

CITY OF WHITTIER – SOLID WASTE SERVICES AGREEMENT

**AN EXCLUSIVE FRANCHISE AGREEMENT FOR THE PROVISION OF
SOLID WASTE AND RECYCLING SERVICES**

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

This 26 day of Sept., 2017

CITY OF WHITTIER – SOLID WASTE SERVICES AGREEMENT

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THIS FRANCHISE AGREEMENT FOR SOLID WASTE SERVICES (herein "Agreement") is made and entered into this 26th day of September, 2017, 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:

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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). AB 341 documents the policy goal of the state that not less than 75% of Solid Waste generated be source reduced, recycled, or composted by the year 2020, and requires certain commercial and Multi-Family Premises to have a Recycling program.

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),

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Statutes 2014). AB 1826 requires certain commercial and Multi-Family Premises to have an Organic Waste Recycling program.

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 November 1 to October 31.

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

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requirements of the California Department of Resources Recycling and Recovery (CalRecycle) and the California Integrated Waste Management Act, as amended.

1.08 ATHENS

“Athens” means Arakelian Enterprises, Incorporated, dba Athens Services.

1.09 BILLINGS

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

1.10 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.

1.11 BIN SERVICE

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

1.12 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.

1.13 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,

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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); and clothing. 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.

1.14 CALRECYCLE

CalRecycle is the California Department of Resources Recycling and Recovery.

1.15 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.

1.16 CITY

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

1.17 CITY COUNCIL

“City Council” means the City Council of the City of Whittier, California.

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1.18 CITY FACILITIES

“City Facilities” means those City properties listed in Exhibit 5 which is attached to and included in this Agreement, as such Exhibit 5 now exists or may subsequently be amended by City.

1.19 CITY MANAGER

“City Manager” means the City Manager of the City of Whittier or the City Manager’s designee.

1.20 COLLECTION

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

1.21 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.

1.22 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).

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1.23 COMMERCIAL SERVICE

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

1.24 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.

1.25 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.

1.26 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.

1.27 CONTRACT MANAGER

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

1.28 COUNTY

“County” means Los Angeles County, California.

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1.29 CUSTOMER

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

1.30 SECTION DELETED

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 six (6) 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, all wastes not authorized for Disposal in a Class III landfill and those wastes under the control of the Nuclear Regulatory Commission.

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1.35 FOOD WASTE

"Food Waste" means:

- All food (including fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese and eggshells);
- Food-soiled paper that is mixed in with Food Waste (including waxed cardboard, waxed paper, napkins, paper towels, paper plates, paper milk cartons);
- Tea bags; and,
- Coffee grounds and filters.

Food Waste is a subset of Organic Waste.

1.36 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.

1.37 FRANCHISE

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

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1.38 FRANCHISE FEE

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

1.39 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.

1.40 GROSS RECEIPTS

“Gross Receipts” means any and all revenue received from Billings, and compensation in any form, of Contractor or subsidiaries, parent companies or other Affiliates of Contractor, for the Collection and transportation of Solid Waste pursuant to this Agreement, in accordance with Generally Accepted Accounting Principles, including, but not limited to, Customer fees for Collection of Solid Waste, without subtracting Disposal fees, late fees, City fees or other fees or any other cost of doing business. Gross Receipts does not include revenue from the sale of Recyclables, or Street Sweeping fees collected on behalf of the City.

1.41 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

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“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.

1.42 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.

1.43 HOUSEHOLD HAZARDOUS WASTE (HHW)

“Household Hazardous Waste” means Hazardous Waste generated at a residential property.

1.44 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.

1.45 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 four (4) or more units.

1.46 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

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materials set out by the Customer for Collection by Contractor pursuant to this Agreement.

1.47 OCCUPANT

“Occupant” refers to a Person who occupies Premises.

1.48 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.

1.49 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.

1.50 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.

1.51 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.

1.52 PORTER

“Porter” means an employee of the Contractor or Contractor affiliate who is responsible for monitoring and maintaining the cleanliness of shared

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Compactors, alleys, gallerias, trash enclosures and sidewalk areas and other duties as identified in Section 4.04.6 of this Agreement.

1.53 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.

1.54 RATE PERIOD

“Rate Period” means a 12-month period, commencing July 1, and concluding June 30.

1.55 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.

1.56 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.

1.57 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,

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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.

1.58 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.

1.59 REFUSE

“Refuse” means putrescible and non-putrescible Solid Waste.

1.60 REPUBLIC

“Republic” means Consolidated Disposal Service L.L.C., dba Republic Services, a California corporation.

1.61 RESIDENTIAL PREMISES

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

1.62 RESIDENTIAL SERVICE

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

1.63 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.

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1.64 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.

1.65 SB 1383

“SB 1383” means Senate Bill 1383 “Short-lived climate pollutants: methane emissions: dairy and livestock: Organic Waste: landfills,” from 2016 Regular Session of the California Legislature (Chapter 395, Statutes 2016).

1.66 SB 1594

“SB 1594” means Senate Bill 1594 “Compostable Organics Management,” from 2014 Regular Session of the California Legislature (Chapter 719, Statutes 2014).

1.67 SERVICE AREA

“Service Area” means West Zone indicated in Exhibit 1 (Zone Map).

1.68 SHARPS

“Sharps” means hypodermic needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications.”

1.69 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.

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1.70 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, Food Waste, 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.

1.71 SOLID WASTE SERVICES

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

1.72 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.

1.73 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.

1.74 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

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with construction, demolition, cleanup or other projects, and by use of temporarily placed Bins or Roll-Off Boxes.

1.75 TRANSFORMATION

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

1.76 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 Food Waste, Green Waste, Construction and Demolition Debris, and Organic Waste, to processors, brokers or end-users.

1.77 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.

1.78 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.

1.79 WHITE GOODS

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

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1.80 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.

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ARTICLE 2. TERM OF AGREEMENT

2.01 EFFECTIVE DATE; COMMENCEMENT OF SERVICES

This Agreement shall become effective on the date that the Agreement is fully executed (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 November 1, 2017 (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 November 1, 2017, and through and including the close of business on October 31, 2025. City reserves the right, in its sole and unfettered discretion, to extend the term of this Agreement, under its then-existing terms and conditions on a month-to-month basis, for a maximum extension of up to twenty-four (24) months. City shall give notice of its intention to extend the term, or any extended term, of this Agreement in writing not later than three (3) calendar months prior to expiration of the term or any extended term of the Agreement.

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ARTICLE 3. SCOPE OF AGREEMENT

3.01 GRANT OF AUTHORITY TO CONTRACTOR AGREEMENT

Except as otherwise provided in this Agreement, and except for self-hauling that is permitted by Section 8.12.100 of the Whittier Municipal Code, 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 and 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;

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- b) Solid 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;
- 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;

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- k) Food Waste or other Organic Waste diverted from Disposal by delivery to hog farms or otherwise used as animal feed;
- l) Specialized and unique Recyclable Materials which the Contractor does not have means to recycle; and,
- m) Collection of Electronic Waste and Universal Waste from Commercial Premises Customers.

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.

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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 Carts purchased by Contractor from City or otherwise provided by Contractor. Each Customer has a sixty-four (64) gallon Cart as the default service. Customers may request to substitute the sixty-four (64) gallon Cart with one or two thirty-two (32) gallon Carts. No discount will be given for using a smaller Cart.

Customers that regularly require more than 64 gallons of Solid Waste Cart capacity may request additional Solid Waste Carts for an additional charge per

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Cart per month in accordance with the rates set forth in Exhibit 2 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. 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. Disabled Residents are provided Roll-Out Service at no additional charge per Section 4.02.2; able-bodied Residents may request Roll-Out Service at the Rate included in Exhibit 2 or as may be adjusted under the terms of this Agreement.

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

4.02.2 Residential Roll-Out Service

Contractor shall provide disabled Cart Customers with Roll-Out Service at no additional charge. Customers that do not qualify for this service at no additional charge may pay the premium service rate included in Exhibit 2 or as may be adjusted under the terms of this Agreement. Contractor will remove Refuse, Recyclable Materials and Yard Waste Carts and Yard Waste bundles from Customer's outdoor storage area, place them out for Collection, and return Containers to Customer's outdoor storage area (which shall not be a public right-of-way or street) after Collection, ensuring that all doors or gates are closed securely. Contractor shall not enter garages.

To qualify for this service at no additional charge, Cart Customers must 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, and there must not be an able-bodied resident living at the residence. Contractor may require annual renewal of eligibility.

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Contractor shall administer the program and provide list of participating Customers to City upon request. Contractor will notify all residents annually, beginning within thirty (30) days of effectiveness of this Agreement, of this Collection option and submit, for approval, a draft notification to City prior to distribution to Customers. New Customers shall be notified of this option upon requesting service.

4.02.3 Refuse Cart Overage

Residential Cart Customers may periodically generate more Refuse than will fit in the Refuse Cart(s). Residential Customers are therefore entitled to two annual pickups per calendar year and an end-of-year pickup of material that does not fit in the Refuse Cart(s) at no additional cost, as provided in this Section 4.02.3. A pickup shall consist of up to the equivalent of three (3) large bags, boxes or barrels of Refuse and placement of more than that amount at any one time shall constitute two pickups. In addition to the two (2) free annual pickups, Contractor shall Collect all additional Refuse placed out for Collection in the Residential Customer's own containers (bags, boxes, barrels, etc.) at no additional charge for two weeks beginning each December 26. This service is limited to Refuse that could otherwise be placed in the Refuse Cart, and not Bulky Waste items which are Collected in accordance with Section 1.13 and 4.05.1. Contractor shall Collect, and Customers may be charged an extra fee per pickup (in accordance with the approved rate schedule for overage pickups) of, all Refuse put out for Collection that does not fit in the Refuse Cart(s) above and beyond the free pickups described above.

Customer shall be instructed to call in to request overage pickups.

4.02.4 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 2 or as

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may be adjusted under the terms of this Agreement. 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 and 300-gallon Carts. 64-gallon and 32-gallon Carts shall be made available upon Customer request, however, no discount will be given for using a smaller Cart. 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 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 the shared Compactors identified in

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Exhibit 8 and shall add additional Compactors as may be required to provide Collection Services, and ownership of the shall revert to the City at the end of the Agreement Term, as it may be extended by the City. Contractor shall inspect each Compactor site each morning to insure Compactors are in good working order and to remove any debris left around the Compactors. Contractor shall interview Customers to determine Container requirements and Collection schedule. Contractor will audit the amount generated by each Customer annually and communicate if any service level changes are necessary. Contractor will provide an annual written reminder to shared Compactor Customers on the proper use of the Compactors and contact information to report problems. Initially, Contractor will provide Collection Service once 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 shall respond to reports of out of service Compactors within 24 hours of notification. If a Compactor will be out of service for a period longer than 2 hours, temporary Bins shall be delivered and serviced on a regular basis until the Compactor is back in service. Contractor shall power-wash areas adjacent to Shared Compactors at a minimum of one-time per month.

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

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vendor) as frequently as needed to keep the Compactors in good working order and functioning at high compaction levels.

6. Bin 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. 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 2 or as may be adjusted under the terms of this Agreement.

4.02.5 City Facilities Solid Waste Collection

Contractor shall provide Collection of Solid Waste to City Facilities in the Service Area 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.

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 Carts purchased by Contractor from City or otherwise provided by Contractor. Each Customer has 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.

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Contractor shall provide Collection of Recycling from Carts at curbside unless the Customer has requested Roll-Out Service per Section 4.02.2.

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 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 4.02.4. 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 in the Service Area, 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.

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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.

4.03.5 Compliance with AB 341

Mandatory Commercial Recycling. Contractor will promote Recycling programs and assist the City in providing reports on Customers' Recycling efforts. Contractor to visit each new commercial and multi-family Customer prior to start of service under this Agreement and, each existing Customer without Recycling service that is subject to the threshold of AB 341 once per year. The meeting shall be for the purpose of establishing a new Recycling program, enhancing an existing Contractor-provided program, and/or documenting existing third-party-provided programs. Contractor shall present Customers with service and cost proposals for the establishment or enhancement of a Contractor-provided Recycling program. Contractor shall provide a report, on City-provided forms, to the City noting the time, Customer contact, and result of each meeting and, if the Customer will not agree to a meeting or to initiate Recycling service, provide the time of contact, Customer contact name and number, and reason for not accepting Recycling service. Reports will be updated on a monthly basis and submitted with Contractor's monthly report to the City. Contractor will report all Customers that have service levels within the thresholds of the AB 341 Mandatory Commercial Recycling Regulation on reporting forms provided by the City. The report will document whether the Customer receives Recycling service from the Contractor, self-recycles, or receives Recycling from a third party. Contractor shall deliver public education and outreach materials developed by the City or Contractor to all commercial and multi-family Customers at the request of the City.

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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 Carts purchased by Contractor from City or otherwise provided by Contractor. Each Customer has 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 2 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 per Section 4.02.2.

4.04.2 Optional Residential Food Waste Diversion Program

City reserves the right to require Contractor to implement a program to divert Food Waste, either co-collected with Green Waste or separately Collected. Contractor shall only be required to implement a Residential Food Waste diversion program if mandated by CalRecycle. The program shall be implemented following the exercise of the City's right and adjustment of rates as described below. The Contractor shall be entitled to a rate adjustment of four percent (4%) to certain Residential Cart rates as described in this Section for implementation of the Food Waste program. This is in addition to the annual adjustment implemented pursuant to Section 9.02. The four percent (4%) rate adjustment shall only apply to the "Standard Rates" and "Senior Reduced Rates" for Residential Cart service included in Exhibit 2 or as may be adjusted under the

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terms of this Agreement, and shall not apply to Additional Cart Rates and Services or Temporary Services included in Exhibit 2, or as may be adjusted under the terms of this Agreement.

4.04.3 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 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 4.02.4. Contractor shall provide Collection of Source-Separated 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.

4.04.4 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.

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

4.04.5 City Facilities Source-Separated Green Waste Collection

Contractor shall provide Collection of Source-Separated Green Waste to City Facilities in the West Zone, 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.

4.04.6 Porter Service

Contractor shall provide personnel to perform the duties listed below for fifty (50) hours per week, Thursday through Monday from 1:00 p.m. to 11:00 p.m.

Porter duties include:

- Drive alleys as shown on Exhibit 11 at the beginning and toward the end of each shift to monitor and maintain cleanliness. Specific alleys may be modified based on City direction.
- Monitor and maintain cleanliness of shared Compactors, alleys, gallerias and sidewalk areas on a daily basis.
- Ensure Compactors are working properly. Clear jams from shared Compactors. Call for service to repair Compactors that are broken.
- Ensure delivery of temporary Bins to the shared Compactor location if the Compactor is going to be out of order for a period longer than two hours. Ensure temporary Bins are serviced on a regular basis.
- Serve as a liaison between Contractor and business Owners using the shared Compactors by providing instructions on the proper use of Compactors, providing keys to access shared Compactors and responding to complaints.
- Maintain cleanliness of shared Compactors by removing litter, spills and debris left around the Compactor.

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- Maintain cleanliness of alleys and streets by removing litter, debris and bulky items left in alleys and trash enclosures.
- Remove illegally dumped bulky items in the public right-of-way.
- Report illegal dumping to City Code Enforcement if the responsible party can be determined.
- Report full abandoned shopping carts to the Police Department so they can be searched for personal items before being disposed of.
- Pick up and deliver empty abandoned shopping carts to the City Yard for Disposal.
- Assist with the clearing and Disposal of items at homeless encampments after being cleared of personal items by the Police Department.
- Respond to calls for service from City staff.
- Document and report recurring overflow problems to Contractor so service levels may be properly adjusted.
- Remove or report graffiti on Refuse and Recycling Containers to Contractor.
- Report broken Refuse and Recycling Containers to Contractor for repair or replacement.

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 at no additional charge. Contractor shall provide each Residential and Multi-Family dwelling unit with four (4) Collection pickups per calendar year, with up to three (3) Bulky Waste or E-Waste items per pickup.

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

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Customer, that will provide safe and efficient accessibility to the Contractor's Collection crew and vehicle. Contractor may instruct Customers to provide Contractor with a minimum of one business days' notice for Collection of the items, which shall be Collected on the Customer's next regular Collection day following notification by Customer.

Residential and Multi-Family Customers that exceed the number of pickups at no additional charge may receive additional Bulky Waste Collection for a fee, in accordance with the approved rate schedule in Exhibit 2 or as may be adjusted under the terms of this Agreement.

4.05.2 Commercial Premises On-Call Bulky Waste Collection

Contractor shall provide On-Call Collection of Bulky 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 2 or as may be adjusted under the terms of this Agreement.

4.05.3 City Facilities On-Call Bulky Waste Collection

Contractor shall provide On-Call Bulky Waste Collection to City Facilities within 24-hour notice, at no charge.

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

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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 and 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.

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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 2, or as may be adjusted under the terms of this Agreement, related to Bins or Roll-Off Boxes utilized in connection with Temporary Services shall be imposed by Contractor, unless approved in accordance with Section 4.16 (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 devices 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 policy regulating the Recycling and Disposal of Construction and Demolition Debris are met, including, but not limited to, ensuring that each covered project meets the minimum required diversion level as described in Section 5.09. Contractor agrees to comply with all provisions of the policy, as may be amended from time to time, and to provide services for

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construction contractors in City as may be contemplated by any such policy at no charge (such as assistance in preparing plans for the Collection, Recycling and Disposal of Construction and Demolition Debris 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 policy which may be in effect in City regulating Construction and Demolition Debris, including specific diversion levels that may be required by any such policy, Contractor shall make all reasonable efforts to recycle all Construction and Demolition Debris it Collects, especially to the degree such loads contain clean inert materials. Toward 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, one (1), annual Citywide Household Hazardous Waste Collection Event at no additional charge. Electronic Waste will be accepted at each annual Citywide Household Hazardous Waste Collection event at no additional charge. The date and location of the Event will be coordinated with City. Customers from Residential and Multi-Family Premises will be allowed to drop off unlimited items at the Event and the acceptable items will include, at a minimum the items listed on the following page.

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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

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All Household Hazardous Waste and Electronic Waste collected at the event, and all Bins and Roll-Offs used at the event, must be removed from the event site at the conclusion of the event.

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 at rates negotiated between Contractor and Customer. 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 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 accidentally broken or processed for Recycling.

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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 the Service Area, 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" below.

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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

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4.07.4 Sharps Collection Program

Contractor will provide Residential Customers, at no additional charge, within one week of request, a pre-paid, postage-paid mail-back container to safely collect used Sharps and send Sharps for proper Disposal. Contractor will also make Sharps containers available at a pick-up location in the City as an alternative for the Customer. Residents are limited to four (4) containers at no additional charge per year. Each container shall be of adequate volume to accommodate the needs of a diabetic Person for a three month period.

