

Agreement for Business and Multi-Family
Solid Waste Collection Service in Zone D
Between The City of Glendale and
NASA Services, Inc.

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Exhibits

- Exhibit A – Zone Map
- Exhibit B – Transition Plan
- Exhibit C – List of City Facilities
- Exhibit D – Maximum Rate Table
- Exhibit E – Rate Adjustment Example
- Exhibit F – Insurance Requirements
- Exhibit G – Performance Bond
- Exhibit H – Performance Review Firm Qualifications

AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

This Agreement FOR BUSINESS AND MULTI-FAMILY SOLID WASTE COLLECTION SERVICE IN ZONE D ("Agreement") is entered into this 27th day of August, 2021, by and between the CITY OF Glendale ("City"), a California municipal corporation, and NASA Services, Inc., a California corporation ("Contractor"), for the collection, transportation, recycling, processing, composting and disposal of solid waste.

RECITALS

WHEREAS, Article XI, § 7 of the California Constitution authorizes cities to protect public health and safety by taking measures in furtherance of their authority over police and sanitary matters; and

WHEREAS; the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (Act) (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require cities to make adequate provisions for Solid Waste Collection within their jurisdiction; and

WHEREAS, Public Resources Code Section 40059 authorizes the cities to determine (i) all aspects of solid waste handling which are of local concern, including, but not limited to, frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location and extent of providing solid waste handling service; (ii) whether the services are to be provided by means of non-exclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding, or if, in the opinion of its governing body, the public health, safety and well-being so require by partially exclusive or wholly exclusive franchise, contract, license, permit or otherwise, either with or without competitive bidding; and

WHEREAS, Public Resources Code Section 40900 et seq. establishes a solid waste management process that requires cities and other local jurisdictions to implement plans for source reduction, reuse and recycling as integrated waste management practices; and

WHEREAS, the City is obligated to protect the public health and safety of the residents and businesses of the City of Glendale, and Collection of solid waste should be undertaken in a manner consistent with the exercise of the City's obligations for the protection of public health and safety; and

WHEREAS, the City and Contractor are mindful of the provisions of the laws governing the safe collection, transport, recycling and disposal of solid waste, including California Public Resources Code Section 40000 et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 et seq. and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 et seq.; the Electronic Waste Recycling Act of 2003 (SB 20, Chapter 526, Statutes of 2003; SB 50, Chapter 863, Statutes of 2004; AB 575 Chapter 59, Statutes of 2011), laws governing Universal Waste, including, but not limited to, Universal Waste Electronics Devices ("UWED"), non-empty aerosol cans, fluorescent tubes, high intensity discharge lamps, sodium vapor lamps, and any other lamp exhibiting a characteristic of a hazardous waste, batteries (rechargeable nickel-cadmium batteries, silver button batteries, mercury batteries, small sealed lead

acid batteries, alkaline batteries, carbon-zinc batteries and any other batteries which exhibit the characteristic of a hazardous waste), mercury thermometers, mercury-containing switches; and

WHEREAS, the City and Contractor desire to leave no doubts as to their respective roles and to make it clear that by entering into this Agreement, City is not thereby becoming a “generator” or an “arranger” as those terms are used in the context of CERCLA § 107(a)(3) and that it is Contractor, an independent entity, and not City, which shall Collect from premises in the City of Glendale, transport and dispose of solid wastes (which may contain small amounts of consumer products with the characteristics of hazardous substances); Collect, transport, and recycle and/or compost organic waste and recyclable solid wastes Collected from premises in the City of Glendale; and

WHEREAS, City and Contractor agree that, subject to City’s exercise of its reserved flow control right under of this Agreement, it is Contractor, and not City, that will select the landfill or transformation facility destination of the non-recyclable residential and commercial Solid Waste and Construction and Demolition Materials which Contractor will arrange to collect, that City has not, and by this Agreement does not, instruct Contractor on its collection methods, nor supervise Contractor in the collection of waste and nothing in this Agreement or other action of the City shall be construed to give rise to any inference that the City has any title, ownership or right of possession of such Solid Waste; and

WHEREAS, Contractor represents and warrants to City that it has the experience, responsibility and qualifications to provide solid waste handling services, to conduct recycling programs, to provide City with information sufficient to meet the City’s reporting, compliance, and other requirements under AB 939, AB 341, AB 1826 and SB 1383, to assist the City in meeting its zero waste plan goals, to Collect, transport and dispose of solid waste in a safe manner which will minimize the adverse effects of collection vehicles on air quality and traffic, and has the ability to indemnify the City against liability under CERCLA; and

WHEREAS, the City Council of the City of Glendale determines and finds pursuant to California Public Resources Code Section 40059(a)(1), that the public health, safety and well-being, including the minimization of adverse impacts on air quality and traffic from excessive numbers of collection vehicles, and the protection of the City against CERCLA liability, require that Contractor be awarded a contract for Collection, recycling and disposal of solid waste from premises in the City of Glendale.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the parties hereby agree as follows:

1.0 DEFINITIONS

The terms used in this Agreement shall have the meaning set forth in this Article. In the event a term is not defined in this Article, then it shall have the meaning set forth in the Glendale Municipal Code or in Division 30, Part 1, Chapter 2 of the California Public Resources Code (with precedence given to definitions in the Glendale Municipal Code over conflicting definitions contained in the Public Resources Code). Except as provided in this Article, words beginning with lower case letters are being used with their common ordinary meanings, not as defined terms. Otherwise, the following capitalized words and terms shall have the following meanings:

1.1 AB 341

'AB 341' means Assembly Bill 341, which was approved by the Governor in October 2011 and requires businesses and multi-family dwellings to recycle their waste. AB 341 directed the California Department of Resources, Recycling and Recovery to develop and adopt regulations for mandatory commercial recycling. The final regulations pursuant to AB 341 were included in Chapter 476 of Statutes 2011, and are incorporated into Section 40000 et seq. of the Public Resources Code related to solid waste.

1.2 AB 901

'AB 901' means Assembly Bill 901, which was approved by the Governor and went into law July 1, 2019, establishing the Recycling and Disposal Facility Report System (RDRS) law that requires select businesses to report the types, quantities, and destinations of materials that are disposed of, sold or transferred and reporting on recycling and composting data, as codified in Public Resources Code Section 41821.5.

1.3 AB 939

'AB 939' means the California Integrated Waste Management Act of 1989, codified in part at Public Resources Code Section 40000 et seq., as it may be amended from time to time and as implemented by the regulations of the California Department of Resources Recycling and Recovery (CalRecycle), or its successor agency.

1.4 AB 1826

'AB 1826' means Assembly Bill 1826, which was approved by the Governor in September 2014 and requires businesses and multi-family dwellings to recycle their organic waste. The final regulations pursuant to AB 1826 were included in Chapter 727 of Statutes 2014, and are incorporated into Section 40000 et seq. of the Public Resources Code related to solid waste.

1.5 ACT

'The Act' means the California Integrated Waste Management Act of 1989 (sometimes referred to as "AB 939"), Public Resources Code § 40000 and following as it may be amended, including but not limited to AB 341, AB 1826, AB 827, AB 1594, SB 1383, and as implemented by the regulations of CalRecycle.

1.6 AGREEMENT

‘Agreement’ means this agreement between City and Contractor, including all exhibits, and any future amendments hereto.

1.7 BIN

‘Bin’ means a metal or plastic Container with plastic lids and a capacity from 2 to 6 cubic yards, which is typically emptied by a front-loading collection vehicle.

1.8 BIN COLLECTION SERVICE

‘Bin Collection Service’ means providing Solid Waste Handling Services using Bins. Bin Collection Service includes *Regular* Bin Collection Service and *Temporary* Bin Collection Service.

1.9 BULKY ITEMS

‘Bulky Items’ means Solid Waste that cannot or would not typically be accommodated within a Bin or Cart because of its size or shape, including specifically: furniture (including chairs, sofas, mattresses, and rugs) and appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances and other similar items, commonly known as “white goods”). Bulky Items do not include car bodies, auto parts, tires, Construction and Demolition Debris, or items requiring more than two persons to remove.

1.10 BUSINESS

‘Business’ means a Person located on any property or premises occupied for or devoted to a use permitted in the commercial, institutional and public Zones pursuant to Sections 30.10.010 (B), (C), and (D) of the Glendale Municipal Code.

1.11 CALRECYCLE

‘CalRecycle’ means the California Department of Resources Recycling and Recovery (CalRecycle), which is the Department designated with responsibility for developing, implementing, and enforcing statewide regulations, or its successor agency.

1.12 CART

‘Cart’ means a plastic Container with wheels and a hinged lid with a capacity from 35 to 101 gallons, which is typically emptied by an automated side-loading solid waste collection vehicle.

1.13 CART COLLECTION SERVICE

‘Cart Collection Service’ means providing Solid Waste Handling Services using Carts.

1.14 CITY

'City' means the City of Glendale, California, a municipal corporation, and all the territory lying within the municipal boundaries of the City as it currently exists, or as such boundaries may be adjusted.

1.15 CITY MANAGER

'City Manager' means the City Manager or the Person designated by the City Manager to administer this Agreement.