4.08 CITY-SPONSORED EVENTS

Contractor shall provide Collection of Solid Waste and Source-Separated Recycling, as well as a community education booth and outreach materials, for City-sponsored events held in the Service Area at no additional charge. 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, 96 and 300-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
- Six Summer Concerts in the Park at Central Park
- Annual Community Theatre Clean-Out (One half the service requested. Republic will provide the other half)
- Founder's Day
- Any Additional City-Sponsored Events Held in the West Zone

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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.

4.09 LARGE VENUE EVENTS RECYCLING

Contractor shall provide Recycling services at special events or large venue events in the West Zone. 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.

4.10 ABANDONED 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 and other Solid Waste picked up on Monday.

4.11 BUS STOPS AND PUBLIC CONTAINER COLLECTION

Contractor shall collect Solid Waste at all bus stops and other public service Automated Containers located throughout the West Zone, at no charge to the City. The locations requiring Solid Waste Collection are provided in Exhibit 10. The locations, number of Containers and frequency of Collection shall be determined by the City's Public Works Director.

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4.12 ALLEY COLLECTION

Contractor shall provide alley Collection to designated areas, within Contractor's Service Area, of the City. The designated areas for alley Collection for the whole City are provided in Exhibit 6 and are subject to modification only with prior approval by the City. Contractor to monitor alleys within Service Area on each regularly scheduled Collection day and collect Solid Waste as necessary to ensure that alleys are clear of abandoned items, Container overflow and litter.

4.13 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 areas shall be provided in accordance with the standard Collection rates set forth in Exhibit 2 or as may be adjusted under the terms of this Agreement.

4.14 LOCKING BINS

Contractor shall provide locking Bin Service (providing the hasp and lock and servicing the lock) to Customers that request such service in accordance with the approved rates in Exhibit 2, or as may be adjusted under the terms of this Agreement, based upon a monthly fee per locking Bin.

4.15 SPECIAL CLEANUP EVENTS

Contractor to provide up to forty-eight (48) one-hour cleanups per year at locations requested by the City at no additional charge. These cleanup events include but are not limited to cleanup of temporary encampments as may be directed by the City. Contractor is required to provide a minimum of one Collection vehicle and Contractor personnel to place Solid Waste in the

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Collection vehicle. Contractor may charge an additional fee for cleanup events exceeding forty-eight (48) hours per year at a rate included in Exhibit 2 or as may be adjusted under the terms of this Agreement. Contractor to log start- and end-time of each cleanup event and provide a report on each cleanup event to Contract Manager.

4.16 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 Contract 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.

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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 shall use the City owned and operated Savage Canyon Landfill for the Disposal of all Solid Waste, as allowed under section 8.12.030 of the Whittier Municipal Code, originating within the City, and may use Savage Canyon Landfill for Disposal of foreign waste up to the agreed upon quantities described in this section.

The Contractor may also use any other Disposal Site selected by the Contractor, However, City shall reserve capacity for and Contractor shall deliver 198 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 198 tons per day. If City does

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not reserve the full amount on any day Monday through Friday (excluding holidays observed by Savage Canyon Landfill), that amount will be removed from the put-or-pay requirement for the annual reconciliation process. Loads must be received and stamped by the scale-house operator by 3:00 p.m. or the load will be rejected and shall not be counted toward achieving the daily put-or-pay tonnage requirement. The put-or pay daily tonnage requirement will not apply on non-holiday Saturdays and Contractor may use its allocated daily share of landfill capacity on Saturdays to offset amounts delivered below Contractor's put-or-pay commitment. Landfill Disposal space will not be reserved on Saturdays. Saturday Disposal space will be given on a first come-first serviced basis. City may revise the Saturday procedures in the future to reasonably accommodate the landfill users. On the Commencement Date of this Agreement, Contractor shall initially pay \$47.32 per ton for all tons subject to 198 per day put or pay requirement. The tipping fee rates at Savage Canyon Landfill will be subject to adjustment each July 1, beginning July 1, 2019. The Landfill is not equipped to receive transfer trailers. Delivery of Solid Waste shall be limited to Collection vehicles.

The put-or-pay delivery requirement shall be calculated and reconciled by the City following the end of each calendar year, and City shall invoice Contractor for failure to deliver the required quantities. Contractor shall pay City any amount due within 30 days of invoicing by City. The annual put-or-pay is 49,698 tons per calendar year, and will be prorated for any partial years. For example, this contract will be November 1, 2017, so the initial reconciliation period will be for the two-months ending December 31, 2017.

After notification by Savage Canyon Landfill staff, the Contractor is responsible for picking up and properly disposing of Refuse found in Contractor's loads that are not accepted for Disposal at Savage Canyon Landfill. Examples include White Goods, tires and Hazardous Waste.

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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 is diverted from landfilling for diversion credit in accordance with applicable law 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 CalRecycle. Green Waste may be used as alternative daily cover to the extent that the City will get full diversion credit for its use. Diversion credit for alternative daily cover is not allowed after January 1, 2020 per Assembly Bill 1594. 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.

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5.05 MINIMUM DIVERSION REQUIREMENTS

Contractor shall recycle or divert from landfilling sufficient waste to ensure that the City meets current state law requirements for diversion in the Service Area (West Zone). For calendar year 2017, Contractor shall be considered to have met this requirement under this Agreement if the City's annual report to CalRecycle shows compliance with the State-mandated diversion mandate, as may be revised by CalRecycle during the Term of this Agreement.

Beginning with calendar year 2018, if the annual report the City submits to CalRecycle does not meet the State-mandated diversion mandate, or if such a report is later revised to reflect a rate less than the State-mandated diversion mandate, the City will analyze the tonnage and diversion data to determine which Zone(s) failed to meet the State-mandated rate. If it is found the State-mandated rate was not met in Contractor's Service Area, 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 14.08 for the additional waste diversion 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 in the Service Area set forth above in Section 5.05, and if the City determines that

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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 Premises, 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 excluding Exempt Waste, 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, excluding Exempt 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

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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. Furthermore, title to, and liability for, Exempt Waste shall remain with Waste Generator and shall at no time be deemed to pass to City or Contractor.

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

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. Contractor shall divert from landfilling sixty-five percent (65%), or the State-mandated Construction and Demolition diversion percentage whichever is greater, of all Construction and Demolition Debris that are generated by covered projects in the City. Contractor agrees to transport all Construction and Demolition Debris collected within the Service Area to a C&D materials processing facility for processing and recovery of Recyclable Materials resulting in a minimum of sixty-five percent (65%), or the State-mandated

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Construction and Demolition diversion percentage whichever is greater, diversion from landfill Disposal. The cost per ton for processing Construction and Demolition Debris will be in accordance with the rates set forth in Exhibit 2 or as may be adjusted under the terms of this Agreement.

5.10 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 Organic Waste Recycling program meets the requirements of AB 1826 and may be required to modify its program from time to time.

Contractor shall provide Organic Waste Recycling to all Commercial and Multi-Family Premises and City Facilities subject to the requirements of AB 1826.

Contractor shall conduct Customer surveys and onsite waste assessments of Customers subject to the requirements of AB 1826 that do not receive Organic Waste Collection service on an annual basis. Contractor shall provide to the City on annual basis, or upon City's request, the total number of Contractor's Customers within the thresholds of AB 1826, the total number of these Customers that subscribe to the Contractor provided Organic Waste program or a third-party program, or that self-haul, a listing of all surveys and onsite waste assessment performed, the outcome of the assessments, and contact information for Customers that do not currently have an Organic Waste program. Contractor shall identify Customers that create large amounts of Organic 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

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waste audits of Commercial and Multi-Family Premises to evaluate the Organic Waste 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 Organic Waste 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 (SB 1383 requires recovery of 20 percent of edible food for human consumption that is currently landfilled by 2025).

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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 Multi-Family Premises Customer shall receive information on AB 1826 and how to recycle Organic Waste. The availability of Organic Waste 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 Multi-Family Premises.

Contractor shall work with Multi-Family Premises to provide or confirm AB 1826 compliance. For Multi-Family or Commercial Premises Customers that self-haul Organic Waste 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 Premises.

Contractor shall offer Organic Waste Collection in accordance with the rates set forth in Exhibit 2 or as may be adjusted under the terms of this Agreement.

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

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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, at least every four years of the Agreement, and send a copy of results to the City. The first such Billing audit shall be completed no later than June 30, 2021. 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. Such notice shall be provided for City review and approval, with a City review period of at least 30 days.

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Residential Billing

The Contractor will bill all Residential Customers in the West Zone directly on a quarterly basis, in advance. All bills must carry a due date, not "due upon receipt," no earlier than thirty (30) days following the invoice date. 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.

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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." 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 quarterly 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

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in a list to ensure that Billing inserts are mailed directly. Contractor shall promote the website-based Billing and payment system information on all paper bills sent to Customers.

Rates

The initial maximum rates for the types of services provided shall be as described in Exhibit 2 and shall be adjusted 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. 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

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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 2:00 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 2:00 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 on the Contractor's website. Contractor shall also provide a toll-free number.

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- 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.

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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 of 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 60 seconds by a live representative upon Customer making their selection. 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

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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.

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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 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.

- **Instructional "How-to" Packets** – An information packet shall be provided to each new Customer throughout the Agreement Term. 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; detailed 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.

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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 annual Collection events, the County's program or other means; Collection schedules, including holiday schedules; Customer 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,

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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 July 1 of each year.

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

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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 14.08.3(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

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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 2, or as may be adjusted under the terms of 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 Customer participation in the Collection Services program within twenty-four (24) hours of Contractor's receipt of the request. If practicable and time permitting, before responding to any inquiries involving controversial issues or any issues likely to affect participation or Customer services, Contractor will discuss Contractor's proposed response with the Contract Manager.

6.07.1 News Releases

Copies of draft news releases regarding Customer outreach or Customer participation in the Agreement services shall be submitted to City for prior review and approval at least three (3) 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.

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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 Whittier Community Engagement Fund

Contractor shall make an annual contribution of twenty-thousand dollars (\$20,000) to a Community Engagement Fund for distribution in the community for local events such as the Concerts in the Park Series and other events as approved by the City Council.

6.08.2 Community Scholarship Program

Contractor will establish an annual Community Scholarship program of twenty-five hundred dollars (\$2,500) to be awarded to (5) students at five-hundred dollars (\$500) each, to provide financial support to high school senior seeking higher education. Awardees must be residents of the City.

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. The compost giveaway events will be coordinated with the City and can be held in conjunction with other City events.

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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 and Multi-Family Premises or 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. If an observed holiday falls on a Sunday, regularly scheduled Collection will resume on the Monday following the holiday. Any changes to the Holiday Service Collection schedule may only be made as approved by the City in advance.

7.02 COLLECTION ROUTES

Thirty (30) days prior to the Commencement Date of Collection Services, the Contractor shall provide for City approval maps precisely defining Collection

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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 thirty (30) 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 fifteen (15) 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

Contractor shall be responsible for managing implementation of new Collection Services and other related services.

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 2:00 P.M., Contractor shall collect the Solid Waste, Recyclable Materials, or Green Waste on the day the notice is

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received. If notified after 2:00 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 2:00 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 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:

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1. Carts with Recyclable Materials that have not been separated from Solid Waste and Green Waste.
2. Waste Carts with Green Waste that has not been separated from Solid Waste and Recyclable Materials.
3. Carts that exceed the maximum load limit specified by the Container Manufacturer.

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

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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 documented overflows of Commercial Solid Waste, Contractor shall photograph the overflowing Bin and shall contact the Commercial Premises Customer Management to arrange for an appropriate change in Bin size, Collection frequency or both. In the event, Contractor cannot successfully contact the Commercial Premises 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 Premises 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.

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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 clean up any material or residue that are spilled or scattered by the Contractor, its employees, and/or Customers.

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.

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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 9, and Contractor shall pay the City the sales price specified in Section 8.03. Contractor shall be responsible for paying all taxes and fees associated with the transfer of ownership of the Vehicles... 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

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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 only use those vehicles meeting the vehicle requirements contained in 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 day's 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. New or used vehicles may be used to provide Residential and Commercial Services, 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.

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3. At all times during the term of this Agreement, Contractor's Collection vehicles shall be Compressed Natural Gas (CNG) fueled vehicles and 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 feet (25') from the Collection vehicle measured at an elevation of five feet (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 complaint 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 onto vehicles.

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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

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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.

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

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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

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

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Contractor shall be considered in default of the Agreement and the City may terminate this Agreement.

7.06 CONTAINERS

City previously provided certain Containers to Customers at Residential, Multi-Family, and Commercial Premises. On or before the Commencement Date of this Agreement, the Contractor shall purchase such Containers from the City by paying the City the sales price specified in Section 8.03. Contractor shall be responsible for paying all taxes and fees associated with the transfer of ownership of the Containers... Contractor may elect to use the Containers previously owned by the City or to replace such Containers. New or used Containers may be used provided they are in good condition.

Contractor to place identification tags on all Commercial and Multi-Family 300-gallon Carts, Bins and Permanent Roll-Off Containers. Identification tags will associate Containers to the service address for each account.

7.06.1 Carts

Each Residential Customer currently has one (1) 64-gallon Cart for Solid Waste, one (1) 96-gallon Cart for Source-Separated Recycling, and one (1) 96-gallon Cart for Source-Separated Green Waste. Customers may request additional Carts for Solid Waste, Source-Separated Recycling or Source-Separated 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 providing fully assembled and functional replacement 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.

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All Carts selected shall be subject to City's approval. Carts must meet color, size, and 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-Separated Recycling, and Source-Separated 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-Separated Recycling will be blue. Carts for Source-Separated 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

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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-Separated Recycling, one (1) lost, destroyed, or stolen Cart for Source-Separated Green Waste, on one occasion per Agreement Year 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 one (1) per type of Cart per Customer per Agreement Year, in accordance with

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the “Cart Exchange” Service Rate set forth in Exhibit 2, 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 three (3) replacement Carts, one (1) of each type, per Agreement Year. Ownership of Solid Waste, Recycling and Green Waste Carts purchased and distributed by Contractor during the Agreement Term shall rest with the Contractor during the Agreement Term, and such Containers shall become the property of Residents at the end of the Agreement Term (as it may be extended),

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 three (3) free Cart deliveries, removals or exchanges per Agreement Year. Accordingly, Contractor shall be compensated for the cost of those Cart deliveries, removals, or exchanges in excess of three (3) per Customer per Agreement Year, in accordance with the “Cart Delivery, Removal or Exchange” service rate as set forth in Exhibit 2 or as may be adjusted under the terms of this Agreement.

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Ownership of Solid Waste, Recycling and Green Waste Carts

Ownership of Solid Waste, Recycling, and Green Waste Carts shall rest with the Contractor during the term of the Agreement, and such Containers shall become the property of the Residents at the end of the Agreement Term (as it may be extended), 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.

7.06.2 Bins

Purchase and Distribution of Containers

The Contractor shall be responsible for purchasing and distributing any Containers such as Bins and Roll-Off Boxes to all Commercial Customers in the Service Area that are needed in addition to the Containers purchased from the City.

Contractor shall purchase and 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

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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-Off Boxes purchased and distributed by the Contractor shall rest with the Contractor. The Contractor shall take ownership of the Shared Compactors at the commencement of the Agreement Term, and ownership shall revert to the City at the end of the Agreement Term, as it may be extended.

Annual Cleaning

Upon Customer or City request, 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, up to one time per Agreement Year at no additional charge to the Commercial Customer. Service shall be advertised on an annual basis to all Customers receiving Bin Service.

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

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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.

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

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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 ensure 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

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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

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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.

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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 14.08.2.

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, 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.

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The first audit, to be performed during calendar year 2019, will be based on the Contractor's reports and records from the start of the Agreement through calendar year 2018. Audits may be performed every other year thereafter.

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. The \$50,000 amount for the first audit shall be adjusted thereafter by the change in the CPI ((Consumer Price Index - All Urban Consumers (CUURA421SA0), All items – Los Angeles – Riverside – Orange County, CA)) as measured from July of the most recent year preceding the audit to July 2018 which is the base year for the initial audit amount to be reimbursed.

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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 quarterly equal to eighteen percent (18%) of actual Gross Receipts remitted by Customers for Solid Waste Collection services. Street sweeping fees collected by the Contractor on behalf of the City are not subject to the Franchise Fee, and shall be deducted from Gross Receipts prior to calculation of the Franchise Fee amount.

8.02 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 Sixty Thousand Dollars (\$60,000) within ten (10) Business Days of the City's execution of this Agreement.

8.03 PROCUREMENT OF MUNICIPAL SOLID WASTE COLLECTION ENTERPRISE ASSETS

The Contractor shall pay to the City the amount of \$1,000,000 for purchase of City owned equipment including vehicles listed in Exhibit 9 and the Containers provided for in Section 7.06 herein. The total purchase price includes \$800,000 for the vehicles and \$200,000 for the Containers. Contractor to make payments to the City for vehicles as follows: \$400,000 by July 1, 2018, and \$400,000 by July 1, 2019 for the vehicles. Contractor shall pay annual installments of \$25,000 to the City for the Containers beginning July 1, 2018, for eight years, through July 1, 2025. As additional compensation for the purchase of the Solid Waste Collection Enterprise ("Enterprise") assets, Contractor shall waive any and all interest that it may have in the Whittier Utility Authority's Solid Waste Collection

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Fund 430 (*audited net position for the fiscal year ended June 30, 2018 – “Audited Fund 430”*) and relinquish same to City to be transferred to the City of Whittier’s General Fund (Fund 100). Contractor acknowledges that the purchase price for the Enterprise assets would have increased by the amount of reserve funds in Audited Fund 430, but for the herein waiver and relinquishment.

8.04 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 or 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.

8.05 QUARTERLY PAYMENT SCHEDULE AND LATE FEES

On or before the twentieth (20th) day following the end of each calendar quarter (March 31, June 30, September 30, December 31) during the Term of this Agreement, Contractor shall remit to City Franchise Fees and Street Sweeping Fees. If such remittance is not paid to the City on or before the twentieth (20th) day following the end of each calendar quarter, Contractor shall pay the fees due plus ten percent (10%) interest per annum. Each remittance to City shall be accompanied by a statement itemizing fees paid; detailing calculation of fees; and stating actual Gross Receipts by service type, for the period collected from all operations conducted or permitted by this Agreement. Each remittance including all supporting documentation shall be provided to:

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Attn: Contract Manager, City Clerk & Director of Administrative Services
City of Whittier
13230 Penn Street
Whittier, CA 90602

8.06 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, and 8.04, 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.

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ARTICLE 9. CHARGES AND RATES

9.01 INITIAL RATES

The rates that Contractor may charge Customers through the Rate Period ending June 30, 2018 shall not exceed the maximum rates set forth in Exhibit 2.