1.16 COLLECTION

'Collect or Collection' means the act of collecting Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and other material at the place of generation in the City pursuant to this Agreement.

1.17 CONTAINER

'Container' means a Bin or a Cart.

1.18 COMPLAINT

'Complaint' means a grievance, criticism, or objection in the form of a written letter, email, or telephone call either to the City or to the Contractor regarding Contractor's performance of its duties under the terms of this Agreement. 'Complaints' concern missed pick-ups, property damage caused by the Contractor, tardy service, unresponsiveness to requests, billing problems, and similar issues. 'Complaints' exclude normal or standard service requests (e.g., exchanging a Cart or Bin), and criticisms directed at the City's solid waste ordinance and its provisions.

1.19 COMPOSTING OR COMPOST

'Composting or Compost' means the controlled biological decomposition of Organic Materials into fertilizer, soil amendments, or other useful products.

1.20 CONSTRUCTION AND DEMOLITION DEBRIS

'Construction and Demolition Debris includes, but is not limited to, rock, brick, sand, ceramics, building materials, asphalt, concrete, drywall, metals, roofing materials, soils, wood, packaging, and rubble resulting from construction, remodeling, repair and demolition operations on pavement, houses, commercial, industrial or institutional buildings and other properties or structures.

1.21 CONSUMER PRICE INDEX OR CPI

'Consumer Price Index' or 'CPI' means the Consumer Price Index, Series ID: CUURS49ASA0, All items in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted (published by the U.S. Department of Labor, Bureau of Labor Statistics).

1.22 CONTAINER

‘Container’ means any can, wheeled cart, receptacle, dumpster, bin, or box, including a Bin or Cart, used or intended to be used for the purpose of holding Solid Waste, recyclable or organic material for Collection.

1.23 CONTAMINATION

‘Contamination’ means the following; (i) discarded materials placed in the blue Container that are not identified as acceptable Recyclable Materials for the City’s blue Container; (ii) discarded materials placed in the green Container that are not identified as acceptable Organic Waste for the City’s Green Container; (iii) discarded materials placed in the Gray Container that are acceptable Recyclable Materials and/or Organic Wastes; and (iv) any other items or substances that are not Refuse, Recyclables, or Organics placed in any container.

1.24 CUSTOMER

‘Customer’ means any Person within the City holding a Solid Waste Handling Services account with Contractor.

1.25 DESIGNATED COLLECTION LOCATION

‘Designated Collection Location’ means the place where the Customer shall place, and from where the Contractor is to Collect, Solid Waste in Containers designed for that purpose.

1.26 DISPOSAL

‘Disposal’ means the final deposition of Solid Waste at a permitted Disposal Site that is in full compliance with all laws and regulations. Disposal shall have the same meaning as set forth in Public Resource Code Section 40192.

1.27 DISPOSAL SITE

‘Disposal Site’ means the place, location, tract of land, area, or premises in use, intended to be used, or which has been used, for the Disposal of Solid Waste.

1.28 DISPOSAL TIPPING FEE

‘Disposal Tipping Fee’ means the rate per ton for Disposal of Refuse upon which the Contractor’s rates are based.

1.29 DWELLING UNIT

‘Dwelling unit’ means a room or group of internally connected rooms that have sleeping, cooking, eating, and sanitation facilities, but not more than one kitchen, which constitutes an independent housekeeping unit, occupied by or intended for one household on a long-term basis. Types of dwellings include single-family dwellings, duplexes, multifamily dwellings, mobile homes,

condominiums and townhouses. Mixed use structures where both residential and commercial streams are created, are considered commercial Generators.

1.30 FOOD WASTE

'Food Waste' means waste that will decompose and/or putrefy and is segregated for Collection and Recycling. Food waste includes: (i) kitchen and table food waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iii) discarded paper that is contaminated with Food Waste; and, (iv) fruit waste, grain waste, dairy waste, meat, and fish waste.

1.31 FRANCHISE

'Franchise' means the exclusive right and privilege to provide Solid Waste Collection services within a pre-determined Zone of the City granted by City to Contractor pursuant to the City's authority under Article 11, Section 7 of the State of California Constitution, Section 40059 of the Public Resources Code, and this Agreement.

1.32 GREEN WASTE

'Green Waste' means non-contaminated material composed of organic matter or plant matter which is the result of seasonal variations or landscape and gardening activities, or as otherwise defined in 14 CCR Section 17852(a)(21a). Green waste includes, without limitation, grass clippings, shrubbery, leaves, tree trimmings, branches, flowers, plant stalks, wood and other plant material. Green Waste does not include stumps or branches exceeding six inches (6") in diameter or four feet (4') in length or palm fronds.

1.33 GROSS RECEIPTS

'Gross Receipts' means any and all monies, fees, charges, consideration, and revenue collected or received by or paid to Contractor, in connection with, arising from, or in any way attributable to the Solid Waste Handling Services carried out by or on behalf of Contractor pursuant to this Agreement. Gross Receipts includes, without limitation, Customer charges for Collection of Solid Waste, without subtracting disposal fees, Franchise Fees, or any fees imposed on Contractor and collected pursuant to this Agreement. Gross Receipts does not include any proceeds from the sale of Recyclables to materials brokers, dealers, end users, or a combination thereof, or any payments from the lease of stationary compactors.

1.34 HAZARDOUS SUBSTANCE

"Hazardous Substance" means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Waste", "toxic waste", "pollutants" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code

§§25115-25117, 25249.8, 25281, 25316, 25501 and 25501.1; (vi) the Clean Air Act, 42 USC §7901 et seq.; and (vii) California Water Code §13050; (b) any substances defined, regulated or listed by any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable federal, state or local environmental laws currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

1.35 HAZARDOUS WASTE

'Hazardous Waste' means a waste, or combination of wastes, which because of its quantity, concentration or physical, chemical or infectious characteristics, may do either of the following: (1) cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; (2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of or otherwise managed. 'Hazardous Waste' includes all substances defined as Hazardous Waste, Acutely Hazardous Waste, or extremely Hazardous Waste by the State of California in Health and Safety Code §25110.02, §25115, and §25117; as well as Section 40141 of the Public Resources Code, Division 30, Part 1, Chapter, and as these may be subsequently defined; or in the future amendments to or recodifications of such statutes, or identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated there under. Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term "Hazardous Waste" shall be construed to have the broader, more encompassing definition.

1.36 HOLIDAY

'Holiday' means New Years' Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas, or the days on which any of these named holidays are observed by the City.

1.37 MEDICAL WASTE

'Medical waste' means any biohazardous waste or sharps waste that is composed of, generated or produced as a result of any of the following actions, and as regulated pursuant to the Medical Waste Management Act, Part 14 (commencing with Section 117600) of Division 104 of the Health and Safety Code and as that section may be subsequently amended.

- (1) Diagnosis, treatment, or immunization of human beings or animals.
- (2) Medical research involving the diagnosis, treatment or immunization of human beings or animals.
- (3) The production or testing of medicinal preparations made from living organisms and their products, including, but not limited to, serums, vaccines, antigens, and antitoxins.

- (4) The accumulation of properly contained home-generated sharps waste that is brought to a point of consolidation approved by the enforcement agency pursuant to Section 117904 or authorized pursuant to Section 118147.
- (5) Removal of a regulated waste from a trauma scene by a trauma scene waste management practitioner.

Medical Waste that has been properly treated or autoclaved and that is not otherwise hazardous shall thereafter be considered Solid Waste.

1.38 MULTI-FAMILY

'Multi-family' means any residential property in the City containing five or more Dwelling Units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

1.39 ORGANIC WASTE OR GREEN CONTAINER WASTE

'Organic Waste' or 'Organics' means solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18882(a)(46); or that is collected in a green container as defined in 14 CCR 18982(a)(29). Biosolids and digestate are as defined by 14 CCR Section 18982(a). The term is used interchangeably with Green Container Waste.

1.40 PERSON

'Person' means any individual, firm, association, limited liability company, organization, partnership, political subdivision, government agency, municipality, public or private corporation, business trust, or joint venture, or any other entity whatsoever.

1.41 PREMISES

'Premises' means a tract or lot of land within the City where Solid Waste is generated or accumulated.

1.42 RECYCLABLE MATERIALS OR BLUE CONTAINER WASTE

'Recyclable Materials' or 'Recyclables' means non-putrescible and non-hazardous recyclable wastes, including, but not limited to, bottles, cans, metals, plastics, and glass, or as otherwise defined in 14 CCR Section 18982(a)(43); or that is collected in a blue container as defined in 14 CCR 18982(a)(5). The term is used interchangeably with Blue Container Waste or materials.

1.43 RECYCLE OR RECYCLING

‘Recycle’ or ‘Recycling’ means the process of Collecting, sorting, cleaning, treating and reconstituting materials that would otherwise become waste and returning those materials to the economic mainstream in the form of raw materials for new, reused or reconstituted products which meet the quality standards to be used in the marketplace. Recycling does not include transformation as defined in Public Resources Code Section 40201.

1.44 REFUSE OR GRAY CONTAINER WASTE

‘Refuse’ means discarded waste or garbage that may contain nonorganic material, or processed industrial materials or that is collected in a gray container as defined in 14 CCR 18982 (a)(28). The term is used interchangeably with Gray Container Waste. “Refuse” does not include any Construction and Demolition Debris generated from applicable projects as defined in Chapter 8.58 of the Glendale Municipal Code.

1.45 REGULAR BIN COLLECTION CUSTOMER

‘Regular Bin Collection Customer’ means a Person that receives Regular Bin Collection Service.

1.46 REGULAR BIN COLLECTION SERVICE

‘Regular Bin Collection Service’ means using Bins to provide Solid Waste Handling Services to established residential, retail, commercial, and industrial facilities that require Collection service on a regular, ongoing, and indefinite basis. ‘Regular Bin Collection Service’ includes providing Solid Waste Handling Services to established Multi-family Premises with enclosure(s) or dedicated space(s) in common areas to accommodate Bins serviced by front-loading collection vehicles. ‘Regular Bin Collection Service’ includes providing Collection service using Bins to established Business Premises, but does not include providing service to: 1) Business Premises that generate small quantities of waste and elect to use Cart Collection Service, or, 2) Business Premises that generate large quantities of waste that elect to use Regular Rolloff Collection Service. Regular Bin Collection Service and Temporary Bin Collection Service are mutually exclusive.

1.47 REGULAR ROLLOFF COLLECTION CUSTOMER

‘Regular Rolloff Collection Customers’ means a Person that receives Regular Rolloff Collection Service.

1.48 REGULAR ROLLOFF COLLECTION SERVICE

‘Regular Rolloff Collection Service’ means using Rolloff Boxes or Rolloff Compactors to provide Solid Waste Handling Services to established retail, commercial, and industrial facilities that require Rolloff Service on a regular, ongoing, and indefinite basis. Regular Rolloff Collection Service and Temporary Rolloff Collection Service are mutually exclusive.

1.49 ROLLOFF BOX

'Rolloff Box' means an open top metal Container with a capacity from 10 to 40 cubic yards, which is designed to be pulled onto a rolloff vehicle.

1.50 ROLLOFF COLLECTION SERVICE

'Rolloff Collection Service' means providing Solid Waste Handling Services using Rolloff Boxes or Rolloff Compactors. Rolloff Collection Service is either Regular Rolloff Collection Service or Temporary Rolloff Collection Service.

1.51 ROLLOFF COMPACTOR

'Rolloff Compactor' means an enclosed metal Container equipped with a hydraulic packing ram with a capacity from 15 to 35 yards, which is designed to be pulled onto a rolloff vehicle.

1.52 SB 1383

'SB 1383' means Senate Bill 1383, which was approved by the Governor in September 2016 and establishes methane emission reduction targets to reduce emissions of short-lived climate pollutants. SB 1383 establishes targets to achieve a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent reduction by 2025. The law grants CalRecycle the regulatory authority required to achieve the organic waste disposal reduction targets and establishes an additional target that not less than 20 percent of currently disposed edible food is recovered for human consumption by 2025. The regulations pursuant to SB 1383 were included in Chapter 523 of Statutes 2016.

1.53 SOLID WASTE

'Solid Waste' has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

- (1) Hazardous waste, as defined in the State Public Resources Code Section 40141.
- (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
- (3) Medical waste, as defined in the Medical Waste Management Act, Part 14, commencing with Section 117600 of Division 104 of the Health and Safety Code and as that section may be subsequently amended.

1.54 SOLID WASTE HANDLING SERVICES

‘Solid Waste Handling Services’ means the Collection, transportation, storage, transfer, processing, and Disposal of Solid Waste.

1.55 TEMPORARY BIN COLLECTION CUSTOMER

‘Temporary Bin Collection Customer’ means a Person that receives Temporary Bin Collection Service.

1.56 TEMPORARY BIN COLLECTION SERVICE

‘Temporary Bin Collection Service’ means using Bins to provide Solid Waste Handling Services to new construction sites, demolition projects, remodel projects, and cleanups that require Bin Collection Service on a temporary basis no longer than the duration of the project. Temporary Bin Collection Service and Regular Bin Collection Service are mutually exclusive.

1.57 TEMPORARY ROLLOFF COLLECTION CUSTOMER

‘Temporary Rolloff Collection Customer’ means a Person that receives Temporary Rolloff Collection Service.

1.58 TEMPORARY ROLLOFF COLLECTION SERVICE

‘Temporary Rolloff Collection Service’ means using Rolloff Boxes to provide Solid Waste Handling Services to new construction sites, demolition projects, remodel projects, and cleanups that require Rolloff Service on a temporary basis no longer than the duration of the project. Temporary Rolloff Collection Service and Regular Rolloff Collection Service are mutually exclusive.

1.59 TERM

‘Term’ means the Term of this Agreement, including any agreed upon extension periods, as provided for in Section 4.3.

1.60 WASTE GENERATOR

‘Waste Generator’ or ‘Generator’ means the owner or occupant of premises that initially produces Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

1.61 WORK DAY

‘Work Day’ means any day, Monday through Sunday, excluding Holidays.

1.62 ZONE A

‘Zone A’ means that Northwest Quadrant of the City as shown in Exhibit A and defined by the following boundaries:

- North – Verdugo Mountains

- West – City Boundary
- South – Doran St: San Fernando Rd easterly to Brand Blvd or MTA Railroad Tracks easterly to Brand Blvd
- East –
 - Maryland Av: Kenneth Rd southerly to Ventura Freeway
 - Ventura Freeway: Maryland Av westerly to Brand Blvd
 - Brand Blvd: Ventura Freeway southerly to Doran St

1.63 ZONE B

'Zone B' means that Northeast Quadrant of the City as shown in Exhibit A and defined by the following boundaries:

- North – City Boundary
- West –
 - Maryland Av: Kenneth Rd southerly to Ventura Freeway
 - Ventura Freeway: Maryland Av westerly to Brand Blvd
 - Brand Blvd: Ventura Freeway southerly to Wilson Av
- South – Wilson Av: Brand Blvd easterly to City Boundary
- East – City Boundary

1.64 ZONE C

'Zone C' means that Southwest Quadrant of the City as shown in Exhibit A and defined by the following boundaries:

- North – Doran St: San Fernando Rd easterly to Brand Blvd or MTA Railroad Tracks easterly to Brand Blvd
- West – City Boundary
- South – City Boundary
- East –
 - Brand Blvd: Doran St southerly to San Fernando Rd
 - San Fernando Rd: San Fernando Rd southeasterly to Glendale Av
 - Glendale Av: Northeasterly to City Boundary Corner
 - City Boundary

1.65 ZONE D

'Zone D' means that Southeast Quadrant of the City as shown in Exhibit A and defined by the following boundaries:

- North – Wilson Av: Brand Blvd easterly to City Boundary
- West – Brand Blvd: Wilson Av southerly to San Fernando Rd
- South –
 - San Fernando Rd: Brand Blvd southeasterly to Glendale Av
 - Glendale Av: Northeasterly to City Boundary Corner
 - City Boundary

- East – City Boundary

2.0 GRANT OF RIGHT AND PRIVILEGE TO COLLECT SOLID WASTE

2.1 GRANT OF EXCLUSIVE RIGHTS

This Agreement grants to Contractor for the Term of this Agreement, during which Solid Waste Handling Service is to be provided, the exclusive right and privilege to Collect, transport, process, recycle, compost, retain and dispose of Solid Waste produced, generated and/or accumulated within Zone D as shown in the zone map included as Exhibit A

- All Multi-family Customers.
- All Business Customers with Regular Bin Collection Service.
- All Business Customers with Regular Rolloff Collection Service.

2.2 LIMITATIONS TO SCOPE OF EXCLUSIVE AGREEMENT

The exclusive franchise, right and privilege to provide Solid Waste Handling Services at Premises within Zone D of the City granted to Contractor by this Agreement specifically excludes the following services, which services may be provided by the City and/or Persons other than Contractor and which may be the subject of other permits, licenses, franchises or agreements issued or entered by City:

1. Single-family Residential Collection Service, which is provided by the City.
2. Service to residential properties in the City containing four or fewer Dwelling Units.
3. Service to Temporary Bin Customers.
4. Service to Temporary Rolloff Customers.
5. The sale or donation of source-separated Recyclable Material by the Waste Generator or Customer to any Person other than Contractor and who has submitted and filed an exemption request from the City; provided, however, to the extent permitted by law, if the Waste Generator or Customer is required to pay monetary or nonmonetary consideration for the Collection, transportation, transfer, or processing of Recyclable Material, then it shall not be considered a sale or donation.
6. Solid Waste, including Recyclable Materials and Organics, which is removed from any Premises by the Waste Generator and has received an exemption from the City, and which is transported personally by such Generator (or by his or her full-time employees) to a processing facility or Disposal Site in a manner consistent with all applicable laws and regulations.
7. Recyclable Materials, Organic Waste or Bulky Wastes which are source separated at any premises by the waste generator and donated to youth, civic or charitable organizations.