9.02 SCHEDULE OF FUTURE ADJUSTMENTS

Beginning with the Rate Period starting July 1, 2018 and ending on June 30, 2019 and for all subsequent Rate Periods, the maximum rates shown in Exhibit 2 shall be adjusted as described in this Article 9. City staff shall perform the rate adjustment calculations in accordance with the procedures in this Article 9. 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 (2D). Uptown Shared Compactors Customer rates are to be adjusted as described in the footnote in Exhibit 2E.

9.02.1 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 component may be adjusted by the change in the corresponding index as provided below. See Section 9.02.2 for detailed rate adjustment procedures and Exhibit 3 for examples of rate adjustment procedures.

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RESIDENTIAL AND COMMERCIAL SERVICES COST COMPONENTS

	Cost Component	% of Costs (1)		Rate Adjustment Index
		Residential	Commercial	
A.	Collection	45%	30%	Consumer Price Index for All Urban Consumers (CUURA421SA0L1E), all items less food and energy – Los Angeles-Riverside-Orange County, CA capped at 3.5%
B.	Labor	30%	30%	Labor costs as calculated in Exhibit 3-5
C.	Disposal	20%	35%	Actual change at Savage Canyon Landfill - Starting index value is \$47.32 per ton.
D.	Fuel	5%	5%	Producer Price Index WPU05522101, Fuels and related products and power - Commercial natural gas
	Total	100%	100%	

(1) Weightings may be adjusted based on the results of each audit described in Section 7.08.2

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ROLL-OFF COST COMPONENTS

PULL FEE PER LOAD - ALL TYPES AND SIZES			
	Cost Component	% of Costs	Rate Adjustment Index
A.	Collection	37%	Consumer Price Index for All Urban Consumers (CUURA421SA0L1E), all items less food and energy – Los Angeles-Riverside-Orange County, CA capped at 3.5%
B.	Labor	54%	Labor costs as calculated in Exhibit 3-5
C.	Fuel	9%	Producer Price Index WPU05522101, Fuels and related products and power - Commercial natural gas
	Total	100%	
DISPOSAL AND PROCESSING			
	Cost Component	Rate Adjustment Index	
D.	Landfill Disposal	Actual charge at Savage Canyon Landfill - Starting index value is \$47.32 per ton.	
E.	Mixed C&D Processing	Consumer Price Index for All Urban Consumers (CUURA421SA0L1E), all items less food and energy – Los Angeles-Riverside-Orange County, CA capped at 3.5%	
F.	Clean Inert C&D Disposal	Actual charge per ton at inert facility	
G.	All Other Roll-Off Charges	Consumer Price Index for All Urban Consumers (CUURA421SA0L1E), all items less food and energy – Los Angeles-Riverside-Orange County, CA capped at 3.5%	

OTHER SERVICES

	Cost Component	Rate Adjustment Index
A.	Collection	Consumer Price Index for All Urban Consumers (CUURA421SA0L1E), all items less food and energy – Los Angeles-Riverside-Orange County, CA capped at 3.5%

9.02.2 Rate Adjustment for Residential Services and Commercial Solid Waste Services

Residential Services rates and Commercial Services rates (excluding roll-off) 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 9.02.1.

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Step One – Calculate the percentage increase or decrease in Collection, Labor, Disposal, and Fuel component indices listed in Section 9.02.1. The increase or decrease in the Collection and Fuel component indices will be for the change in the average annual published indices for the twelve (12) month period ending December prior to the July 1 when the rate change will take effect. The Collection component increase shall not exceed 3.5%; any excess above 3.5% shall be rolled over and applied to subsequent rate adjustments (provided that no subsequent rate adjustment to the Collection component would exceed 3.5%).

The Disposal component will be based on the actual percentage change in the gate rates at Savage Canyon Landfill as set by the City as of July 1 of each Rate Period.

The Labor component will be based on the change in Labor costs as calculated in Exhibit 3-5. The Cost Factor Category Weightings in Column D of Exhibit 3-5 will remain unchanged for the Term of the Agreement.

Step Two –For the first rate adjustment, cost components are weighted as listed in Section 9.02.1. For subsequent rate adjustments, the relative weights of the Collection, Labor, Disposal and Fuel cost components will be determined in Step Four of the prior year's rate adjustment.

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

Step Three – Multiply the total weighted percent change from Step Two by the existing maximum Residential Services rates and Commercial Services rates to determine the increase or decrease in maximum rates. Then add (subtract) the changes in rates to (from) the existing maximum rates to determine the new maximum rates.

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Step Four – Recalculate weightings for the following year based on these changes.

9.02.3 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.

9.02.4 Rate Adjustment for Roll-Off Box

The service or “Pull” component and Disposal/Processing per ton component of the Roll-Off Box rates will be adjusted and calculated separately due to the differences in the adjustment methodology as described below.

Service or “Pull” Component

Step One – Calculate the percentage increase or decrease in the Collection, Labor and Fuel components for “Pull Fee Per Load - All Types and Sizes” listed in Section 9.02.1. The increase or decrease in the rate adjustment indices for Collection, Labor and Fuel components will be for the change in the average annual published indices for the twelve (12) month period ending December prior to the July 1 when the rate change will take effect. The Collection component increase shall not exceed 3.5%; any excess above 3.5% shall be rolled over and applied to subsequent rate adjustments (provided that no subsequent rate adjustment to the Collection component would exceed 3.5%).

Step Two – For the first rate adjustment, cost components are weighted as listed in Section 9.02.1. For subsequent rate adjustments, the relative weights of the Collection, Labor and Fuel cost components will be determined in Step Four of the prior year’s rate adjustment.

Multiply the percentage changes for the Collection, Labor and Fuel components as determined by Step One, by that component’s weighting as a percentage of total cost.

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Step Three – Multiply the total weighted percent change from Step Two by the existing Pull Per Load - All Types and Sizes rate to calculate the increase or decrease to the maximum rate. Then add (subtract) the change in rates to (from) the existing maximum rates to determine the new maximum rates.

Step Four – Recalculate weightings for the following year based on these changes.

Disposal and Processing Components and Other Roll-Off Charges

Step Five - The Landfill Disposal per ton charge for regular Solid Waste Roll-Off Boxes will be based on the actual gate rate at Savage Canyon Landfill, and the Clean Inert C&D Disposal per ton charge will be based on the actual gate rate at the inert facilities used. The increase or decrease in the rate adjustment index for Mixed C&D Processing and Other Roll-Off Charges will be for the change in the average annual published index for the twelve (12) month period ending December prior to the July 1 when the rate change will take effect. The Mixed C&D Processing and Other Roll-Off Charges components increases shall not exceed 3.5%; any excess above 3.5% to those two components shall be rolled over and applied to subsequent rate adjustments (provided that no subsequent rate adjustment would exceed 3.5% to these components).

Step Six – Multiply the total percent change for Mixed C&D Processing and All Other Roll-Off Charges from Step Five by the existing rate to calculate the increase or decrease to the maximum rate. Add the rate increase or decrease to the existing rate to derive the newly adjusted rate.

9.02.5 Rate Adjustment for Other Services

Step One – Calculate the percentage increase or decrease in the Collection component index listed in Section 9.02.1. The increase or decrease in the Collection component index will be for the change in the average annual published index for the twelve (12) month period ending December prior to the July 1 when the rate change will take effect. The Collection component increase

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shall not exceed 3.5%; any excess above 3.5% shall be rolled over and applied to subsequent rate adjustments (provided that no subsequent rate adjustment to the Collection component would exceed 3.5%).

Step Two – Multiply the percent change from Step One by the existing maximum Other 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.

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.

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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.

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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, AB 1826, 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

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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.

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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 Receipts, 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.

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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. Contractor will provide residential route maps and commercial route lists to the City at the commencement of this Agreement and updated maps and lists throughout the Agreement Term as requested by the City.
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.

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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

Six (6) months after the Effective Date of this Agreement Contractor shall provide City with the following three (3) lists: (1) Commercial and Multi-Family Customers participating in Contractor's Commercial and Multi-Family Recycling Program; (2) Commercial and Multi-Family 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 and Multi-Family

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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 10.06.

10.04 AB 1826 REPORTING

Six (6) months after the Effective Date of this Agreement Contractor shall provide City with the following three (3) lists: (1) Commercial and Multi-Family Customers participating in Contractor's Commercial and Multi-Family Organic Waste Recycling Program; (2) Commercial and Multi-Family Customers reporting to Contractor that they achieve Organic Waste Recycling via an in-house or third party Recycling program that meets the requirements under Applicable Laws; and (3) Commercial and Multi-Family Customers without a known Organic Waste 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 1826; 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 submitted by March 31 of each year, and included in the Annual report as described in Section 10.06.

10.05 MONTHLY REPORTING

10.05.1 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,

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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: Refuse, Recyclables, Green Waste, E-Waste and Universal Waste item counts, types of Recyclable Materials 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's 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.

10.06 ANNUAL REPORTING

10.06.1 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.

10.06.2 Financial Reports

Contractor shall prepare an annual Financial Report for submittal to the City by April 1 of each year, 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

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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 Compiled 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.

10.06.3 CalRecycle Reports

Contractor shall assist the City to prepare annual reports by providing information required by CalRecycle, including the Annual Diversion Report described in Section 1.07, and documentation of Recycling program outreach and education. Contractor shall prepare a report that summarizes the following: (1) Commercial and Multi-Family Customers participating in Contractor's Commercial Organic Waste and Recycling Programs; (2) Commercial and Multi-Family Customers reporting to Contractor that they achieve Organic Waste and/or Recycling via an in-house or third party Recycling program that meets the requirements under Applicable Laws; and (3) Commercial and Multi-Family Customers without a known Organic Waste and/or 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/or AB 1826; and (3) provide details on the Solid Waste Collection service Customer receives from Contractor, including the

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quantity and type of Containers, frequency of Collection, and Recycling services (if applicable).

10.06.4 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.

10.06.5 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.

10.06.6 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.

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10.06.7 Organic 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.

10.06.8 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.

10.06.9 Bin and Cart Inventory

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

10.06.10 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

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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.

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ARTICLE 11. INSURANCE

11.01 INSURANCE POLICIES

Contractor shall secure and maintain throughout the term of this Agreement insurance with insurers which are California-Approved 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. Contractor's 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.

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- 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. Contractor's 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 are the sole responsibility of Contractor.

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 Contractor's 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 MCS-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.

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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. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) calendar days' prior written notice 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 approved 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 for each insurance policy are to be signed by a Person authorized to evidence coverage on behalf of the insurers. The endorsements are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificate and endorsements are to be received and approved by the City before work commences.

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- 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 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 Contractor's 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 certificate holder in the event of cancellation 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 CA20100704 and CA20370704.
3. Form LD-20287 that evidences the cover as primary and non-contributory with respect to any additional insured with whom you have agreed shall be provided to supplement the certificate of insurance.
4. "Inclusion of the City of Whittier as an additional insured shall not affect the City's rights as respects any claim, demand, additional 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

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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 an ACORD to evidence all certificate policies 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. 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 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.

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ARTICLE 12. INDEMNIFICATION, PERFORMANCE BOND AND CHALLENGE PROHIBITION

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 negligent acts or omissions of Contractor 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 (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 Damages arising from the Disposal of Solid Waste at the Designated Disposal Location, including, but not limited to, Damages arising under CERCLA unless the claim is a direct result of Contractor's negligent acts or omissions. 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

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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.

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.

Subject to the provisions of Public Resources Code section 40059.2, 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 any fee, other City fees, governmental fees and charges then Contractor will reduce the Rates established by the City in this Agreement and charged to Customers by a corresponding proportional amount to be determined by Contractor and City by

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mutual agreement, 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.

Subject to the provisions of Public Resources Code section 40059.2(d)(2), 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) with counsel selected by Contractor in consultation with City. 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 and expense, to engage its own attorney to represent the City, its officers, employees, and agents in the defense of the matter. Contractor shall not be required to indemnify City for or refund any monies collected as part of the Rates and turned over to the City as provided in Public Resources Code section 40059.2.

12.03 INDEMNIFICATION RELATED TO CHALLENGE TO AWARD OF AGREEMENT

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 awards of the interim Solid Waste Collection agreements, or the new long-term agreements, awarded simultaneously to Athens and Republic with counsel selected by Contractor in consultation with City. Contractor understands and agrees that this indemnification is an obligation that is jointly and severally an obligation of Contractor and Republic. The City shall promptly notify the Contractor of any claim, action, or proceeding concerning the Agreement and/or the interim Solid

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Waste Collection agreements, and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option and expense, to engage 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 employment or prior employment with the City.

12.05 PROHIBITION OF CHALLENGE TO AWARD OF AGREEMENT

Contractor agrees that it shall not institute a legal action or proceeding to challenge, or provide funding for such a legal action or proceeding to challenge, or otherwise participate in or provide support for a challenge to the previously awarded interim Solid Waste Collection agreement for the period July 1, 2016 to June 30, 2017, term of the interim agreement with extensions or the award of an Exclusive Franchise Agreement For the Provision of Solid Waste and Recycling Services, to become effect on November 1, 2017, to Republic by any means. For purposes of this section, a "proceeding" includes, but is not limited to a referendum. For purposes of this section, the term "Contractor" includes but is not limited to Contractor, its parent, subsidiaries, successors, joint ventures and any entity affiliated with Contractor, and the officers, directors, agents volunteers, consultants, attorneys, assigns representatives and employees of those entities.

12.06 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

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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 4.

12.07 RELEASE RELATED TO PRIOR AGREEMENT

Contractor agrees that the rates the City billed for commercial and residential waste services on behalf of the Contractor (Prop 218 compliant) under the Exclusive Agreement for the Provision of Solid Waste and Recycling Services dated May 24, 2016 (Agreement No. A16-046) and Amendment No. 1 to Agreement No. A16-046 are acceptable. The Contractor agrees that the aforementioned Billing revenue collected by the City and remitted to the Contractor will be considered accurate compensation and full payment for said services due to Contractor under Agreement No. A16-046 and Amendment No. 1 to Agreement No. A16-046 for the period from July 1, 2016 through and including October 31, 2017. Contractor, on behalf of itself and its predecessors, successors and assigns, fully and forever releases City of and from any and all manner of Claims that Contractor now has or may hereafter have against City by reason of, arising out of, based upon or relating to payment for services rendered, in connection with Agreement No. A16-046 and Amendment No. 1 to Agreement No. A16-046 for the period of said Agreements from July 1, 2017 through and including October 31, 2017 on the condition that Billing revenue for such payments is collected by the City and remitted to the Contractor consistent with the aforementioned rates.

Waiver of Civil Code Section 1542: It is the intention of the City and Contractor hereto that the foregoing release shall be effective as a bar to all Released Claims of whatsoever character, nature and kind, known or unknown, suspected or unsuspected, hereinabove specified to be so barred; in furtherance of this

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intention, the City and Contractor hereto expressly waive any and all rights and benefits conferred upon them with respect to the Released Claims, as applicable, by the provisions of Section 1542 of the California Civil Code, which are as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

The City and Contractor hereby acknowledge that the foregoing waiver of the provisions of Section 1542 of the California Civil Code was separately bargained for. The City and Contractor expressly consent that the release of the Released Claims shall be given full force and effect in accordance with each and all of its express terms and provisions, including those terms and provisions relating to unknown and unsuspected Claims, if any, to the same effect as those terms and provisions relating to the Released Claims hereinabove specified.

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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

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

4. If 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

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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

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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

In the event that Contractor (1) fails to cure a default in its obligation under this Agreement to provide and maintain the performance bond as required by this Agreement, (2) Contractor fails to obtain or maintain insurance policies endorsements as required by this Agreement, (3) Contractor fails to provide the proof of insurance as required by this Agreement, or (4) Contractor offers or gives any gift prohibited by City Policy, City may terminate this Agreement immediately upon expiration of twenty (20) days after Contractor's receipt of a written notice to cure from City if Contractor has failed to cure or commence cure within the ten (10) day period.

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.

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13.06 LIQUIDATED DAMAGES

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.

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

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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.	For each failure to commence service to a new Customer account within five (5) days after order, which exceeds five (5) such failures annually	\$100 per incident
2.	For each instance in which Contractor stops service to a Customer, other than at Customer request due to Customer vacating Premises, without the advance written approval of the City	\$100 per incident
3.	For each occurrence of failure to properly return empty Containers to avoid pedestrian or vehicular traffic impediments or to place Containers upright which exceeds ten (10) such occurrences annually	\$100 per incident
4.	Failure or neglect to resolve each complaint within the time set forth in this Agreement.	\$100 per Customer.
5.	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.
6.	Failure to repair damage to Customer property caused by Contractor or its personnel	\$100 per incident per location.
7.	Failure to maintain equipment in a clean, safe, and sanitary manner.	\$100 per incident per day.
8.	Failure to have a vehicle operator properly licensed.	\$100 per incident per day.
9.	Failure to maintain office hours as required by this Agreement.	\$100 per incident per day.
10.	Failure to maintain or timely submit to City all documents and reports required under the provisions of this Agreement.	\$100 per incident per day.

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11.	Failure to properly cover materials in Collection Vehicles	\$100 per incident, and any other fines levied by state, local or federal agencies.
12.	Failure to display Contractor's name and Customer Service phone number on Collection Vehicles, except for reserve vehicles.	\$100 per incident per day.
13.	Failure to comply with the hours or days of operation as required by this Agreement	\$100 per incident per day.
14.	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.
15.	Failure to notify Contract Manager of failure to complete daily routes.	\$100 per incident per day.
16.	Changing routes without proper notification to the Contract Manager.	\$100 per incident per day.
17.	Commingling residential and commercial Solid Waste with Recyclable Materials without prior approval from the Contract Manager.	\$300 per incident.
18.	Commingling of materials collected inside and outside the City of Whittier without prior approval by the City.	\$300 per incident.
19.	Failure to repair or replace damaged Carts or Bins within the time required by this Agreement.	\$100 per incident per day.
20.	Failure to deliver or exchange Carts or Bins within the time required by this Agreement.	\$100 per incident per day.
21.	Failure to have Contractor personnel in proper uniform.	\$100 per incident per day.
22.	Disposal of Recyclable Materials in the Disposal Facility without first obtaining the required permission of the City.	\$ 300 per incident.
23.	Failure to provide communications equipment.	\$100 per incident per day.
24.	Each occurrence of discourteous behavior by Collection vehicle personnel, Customer service personnel, or other employees of Contractor.	\$300 per incident.
25.	Failure to deliver any collected materials to the Disposal Facility, Materials Recovery Facility, Green Waste Processing Facility or Organic Waste Processing Facility, as appropriate, except as otherwise expressly provided in this Agreement.	\$300 per incident.
26.	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.
27.	Each failure to notify the appropriate authorities of reportable quantities of Hazardous Waste.	\$300 per incident.
28.	Failure to prepare and mail annual newsletter to all Customers by the end of the year.	\$100 per day until mailer is sent.
29.	Failure to maintain accurate and complete web site dedicated to the services Contractor provides the City	\$100 per day.
30.	Cooperation with Service Provider Transition	
30a.	For each day routing information requested by City in accordance with Section 14.06 is received after City-established due dates, both for preparation of a request for proposals and for new service provider's implementation of service	\$1,000 per day

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30b.	For each day delivery of keys, access codes, remote controls, or other means of access to Solid Waste Containers is delayed beyond one (1) day prior to new service provider servicing Customers with access issues, as described in Section 14.06	\$1,000 per day
30c.	For delay in not meeting the requirements contained in Sections 7.08.2 and 14.06 in a timely manner, in addition to the daily liquidated damages for breach under 30(a) and 30(b) above, liquidated damages.	\$35,000
31.	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 14.06.	\$500 per day.
32.	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.
33.	If after full implementation of programs, City 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

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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 shall invoice the Contractor for the Liquidated Damages owed.
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.