8. Recyclables delivered to a recycling center or drop-off station by the Waste Generator for Recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, et seq.
9. Bulky Waste removed from a Single-Family Residential Premises by a property cleanup or maintenance company as an incidental part of the total cleanup or maintenance service offered by the company rather than as a hauling service.
10. Green Waste removed from a Premises by a gardening, landscaping, or tree trimming Contractor, utilizing its own equipment, as an incidental part of a total service offered by that Contractor rather than as a hauling service.
11. The Collection, transfer, transport, Recycling, and processing of animal by-products, fats, oils, or grease to be rendered and used as tallow.
12. The Collection, transfer, transport, Recycling, processing, and disposal of byproducts of sewage treatment, including sludge, sludge ash, grit and screenings.
13. The Collection, transfer, transport, Recycling, processing, and disposal of Hazardous Substances, Hazardous Waste, and untreated Medical Waste regardless of its source.
14. Construction and Demolition Debris which is removed by a duly-licensed construction or demolition company (e.g., with a State contractor license type C-21) or as part of a total service offered by said licensed company or by the City, where the licensed company utilizes its own equipment.
15. Solid Waste Handling 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.
16. Collection Material that is removed from a premise by a company through the performance of a service that the Contractor has elected not to provide.

The exclusive franchise, right and privilege to provide Solid Waste Handling Services within Zone D granted to Contractor by this Agreement shall be interpreted to be consistent with all applicable state and federal laws, now in effect and adopted during the Term of this Agreement, and the scope of this Agreement shall be limited by all applicable current and developing laws and regulations. In the event that future interpretations of current law, future enactments or developing legal trends limit the ability of City to lawfully grant Contractor the scope of services as specifically set forth in this Agreement, the scope of this Agreement shall be limited to those services and materials which may be lawfully provided, and that City shall not be responsible for any lost profits claimed by Contractor resulting from any change in law.

2.3 ENFORCEMENT OF EXCLUSIVE RIGHTS

Contractor shall have the right to enforce the exclusive rights in this Agreement. City shall reasonably assist Contractor in its efforts to enforce the exclusivity of this Agreement. In addition, City may adopt such ordinances or other regulations as it deems to be necessary or desirable to protect the exclusive rights granted in this Agreement. City shall have the right, but not the obligation, to enforce the exclusivity in this Agreement, including by instituting appropriate legal proceedings, and/or to request that Contractor do so. Contractor shall have an affirmative obligation to enforce such exclusivity provisions when requested to do so by City. Contractor shall reimburse City for its reasonable legal costs, extraordinary administrative costs (including staff time), or other expenses incurred in connection with City's actions to either enforce the exclusivity in this Agreement, or to assist Contractor in doing so.

2.4 ANNEXATION

Contractor's rights and obligations in this Agreement shall apply in any territory annexed to Zone D during the Term of this Agreement, except to the extent that the application of such rights and obligations within such annexed territory would violate the provisions of Public Resources Code Section 49520. In such event, this Agreement shall become effective as to such area at the earliest possible date permitted by law. If upon annexation Contractor is permitted to provide Solid Waste Handling Services to Customers in the annexed territory pursuant to preexisting rights granted by another jurisdiction, Contractor shall provide all such Customers in the annexed area with the same services, at the same rates, as are available to Customers pursuant to the terms of this Agreement.

3.0 REPRESENTATIONS AND WARRANTIES

Contractor hereby covenants, represents, and warrants the following to City for the purpose of inducing City to enter into this Agreement, all of which shall be true as of the Effective Date of this Agreement:

1. Contractor is a validly existing corporation under the laws of the State of California.
2. Neither the execution of this Agreement nor the delivery by Contractor of services nor the performance by Contractor of its obligations in this Agreement: (1) conflicts with, violates or results in a breach of any applicable law; (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of Contractor) or instrument to which Contractor is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument; or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of Contractor.
3. There is no action, suit or other proceeding as of the date of this Agreement, at law or in equity, or to the best of Contractor's knowledge, any investigation, before or by any court or governmental authority, pending or threatened against Contractor which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any such agreement or instrument entered into by Contractor in connection with the transactions contemplated hereby, or which could materially and adversely affect the ability of Contractor to perform its obligations in this Agreement or which would have a material adverse effect on the financial condition of Contractor.
4. Contractor has no knowledge of any applicable law in effect as of the date of this Agreement that would prohibit the performance by Contractor of this Agreement and the transactions contemplated hereby.
5. Contractor has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding this Agreement and the work to be performed by it, and is satisfied that those conditions and circumstances will not impair its ability to perform the work and provide the Solid Waste Handling services required by this Agreement.
6. The information supplied by Contractor in all submittals made in connection with negotiation and execution of this Agreement, including all materials in its proposal to the City, and all representations and warranties made by Contractor throughout this Agreement are true, accurate, correct and complete in all material respects on and as of the Effective Date of this Agreement.

4.0 EFFECTIVE DATE AND TERM

4.1 CONDITIONS TO EFFECTIVENESS OF AGREEMENT

The satisfaction of each and all of the conditions set out below, each of which may be waived in whole or in part by City in writing, is a condition precedent to the effectiveness of this Agreement, and a condition of Contractor's continued right to the benefits conveyed in this Agreement:

1. Accuracy of Representation - All representations and warranties made by Contractor and set forth in this Agreement shall be accurate, true, and correct on and as of the Effective Date of this Agreement.
2. Absence of Litigation - There shall be no litigation pending in any court challenging the award of this Agreement to Contractor or the execution of this Agreement or seeking to restrain or enjoin its performance.
3. Furnishing of Insurance, Bond, and Letter of Credit - Contractor shall have furnished the evidence of insurance, and performance bond required by this Agreement.
4. Effectiveness of City Council Action - City Council's Ordinance or Resolution approving this Agreement shall have become effective pursuant to California law.
5. Administrative Fee - Contractor shall have paid to the City the Administrative Fee pursuant to Section 10.1 of this Agreement.

4.2 EFFECTIVE DATE

The 'Effective Date' of this Agreement shall be the date upon which all the conditions set forth in Section 4.1 have been accomplished, and have been accepted in writing by the City.

4.3 TERM

Contractor shall provide Solid Waste Handling Services and Disposal Services in accordance with this Agreement for a period of ten (10) years beginning August 27, 2021 through midnight on August 26, 2031 (the "Term"), unless this Agreement is terminated sooner pursuant to Article 16 of this Agreement.

4.4 CITY'S OPTION TO EXTEND TERM

City shall have the sole option to extend the initial Term for two (2) additional five-year periods. The first five (5) year period shall be from August 27, 2031 through August 26, 2036; the second five (5) year period shall be August 27, 2036 through August 26, 2041 . If City elects to extend the Term, City shall notify Contractor in writing no later than two hundred seventy (270) calendar days prior to the end of the then existing Term. If City does not notify Contractor two hundred seventy (270) calendar days prior to the end of the then existing Term, the City shall waive its option to further extend the Term.

In order to eligible for an extension of the Term, Contractor must meet billing and performance standards to the satisfaction of the City. Regardless of the outcome of this billing audit and performance review, the City will have no obligation to extend the term of this Agreement.

4.5 CITY SOLID WASTE SERVICES PERMIT

Contractor shall be required to obtain a City solid waste services permit under Glendale Municipal Code chapter 8.56 and maintain such in effect at all times during the Term. Nothing in this Agreement shall be construed as granting Contractor an exemption from the requirement to obtain a City solid waste services permit or operating within all conditions thereof.

4.6 REQUIREMENTS PRIOR TO AGREEMENT EXPIRATION

Should the City choose not to exercise the renewal options of this Agreement or should no renewal options remain, the City anticipates awarding a new agreement at least six (6) months prior to the expiration of this Agreement. In the event a new agreement has not been awarded within such timeframe, the Contractor shall continue to provide Solid Waste Handling Services in accordance with the terms of this Agreement. Under no circumstance shall Contractor be required to provide Solid Waste Handling Services after the expiration of the Agreement unless mutually agreed to in writing between the City and Contractor.

The Contractor shall allow the City's newly selected franchise hauler(s) to purchase, or rent for up to ninety (90) days, Contractor's Containers. The terms, purchase price and/or rental fee will be negotiated and mutually approved by the Contractor and newly selected Franchisee. The Contractor shall act in accordance with an agreed upon timeline for any future transition of collection services of the Franchise Zone(s) for which they have entered into this Agreement.

Prior to the expiration of this Agreement, the Contractor shall work with the City and the newly selected Franchisee(s) to ensure a smooth transition with no interruption or reduction of service. The Contractor shall comply with the following performance requirements and deadlines:

Table 1. End of Agreement Term Transition Requirements

Deadline	Performance Requirements
180 days prior to expiration of Agreement	Provide to the City and the selected Franchisee a Container inventory, in a format acceptable to the City that includes each Container's location (street address), capacity, identification number, collection frequency, Customer name, Customer contact information, and whether the Container is owned by the Customer or by the Contractor. Thereafter, the Contractor shall not replace or exchange any Contractor-owned Containers listed in the Container inventory, without the City's approval.

150 days prior to expiration of Agreement	Attend a coordination meeting with the selected Franchisee and the City. At the coordination meeting, the Contractor shall provide a list of Contractor-owned Containers that may be purchased by the selected Franchisee.
120 days prior to expiration of Agreement	Work with the selected Franchisee(s) to develop a mutually agreeable schedule for removal of Contractor-owned Containers and placement of the selected Franchisee's containers. The schedule shall ensure no interruption in collection service.
30 days prior to expiration of Agreement	Implement the schedule for transition with the selected Franchisee.

5.0 SCOPE OF SERVICES

5.1 SOLID WASTE SERVICES – GENERAL

To protect the public health and safety, enable City to comply with State recycling laws, and reduce the amount of Refuse and Organic Waste that is landfilled, Contractor shall provide all labor, equipment, material, supplies, supervision, tools, and all other items necessary for the Collection, transportation, storage, transfer, processing, and Disposal of all Solid Waste generated or accumulated within Zone D of the City by Business and Multi-family Customers covered by this Agreement at least once per week. The services provided by Contractor under this Agreement shall be performed in a thorough and professional manner so that all Customers are provided at all times with reliable, courteous, and high-quality Solid Waste Handling Services.

Upon the Effective Date of this Agreement, Contractor shall diligently execute the Transition Plan, attached hereto and incorporated herein as Exhibit B, and start services to existing Solid Waste Generators in Zone D in a smooth and efficient manner.

5.1.1 Recyclables and Organics Service Mandatory

Recycling service and Organic Waste Collection service is mandatory, except for accounts with valid waivers and registered self-haulers. All Customers will be provided Refuse Cart or Refuse Bin service and shall receive Recycling collection service and Organic Waste Collection service as mandated by AB 341 and SB 1383, except if that Customer is exempt and has a documented waiver approved by the City from either or both requirements.

The Customer shall be required to separate Organic Waste from Refuse and Recyclables; and Recyclables from Organic Waste and Refuse according to the three-Container system in compliance with AB 341, SB 1383 and Glendale Municipal Code chapter 8.44. Contractor shall provide source-separated collection of Recyclables and Organic Waste as defined. Organic Waste and Recyclables collected at curbside shall be collected, transported, and processed so as not to be contaminated with Refuse or each other.

Contractor shall report to the City any businesses that are required to subscribe to Recycling service or Organic Waste Collection service but are not subscribed if Contractor is aware or is made aware of these businesses.

5.1.2 SB 1383 Acknowledgement

Contractor's performance of services described in this Agreement shall be in accordance with those provisions of SB 1383 and AB 901 final regulations, which is incorporated herein by reference, that pertain to Contractor from the Effective Date of this Agreement. In addition, Contractor shall provide to the City any and all reports provided to other governmental agencies regarding the operation of a public transfer station (PTS), including reports required to be provided to the City, local enforcement agency or CalRecycle under SB 1383 and AB 901. Additionally, Contractor shall provide any customer Commercial Recycling and Organics Compliance data and timelines as may be established by the City and CalRecycle.

Contractor specifically acknowledges Contractor's obligation, in performing Contractor's services in this Agreement, to comply with all applicable laws and regulations at the time this Agreement was considered. Contractor acknowledges the City's intent to comply with SB 1383 and AB 901 insofar as these laws pertain to Contractor's services and operations under this Agreement. Contractor agrees that it has considered all of the obligations of SB 1383, especially including the changes to Title 14, and AB 901 placed upon Contractor in operating the PTS as a transfer/processor and in meeting the specific obligations under this Agreement.

5.1.3 No Mixing Loads of Materials

The Contractor shall not combine loads of Commingled Recyclables (Blue Container Waste), Organics (Green Container Waste), or Refuse (Gray Container Waste) collected with loads of Solid Waste or other materials collected within or outside of the Agreement. All material collected shall be kept segregated from the point of collection to the appropriate destination. Combining loads of Commingled Recyclables, Organics, or other Source Separated materials collected with loads of Solid Waste will be subject to Liquidated Damages listed in Table 4 of this Agreement.

5.1.4 Disposition of Recycling and Organic Waste

All Organic Waste (except Contamination) collected by Contractor in the green Containers provided by Contractor must be diverted from landfill. Acceptable markets include composting at a compost facility properly permitted to accept both food waste and green waste, a high-diversion facility recognized by CalRecycle, placement into anaerobic digestion, or used as a biofuel.

All Recycling materials (except Contamination) collected by Contractor in the blue Containers provided by Contractor must be diverted from landfill via delivery to a Materials Recovery Facility or a high-diversion facility recognized by CalRecycle.

5.1.5 Minimum Diversion Requirements

Contractor shall recycle or divert from landfilling sufficient waste to assist the City in its compliance with current state law requirements for diversion in Zone D. 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.

5.1.6 Status of Transfer Station, Processing Facilities, and Disposal Site

Any transfer station or processing facility utilized must be designed and constructed in accordance with all applicable state and local laws (e.g., California Environmental Quality Act (CEQA), California Code of Regulations, etc.). The transfer station or processing facility must maintain full regulatory compliance with all permits from federal, state, regional, county, and city agencies necessary for it to operate as a transfer station or processing facility and must be in compliance with all such permits. Contractor shall provide copies to the City of all notices of violation or amendments to permits that could affect the Contractor's ability to perform under this Agreement. Any transfer station or

processing facility selected by the Contractor must be authorized to accept, under its existing permit, and have sufficient uncommitted capacity to accept, all Solid Waste collected by Contractor under this Agreement for the duration of the Agreement.

Any Disposal Site utilized by the Contractor must be designed and constructed in accordance with 23 California Code of Regulations Section 2510 et seq. (“Subchapter 15”). The Disposal Site must have all required permits from federal, state, regional, county, and city agencies necessary for it to operate as a Class III Sanitary Landfill and is in full regulatory compliance with all such permits. The Contractor shall provide copies to the City of all notices of violations received by Contractor that could affect the Contractor's ability to perform under this Agreement, or amendments to permits, including any extensions. Any Disposal Site must be authorized to accept, under its existing permit, and have sufficient uncommitted capacity to accept, all Refuse collected by Contractor under this Agreement for the duration of this Agreement.

5.2 BUSINESS AND MULTI-FAMILY COLLECTION SERVICE

5.2.1 Container Collection – General

Contractor must provide Refuse, Recyclables, and Organic Waste collection service to all Customers in Zone D whose Refuse, Recyclables, and Organic Waste are properly placed in Collection Containers, and properly placed out for Collection. This shall occur not less than once per week. A Container shall be considered properly placed out for Collection if it is feasibly accessible by Contractor's Collection vehicles. If a Customer and Contractor cannot agree upon the Designated Collection Location, City shall make the final determination of the Designated Collection location.

In the case of Bin Collection, Contractor shall replace empty Bins to their original location with gates or doors of enclosures secured after Collection is completed. If positioning of a bin is required, the bin shall not be left in a location that will obstruct traffic or access through the public right-of-way.

It is the intent of the City and the Contractor to provide Customers with the highest level of customer satisfaction while at the same time enabling Contractor to operate efficiently. Contractor shall instruct Customers to place all Solid Waste inside each Collection Container such that Contractor's drivers will not be required to routinely disembark the Collection vehicle. However, in the event that a Customer occasionally places Solid Waste adjacent to a Collection Container, Contractor shall also Collect that Solid Waste, and may charge for the additional service according to Table 3 – Extra Services. If a Customer routinely places for Collection Solid Waste outside its Collection Container, Contractor shall work with the Customer to determine if the Customer is in need of additional Collection Containers or pickups. The City Manager is authorized to require Contractor to deliver additional Collection Containers or make additional pickups to any such Customers, or to require such other action of Contractor as is reasonably necessary to ensure that Customers receive high quality service.

5.2.2 Cart Collection – Refuse, Recyclables, and Organics

Contractor shall provide a three-Container Collection program for the separate collection of Refuse, Recyclables, and Organics from all Customers in Zone D using Cart Collection Service. Contractor shall provide Blue Containers to Customers for Collection of Source Separated Recyclable Materials

and shall provide Source Separated Recyclable Materials Collection service. Contractor shall provide Green Containers to Customers for Collection of Source Separated Organic Waste and shall provide Source Separated Organic Waste Collection service. Contractor shall provide Gray Containers to Customers for Collection of Refuse and shall provide Refuse Collection service. Contractor shall provide ninety-six (96) or sixty-four (64) gallon Carts, as requested by Customer, or as deemed necessary by Contractor due to service needs or to maintain public health and safety. The City reserves the right to demand a ninety-six (96) gallon Cart be used in place of a sixty-four (64) gallon Cart in any circumstance. All provided Containers shall comply with Section 6.4 of this Agreement.

For Cart-only Customers, Gray Container Waste, Green Container Waste, and Blue Container Waste shall be collected on the same day for the same Customer. For Bin Customers, Gray Container Waste, Green Container Waste, and Blue Container Waste may be collected at Contractor's discretion, unless same-day collection is requested, in writing, by Customer. Contractor shall charge rates to the Customer based on each Customer's size and number of Carts at a rate not to exceed the corresponding rate set forth in the Maximum Rate Table, attached hereto and incorporated herein as Exhibit D. Contractor may not charge for any services not listed in Table 3 - Extra Services.