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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

Contractor shall not assign its rights, nor delegate, subcontract or otherwise transfer its obligations under this Agreement (collectively referred to as an "assignment") to any other Person without the prior written consent of City. Any such assignment made without the consent of City shall be void and the attempted assignment shall constitute a material breach of this Agreement.

For purposes of this section the term "assignment" shall be given the broadest possible interpretation, and shall include, but not be limited to (i) a sale,

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exchange or other transfer of substantially all of Contractor's assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of outstanding common stock of Contractor to a third party provided said sale, exchange or transfer may result in a change of control of Contractor; (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in a change of ownership or control of Contractor; (iv) any assignment by operation of law, including those resulting from mergers or acquisitions by or of Contractor of any of its Affiliates, insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contractor's property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, or change of control of Contractor.

Contractor acknowledges that this Agreement involves rendering a vital service to City's residents and businesses, and that City has selected Contractor to perform the services specified herein based on (1) Contractor's experience, skill and reputation for conducting its Solid Waste Collection Services in a safe, effective and responsible fashion, at all times in keeping with applicable Environmental Laws, regulations and best Solid Waste management practices, and (2) Contractor's financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

If Contractor requests City's consideration of and consent to an assignment, City may deny or approve such request in its sole discretion. Any request for an assignment must be approved by the City Manager in writing, and no request by Contractor for consent to an assignment need be considered by City unless and

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until Contractor has met (or with respect to matters that would only occur upon completion of the assignment if approved, made reasonable assurances that it will meet) the following requirements:

- a) Contractor shall pay City its reasonable expenses for attorney's fees and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment. An advance payment towards expenses may be requested by City prior to City consideration of any assignment request and Contractor shall be responsible to pay all costs incurred by City in considering a request for assignment, including those in excess of the aforesaid deposit amount, regardless of whether City consents to the assignment.
- b) Except with respect to an assignment to an Affiliate where the parent guaranty is unchanged, Contractor shall pay the City a transfer fee equal to one percent (1%) of the Gross Receipts it, or its assignee, will receive during the remaining term of the Agreement at rates and service levels in effect at the time of the assignment, as estimated by City.
- c) Except with respect to an assignment to an Affiliate where the parent guaranty is unchanged, Contractor shall furnish City with audited financial statements for itself, and the proposed assignee's operations for the immediately preceding three (3) operating years.
- d) Except with respect to an assignment to an Affiliate where the parent guaranty is unchanged, a proforma financial statement (income statement and balance sheet) for the proposed assignee with the projected results of operations assuming that the assignment is completed. Such proforma financial statement shall reflect any debt to be incurred by the assignee as part of the acquisition of Contractor's operations.

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- e) Except with respect to an assignment to an Affiliate where the parent guaranty is unchanged, Contractor shall furnish City with satisfactory proof:
- (i) that the proposed assignee has at least ten (10) years of Solid Waste management experience on a scale equal to or exceeding the scale of operations conducted by Contractor under this Agreement;
 - (ii) that in the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any federal, state or local agency having jurisdiction over its Solid Waste management operations due to any significant failure to comply with state, federal or local Environmental Laws and that the assignee has provided City with a complete list of any such citations and censures;
 - (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion;
 - (iv) that the proposed assignee conducts its Solid Waste management practices in accordance with sound Solid Waste management practices in full compliance with all federal, state and local laws regulating the Collection and Disposal of Solid Waste including Hazardous Substances; and,
 - (v) of any other information required by City to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.
- f) Under no circumstances shall City be obliged to consider any proposed assignment by City if Contractor is in default at any time during the period of consideration. Should City consent to any assignment request, such assignment shall not take effect until all conditions relating to City's approval have been met.

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

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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 COOPERATION IN PREPARATION FOR TERMINATION OR EXPIRATION OF CONTRACT

Prior to, and at the end of the Term or in the event this Agreement is terminated for cause prior to the end of the Term, Contractor shall cooperate fully with City and any subsequent Solid Waste enterprise it designates to assure a smooth transition of Solid Waste Collection Services. Contractor's cooperation shall include, but not be limited to, providing Customer data and route lists in an electronic format, route maps, fleet information, Container inventory of all Carts, Bins and Roll-Off Boxes, Billing information and other operating records needed to service all Premises covered by this Agreement. The failure to cooperate with City following termination shall be conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant.

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

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

Contractor shall provide a new service provider with all keys, security codes and remote controls used to access garages and Bin enclosures. Contractor shall be responsible for coordinating transfer immediately after Contractor's final pickups, so as not to disrupt service. Contractor shall provide City with detailed route sheets containing service names and addresses, Billing names and addresses, monthly rate and service levels (number and size of Containers and pickup days) at least 90 days prior to the transition date, and provide an updated list two weeks before the transition and a final list of changes the day before the transition. Contractor shall provide means of access to the new service provider at least one full business day prior to the first day of Collection by another party, and always within sufficient time so as not to impede in any way the new service provider from easily servicing all Containers.

14.07 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.

14.08 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

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give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters.

14.08.1 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 2 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.

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14.08.2 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.

14.08.3 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.

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- 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.

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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.

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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

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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 (beyond normal wear and tear), 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

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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.

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15.14 CITY OWNERSHIP

All reports, documents, brochures, public education materials, and other written, printed, electronic or photographic materials developed by City or Contractor specifically for the services to be performed by Contractor under this Agreement 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 "11" 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.

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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.

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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

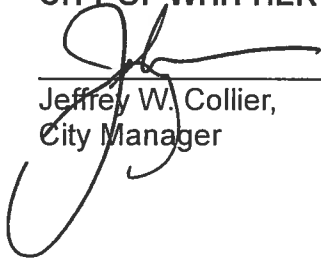
Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made by written notice.

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.

CITY OF WHITTIER – SOLID WASTE SERVICES AGREEMENT

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

CITY OF WHITTIER



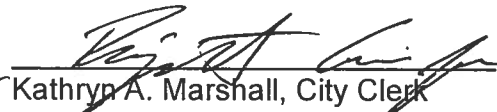
Jeffrey W. Collier,
City Manager

CONTRACTOR



Ronald J. Arakelian III

ATTEST:

for 
Kathryn A. Marshall, City Clerk

APPROVED AS TO FORM


Richard D. Jones, City Attorney 9/ /Date

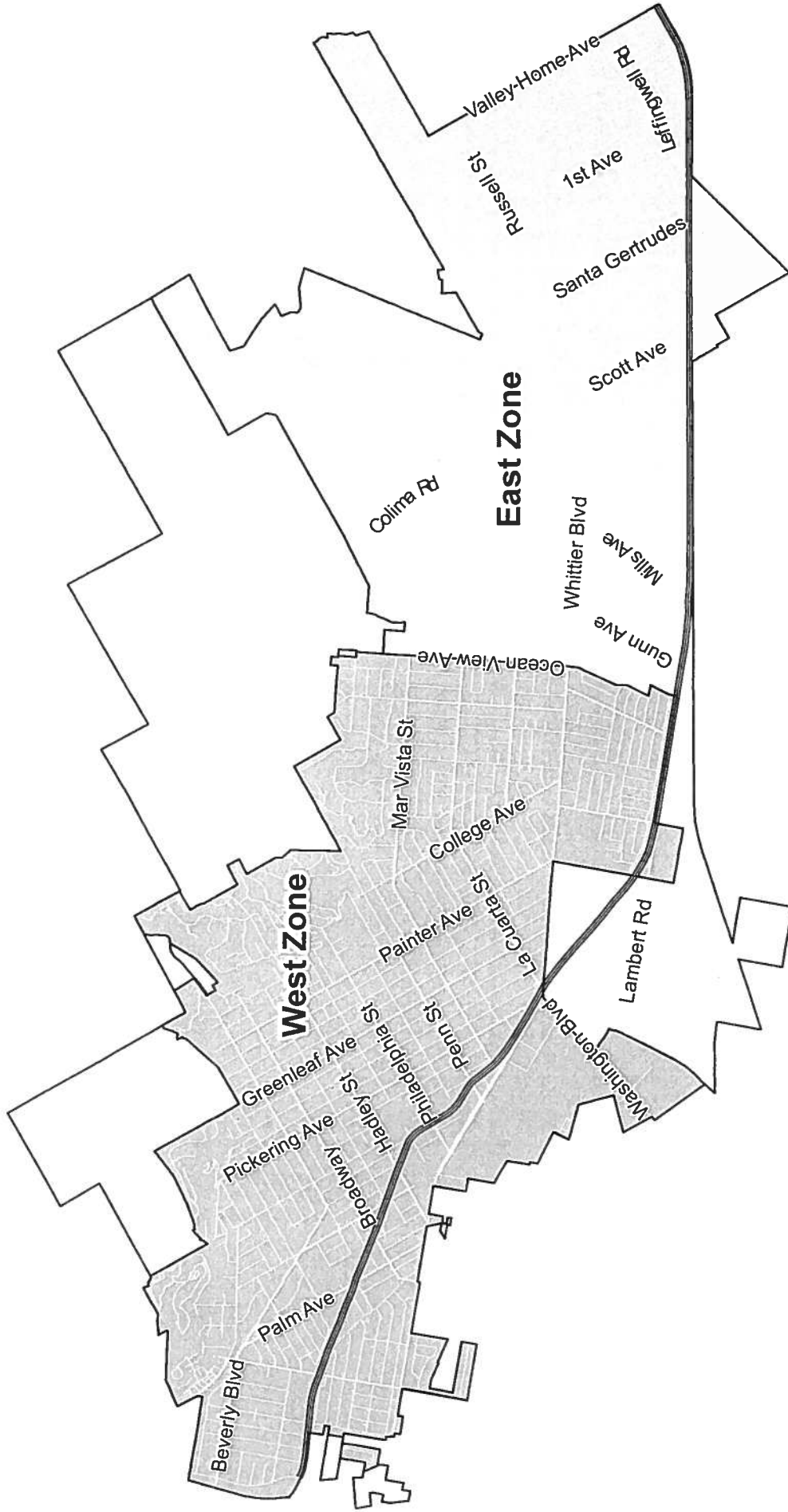
CITY OF WHITTIER – SOLID WASTE SERVICES AGREEMENT



Solid Waste Collection Sanitary Zones

Adopted 7/11/2017

EXHIBIT 1



- West Zone
- East Zone
- Greenway Trail
- Street



EXHIBIT 2A - RESIDENTIAL SERVICES

INITIAL MAXIMUM RATES

Residential Premises - CORE SERVICES		MAXIMUM RATE	
A.	SFD CART SERVICE - One 64-gallon refuse, one 96-gallon recycling, and one 96-gallon green waste carts - weekly collection*	\$22.37	Per Month
A1.	Street Sweeping Fee	\$1.84	Per Month
B.	Utility User's Tax Exemption Discount	(\$5.00)	Per Month
C.	Additional Refuse Cart(s) - each	\$7.13	Per Month
D.	Additional Green Waste Carts - each after first two (2)	\$7.13	Per Month
E.	All additional Recycling Carts will be free of charge	No Charge	
F.	Cart Delivery (addition, removal or exchange) beyond three (3) per customer per Agreement Year	\$40.00	Per Trip
G.	Cart Replacement due to customer damage	\$75.00	Per Event
H.	On-Call Bulky Waste / E-Waste beyond four (4) pickups per Agreement Year, or 3 items per pickup (Single and Multi-Family)	\$55.00	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
M.	Additional Special Overage Pickup for Automated Cart Customers (in excess of two pickups per Year)	\$5.00	Per Pickup

* 64-gallon refuse cart maybe replaced with up to two 32-gallon refuse carts at customer request at the same charge.

EXHIBIT 2B - COMMERCIAL SERVICES

INITIAL MAXIMUM RATES

Commercial & Multi-Family Refuse Service Rates							
Container Size	Pickups per Week						
	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk	Extra Dump
1 Cubic Yard	\$57.93	\$111.69	\$165.30	\$218.20	\$270.57	\$323.87	\$55.00
2 Cubic Yards	\$110.68	\$210.43	\$310.19	\$409.94	\$509.70	\$609.46	\$55.00
3 Cubic Yards	\$160.87	\$303.17	\$445.46	\$587.75	\$730.04	\$872.34	\$55.00
4 Cubic Yards	\$264.34	\$373.58	\$539.61	\$712.05	\$884.49	\$1,056.93	\$55.00
6 Cubic Yards	\$409.20	\$579.04	\$744.21	\$1,029.57	\$1,310.91	\$1,594.14	\$55.00
96 Gal Cart	\$28.09	\$64.04	\$99.99	\$135.94	\$171.90	\$207.85	\$55.00
300 Gal Cart	\$84.52	\$163.00	\$241.49	\$319.98	\$398.47	\$476.96	\$55.00
Street Sweeping Fee (1 st Container Only)	\$1.84	\$1.84	\$1.84	\$1.84	\$1.84	\$1.84	

Commercial & Multi-Family Source-Separated Single Stream Recycling Services Rates*							
Container Size	Pickups per Week						
	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk	Extra Dump
3 Cubic Yards	\$120.65	\$227.38	\$334.10	\$440.81	\$547.53	\$654.26	\$45.00
96 Gal Cart	\$21.07	\$48.03	\$74.99	\$101.96	\$128.93	\$155.89	\$45.00

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

Commercial & Multi-Family Green Waste Service Rates							
Container Size	Pickups per Week						
	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk	Extra Dump
1 Cubic Yard	\$54.90	\$105.22	\$155.52	\$205.83	\$256.15	\$306.45	\$ 35.00
2 Cubic Yards	\$99.04	\$186.75	\$274.45	\$362.16	\$449.87	\$537.57	\$35.00
3 Cubic Yards	\$143.18	\$268.28	\$393.38	\$518.49	\$643.59	\$768.69	\$35.00
4 Cubic Yards	\$224.69	\$354.82	\$521.46	\$688.10	\$854.74	\$1,021.39	\$35.00
6 Cubic Yards	\$347.82	\$492.18	\$708.09	\$933.28	\$1,158.46	\$1,383.65	\$35.00
96 Gal Cart	\$44.30	\$95.66	\$147.01	\$198.37	\$249.73	\$301.09	\$35.00

Commercial & Multi-Family Organics Rates							
Container Size	Pickups per Week						
	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk	Extra Dump
64 Gal Cart	\$ 42.16	\$ 83.17	\$ 124.18	\$ 165.19	\$ 206.20	\$ 247.20	\$ 35.00
2 Cubic Yards	\$ 134.23	\$ 268.46	\$ 402.69	\$ 536.92	\$ 671.15	\$ 805.38	\$ 60.00
3 Cubic Yards	\$ 201.35	\$ 402.69	\$ 604.04	\$ 805.38	\$1,006.73	\$1,208.07	\$ 75.00

Locking Bin and Roll-Out/Scout Service						
Service	Pickups per Week					
	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk
Locking Bin	\$5.00	\$10.00	\$15.00	\$20.00	\$25.00	\$30.00
Roll-Out Service	\$55.00	\$55.00	\$75.00	\$100.00	\$125.00	\$150.00

EXHIBIT 2B - COMMERCIAL SERVICES (continued)

INITIAL MAXIMUM RATES (continued)

Compactor Service Rates*						
Container Size	Pickups per Week					
	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk
2 Cubic Yards	\$308.37	\$483.11	\$710.01	\$936.90	\$1,163.80	\$1,390.69
3 Cubic Yards	\$370.40	\$694.04	\$1,017.68	\$1,341.32	\$1,664.96	\$1,988.60
Locking Bin	\$5.00	\$10.00	\$15.00	\$20.00	\$25.00	\$30.00

*Compactor Service for Commercial or Multi-Family Premises.

Commercial Temporary Bin Service Rates		
ITEM	TEMPORARY BIN SERVICE	MAXIMUM RATE
A.	3-Yard Bin: Delivery and Removal - 1 st Dump	\$100.00
B.	3-Yard Bin: Each additional dump	\$70.00
C.	3-Yard Bin Dead Run - Temporary service	\$85.00
D.	3-Yard Bin Rental after 7 days with no dump	\$30.00

EXHIBIT 2C - ROLL-OFF SERVICES

INITIAL MAXIMUM RATES

Regular Roll-Off & Compactor Roll-Off Service Rates		
ITEM	SERVICE	MAXIMUM RATE
A.	Per Pull - Any Size (regular, C&D and clean inerts)	\$293.76
B.	Per Ton - Roll-Off Landfill Disposal Fee ⁽¹⁾	\$57.71
C.	Per Ton - C&D MRF	\$70.00
D.	Clean Inert C&D - 10 Yard, per ton fee	Actual gate fee, grossed up for franchise fee ⁽²⁾
E.	Daily Rental (after 7 days with no dump)	\$25.00
F.	Dead Run	\$150.00

(1) Landfill fee grossed up for 18% franchise fee: $\$47.32 \text{ Landfill Fee} \div 0.82 = \57.71

(2) Formula to gross up for 18% franchise fee: $\text{Actual Gate Rate Per Ton} \div 0.82$

EXHIBIT 2D - OTHER SERVICES

INITIAL MAXIMUM RATES

Rates - Other Services			
	OTHER SERVICES	MAXIMUM RATE	
A.	On-Call Bulky Waste (Commercial)	\$50.00	Per Item
B.	Emergency Service	\$125.00	Per Hour
C.	Late Fee	1.5%	Per Month
D.	Bin Washing Service beyond once per year	\$50.00	Per Bin
E.	On-Call U-Waste and E-Waste Collection (Commercial)	Rates negotiated with customer	
F.	Special Cleanup Events beyond 48 Cleanups per Agreement Year	\$100.00	Per Event
G.	Additional Porter Service - in excess of 50 hours per week, if requested by City	\$100.00	Per Hour

EXHIBIT 2E - MAXIMUM MONTHLY COMMERCIAL UPTOWN SHARED COMPACTOR RATES

(based on estimated waste generation)

INITIAL MAXIMUM RATES*										
Customer Generation	0.5 cubic yard or 100 gallons	1 cubic yard or 200 gallons	1.5 cubic yards or 300 gallons	2 cubic yards or 400 gallons	2.5 cubic yards or 500 gallons	3 cubic yards or 600 gallons	3.5 cubic yards or 700 gallons	4 cubic yards or 800 gallons	4.5 cubic yards or 900 gallons	5 cubic yards or 1,000 gallons
Monthly Rate	\$ 28.09	\$ 57.93	\$ 84.52	\$ 110.68	\$ 136.84	\$ 163.00	\$ 189.16	\$ 218.16	\$ 241.49	\$ 284.00

Customer Generation	5.5 cubic yards or 1,100 gallons	6 cubic yards or 1,200 gallons	6.5 cubic yards or 1,300 gallons	7 cubic yards or 1,400 gallons	7.5 cubic yards or 1,500 gallons	8 cubic yards or 1,600 gallons	9 cubic yards or 1,800 gallons	10 cubic yards or 2,000 gallons	11 cubic yards or 2,200 gallons	12 cubic yards or 2,400 gallons
Monthly Rate	\$ 284.00	\$ 319.98	\$ 345.98	\$ 371.98	\$ 398.47	\$ 437.47	\$ 476.96	\$ 525.93	\$ 575.96	\$ 625.25

Customer Generation	13 cubic yards or 2,600 gallons	14 cubic yards or 2,800 gallons	15 cubic yards or 3,000 gallons	16 cubic yards or 3,200 gallons	17 cubic yards or 3,400 gallons	18 cubic yards or 3,600 gallons
Monthly Rate	\$ 666.25	\$ 707.50	\$ 748.75	\$ 789.25	\$ 830.50	\$ 871.82

* Note: Rates to be adjusted based on the waste generation per shared compactor customer study to be performed annually by Contractor for review and approval by the City to pass-through to customers the shared compactor costs identified in Exhibit 2B.

EXHIBIT 3

EXAMPLE RATE ADJUSTMENT FORMULA

Residential Service Rates (For Rates in Exhibit 2A)

Step One: Calculate percentage change in indices.

Row	Adjustment Factor	Index	A	B	C1	C2	C3	C4	C5
			Old Index Value	New Index Value	Percent Change In Index ((Column B + Column A) - 1)	Prior Year Carryover (If Applicable)	Max Allowed	Percent Change for Rate Adjustment	Next Year Carryover
1	Collection	(1)	245,376	255,533	4.1%	0.0%	3.5%	3.5%	0.6%
2	Labor	(2)	N/A	N/A	3.5%	N/A	N/A	3.5%	N/A
3	Disposal	(3)	\$47.32	\$49.69	5.0%	N/A	N/A	5.0%	N/A
4	Fuel	(4)	176,800	172,100	-2.5%	N/A	N/A	-2.5%	N/A

Step Two: Determine weighted percentage change in rates.

Row	Adjustment Factor	D	E	F
		Cost Factor Category Weighted as a % of Component Total (G)	Percent Change In Index (From Column C4)	Total Weighted Change (Column D x Column E)
5	Collection	(1) 45%	3.5%	1.6%
6	Labor	(2) 30%	3.5%	1.1%
7	Disposal	(3) 20%	5.0%	1.0%
8	Fuel	(4) 5%	-2.5%	-0.1%
9	Total	100.0%		3.6%

Step Three: Apply percentage change to rates.

Row	Rate Category (6)(7)	G	H	I	J
		Current Rate	Total Weighted Percentage Change (From Column F)	Rate Increase or Decrease (Column G x Column H)	Adjusted Rate (Column G + Column I)
10	Example Standard Cart Service	\$22.37	3.6%	\$0.81	\$23.18
11	Example Additional Refuse Cart(s) - Each	\$7.13	3.6%	\$0.26	\$7.39
12	Example Additional Green Waste Carts - Each After First Three	\$7.13	3.6%	\$0.26	\$7.39
13	Example Cart Delivery (Addition, Removal or Exchange) Beyond Three Per Customer Per Agreement Year	\$40.00	3.6%	\$1.44	\$41.44
14	Example Cart Replacement Due to Customer Damage	\$75.00	3.6%	\$2.70	\$77.70
15	Example On-Call Bulky Waste / E-Waste Beyond Four Pickups Per Agreement Year or Three Items Per Pickup	\$55.00	3.6%	\$1.98	\$56.98
16	Example Cart Roll-Out Service - Incremental Charge (in Addition to Standard Cart Service in Row 10)	\$23.45	3.6%	\$0.84	\$24.29

Step Four: Recalculate cost component weightings for next rate adjustment.

Row	Adjustment Factor	K	L	M	N	O
		Cost Component (From Column D)	Percent Change In Index (From Column E)	Change in Cost Component Weightings (Column K x Column L)	Adjusted Cost Component Weightings (Column K + Column M)	Cost Components Reweighted to Equal 100% (Column N Row + Column N Total)
17	Collection	45.0%	3.5%	1.6%	46.6%	45.0%
18	Labor	30.0%	3.5%	1.1%	31.1%	30.0%
19	Disposal	20.0%	5.0%	1.0%	21.0%	20.3%
20	Fuel	5.0%	-2.5%	-0.1%	4.9%	4.7%
21	Total	100.0%			103.6%	100.0%

(1) The increase or decrease will be for the change in the average annual published Consumer Price Index for All Urban Consumers (CUJRA421SA0L1E), all items less food and energy - Los Angeles-Riverside-Orange County, CA, for the twelve (12) month period ending December prior to the July 1 when the rate change will take effect. The collection component increase shall not exceed 3.5%, any excess above 3.5% shall be rolled over and applied to subsequent rate adjustments (provided that no subsequent rate adjustment to the collection component would exceed 3.5%).

(2) See the Labor Component Calculation in Exhibit 3-5.

(3) Actual change at Savage Canyon Landfill - Starting index value is \$47.32 per ton.

(4) The increase or decrease will be for the change in the average annual published Producer Price Index WPU05522101, Fuels and related products and power - Commercial natural gas, for the twelve (12) month period ending December prior to the July 1 when the rate change will take effect.

(5) The first year weightings are based on percentages included in Section 9.02.1. When the first adjustment is calculated, the resulting re-weightings in column "O" will be used as the new weightings for the following year adjustments.

(6) The rates for the following items are not subject to the periodic rate adjustments described in this Exhibit and in Section 9.02 of the Agreement, and thus, are not included in the calculations above:

- Street Sweeping Fee \$1.84
- Utility Users' Tax Exemption Discount (\$5.00)

(7) The rate categories shown are not all inclusive and do not include items that are provided at no charge to customers.

EXHIBIT 3

EXAMPLE RATE ADJUSTMENT FORMULA

Multi-Family and Commercial Services Rates (For Rates in Exhibit 2B)

Step One: Calculate percentage change in indices.

Row	Adjustment Factor	Index	A	B	C1	C2	C3	C4	C5
			Old Index Value	New Index Value	Percent Change in Index ((Column B + Column A) - 1)	Prior Year Carryover (If Applicable)	Max Allowed	Percent Change for Rate Adjustment	Next Year Carryover
1	Collection	(1)	245,378	255,533	4.1%	0.0%	3.5%	3.5%	0.6%
2	Labor	(2)	N/A	N/A	3.5%	N/A	N/A	3.5%	N/A
3	Disposal	(3)	\$47.32	\$49.69	5.0%	N/A	N/A	5.0%	N/A
4	Fuel	(4)	178,600	172,100	-2.5%	N/A	N/A	-2.5%	N/A

Step Two: Determine weighted percentage change in rates.

Row	Adjustment Factor	Index	D	E	F
			Cost Factor Category Weighted as a % of Component Total (5)	Percent Change in Index (From Column C4)	Total Weighted Change (Column D x Column E)
5	Collection	(1)	30%	3.5%	1.1%
6	Labor	(2)	30%	3.5%	1.1%
7	Disposal	(3)	35%	5.0%	1.8%
8	Fuel	(4)	5%	-2.5%	-0.1%
9	Total		100.0%		3.9%

Step Three: Apply percentage change to rates.

Row	Rate Category (6)(7)	G	H	I	J
		Current Rate	Total Weighted Percentage Change (From Column F)	Rate Increase or Decrease (Column G x Column H)	Adjusted Rate (Column G + Column I)
10	Example 2 CY Refuse Bin 1x/wk	\$110.88	3.9%	\$4.32	\$115.00
11	Example 2 CY Compactor Bin 1x/wk	\$308.37	3.9%	\$12.03	\$320.40
12	Example 2 CY Green Waste Bin 1x/wk	\$99.04	3.9%	\$3.86	\$102.90
13	Example 2 CY Organics Bin 1x/wk	\$134.23	3.9%	\$5.23	\$139.46
14	Example Roll-Out Service	\$55.00	3.9%	\$2.15	\$57.15
15	Example Locking Bin	\$5.00	3.9%	\$0.20	\$5.20
16	Example Commercial Temporary 3 CY Bin, Delivery and Removal (1st Dump)	\$100.00	3.9%	\$3.90	\$103.90
17	Example Commercial Temporary 3 CY Bin, Each Additional Dump	\$70.00	3.9%	\$2.73	\$72.73
18	Example Commercial Temporary 3 CY Bin, Dead Run	\$85.00	3.9%	\$3.32	\$88.32
19	Example Commercial Temporary 3 CY Bin, Rental After 7 Days With no Dump	\$30.00	3.9%	\$1.17	\$31.17

Step Four: Recalculate cost component weightings for next rate adjustment.

Row	Adjustment Factor	K	L	M	N	O
		Cost Component (From Column D)	Percent Change in Index (From Column E)	Change in Cost Component Weightings (Column K x Column L)	Adjusted Cost Component Weightings (Column K + Column M)	Cost Components Reweighted to Equal 100% (Column N Row + Column O Total)
18	Collection	30.0%	3.5%	1.1%	31.1%	29.9%
19	Labor	30.0%	3.5%	1.1%	31.1%	29.9%
20	Disposal	35.0%	5.0%	1.8%	36.8%	35.4%
21	Fuel	5.0%	-2.5%	-0.1%	4.9%	4.8%
22	Total	100.0%			103.9%	100.0%

- (1) The increase or decrease will be for the change in the average annual published Consumer Price Index for All Urban Consumers (CUURA421SADL1E), all items less food and energy - Los Angeles-Riverside-Orange County, CA, for the twelve (12) month period ending December prior to the July 1 when the rate change will take effect. The collection component increase shall not exceed 3.5%, any excess above 3.5% shall be rolled over and applied to subsequent rate adjustments (provided that no subsequent rate adjustment to the collection component would exceed 3.5%).
- (2) See the Labor Component Calculation in Exhibit 3-5
- (3) Actual change at Savage Canyon Landfill - Starting index value is \$47.32 per ton
- (4) The increase or decrease will be for the change in the average annual published Producer Price Index WPU05522101 Fuels and related products and power - Commercial natural gas, for the twelve (12) month period ending December prior to the July 1 when the rate change will take effect
- (5) The first year weightings are based on percentages included in Section 9 02 1. When the first adjustment is calculated, the resulting re-weightings in column "O" will be used as the new weightings for the following year adjustments
- (6) Example rate categories shown are not all inclusive
- (7) Per Section 9 02 4, 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

EXHIBIT 3

EXAMPLE RATE ADJUSTMENT FORMULA

Permanent and Temporary Roll-Off Service Rates (For Rates in Exhibit 2C)

Step One: Calculate percentage change in indices for the Pull Fee rate category.

Row	Adjustment Factor	Index	A	B	C1	C2	C3	C4	C5
			Old Index Value	New Index Value	Percent Change in Index ((Column B + Column A) - 1)	Prior Year Carryover (If Applicable)	Max Allowed	Percent Change for Rate Adjustment	Next Year Carryover
1	Collection	(1)	245,376	255,533	4.1%	0.0%	3.5%	3.5%	0.6%
2	Labor	(2)	N/A	N/A	3.5%	N/A	N/A	3.5%	N/A
3	Fuel	(3)	176,600	172,100	-2.5%	N/A	N/A	-2.5%	N/A

Step Two: Determine weighted percentage change in rates for the Pull Fee rate category.

Row	Adjustment Factor	Index	D	E	F
			Cost Factor Category Weighted as a % of Component Total (4)	Percent Change in Index (From Column C4)	Total Weighted Change (Column D x Column E)
4	Collection	(1)	37%	3.5%	1.3%
5	Labor	(2)	54%	3.5%	1.9%
6	Fuel	(3)	9%	-2.5%	-0.2%
7	Total		100.0%		3.0%

Step Three: Apply percentage change to rates for the Pull Fee rate category.

Row	Rate Category	G	H	I	J
		Current Rate	Total Weighted Percentage Change (From Column F)	Rate Increase or Decrease (Column G x Column H)	Adjusted Rate (Column G + Column I)
8	Pull Fee Per Load - All Types and Sizes	\$293.76	3.0%	\$8.81	\$302.57

Step Four: Recalculate cost component weightings for next rate adjustment for the Pull Fee rate category.

Row	Adjustment Factor	Index	K	L	M	N	O
			Cost Component (From Column D)	Percent Change in Index (From Column E)	Change in Cost Component Weightings (Column K x Column L)	Adjusted Cost Component Weightings (Column K + Column M)	Cost Components Reweighted to Equal 100% (Column N Row + Column O Total)
9	Collection		37.0%	3.5%	1.3%	38.3%	37.2%
10	Labor		54.0%	3.5%	1.9%	55.9%	54.3%
11	Fuel		9.0%	-2.5%	-0.2%	8.8%	8.5%
12	Total		100.0%			103.0%	100.0%

Step Five: Calculate percentage change in indices for Roll-Off disposal and processing and other Roll-Off charges.

Row	Adjustment Factor	Index	P	Q	R1	R2	R3	R4	R5
			Old Index Value	New Index Value	Percent Change in Index ((Column Q + Column P) - 1)	Prior Year Carryover (If Applicable)	Max Allowed	Percent Change for Rate Adjustment	Next Year Carryover
13	Landfill Disposal	(5)	\$47.32	\$49.69	5.0%	N/A	N/A	5.0%	N/A
14	Mixed C&D Processing	(6)	245,376	255,533	4.1%	0.0%	3.5%	3.5%	0.6%
15	Clean Inert C&D - 10 Yard Per Ton Fee	(7)	Actual Gate Fee	Actual Gate Fee	N/A	N/A	N/A	N/A	N/A
16	All Other Roll-Off Charges	(8)	245,376	255,533	4.1%	0.0%	3.5%	3.5%	0.6%

Step Six: Apply percentage change to rates.

Row	Rate Category	S	T	U	V
		Current Rate	Total Weighted Percentage Change (From Column R4)	Rate Increase or Decrease (Column S x Column T)	Adjusted Rate (Column S + Column U)
17	Per Ton - Roll-Off Landfill Disposal (9)	\$57.71	5.0%	\$2.89	\$60.60
18	Per Ton - C&D MRF	\$70.00	3.5%	\$2.45	\$72.45
19	Example Daily Rental (After 7 Days With no Dump)	\$25.00	3.5%	\$0.88	\$25.88
20	Example Dead Run	\$150.00	3.5%	\$5.25	\$155.25

- (1) The increase or decrease will be for the change in the average annual published Consumer Price Index for All Urban Consumers (CUURA421SA0L1E), all items less food and energy - Los Angeles-Riverside-Orange County, CA, for the twelve (12) month period ending December prior to the July 1 when the rate change will take effect. The collection component increase shall not exceed 3.5%, any excess above 3.5% shall be rolled over and applied to subsequent rate adjustments (provided that no subsequent rate adjustment to the collection component would exceed 3.5%)
- (2) See the Labor Component Calculation in Exhibit 3-5
- (3) The increase or decrease will be for the change in the average annual published Producer Price Index WPU05522101, Fuels and related products and power - Commercial natural gas, for the twelve (12) month period ending December prior to the July 1 when the rate change will take effect
- (4) The first year weightings are based on percentages included in Section 9 02 1. When the first adjustment is calculated, the resulting re-weightings in column "O" will be used as the new weightings for the following year adjustments.
- (5) Actual gate fee per ton at Savage Canyon Landfill
- (6) The increase or decrease will be for the change in the average annual published Consumer Price Index for All Urban Consumers (CUURA421SA0L1E), all items less food and energy - Los Angeles-Riverside-Orange County, CA, for the twelve (12) month period ending December prior to the July 1 when the rate change will take effect. The Mixed C&D component increase shall not exceed 3.5%, any excess above 3.5% shall be rolled over and applied to subsequent rate adjustments (provided that no subsequent rate adjustment to the Mixed C&D component would exceed 3.5%)
- (7) Actual charge per ton at inert facility, grossed up for City's 18% franchise fee
- (8) The increase or decrease will be for the change in the average annual published Consumer Price Index for All Urban Consumers (CUURA421SA0L1E), all items less food and energy - Los Angeles-Riverside-Orange County, CA, for the twelve (12) month period ending December prior to the July 1 when the rate change will take effect. The Other Roll-Off Charges component increase shall not exceed 3.5%, any excess above 3.5% shall be rolled over and applied to subsequent rate adjustments (provided that no subsequent rate adjustment to the Other Roll-Off Charges component would exceed 3.5%)
- (9) Per ton Roll-Off fee grossed up for the City's 18% franchise fee

EXHIBIT 3

EXAMPLE RATE ADJUSTMENT FORMULA

Other Service Rates (For Rates in Exhibit 2D)

Step One: Calculate percentage change in indices.

Row	Adjustment Factor	Index	A	B	C1	C2	C3	C4	C5
			Old Index Value	New Index Value	Percent Change In Index ((Column B + Column A) - 1)	Prior Year Carryover (If Applicable)	Max Allowed	Percent Change for Rate Adjustment	Next Year Carryover
1	Collection	(1)	245 376	255 533	4.1%	0.0%	3.5%	3.5%	0.6%

Step Two: Apply percentage change in rates.