5.2.3 Bin Collection – Refuse, Recyclables, and Organics

Contractor shall collect Refuse from all Customers in Zone D using Bin Collection Service. Contractor shall provide the size and quantity of Bins, and the number of weekly pickups as requested by Customer, or as required to maintain public health and safety. Provided Bins shall comply with Section 6.4 of this Agreement. If Contractor and Customer cannot agree upon the appropriate size and number of Bins, or on the number of weekly pickups, City shall determine the most appropriate service level. Contractor shall bill the Customer for Regular Bin Collection Service based on each Customer's size and number of Bins, and number of weekly pickups at rates not to exceed the rates set forth in Exhibit D, the Maximum Rate Table. Contractor may not charge for any services not listed in Table 3 – Extra Services.

5.2.4 Bulky Item Pickup

On an as-needed, on-call basis, the Contractor shall provide pickups of Bulky Items from each Customer in Zone D. Upon receiving a request from Customer (at least two (2) days in advance, and no more than seven (7) days), Contractor shall collect Bulky Items on the Customer's regular collection day at no extra charge. Each Bulky Item Collection shall be limited to: up to four (4) large household items or up to ten (10) bundles of Green Waste (bundled no more than 4' long and 18" in diameter) per Collection event (i.e., per pickup). Contractor shall not be required to remove any items that cannot be safely handled by two persons. Contractor shall comply with all applicable regulations governing the recovery of ozone depleting refrigerants during the handling and Disposal of refrigerators, or air conditioning units.

In the event a question arises as to whether a specific item or category of items meets the definition of Bulky Items, City shall determine whether the item(s) are considered Bulky Items, and that determination shall be final and binding on the Contractor.

Contractor shall provide up to four (4) free pickups per Customer, per calendar year. For Bulky Item pickups that exceed four (4) in a calendar year, Contractor may charge the Bulky Item Pickup

Charge(s) shown in Table 3 – Extra Services. For individual Bulky Items in excess of maximum quantity set forth above, Contractor shall charge Customer the Bulky Item Unit Charge according to Table 3 – Extra Services.

5.2.5 Abandoned Items

The Contractor shall be responsible for the removal and collection of Bulky Items “abandoned” in the City. For purposes of this Section, Bulky Items are considered “abandoned” when they are located in any public right-of-way areas, at City parks, and other public locations within Zone D, except with approval of the City. Bulky Items are not considered abandoned when they are in a location where one or more transient individuals live in an unsheltered area on a temporary or permanent basis. In conjunction with this rover collection service, the Contractor shall provide the appropriate vehicles to collect Bulky Items five (5) days per week in Zone D. Schedule and route will be directed by the City and take place during business hours, 7:00 a.m. to 3:00 p.m. each business day. Such collection shall be at no additional charge to the City. Section 13.1 shall not apply to Bulky Items collected hereunder and, except for the negligence or willful misconduct of Contractor, City shall indemnify, defend, and hold harmless Contractor from any act, error, or omission arising from the collection of abandoned Bulky Items. Contractor may seek direction from the City in the event Contractor cannot reasonably determine if Bulky Items are abandoned in accordance with Applicable Law.

5.2.6 Regular Rolloff Collection Service

Contractor shall Collect Solid Waste from all Regular Rolloff Collection Customers using Contractor-furnished Rolloff Boxes or Customer-furnished Rolloff Compactors. Upon Customer request, Contractor shall furnish the size and number of Rolloff Boxes requested by Customer.

Contractor is not obligated to furnish Rolloff Compactors. Contractor may sell or lease Rolloff Compactors to Customers. Any sale or lease of Rolloff Compactors to Customers shall be outside the scope of this Agreement. However, the Collection service provided to those Customers with Rolloff Compactors shall be within the scope of this Agreement.

Upon Customer’s request for service, Contractor shall Collect Solid Waste properly placed in Rolloff Boxes or Rolloff Compactors from the Designated Collection Location upon each Customer’s Premises. Such requests shall be made a minimum of one (1) day before service is required. A Rolloff Box or Rolloff Compactor shall be considered properly located for Collection if it is feasibly accessible by Contractor’s rolloff collection vehicles. If a Customer and Contractor cannot agree upon the Designated Collection Location, City shall make the final determination.

Contractor shall bill the Customer for Regular Rolloff Collection Service based on each load and the actual weight of each load at a rate not to exceed the corresponding rate set forth in Exhibit D, the Maximum Rate Table. Contractor may not charge for any services not listed in Table 3 – Extra Services, without prior approval of the City.

5.2.7 City Facilities and City Events Collection Service

Contractor shall provide all Refuse, Recyclable Material, and Organic Waste collection services at all facilities owned and/or operated by the City within its service area at no charge. City facilities

include, but are not limited to, City Hall, City offices, parks, corporation yards, recreation centers, and community centers. A list of City facilities is included in Exhibit C. Contractor shall provide the number and size of Containers, and frequency of service at the City's direction. Service levels and number of City facilities served may increase during the Term of this Agreement without any additional compensation paid to the Contractor.

Contractor shall provide Solid Waste Handling Services at up to six (6) special City-sponsored events per year, at no additional charge to the event or City.

5.2.8 Multi-family Holiday Trees

Contractor shall collect all Holiday trees from Multi-Family Premises which are properly placed for Collection from the first Work Day after December 25th through the third Saturday in January within the designated service area. Collection shall occur on the regularly scheduled Collection day. Holiday Trees placed for Collection must be cut into lengths no longer than six (6) feet, be free of ornaments, garlands, tinsel and flocking, and the stands must be removed. Contractor shall Recycle all Holiday Trees. Holiday Trees set out for pickup that are flocked or contain tinsel or other decorations may be delivered to the Disposal Site at the discretion of the Contractor.

6.0 OPERATIONS, PERSONNEL AND EQUIPMENT

6.1 OPERATIONS

6.1.1 Hours of Collection

To protect the peace and quiet of residents, Contractor shall not collect Solid Waste before 7:00 a.m. or after 6:00 p.m. The City may direct Contractor to reduce the Collection hours in areas around schools and in high traffic areas during peak traffic hours. When the City is conducting road rehabilitation projects, the City reserves the right to temporarily redirect or restrict Contractor from Collection in the affected areas if needed. The hours of Collection may be extended due to extraordinary circumstances with the prior written (e.g., e-mail) consent of the City Manager.

6.1.2 Holidays

Contractor shall not collect Solid Waste on Holidays. In any week in which one of these Holidays falls on a weekday (Monday-Friday), Collection Services for the Holiday will be delayed one Work Day. In the event that the delayed Collection Service would fall on a weekend (Saturday or Sunday) and Contractor does not have access to the Customer's premises, preventing Collection, Collection Services for the Holiday may be delayed until the following weekday.

6.1.3 Complaints for Missed Collections

In the case of a Complaint for a missed Collection received on a collection day, Contractor shall collect within twenty-four (24) hours of the complaint. Failure to collect within 24 hours of the requested collection time will be deemed a missed collection.

Missed collections shall be subject to Liquidated Damages in accordance with Table 4. Contractor may not charge fees for an Overfilled Bin or Cart for material that has accumulated after the scheduled collection day due to a missed pick-up.

All reasons for not performing Collection services shall be documented or shall be treated as a missed Collection and will be subject to the associated Liquidated Damages in Table 4.

6.1.4 Hazardous Waste Inspection and Reporting

Contractor reserves the right to inspect Solid Waste put out for Collection and to reject Solid Waste observed to be contaminated with Hazardous Waste. In the event a Customer sets out for Collection any Hazardous Waste, Contractor shall reject the material, tag the Container with instructions to the Customer for the proper method to discard of Hazardous Waste, and record the event in the Customer's profile in Contractor's billing system.

6.1.5 Contaminated and Overfilled Containers

Contractor is responsible for visually inspecting each customer's Containers as necessary to determine whether there is Contamination. The Container shall be considered excessively contaminated if it contains more than 10% Contamination.

A Container may be considered overfilled when materials project above its rim in a manner that impedes the complete closure of its lid and/or when materials are placed outside the Container and/or allowed to accumulate making access to the Container unsafe for Collection.

For overfilled containers, Contractor shall take actions as needed to complete the Collection, which may include collecting materials placed outside the Containers, placing materials in another Container, or making a second Collection.

Contractor shall follow the procedures listed below for addressing overfilled or excessively contaminated blue or green Containers as well as providing written documentation and notice in the form of a "tag" placed on the Customer's Container. Contractor shall be responsible for a missed Collection if these procedures are not followed:

- 1st Instance: Contractor shall take and save photograph(s) of the overfilled Container or Contamination in the Container's contents, collect the material from the Container, and leave a tag that explains why the Container contents was excessively contaminated. The tag shall also explain the policy for addressing the overfilled Container or Contamination, recommend corrective action, explain the consequences for repeated instances, and identify how the Customer can find more information on the subject. The City shall approve all language for this tag.
- 2nd Instance: The Contractor shall take photograph(s) of the overfilled Container or Contamination in the Container's contents, collect the material from the Container and leave a tag. The tag shall explain the special collection needs of handling Contamination and inform the Customer that the Container may not be collected and/or could be subject to a "Contamination Fee" if a third, or subsequent, instance of Contamination occurs. The tag shall also explain the policy for addressing overfilled Containers or Contamination, as stated in this Section. The City shall approve all language for this tag.
- 3rd and Subsequent Instances: The Contractor shall take photograph(s) of the overfilled Container or Contamination in the Container's contents, collect the material from the Container and leave a tag. The Contractor shall have the option to follow the Refusal to Collect provisions provided herein and/or assess a "Contamination Fee" as specified in Table 3 – Extra Services.