Row	Rate Category	D	E	F	G
		Current Rate	Total Weighted Percentage Change (From Column C4)	Rate Increase or Decrease (Column D x Column E)	Adjusted Rate (Column D + Column F)
2	Example Commercial On-Call Bulky Waste (Per Item)	\$50.00	3.5%	\$1.75	\$51.75
3	Example Emergency Service (Per Hour)	\$125.00	3.5%	\$4.38	\$129.38
5	Example Bin Washing Service Beyond Once Per Year	\$50.00	3.5%	\$1.75	\$51.75
6	Example Special Cleanup Events Beyond 48 Cleanups Per Agreement Year	\$50.00	3.5%	\$1.75	\$51.75

(1) The increase or decrease will be for the change in the average annual published Consumer Price Index for All Urban Consumers (CUUR4421SA0L1E), all items less food and energy - Los Angeles-Riverside-Orange County, CA, for the twelve (12) month period ending December prior to the July 1 when the rate change will take effect. The collection component increase shall not exceed 3.5%, any excess above 3.5% shall be rolled over and applied to subsequent rate adjustments (provided that no subsequent rate adjustment to the collection component would exceed 3.5%)

EXHIBIT 3

EXAMPLE RATE ADJUSTMENT FORMULA

Labor Component Calculation

Step One: Calculate percentage change in hourly driver wages and monthly driver benefits.

Row	Adjustment Factor		A	B	C
			Old Index Value	New Index Value	Percent Change in Index ((Column B + Column A) - 1)
1	Driver Wages (Hourly)	(1)	\$23.50	\$24.10	2.6%
2	Driver Benefits (Monthly)	(2)	\$1,049.76	\$1,133.74	8.0%

Step Two: Determine weighted percentage change in rates for the Labor Adjustment Factor

Row	Adjustment Factor		D	E	F
			Cost Factor Category Weighted as a % of Component Total (3)	Percent Change in Index (From Column C)	Total Weighted Change (Column D x Column E)
3	Driver Wages (Hourly)		84%	2.6%	2.2%
4	Driver Benefits (Monthly)		16%	8.0%	1.3%
5	Total Labor Component Cumulative Rate Adjustment		100.0%		3.5%

(1) Highest Hourly Wage Rate - Appendix A, Page 23, from the Agreement between Consolidated Disposal Service, L.L.C. and Package and General Utility Drivers Local Union 396, affiliated with International Brotherhood of Teamsters (Labor Agreement).

(2) Yearly Benefit Rate - Article 18 Section 2, Page 19, from the Labor Agreement.

(3) Weightings used in the calculation of the Labor Component Calculation are based on the percentages included in Section 9 02 1, which are fixed at 84% for Driver Wages (Hourly) and 16% for Driver Benefits (Monthly) for the term of the contract for rate adjustment purposes.

EXAMPLE RATE ADJUSTMENT FORMULA

Indices**Collection Index****CPI-All Urban Consumers (Current Series)****Original Data Value**

Series Id: CUURA421SA0L1E

Not Seasonally Adjusted

Series Title: All items less food and energy in Los Angeles-

Area: Los Angeles-Riverside-Orange County, CA

Item: All items less food and energy

Base Period: 1982-84=100

Years: 2007 to 2017

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Average	HALF1	HALF2
2007	216 196	217 809	218 307	218 886	218 837	218 625	219 728	220 477	220 807	221 060	221 000	220 506	219 353	218 110	220 596
2008	222 048	222 762	223 499	223 540	224 626	225 185	225 777	226 574	226 771	226 751	226 671	225 997	225 017	223 610	226 424
2009	226 702	226 645	227 058	226 867	226 742	226 616	227 124	227 182	228 038	227 561	226 946	226 083	226 964	226 772	227 156
2010	226 473	227 049	227 336	227 623	227 967	227 904	227 860	228 500	228 657	228 242	227 450	227 267	227 694	227 392	227 996
2011	229 027	229 461	230 301	230 232	230 152	230 659	230 027	230 389	231 100	230 998	230 686	230 229	230 272	229 972	230 572
2012	232 025	232 357	233 472	234 011	234 033	234 228	234 886	235 380	236 132	236 660	236 110	234 843	234 511	233 354	235 669
2013	236 321	236 585	237 113	236 908	237 043	236 819	236 625	237 591	237 654	238 825	238 064	237 852	237 283	236 798	237 769
2014	239 084	239 908	240 322	240 507	240 366	240 460	240 981	241 574	242 016	242 360	241 842	241 491	240 909	240 108	241 711
2015	242 003	242 806	243 957	244 138	244 800	245 236	245 394	245 896	246 488	247 539	248 120	248 140	245 376	243 823	246 930
2016	249 652	251 059	251 438	251 672	253 179	253 074	253 042	253 775	253 898	254 388	253 711	253 882	255 533	251 679	253 783
2017	256 209	257 518	257 903	258 472											

Disposal Index**Gate rate at Savage Canyon Landfill as of July 1st.**

Year 1	\$ 47.32
Year 2	\$ 49.69

Fuel Index**PPI Commodity Data****Original Data Value**

Series Id: WPU05522101

Not Seasonally Adjusted

Group: Fuels and related products and power

Item: Commercial natural gas

Base Date: 199012

Years: 2007 to 2017

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Average
2007	233 6	234 5	239 8	235 8	235 9	241 1	239 1	229 8	231 0	232 0	237 9	237 2	235 6
2008	236 3	242 4	250 9	261 8	275 9	289 4	319 4	321 2	292 5	262 6	258 0	254 1	272 0
2009	249 0	235 9	223 7	209 2	197 1	197 8	205 1	206 6	202 9	198 6	209 7	206 8	211 9
2010	216 5	216 1	210 1	204 7	199 3	203 3	212 4	217 3	210 2	202 5	200 4	203 5	208 0
2011	203 9	206 1	202 2	201 2	197 6	200 4	206 0	201 4	198 0	194 4	195 1	193 9	200 1
2012	190 0	184 8	180 2	173 8	165 5	169 4	172 9	176 2	174 2	176 5	184 4	184 7	177 7
2013	184 3	185 4	183 2	187 5	190 8	189 7	186 2	184 3	181 9	183 6	190 3	189 3	186 4
2014	195 0	202 2	216 3	209 1	206 2	201 6	203 1	197 1	195 3	191 4	193 6	198 3	200 8
2015	196 6	189 8	183 1	175 0	169 3	173 6	173 5	174 9	171 0	170 4	171 1	171 1	176 6
2016	173 1	171 4	164 2	163 2	161 4	161 7	170 3	176 5	176 5	178 5	183 4	184 5	172 1
2017	192 1	191 4	188 4	189 1	187 6								

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That ATHENS SERVICES (hereinafter called Principal), as Principal and The Hanover Insurance Company, a corporation of the State of New Hampshire, with its Home Office in the City of Worcester, Massachusetts, and duly authorized and licensed to do business in the State of CALIFORNIA (hereinafter called Surety), as Surety, are held and firmly bound unto CITY OF WHITTIER (hereinafter called Owner), in the full and just sum of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 Dollars (\$ 1,500,000.00), to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 22ND day of AUGUST, 2017.

WHEREAS, the Principal has entered into a certain written agreement, dated the 18TH day of AUGUST, 2017, with the Owner for AN EXCLUSIVE FRANCHISE AGREEMENT FOR THE PROVISION OF SOLID WASTE AND RECYCLING SERVICES

which agreement is or may be attached hereto for reference.


NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Principal shall well and truly perform and carry out the covenants, terms and conditions of said agreement, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the term of this bond shall be for the period from AUGUST 22, 2017 through AUGUST 22, 2018, and any annual extensions of this bond shall be executed via Certificate of Continuation. The failure of the Surety to extend this bond at any annual bond anniversary shall not in itself be the basis for a claim against the bond. Any and all claims by the Obligee shall be reimbursed by the Surety on the basis of reasonable, actual costs incurred of takeover by the Obligee. The Obligee, with the acceptance of this bond, acknowledges that the provision and conditions of this bond are specifically incorporated in the Contract as an amendment thereto and that the language of this bond shall supersede and preempt any Contract language to the contrary. Surety may cancel this bond at any time, without notice or demand, for failure to pay premium, collateral or other amounts due under this bond. Regardless of the number of extensions of this bond, the aggregate liability of the Surety is limited to the penal amount and shall not be cumulative.

No right of action shall accrue on this bond to or for the use of any person, governmental entity or corporation other than the Obligee. Any suit under this bond must be instituted before the expiration of one (1) year from the first occurrence date of any event that forms the basis for the material service default underlying the Conditions Precedent unless such limitation is prohibited by the law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Signed and sealed on AUGUST 22, 2017

ATTEST:



(If Corporate)

ATHENS SERVICES

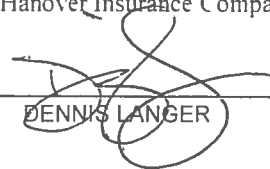
(SEAL)

ATTEST:


HARRISON YOSHIOKA, ASSOCIATE ACCOUNT MANAGER

The Hanover Insurance Company

By



DENNIS LANGER

, ATTORNEY-IN-FACT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of LOS ANGELES)

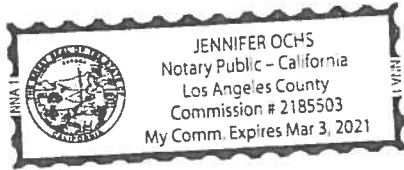
On AUGUST 22, 2017 before me, JENNIFER OCHS, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared DENNIS LANGER
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Jennifer Ochs
Signature of Notary Public
JENNIFER OCHS, NOTARY PUBLIC

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: PERFORMANCE BOND Document Date: AUGUST 22, 2017
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: DENNIS LANGER
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

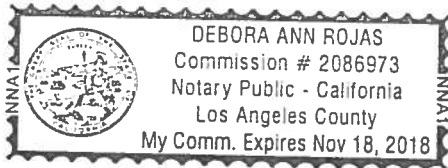
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On August 23, 2017 before me, Deborah Ann Rojas, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared - Gary M. Clifford -
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Deborah Ann Rojas
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Performance Bond/After-Whittier Bond # 1063943
Document Date: 08/22/17 Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Timothy Noonan, Dennis Langer, Janina Monroe and/or Paul Boucher

of Los Angeles, CA and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 19th day of March 2012.




THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA



Robert Thomas, Vice President


Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 19th day of March 2012 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

 BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018


Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 22nd day of August 2017.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Glenn Margosian, Vice President

Free Solid Waste and Recycling Collection Service
City Facilities
(Service Levels as of July 2017)

EXHIBIT 5

Facilities in West Zone - Athens		Refuse Collection										Recycling	
Address		# 300 gallon containers	# days per week serviced	# 90 gallon containers	# days per week serviced	# 2-yrd bin	# days per week serviced	# 3-yrd bin	# days per week serviced	30 Yard roll-off	# days per week serviced	# 3-yard bin	# days per week serviced
Palm Park	5703 Palm Ave.	14	1									3	When needed
Penn Park	13950 Penn St.	8	1									1	1
Community Center/Joe Miller	7630 Washington Ave.	4	3									1	1
Michigan Park	8228 Michigan Ave.	8	2									1	1
City Hall/PD	13230 Penn St.	2	6									1	1
Old Police Department Building*	13200 Penn St.	1	1									1	1
Central Library	7344 Washington Ave.	1	3									1	1
Special Activities Building	7702 Washington Ave.	1	1									1	1
Friends of the Library	6703 Comstock Ave.	1	1									1	1
City Yard	12016 Hadley Street	8	1	5	1	1	1	1	1	1	1	1	1
Transit Depot Park	7333 Greenleaf Ave.							1	1				
Facilities in East Zone - Republic													
York Field	9110 Santa Fe Springs Rd.	3	2									1	1
Parnell Park	15390 Lambert Rd.	11	2									1	1
Branch Library	10537 Santa Gertrudes Ave.	1	1									1	1

Whittier Alley List

EXHIBIT 6

Alley No.	Location	Street	Between	To	Type	Length (ft)
1	W/O Norwalk Blvd	S/O El Rancho Drive	El Rancho Drive	Carley Avenue	Asphalt	850
2	W/O Norwalk Blvd	S/O Floral Drive	Norwalk Blvd.	Carley Avenue	Asphalt	1100
3	W/O Norwalk Blvd	S/O Rose Drive	Norwalk Blvd.	Carley Avenue	Asphalt	1100
4	E/O Norwalk Blvd	N/O Rose Drive	Norwalk Blvd.	El Rancho Drive	Asphalt	1000
5	E/O Norwalk Blvd	N/O Orange Drive	Norwalk Blvd.	Orange Drive	Asphalt	1450
6	E/O Norwalk Blvd	N/O Howard Street	Norwalk Blvd.	Vicki Drive	Asphalt	1000
7	E/O Norwalk Blvd	N/O El Rey Drive	Norwalk Blvd.	Vicki Drive	Asphalt	1000
8	E/O Norwalk Blvd	N/O Dorland Street	Norwalk Blvd.	Vicki Drive	Asphalt	1000
9	E/O Norwalk Blvd	S/O Whittier Blvd.	Norwalk Blvd.	Whittier Blvd.	Asphalt	400
10	E/O Vicki Drive	S/O Howard Street	Vicki Drive	End of Alley	Asphalt	800
11	W/O El Rancho Drive	N/O El Rey Drive	Howard Street	El Rey Drive	Asphalt	300
12	E/O Vicki Drive	S/O El Rey Drive	Vicki Drive	El Rancho Drive	Asphalt	1200
13	W/O El Rancho Drive	S/O Dorland Street	Dorland Place	El Rancho Drive	Asphalt	300
14	W/O Broadway Avenue	N/O Whittier Blvd.	Broadway Avenue	End of Alley	Asphalt	350
15	W/O Western Avenue	N/O Broadway Avenue	Western Avenue	Broadway Avenue	Asphalt	800
16	W/O Palm Avenue	N/O Broadway Avenue	Western Avenue	Broadway Avenue	Asphalt	800
17	N/O Hunter Avenue	W/O Palm Avenue	Hunter Avenue	End of Alley	Asphalt	200
18	E/O Palm Avenue	N/O Monte Vista Drive	Palm Avenue	Monte Vista Drive	Asphalt	800
19	N/O Beverly Blvd.	E/O Palm Avenue	Palm Avenue	Monte Vista Drive	Asphalt	1100
20	S/O Beverly Drive	E/O Cadbury Road	Monte Vista Drive	Cadbury Road	Asphalt	1100
21	S/O Monte Vista Drive	E/O Palm Avenue	Monte Vista Drive	Floral Drive	Asphalt	1170
22	W/O Westmont Drive	N/O Floral Drive	Westmont Drive	End of Alley	Asphalt	500
23	S/O Beverly Blvd.	S/O Monte Vista Drive	Monte Vista Drive	Floral Drive	Asphalt	1100
24	W/O Magnolia Drive	S/O Monte Vista Drive	Monte Vista Drive	Magnolia Avenue	Asphalt	900
25	E/O Palm Avenue	E/O Orange Drive	Beginning of Alley	End of Alley	Asphalt	800
26	W/O Court Avenue	S/O Orange Drive	Orange Drive	Pilgrim Way	Asphalt	550
27	W/O Magnolia Drive	S/O Orange Drive	Orange Drive	Pilgrim Way	Asphalt	550
28	E/O Palm Avenue	S/O Dorland Street	Dorland Street	Dorland Street	Asphalt	550
29	E/O Western Avenue	N/O Whittier Blvd.	Western Avenue	Palm Avenue	Asphalt	200
30	S/O Broadway Avenue	E/O Palm Avenue	Broadway Avenue	End of Alley	Asphalt	850
31	E/O Palm Avenue	N/O Whittier Blvd.	Palm Avenue	Gretna Avenue	Asphalt	300
32	S/O Broadway Avenue	E/O Gretna Avenue	Broadway Avenue	End of Alley	Asphalt	1050
33	E/O Gretna Avenue	N/O Whittier Blvd.	Gretna Avenue	Canobie Avenue	Asphalt	300
34	E/O Canobie Avenue	N/O Merit Lane	Merit Lane	End of Alley	Asphalt	200
35	E/O Canobie Avenue	S/O Merit Lane	Merit Lane	End of Alley	Asphalt	350
36	S/O Camilla Street	W/O Hoover Avenue	Camilla Street	End of Alley	Asphalt	150
37	E/O Magnolia Avenue	N/O Broadway Avenue	Broadway Avenue	Pilgrim Way	Asphalt	600
38	S/O Beverly Drive	E/O Acacia Avenue	Beverly Drive	Maple Street	Asphalt	600
39	S/O Beverly Drive	E/O Hoover Avenue	Beverly Drive	Maple Street	Asphalt	450
40	S/O Beverly Drive	E/O Gregory Avenue	Beverly Drive	Gregory Avenue	Asphalt	250
41	W/O Citrus Avenue	S/O Whitley Street	Citrus Avenue	Whitley Street	Asphalt	800
42	E/O Citrus Avenue	S/O Whitley Street	Citrus Avenue	End of Alley	Asphalt	500
43	W/O Citrus Avenue	N/O Rose Drive	Citrus Avenue	Rose Drive	Asphalt	650
44	W/O Citrus Avenue	N/O Rose Drive	Rose Drive	End of Alley	Asphalt	100
45	E/O Hoover Avenue	S/O Rose Drive	Hoover Avenue	End of Alley	Asphalt	450
46	W/O Citrus Avenue	S/O Rose Drive	Rose Drive	Orange Drive	Asphalt	250
47	W/O Citrus Avenue	S/O Orange Drive	Hoover Avenue	Citrus Avenue	Asphalt	600
48	W/O Citrus Avenue	S/O Howard Street	Hoover Avenue	Citrus Avenue	Asphalt	600
49	E/O Pickering Avenue	S/O Panorama Drive	Panorama Drive	Orange Drive	Asphalt	950
50	E/O Pickering Avenue	S/O Orange Drive	Orange Drive	End of Alley	Asphalt	450
51	E/O Pickering Avenue	N/O Beverly Blvd.	Pickering Avenue	Newlin Avenue	Asphalt	300
52	W/O Milton Avenue	S/O Orange Drive	Orange Drive	End of Alley	Concrete	450
53	W/O Milton Avenue	N/O Beverly Blvd.	Newlin Avenue	Milton Avenue	Concrete	300
54	W/O Comstock Avenue	S/O Orange Drive	Orange Drive	End of Alley	Asphalt	250
55	W/O Comstock Avenue	N/O Beverly Blvd.	Milton Avenue	Comstock Avenue	Asphalt	300
56	W/O Greenleaf Avenue	S/O Orange Drive	Orange Drive	Beverly Blvd.	Concrete	600

Whittier Alley List

EXHIBIT 6

Alley No.	Location	Street	Between	To	Type	Length (ft)
57	W/O Bright Avenue	N/O Beverly Blvd.	Orange Drive	Beverly Blvd.	Concrete	600
58	W/O Washington Avenue	N/O Beverly Blvd.	Orange Drive	Beverly Blvd.	Concrete	600
59	W/O Friends Avenue	N/O Beverly Blvd.	Orange Drive	Beverly Blvd.	Concrete	600
60	W/O Painter Avenue	N/O Beverly Blvd.	Orange Drive	Beverly Blvd.	Concrete	600
61	E/O Pickering Avenue	S/O Beverly Blvd.	Beverly Blvd.	Broadway Avenue	Concrete	600
62	E/O Newlin Avenue	S/O Beverly Blvd.	Beverly Blvd.	Broadway Avenue	Concrete	600
63	E/O Milton Avenue	S/O Beverly Blvd.	Beverly Blvd.	Broadway Avenue	Asphalt	600
64	E/O Comstock Avenue	S/O Beverly Blvd.	Beverly Blvd.	Broadway Avenue	Concrete	600
65	E/O Greenleaf Avenue	S/O Beverly Blvd.	Beverly Blvd.	Broadway Avenue	Concrete	600
66	E/O Bright Avenue	S/O Beverly Blvd.	Beverly Blvd.	Broadway Avenue	Concrete	600
67	E/O Washington Avenue	S/O Beverly Blvd.	Beverly Blvd.	Broadway Avenue	Concrete	600
68	E/O Friends Avenue	S/O Beverly Blvd.	Beverly Blvd.	Broadway Avenue	Concrete	600
69	E/O Painter Avenue	S/O Beverly Blvd.	Beverly Blvd.	Broadway Avenue	Concrete	600
70	E/O Haviland Avenue	S/O Beverly Blvd.	Beverly Blvd.	Broadway Avenue	Concrete	600
71	E/O Alta Avenue	S/O Beverly Blvd.	Alta Avenue	End of Alley	Asphalt	400
72	E/O Alta Avenue	S/O Sycamore Drive	Alta Avenue	Broadway Avenue	Asphalt	250
73	E/O Citrus Avenue	S/O Broadway Avenue	Citrus Avenue	End of Alley	Asphalt	1000
74	W/O Pickering Avenue	S/O Broadway Avenue	Broadway Avenue	Pasadena Street	Asphalt	300
75	E/O Citrus Avenue	S/O Pasadena Street	Citrus Avenue	Pierce Avenue	Asphalt	400
76	E/O Pierce Avenue	S/O Pasadena Street	Pierce Avenue	End of Alley	Asphalt	500
77	W/O Pickering Avenue	S/O Pasadena Street	Pasadena Street	Camilla Street	Asphalt	250
78	E/O Pickering Avenue	N/O Camilla Street	Camilla Street	End of Alley	Asphalt	250
79	E/O Newlin Avenue	N/O Camilla Street	Camilla Street	End of Alley	Concrete	350
80	E/O Milton Avenue	N/O Camilla Street	Camilla Street	Broadway Avenue	Asphalt	600
81	E/O Comstock Avenue	N/O Camilla Street	Camilla Street	Broadway Avenue	Concrete	600
82	E/O Greenleaf Avenue	N/O Camilla Street	Camilla Street	Broadway Avenue	Concrete	600
83	E/O Bright Avenue	N/O Camilla Street	Camilla Street	Broadway Avenue	Concrete	600
84	E/O Washington Avenue	N/O Camilla Street	Camilla Street	Broadway Avenue	Concrete	600
85	E/O Friends Avenue	N/O Camilla Street	Camilla Street	Broadway Avenue	Concrete	600
86	E/O Citrus Avenue	N/O Hadley Street	Citrus Avenue	Pierce Avenue	Concrete	450
87	W/O Whittier Avenue	S/O Camilla Street	Camilla Street	End of Alley	Asphalt	450
88	W/O Whittier Avenue	N/O Hadley Street	Pierce Avenue	Whittier Avenue	Asphalt	300
89	W/O Pickering Avenue	S/O Camilla Street	Camilla Street	End of Alley	Asphalt	450
90	W/O Pickering Avenue	N/O Hadley Street	Whittier Avenue	Pickering Avenue	Asphalt	300
91	W/O Newlin Avenue	S/O Camilla Street	Camilla Street	End of Alley	Concrete	400
92	W/O Newlin Avenue	N/O Hadley Street	Pickering Avenue	Newlin Avenue	Concrete	300
93	W/O Milton Avenue	S/O Camilla Street	Camilla Street	End of Alley	Concrete	400
94	W/O Milton Avenue	N/O Hadley Street	Newlin Avenue	Milton Avenue	Concrete	300
95	W/O Comstock Avenue	S/O Camilla Street	Camilla Street	Comstock Avenue	Asphalt	550
96	W/O Greenleaf Avenue	S/O Camilla Street	Camilla Street	End of Alley	Concrete	400
97	W/O Greenleaf Avenue	N/O Hadley Street	Comstock Avenue	Greenleaf Avenue	Concrete	300
98	W/O Bright Avenue	S/O Camilla Street	Camilla Street	End of Alley	Concrete	400
99	W/O Bright Avenue	N/O Hadley Street	Greenleaf Avenue	Bright Avenue	Concrete	300
100	W/O Washington Avenue	S/O Camilla Street	Camilla Street	End of Alley	Asphalt	400
101	W/O Washington Avenue	N/O Hadley Street	Bright Avenue	Washington Avenue	Concrete	300
102	W/O Friends Avenue	S/O Camilla Street	Camilla Street	End of Alley	Asphalt	400
103	W/O Friends Avenue	N/O Hadley Street	Washington Avenue	Friends Avenue	Asphalt	300
104	W/O Painter Avenue	S/O Camilla Street	Camilla Street	Hadley Street	Concrete	500
105	E/O Pickering Avenue	S/O Hadley Street	Hadley Street	Bailey Street	Asphalt	600
106	E/O Newlin Avenue	S/O Hadley Street	Hadley Street	End of Alley	Asphalt	350
107	E/O Comstock Avenue	S/O Hadley Street	Hadley Street	Bailey Street	Concrete Center Gutter	600
108	E/O Greenleaf Avenue	S/O Hadley Street	Hadley Street	Bailey Street	Concrete	600
109	E/O Bright Avenue	S/O Hadley Street	Hadley Street	Bailey Street	Asphalt	600
110	E/O Washington Avenue	S/O Hadley Street	Washington Avenue	Friends Avenue	Concrete Center Gutter	300
111	E/O Friends Avenue	S/O Hadley Street	Hadley Street	Bailey Street	Concrete	600
112	W/O Lindley Avenue	S/O Bailey Street	Bailey Street	End of Alley	Asphalt	400
113	W/O Lindley Avenue	N/O Philadelphia Street	Gregory Avenue	Lindley Avenue	Asphalt	300
114	E/O Pickering Avenue	S/O Bailey Street	Bailey Street	Philadelphia Street	Asphalt	600
115	E/O Newlin Avenue	S/O Bailey Street	Bailey Street	Philadelphia Street	Concrete	600

Whittier Alley List

EXHIBIT 6

Alley No.	Location	Street	Between	To	Type	Length (ft)
116	E/O Milton Avenue	S/O Bailey Street	Bailey Street	Philadelphia Street	Concrete Center Gutter	600
117	E/O Comstock Avenue	S/O Bailey Street	Bailey Street	Philadelphia Street	Concrete	600
118	E/O Comstock Avenue	N/O Philadelphia Street	Comstock Avenue	End of Alley	Concrete	150
119	E/O Greenleaf Avenue	S/O Bailey Street	Bailey Street	Philadelphia Street	Concrete	600
120	E/O Bright Avenue	S/O Bailey Street	Bailey Street	Philadelphia Street	Concrete	600
121	E/O Washington Avenue	N/O Philadelphia Street	Philadelphia Street	End of Alley	Concrete Center Gutter	450
122	E/O Friends Avenue	S/O Bailey Street	Bailey Street	Philadelphia Street	Concrete Center Gutter	600
123	E/O Pierce Avenue	S/O Philadelphia Street	Pierce Avenue	Whittier Avenue	Concrete	300
124	E/O Pierce Avenue	N/O Wardman Street	Wardman Street	End of Alley	Concrete	450
125	E/O Pickering Avenue	S/O Philadelphia Street	Philadelphia Street	Wardman Street	Concrete	600
126	E/O Newlin Avenue	S/O Philadelphia Street	Philadelphia Street	Wardman Street	Concrete Center Gutter	600
127	E/O Milton Avenue	S/O Philadelphia Street	Philadelphia Street	Wardman Street	Concrete Center Gutter	600
128	E/O Comstock Avenue	S/O Philadelphia Street	Philadelphia Street	Wardman Street	Concrete	600
129	E/O Greenleaf Avenue	S/O Philadelphia Street	Philadelphia Street	Wardman Street	Concrete Center Gutter	600
130	E/O Bright Avenue	S/O Philadelphia Street	Philadelphia Street	Wardman Street	Concrete	600
131	E/O Washington Avenue	S/O Philadelphia Street	Philadelphia Street	Wardman Street	Concrete	600
132	E/O Friends Avenue	S/O Philadelphia Street	Philadelphia Street	Wardman Street	Concrete	600
133	E/O Whittier Avenue	S/O Wardman Street	Wardman Street	Penn Street	Concrete	600
134	E/O Newlin Avenue	S/O Wardman Street	Wardman Street	Penn Street	Concrete	600
135	E/O Milton Avenue	S/O Wardman Street	Wardman Street	Penn Street	Concrete	600
136	E/O Greenleaf Avenue	S/O Wardman Street	Wardman Street	Penn Street	Concrete Center Gutter	600
137	E/O Bright Avenue	S/O Wardman Street	Wardman Street	Penn Street	Concrete	600
138	E/O Washington Avenue	S/O Wardman Street	Wardman Street	End of Alley	Asphalt	30
139	E/O Washington Avenue	S/O Wardman Street	Washington Avenue	End of Alley	Concrete Center Gutter	150
140	E/O Friends Avenue	S/O Wardman Street	Wardman Street	Penn Street	Concrete	600
141	E/O Gilford Way	N/O Penn Street	Gilford Way	End of Alley	Concrete	300
142	W/O Whittier Avenue	S/O Penn Street	Penn Street	End of Alley	Concrete	300
143	E/O Pickering Avenue	S/O Penn Street	Penn Street	Mar Vista Street	Concrete	550
144	E/O Newlin Avenue	S/O Penn Street	Penn Street	Mar Vista Street	Concrete	550
145	E/O Milton Avenue	S/O Penn Street	Penn Street	Mar Vista Street	Concrete	550
146	E/O Comstock Avenue	S/O Penn Street	Penn Street	End of Alley	Concrete	200
147	E/O Bright Avenue	S/O Penn Street	Penn Street	Mar Vista Street	Concrete	550
148	E/O Painter Avenue	S/O Franklin Street	Franklin Street	End of Alley	Concrete Center Gutter	150
149	W/O Valley View Avenue	S/O Franklin Street	Valley View Avenue	End of Alley	Concrete	470
150	E/O Valley View Avenue	S/O Franklin Street	Franklin Street	157ft E/O Valley View Avenue	Asphalt	157
151	E/O Valley View Avenue	S/O Franklin Street	S/O 13716 Franklin	End of Alley	Concrete	92
152	N/O Mar Vista Street	E/O Valley View Avenue	Mar Vista Street	End of Alley	Asphalt	200
153	W/O College Avenue	N/O Mar Vista Street	Mar Vista Street	College Avenue	Asphalt	450
154	E/O College Avenue	S/O Penn Street	College Avenue	Penn Street	Asphalt	850
155	W/O Pickering Avenue	S/O Mar Vista Street	Mar Vista Street	Pickering Avenue	Concrete Center Gutter	850
156	E/O Pickering Avenue	S/O Mar Vista Street	Mar Vista Street	Walnut Street	Concrete	600
157	E/O Newlin Avenue	S/O Mar Vista Street	Mar Vista Street	Walnut Street	Concrete	600
158	E/O Milton Avenue	S/O Mar Vista Street	Mar Vista Street	Walnut Street	Concrete	600

Whittier Alley List

EXHIBIT 6

Alley No.	Location	Street	Between	To	Type	Length (ft)
159	E/O Comstock Avenue	S/O Mar Vista Street	Mar Vista Street	Walnut Street	Concrete	600
160	E/O Greenleaf Avenue	S/O Mar Vista Street	Mar Vista Street	147ft S/O Mar Vista Street	Concrete Center Gutter	147
161	E/O Greenleaf Avenue	N/O Walnut Street	Walnut Street	450ft N/O Walnut Street	Asphalt	450
162	E/O Bright Avenue	S/O Mar Vista Street	Mar Vista Street	Walnut Street	Asphalt	600
163	E/O Painter Avenue	S/O Via Del Palma	Via Del Palma	End of Alley	Asphalt	150
164	N/O Washington Blvd.	W/O Putnam Street	Washington Blvd.	Putnam Street	Concrete	800
165	E/O Pickering Avenue	S/O Walnut Street	Pickering Avenue	End of Alley	Asphalt	150
166	E/O Pickering Avenue	5 Points	5 Points	End of Alley	Concrete Center Gutter	900
167	E/O Newlin Avenue	S/O Walnut Street	Walnut Street	La Cuarta Street	Asphalt	1250
168	E/O Milton Avenue	S/O Walnut Street	Walnut Street	La Cuarta Street	Concrete	1250
169	E/O Comstock Avenue	S/O Walnut Street	Walnut Street	La Cuarta Street	Concrete	1250
170	E/O Greenleaf Avenue	S/O Walnut Street	Walnut Street	La Cuarta Street	Asphalt	1250
171	E/O Bright Avenue	S/O Walnut Street	Walnut Street	La Cuarta Street	Asphalt	1250
172	E/O Washington Avenue	S/O Walnut Street	Walnut Street	La Cuarta Street	Asphalt	1250
173	E/O Friends Avenue	S/O Walnut Street	Walnut Street	La Cuarta Street	Concrete Center Gutter	1250
174	W/O Comstock Avenue	S/O La Cuarta Street	La Cuarta Street	100 ft South La Cuarta	Concrete Center Gutter	100
175	W/O Comstock Avenue	N/O Whittier Blvd.	Whittier Blvd.	End of Alley	Asphalt	550
176	E/O Comstock Avenue	S/O La Cuarta Street	La Cuarta Street	Whittier Blvd.	Concrete	650
177	E/O Greenleaf Avenue	S/O La Cuarta Street	La Cuarta Street	End of Alley	Asphalt	400
178	E/O Bright Avenue	S/O La Cuarta Street	La Cuarta Street	End of Alley	Asphalt	1000
179	E/O Bright Avenue	N/O Whittier Blvd.	Bright Avenue	Washington Avenue	Asphalt	350
180	E/O Washington Avenue	S/O Mooreland Drive	Mooreland Drive	End of Alley	Asphalt	700
181	W/O Painter Avenue	S/O Mooreland Drive	Mooreland Drive	End of Alley	Asphalt	300
182	W/O Milton Avenue	S/O Whittier Blvd.	Milton Avenue	End of Alley	Asphalt	100
183	E/O Milton Avenue	S/O Whittier Blvd.	Milton Avenue	End of Alley	Asphalt	300
184	W/O Greenleaf Avenue	S/O Whittier Blvd.	Greenleaf Avenue	Comstock Avenue	Asphalt	250
185	E/O Greenleaf Avenue	S/O Whittier Blvd.	Greenleaf Avenue	Bright Avenue	Asphalt	300
186	E/O Bright Avenue	S/O Whittier Blvd.	Bright Avenue	150ft E/O Bright Avenue	Concrete	150
187	W/O Washington Avenue	S/O Whittier Blvd.	Bright Avenue	Washington Avenue	Asphalt	200
188	E/O Washington Avenue	S/O Whittier Blvd.	Washington Avenue	Madison Avenue	Asphalt	150
189	E/O Madison Avenue	S/O Whittier Blvd.	Madison Avenue	Friends Avenue	Asphalt	250
190	E/O Friends Avenue	S/O Whittier Blvd.	Friends Avenue	Painter Avenue	Asphalt	330
191	E/O Santa Fe Springs Road	S/O Lambert Road	Santa Fe Springs Road	Villa Drive	Asphalt	700
192	E/O Santa Fe Springs Road	S/O Danbrook Drive	Santa Fe Springs Road	Villa Drive	Concrete	700
193	E/O Santa Fe Springs Road	S/O Foxley Drive	Santa Fe Springs Road	Villa Drive	Concrete	700
194	E/O Santa Fe Springs Road	N/O McGee Drive	McGee Drive	End of Alley	Asphalt	200
195	E/O Santa Fe Springs Road	S/O McGee Drive	McGee Drive	End of Alley	Asphalt	200
196	W/O Greenleaf Avenue	S/O Lambert Road	Villa Drive	Greenleaf Avenue	Asphalt	700
197	W/O Greenleaf Avenue	S/O Danbrook Drive	Villa Drive	Greenleaf Avenue	Concrete	700
198	W/O Greenleaf Avenue	S/O Foxley Drive	Villa Drive	Greenleaf Avenue	Concrete Center Gutter	700
199	W/O Greenleaf Avenue	S/O Dunton Drive	Dunton Drive	McGee Drive	Asphalt	400
200	W/O Greenleaf Avenue	S/O McGee Drive	McGee Drive	End of Alley	Asphalt	200
201	E/O Laurel Avenue	S/O Whittier Blvd.	Laurel Avenue	End of Alley	Concrete Center Gutter	200
202	E/O Laurel Avenue	S/O Whittier Blvd.	Oak Street	End of Alley	Concrete	150
203	E/O Barton Road	S/O Whittier Blvd.	Barton Road	Oak Street	Asphalt	400
204	E/O Laurel Avenue	S/O Oak Street	Laurel Avenue	End of Alley	Asphalt	500
205	E/O Laurel Avenue	S/O Oak Street	Oak Street	Cullen Street	Asphalt	230
206	E/O College Avenue	S/O Ramona Drive	College Avenue	Sargent Avenue	Concrete Center Gutter	300