Each written notification or tag shall be transmitted and digitally documented within 2 hours of the observation so that the record can be shown to the Customer to validate why each further action is taken.

The second, or any subsequent instances, shall be counted as such if they occur within twelve (12) calendar months of the initial instance of excessive Contamination. If twelve (12) calendar months have elapsed since any Container was tagged for the same reason, the next instance shall be deemed the initial instance. If the Customer has changed, and the account is new, with different occupants, the written notification shall be considered the initial instance.

Contractor's ability to collect Contamination Fees, as authorized by this section, is authorized on a provisional basis for one year only, effective from the first day of this Agreement's Term. Prior to the end of that year, Contractor and City will meet and confer to determine and verify whether this is an effective tool or whether this discretion has been abused. As part of the meet and confer process,

Contractor shall provide an accounting of Contamination Fees assessed during the one-year period, identifying customer information including size of containers and service level changes. Following the meet and confer process, City, in its reasonable discretion, will determine by written notice whether Contamination Fees under this section will be authorized for the remainder of the Agreement's Term, provisionally for another specified period of time (not less than two (2) additional years), or discontinued. If Contamination Fees are discontinued, within sixty (60) days of notice thereof, the parties shall execute an amendment changing the Minimum Diversion Requirements, as specified in Section 5.1.5, or any related requirements under the Agreement, to address impediments to diversion in lieu of Contamination Fees. Contractor shall be permitted to continue to assess Contamination Fees until such an amendment is approved. If the parties cannot agree to an amendment hereunder, the parties shall submit the matter to mediation in accordance with Article 19.

6.1.6 Refusal to Collect

When Solid Waste is not collected from any Customer, Contractor shall notify its Customer in writing, at the time Collection is not made, through the use of a "tag" or otherwise, of the reasons why the Collection was not made.

All reasons for not performing Collection services shall be documented or shall be treated as a missed Collection and will be subject to the associated Liquidated Damages in Table 4.

6.1.7 Load Weight

Contractor shall not load its Collection vehicles such that the vehicle's gross weight (the total weight of the load and the vehicle) exceeds the manufacturer's gross vehicle weight rating (GVWR), or exceeds any other weight limits imposed by state or local laws or regulations.

6.1.8 Property Damage

Any physical damage caused by the negligent or willful acts or omissions of employees of Contractor to public or private property shall be promptly repaired or replaced by Contractor at Contractor's sole expense.

Contractor shall promptly investigate and respond to any claim concerning property damage. If the City notifies the Contractor concerning any such damage, Contractor shall investigate and respond to the City within seven (7) days.

6.1.9 Collection Schedule Changes

Contractor must provide written notice to both the City and the Customer, for any change to the collection day for all affected Customers. The Contractor shall, at its expense, provide written notice with postage prepaid and forwarded through the United States mail or by personal service, notify each Customer of the day or days of the week on which service will be provided. The notice shall contain the day or days of the week upon which the collection will be made, and the name, address and telephone number of the Contractor.

6.1.10 Collection Route Audits

Beginning January 1, 2022, City will conduct route reviews for prohibited container contaminants on randomly selected Collection routes annually in compliance with the requirements of SB 1383 Section 18984.5 (b). Containers may be randomly selected along a Collection route. Contractor shall report to the City any instances of contamination and actions taken, as well as the methodology utilized for the route review in such form and format as is needed by the City for reporting to CalRecycle. Every container on a Collection route does not need to be sampled annually.

Contractor shall distribute contamination notices complying with education and notification requirements of SB 1383 Section 18995.1 (a) (4) subject to City pre-approval.

The City reserves the right to conduct audits of Contractor's collection routes. The Contractor shall cooperate with the City in connection therewith, including permitting City employees or agents, designated by the City Representative, to follow behind the collection vehicles in order to conduct the audits. Contractor shall also cooperate with City and/or its agent(s) as reasonably requested to collect program data, perform field work, investigate customer participation levels and setout volumes, and/or evaluate and monitor program results related to Refuse, Recyclable Materials and Organic Waste collected in City by Contractor, provided that such cooperation can be accomplished at no additional cost to Contractor and without interfering with Contractor's operations. The Contractor shall have no responsibility or liability for the salary, wages, benefits, or worker compensation claims of any person designated by the City Representative to conduct such audits.

6.2 PERSONNEL

6.2.1 Contractor Project Manager

Contractor designates the following person(s) to represent Contractor as the Contractor project manager in all matters pertaining to this Agreement:

Name, Title: Jack Topalian, General Manager

Address: 1100 S Maple Av, Montebello CA 90640

Telephone: (888) 888-0388

Mobile Number: (213) 305-0999

Email address: jack@nasaservices.com

Contractor agrees that the Contractor project manager assigned at the commencement of services under this Agreement shall serve in this position as long as required by the Agreement, and Contractor shall not change the project manager without the prior written consent and approval of City Manager or designee, whose consent shall not be withheld unreasonably. Contractor's project manager or designee, noted above, shall be directly accessible 24 hours per day 7 days a week.

6.2.2 Contractor Personnel

Unless otherwise provided or approved by the City, Contractor shall use its own employees to perform the services described in this Agreement.

Contractor shall not use subcontractors to assist in performance of this Agreement without the prior written approval of the City, whose approval shall not be withheld unreasonably. If the City permits the use of subcontractors, Contractor shall remain responsible for performing all aspects of this Agreement. The City has the right to approve any subcontractors, and the City reserves the right to request replacement of subcontractors. The City does not have any obligation to pay Contractor's subcontractors, and nothing herein creates any privity of contract between the City and the subcontractors.

6.2.3 Qualifications

Contractor shall employ qualified personnel to perform the services set forth in this Agreement. Contractor shall ensure 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 shall provide operating and safety training that meets minimum OSHA standards for all its drivers, helpers, and those employees who are otherwise directly involved in Solid Waste Handling Service operations. Contractor shall train its drivers and helpers in the identification of Hazardous Waste. Each driver shall at all times carry a valid California driver's license, and any other required licenses for the type of vehicle that is being operated. Each driver shall comply with all applicable state and federal laws, regulations and requirements.

Contractor shall be responsible for providing workers and the public protection from safety hazards related to Contractor's Solid Waste Handling Service operations.

Contractor shall be responsible for abiding by applicable laws regarding workplace health and safety. Any incident involving the Contractor that results in a fatality, major injury, or collision involving a private citizen's vehicle, major property damage, or major spill must be immediately reported to the appropriate authorities and the City.

6.2.4 Conduct

Contractor's employees shall conduct themselves in a competent, thorough, and courteous manner. The City may request the removal of any Contractor employee who materially violates any provision in this Agreement, or who is negligent, careless, or discourteous in the performance of their duties. Contractor agrees to remove personnel from performing work under this Agreement if requested to do so by the City in writing within thirty (30) business days of the request by the City. Contractor's field operations personnel shall wear a clean uniform with the employee and Contractor's name. Contractor's employees, who normally come into contact with the public, shall bear a company photo identification card. Contractor shall not permit any employee to solicit or accept, either directly or indirectly, any compensation or gratuity for services authorized to be performed under this Agreement. In no way shall the dress, badge, or the Contractor's employee imply identification as an employee or representative of the City.

6.2.5 Drug and Alcohol Testing

Contractor shall prescreen all applicants seeking employment that would result in the applicant, if hired, driving Contractor's vehicles within City. The prescreening shall include drug and alcohol testing by a certified independent testing laboratory. Contractor shall reject any applicant for employment within City who tests positively for any prohibited substance. In addition, Contractor shall conduct unannounced random drug and alcohol testing of all employees performing driving duties within City pursuant to the regulations administered by the Federal Motor Carrier Safety Administration (49 CFR, Part 40). The random testing shall be conducted by a certified independent testing laboratory. Any employee who tests positive for prohibited substances or alcohol shall be immediately and permanently removed from any assignment to perform duties under this Agreement.

6.2.6 Drivers and Operators

All drivers employed by Contractor and operating equipment in the City shall be properly licensed for the class of vehicle they drive, enrolled in the Department of Motor Vehicles Employee Pull Notice (EPN) program, and abide by all State and federal regulations for driver hours and alcohol and controlled substances testing.

6.2.7 Employment of City Employees

Contractor will offer employment to any existing City of Glendale Public Works Department employees that may be displaced as a consequence of Franchisee award of franchise under this agreement.

6.3 VEHICLES/COLLECTION EQUIPMENT

6.3.1 General

Contractor shall provide vehicles for Solid Waste Handling Services that are sufficient in number and capacity to efficiently perform the work required by this Agreement. Contractor's vehicles and equipment shall be appropriate for, and compatible (in size, weight, and service capability) with, the area(s) where they may be utilized. Contractor shall own and maintain sufficient reserve vehicles available to complete daily collection routes according to the schedules and hours of collection established in this Agreement.