Whittier Alley List

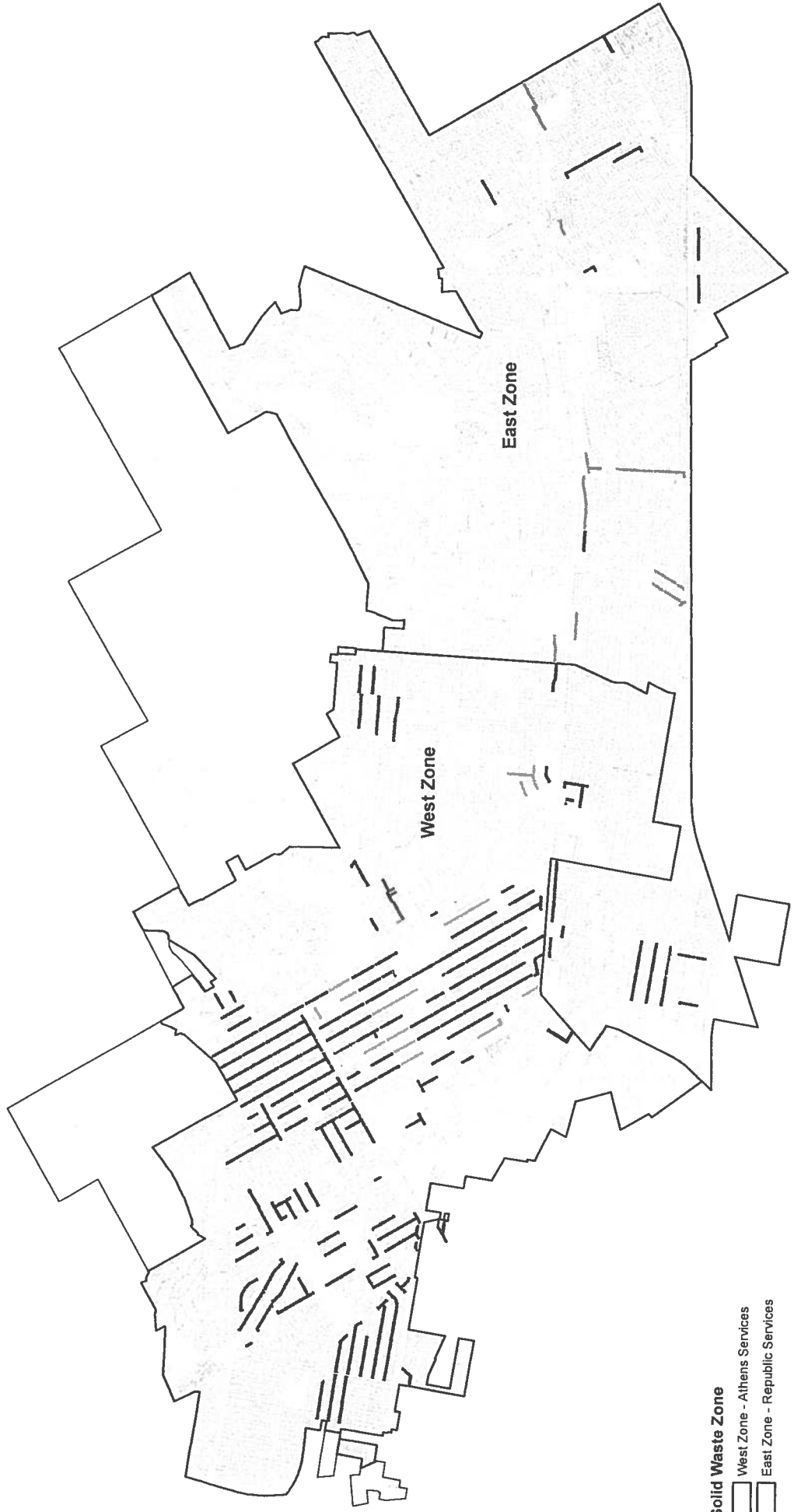
EXHIBIT 6

Alley No.	Location	Street	Between	To	Type	Length (ft)
207	E/O Sargent Avenue	S/O Second Street	Second Street	End of Alley	Concrete Center Gutter	600
208	E/O College Avenue	N/O Christine Drive	College Avenue	Michigan Avenue	Concrete Center Gutter	550
209	E/O College Avenue	N/O Whittier Blvd.	College Avenue	Michigan Avenue	Concrete	350
210	E/O Bacon Road	S/O Linda Vista Drive	Bacon Road	California Avenue	Asphalt	800
211	E/O Bacon Road	S/O Bronte Drive	Bacon Road	California Avenue	Asphalt	950
212	E/O Bacon Road	S/O Eastridge Drive	Bacon Road	California Avenue	Asphalt	1250
213	E/O California Avenue	S/O Linda Vista Drive	California Avenue	Calmosa Avenue	Asphalt	650
214	E/O California Avenue	S/O Bronte Drive	California Avenue	Calmosa Avenue	Asphalt	650
215	W/O Ocean View Avenue	N/O Whittier Blvd.	Ocean View Avenue	End of Alley	Asphalt	650
216	E/O Ocean View Avenue	N/O Whittier Blvd.	Ocean View Avenue	Calmada Avenue	Concrete Center Gutter	650
217	W/O Gunn Avenue	S/O Whittier Blvd.	Gunn Avenue	Calmada Avenue	Concrete Center Gutter	650
218	W/O Mills Avenue	S/O Whittier Blvd.	Mills Avenue	End of Alley	Asphalt	500
219	E/O Mills Avenue	S/O Whittier Blvd.	Mills Avenue	Colima Road	Concrete Center Gutter	1250
220	E/O Colima Road	S/O Whittier Blvd.	Colima Road	Cole Road	Concrete Center Gutter	500
221	E/O Colima Road	N/O Jupiter Street	Jupiter Street	End of Alley	Asphalt	250
222	W/O Mills Avenue	S/O Carnell Street	Carnell Street	La Forge Street	Concrete Center Gutter	300
223	W/O Mills Avenue	S/O La Forge Street	La Forge Street	End of Alley	Concrete Center Gutter	225
224	W/O Mills Avenue	N/O Lambert Road	La Forge Street	End of Alley	Asphalt	345
225	W/O Mills Avenue	N/O Lambert Road	Dittmar Drive	End of Alley	Asphalt	150
226	E/O Mills Avenue	S/O Carnell Street	Flomar Drive	Carnell Street	Concrete Center Gutter	600
227	E/O Mills Avenue	N/O Lambert Road	Flomar Drive	End of Alley	Concrete Center Gutter	200
228	E/O Colima Road	S/O Memphis Avenue	Anaconda Street	Cullen Street	Concrete Center Gutter	900
229	E/O Colima Road	S/O Cullen Street	Cullen Street	Colima Road	Concrete Center Gutter	800
230	W/O Kibbee Avenue	S/O Lambert Road	Jenkins Drive	Kibbee Avenue	Asphalt	700
231	E/O El Arco Drive	S/O Lambert Road	El Arco Drive	Trudie Drive	Asphalt	800
232	E/O Santa Gertrudes Avenue	S/O Whittier Blvd.	La Forge Street	Santa Gertrudes	Asphalt	400
233	E/O Virginia Avenue	N/O Haldane Street	Virginia Avenue	End of Alley	Concrete Center Gutter	350
234	E/O Bogardus Avenue	N/O Russell Street	Bogardus Avenue	Lindsmith Avenue	Asphalt	650
235	W/O First Avenue	S/O Santa Fe Street	Santa Fe Street	Groveside Avenue	Asphalt	1050
236	E/O First Avenue	S/O Haldane Street	First Avenue	Lisco Street	Asphalt	700
237	E/O First Avenue	S/O Lisco Street	Lisco Street	Lashburn Street	Asphalt	900
238	E/O Jordan Road	S/O Whittier Blvd.	Jordan Road	End of Alley	Concrete Center Gutter	600
239	W/O Valley Home Avenue	S/O Whittier Blvd.	Valley Home Avenue	End of Alley	Concrete Center Gutter	650

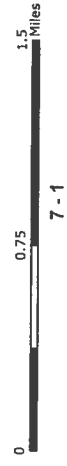
Whittier Alley List**EXHIBIT 6**

Alley No.	Location	Street	Between	To	Type	Length (ft)
240	W/O Valley Home Avenue	N/O Leffingwell Road	Valley Home Avenue	End of Alley	Asphalt	600
241	S/O Hadley St	E/O See Dr	Alley (only half is City)	Prather Ave	Asphalt	180
242	W/O Prather Ave	E/O See Dr	E/S of Alley only	Gretna Avenue	Asphalt	300
243	E/O Arrambide Dr	N/O Beverly Dr	Arrambide Dr	End of Alley	Asphalt	330
244	W/O Citrus Avenue	N/O Broadway Avenue	Citrus Avenue	End of Alley	Asphalt	135
245	E/O Washington Avenue	N/O Walnut Street	Community Center	Walnut Street	Asphalt	300
246	S/O North Circle Dr	S/O North Circle Dr	Grande Vista Dr	South Circle	Asphalt	190

Alley Solid Waste Collection Map



- Solid Waste Zone**
 - West Zone - Athens Services
 - East Zone - Republic Services
- Alley Type**
 - Asphalt
 - Concrete
 - Concrete Center Gutter



Uptown Shared Compactor Bright North and South

EXHIBIT 8

Account No.	Compactor	Business Name	Business Address		Customer Name	Cubic Yards	Monthly Billing
0350108	North	Nixon Office LLC	7006	Greenleaf	Ibiza C-O Ralph Verdugo	6	\$319.98
0350132	North	City owned vacant lot	7018	Greenleaf	City	No solid waste service - water only account	
0350134	North	Havana House C	7020	Greenleaf	Alfred Campano	1.5	\$84.52
0350138	North	La Corona	7022	Greenleaf	Ricardo Corona	3	\$163.00
0350142	South	Various shops	7026	Greenleaf	Erica Crenshaw	1.5	\$84.52
0350160	South	Uptown Theaters	7038	Greenleaf	Dan Akarakian	18	\$871.82
0350164	South	Uptown Mexican	7040	Greenleaf	Uptown Mexican Café	3	\$163.00
0350170	South	Shops (Billed with Theater, 7038 Greenleaf)	7044	Greenleaf	Dan Akarakian		water only
0350194	South	Teriyaki Bistro Re	7058	Greenleaf	Hyun Park	3	\$163.00

Uptown Shared Compactor Comstock North and South

EXHIBIT 8

Account No.	Compactor	Business Name	Business Address		Customer Name	Cubic Yards	Monthly Billing
0420140	North	Ace Sports	12908	Bailey	Ace Sports & Outdoor	1.5	\$ 84.52
0420102	South	"Memories" dance hall	12903	Philadelphia	John Crist	1.5	\$ 84.52
0370040	South	Vacant - Previously Monkeys To Go	12905	Philadelphia			closed
0370032	South	Vacant - Previously Both Sides of The Equator	12909	Philadelphia			closed
0370030	South	Marco Polo Pizza	12911	Philadelphia	Eunsil Chung	3	\$ 163.00
0370028	South	Real McCoy's Kitchen	12913	Philadelphia	Diana Camacho	1.5	\$ 84.52
0370012	South	Rocky Cola Rest.	12923	Philadelphia	Leon Boulos	12	\$ 625.25
0370191	North	Sani Pays	6701	Greenleaf	Ken Patel	3	\$ 163.00
0370181	North	Marsden Bldg, etc.	6709	Greenleaf	Mir Ghaemie	3	\$ 163.00
0370175	North	Uptown Dental	6711	Greenleaf	Marcella Perez	1.5	\$ 84.52
0370169	North	G Cyclery-Wheels	6713	Greenleaf	G Cyclery-Wheels	.5	\$ 28.09
0370165	North	Colonia Publica restaura	6717	Greenleaf	Adelina Cano	1.5	\$ 84.52
0370161	North	Lovell's Record Store	6719	Greenleaf	Lovell's Record Store	.5	\$ 28.09
0370155	North	Pour Le Bain	6723	Greenleaf	Marilyn Brenniger	1.5	\$ 84.52
0370145	North	La Monarca Bakery	6727	Greenleaf	Tenneque Homes Inc.	3	\$ 163.00
0370129	North	Mimo's Café	6735	Greenleaf	Ramon Arteaga	4.5	\$ 241.49
0370131	South	Amachi Rest.	6739	Greenleaf	Amachi Rest	3	\$ 163.00
0370127	South	Bottle Room, etc	6741	Greenleaf	Jim Johandes	3	\$ 163.00
0370117	South	Geeks, other shops	6747	Greenleaf	Rudy Duenez	1.5	\$ 84.52
0370113	South	The Rusty Monk Bar	6749	Greenleaf	Kyle Koestner	1.5	\$ 84.52

Uptown Shared Compactor Multi-Deck Parking Structure

EXHIBIT 8

Account No.	Business Name	Business Address		Customer Name	Cubic Yards	Monthly Billing
0370188		6704	Greenleaf Ave.	Frits Hong (shops)	1.5	\$ 84.52
0370180	Half Off Books	6708	Greenleaf Ave.	Keenan - Store Manager	1.5	\$ 84.52
0370176	Bay Equity LLC	6710	Greenleaf Ave.	Bay Equity LLC	0.5	\$ 28.09
0371150	Knotted Apron	6712	Greenleaf Ave.	Knotted Apron	0.5	\$ 28.09
0370170	Raul Espinosa	6714	Greenleaf Ave.	Bay Equity LLC	0.5	\$ 28.09
0370166	Atlantic Dental	6716	Greenleaf Ave.	Yeranui Tutundzhyan	1	\$ 57.93
0370162	Laura's Boutique	6718	Greenleaf Ave.	Yeranui Tutundzhyan (sh	0.5	\$ 28.09
0370154	Vacant City Lot by Green Dollar Store	6724	Greenleaf Ave.	Whittier Parks Dept.	No Solid Waste Service	
0370142	Green Dollar Store	6732	Greenleaf Ave.	Dai Seung Marketing Inc.	0.5	\$ 28.09
0370134	Rick Elias Photography	6736	Greenleaf Ave.	Rick Elias	1.5	\$ 84.52
0370126	Prestine Property Management	6742-203	Greenleaf Ave.	Hosney Benjamin	Included with 6742 Greenleaf	
0370128	Prestine Property Management	6742-204	Greenleaf Ave.	Hosney Benjamin	Included with 6742 Greenleaf	
0370124	Village Dental, Forkin' Good etc.	6742	Greenleaf Ave.	Hosney Benjamin	5.5	\$ 284.00
0370114	Ravello's Restauant	6750	Greenleaf Ave.	Brashier Foods Inc.	3	\$ 163.00
0370104	The Commoner Restaurant/Jewelry Store	6752 & 6754	Greenleaf Ave.	C/O Melrose Place	1.5	\$ 84.52
0370102	Starbucks 5507	6756	Greenleaf Ave.	Starbucks 5507	4.5	\$ 241.49
0371170	Melrose Place	6758	Greenleaf Ave.	Soleiman & Shahla Haka	0.5	\$ 28.09
0320185		6707	Bright Ave.	Lee Owens (shops)	1.5	\$ 84.52
0320153	City of Whittier	6721	Bright Ave.	Whittier-Multideck	1.5	\$ 84.52
0320135	Artisan Building	6737	Bright Ave.	Mark Bowlin	3	\$ 163.00
0320131	Read's Hair Design	6739	Bright Ave.	Zoila Martinez	1	\$ 57.93
0320127	Vintage Café LLC	6741	Bright Ave.	Mariaelena Cervantes	1.5	\$ 84.52
0320125	Excel Unlimited	6743	Bright Ave.	Richard Renteria	1.5	\$ 84.52
0320121		6745	Bright Ave.	Denise Pasillas	0.5	\$ 28.09
0320115	Shops	6747 & 6751	Bright Ave.	Wendlyn Albin	0.5	\$ 28.09
0320109	Shops	6755	Bright Ave.	Wendlyn Albin	0.5	\$ 28.09
0320018	Mr. Sandwich, other shops	13011	Philadelphia	Wendlyn Albin	3	\$ 163.00
0320032	New Canton	13015	Philadelphia	New Canton	3	\$ 163.00
0320036	Setá Restaurant	13023	Philadelphia	Inspired Dining Group	6	\$ 319.98

CITY OWNED VEHICLES

EXHIBIT 9

Unit Number	Mfg. Year	Fuel Type	Vehicle Type	Capacity	Chassis Make	Chassis Model	Body Manufacturer	Unit Serial Number
18207	2001	Diesel	Rolloff		Sterling	Condor	Spartan	49HHBVCY12RJ78895
18209	2006	CNG	Rolloff		Freightliner	Condor	Amrep	1FVHCFB536RW79986
18251	2012	CNG	Rolloff		Crane Carrier	AMRO H-22	Amrep	1CYCCZ489CT050213
20210	1998	Diesel	Automated Side Loader	22 CY	Volvo	WXR42	Heil	4VMEALHD3WN756367
20211	2011	CNG	Automated Side Loader	26 CY	Crane Carrier	LET2-40	Heil	1CYCCZ486BT049776
20212	2010	Unleaded	Rearloader	6 CY	Ford	F-550	Wayne	1FDAF5GY1AEA66889
20214	2011	CNG	Automated Side Loader	26 CY	Crane Carrier	LET2-40	Heil	1CYCCZ486BT050099
20216	2007	CNG	Automated Side Loader	30 CY	AM La France	Condor	Heil	5SXHANDN87RY87655
20218	2007	CNG	Automated Side Loader	30 CY	AM La France	Condor	Heil	5SXHANDN87RY89681
20223	2005	CNG	Rearloader	25 CY	Crane Carrier	LCF	McNeilus	1CYCCN4835T046718
20225	2007	CNG	Automated Side Loader	30 CY	AM La France	Condor	Heil	5SXHANDN67RY9680
20227	2007	CNG	Automated Side Loader	30 CY	AM La France	Condor	Heil	5SXHANDN67RY87671
20229	2007	CNG	Automated Side Loader	30 CY	AM La France	Condor	Heil	5SXHANDNX7RY89682
20231	2009	CNG	Rearloader	20 CY	Crane Carrier	LET2-40	McNeilus	1CYCCZ4869T049027
25233	2014	Unleaded	Stakebed	12' X 8'	Ford	F-350	A & J Welding	1FDRF3G63EEA49040
25235	2011	Unleaded	Stakebed	12' X 8'	Ford	F-350	Royal	1FDRF3G65BEB41925

**Bus Stop and Public Area
Automated Trash Container Locations**

EXHIBIT 10

West Zone

Corner	Street	Cross Street	Comment
NW	Pickering	Walnut	
NE	Greenleaf	Hadley	
NW	Greenleaf	Hadley	Church
SW	Washington Ave.	Baily	Post Office
SE	Painter	Walnut	
SW	Painter	Quad Signal	
NE	Painter	Ramona	
SE	Painter	La Cuarta	
NW	Beverly	Pickering	
SW	Broadway	Palm	
SW	Broadway	Magnolia	
NE	Greenleaf	Orange	
W	Greenleaf	South of Orange	
S	Hadley (East at End)	East of Elmquist	
SW	Whittier Blvd.	Pioneer	Pio Pico
SW	Whittier Blvd.	Hadley	
NW	Philadelphia	Pickering	7-11
SE	Whittier Blvd.	Ocean View	Car Wash

East Zone

Corner	Street	Cross Street	Comment
SE	Whittier Blvd.	Jordan	
SW	Whittier Blvd.	Valley Home	
NW	Whittier Blvd.	Valley Home	
NE	Whittier Blvd.	Pounds	El Pescador
NW	Whittier Blvd.	Bogardus	Pool Supply
NW	La Serna	Janine	
SW	La Serna	Carretera	

Porter Alley Map

EXHIBIT 11