Contractor shall equip vehicles so as to prevent Solid Waste from being blown or otherwise escape from the vehicle. Contractor shall be responsible to promptly clean any spillage or Solid Waste that leaks or otherwise escapes its vehicles.

Each Collection vehicle shall carry a broom, shovel, and operable fire extinguisher, and shall be equipped with a radio to enable the driver to communicate directly with Contractor's dispatcher and/or main office.

No Collection Vehicle shall be utilized if it is leaking fluids, per Los Angeles Regional Water Quality Control Board regulations. Vehicles shall have waterproof seals and shall be watertight to a depth

sufficient to prevent the discharge or leaking of accumulated water during loading and transport operations. Vehicles shall have solid metal sides and a fully enclosable metal top. Contractor shall clean up any leaks or spills from its vehicles. Contractor shall equip all Collection Vehicles with absorbent for such cleanups. No fluids shall be washed into storm drains at any time.

Contractor's vehicles used to collect Rolloff Containers shall be equipped with a tarpaulin or a net cover with mesh openings not greater than one and one-half (1½) inches in size. The cover shall be kept in good mechanical order, without holes. The cover shall fully enclose the Contractor's load at all times.

Prior to use, a tare weight shall be established for all of the Collection vehicles. At the City's discretion, the tare weight of any Collection vehicle may be checked at any time by the City.

Except for extraordinary circumstances, as determined by the City, all Collection vehicles and equipment shall be empty and devoid of all Solid Waste prior to the commencement of daily collection service.

6.3.2 Vehicle Type and Fuel

In addition to having all Contractor's Collection Vehicles comply with Section 6.3.11, Contractor shall procure natural gas from an SB 1383 qualifying source. When available and commercially viable, Contractor shall purchase zero emission collection vehicles such as electric or hydrogen fuel cell powered collection vehicles and procure said energy from qualifying sources to support the procurement goals of SB 1383.

6.3.3 Vehicle Age

No Collection vehicle used in the City shall be more than 10 years old at any time during the Term of this Agreement.

6.3.4 Appearance

Contractor shall paint each vehicle periodically (including performing all necessary body work), no less than once every two years. Contractor shall mark the rear, and both sides of each vehicle with the Contractor's name, telephone number, and a vehicle number in letters not less than five (5) inches in height. Contractor shall maintain each vehicle in good repair, appearance and in a clean and sanitary condition both inside and out.

6.3.5 Damage to Streets

Contractor shall not damage streets over which its Collection equipment may be operated, and Contractor shall obtain all required approvals for operation of its Collection vehicles on private streets and parking lots. Contractor shall not spill fuel, fluids (such as oil, hydraulic fluid, brake fluid, etc.) on streets, and if such a spill occurs, Contractor shall within 1 hour notify the City (including the Director of Public Works or his/her designee) and all proper regulatory authorities of said spill and release of fluids, and shall clean, at Contractor's expense, the spilled fluids 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, 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 not transfer loads from one vehicle to another on any public street or private roadway, unless it is necessary to do so because of mechanical failure or damage to a collection vehicle which renders it inoperable and the vehicle cannot be towed. In addition, each collection vehicle shall be equipped with trash bags, masking tape and notice of non-collection tags for the purpose of separating hazardous waste for return to the generator.

6.3.6 Communications

A communications device such as a two-way radio or a cellular telephone shall also be maintained on each vehicle at all times.

6.3.7 Maintenance

Contractor shall perform all scheduled maintenance functions upon Collection Vehicles in accordance with the manufacturer's specifications and schedule. Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall keep accurate records of all Collection Vehicle maintenance and repair, recorded according to date and mileage, including signed verifications that repairs and maintenance has been properly performed, and shall make such records available to City upon request.

6.3.8 Storage

The Contractor shall be responsible for all costs associated with equipment and vehicle storage. No material and equipment shall be stored, housed, or repaired in the public right-of-way or where it could interfere with the free and safe passage of the public. At the end of each work day and at all other times when operations are suspended for any reason, the Contractor shall remove all equipment, vehicles, and other obstructions from the roadway, sidewalks and alleys. Contractor shall not use City property to store, house, or repair any vehicle or equipment without the written consent of the City.

6.3.9 Equipment Inventory

Upon request, Contractor shall furnish City a written inventory of all equipment, including Collection Vehicles, used in providing service pursuant to this Agreement. This inventory shall list all equipment by manufacturer, year of production, ID number, date of acquisition, type, capacity, and whether the vehicle is a spare.

6.3.10 Reserve Equipment

Contractor shall during the Term of this Agreement maintain adequate reserve equipment to ensure that it will be able to reliably and efficiently perform the work required by this Agreement.

6.3.11 Emissions

Contractor's Collection Vehicles shall comply with all rules and regulations of the South Coast Air Quality Management District, the Air Resources Board, and any other air-quality regulatory body that may be in authority during the Term of this Agreement.

Contractor shall use alternative fuel vehicles, heavy-duty route vehicles that use compressed or liquefied natural gas, liquefied petroleum gas, methanol, electricity, fuel cells, or other advanced technologies, approved by the South Coast Air Quality Management District (SCAQMD) for solid waste collection services. Vehicles shall meet all requirements per SCAQMD Rule 1193.

6.3.12 Noise

Contractor's vehicles using compaction mechanisms during the stationary compaction process shall not exceed a noise level of seventy (70) decibels (dB) A at a distance of fifty (50) feet from the collection vehicle measured at an elevation of five (5) feet 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 City or Contractor has received more than one complaint regarding excessive noise.

6.3.13 Safety

Contractor shall equip each vehicle with appropriate safety equipment, including any new safety related technologies that become standard in the waste industry during the Term of this Agreement. Collection vehicles shall be well marked and highly visible. At a minimum, Collection vehicles shall have a back-up warning alarm, and a video monitor based back-up system, or its equivalent.

6.3.14 Inspection of Vehicles

Contractor shall inspect each Collection vehicle daily to ensure that all equipment is operating properly. Collection vehicles that are not operating properly shall be removed from service until repaired and operating properly.

Contractor shall regularly inspect each Collection vehicle to ensure it meets the requirements of the California Vehicle Code and the California Highway Patrol. Contractor shall provide to the City copies of its Biannual Inspection of Terminal ("BIT") inspection reports to City within 30 days of its receipt of such reports. Contractor shall make all records related to its vehicles available to City upon request by the City Manager.

City may cause or require any Collection vehicle used in performance of this Agreement to be inspected and tested at any time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of this Agreement.

Any Collection Vehicle that the City Manager deems inappropriate for use in City for any reason (including its appearance) shall be removed from service in City, until such time as the City Manager determines the issue regarding said Collection vehicle is corrected.

6.4 CONTAINERS

Contractor shall be responsible for providing Containers to Customers in accordance with a three-Container system as specified in Section 5.2 of this Agreement and in accordance with the Transition Plan (Exhibit B). All Containers shall meet all requirements of SB 1383, Glendale Municipal Code chapter 8.44, and the provisions specified for Carts and Bins below.

6.4.1 Carts

Contractor shall provide Cart Collection Service Customers with Carts during the Term of this Agreement. Carts and Cart lids must meet color, size, uniformity, and quality requirements of the City. Contractor shall provide and maintain Carts and Cart lids with consistent colors and in good condition. Cart lids and bodies for all new containers put into service must meet the color requirements of 14 CCR 18982(a). Labels for new containers put into service must also meet SB 1383 requirements by specifying what materials are allowed to be placed in each container and items that are prohibited container contaminants for each container, subject to City pre-approval. These labels may be printed and must include a list of allowed and dis-allowed materials. Contractor shall maintain all Carts in good repair and free from graffiti. If a Cart is broken or damaged, at its sole cost, Contractor shall repair or replace such Carts by the next regularly scheduled collection day provided that the Customer notifies the Contractor two (2) Work Days in advance of the next collection day. In those instances where Contractor can demonstrate that a Cart(s) was damaged or stolen as the result or product of negligence on the part of the Customer, Contractor may bill Customer a Cart Replacement Fee in an amount not to exceed the applicable maximum as provided in Table 3 – Extra Services and Fees.

Carts shall be marked or labeled to include the Contractor's name and phone number, and information about what materials should and should not be placed in each type of Cart. City shall approve what information is marked on Carts. Under the direction of the City, Contractor shall comply with the Cart color coding requirements of SB 1383.

6.4.2 Bins

Contractor shall provide Bin Collection Service Customers with Bins required during the Term of this Agreement. The size and quantity of Bins shall be determined by mutual agreement between Customer and Contractor, and shall be subject to City approval. Contractor shall maintain Bins in a clean condition and free from putrescible residue. Bins shall be watertight, and constructed of heavy metal or plastic, or other durable material. Bins shall be well painted, and maintained in good repair.

Contractor shall mark each Bin with the name of Contractor and phone number in letters not less than three (3) inches high. Bins shall be labeled to include instructions on what materials should and should not be placed in the Bin complying with SB 1383 requirements and subject to City pre-approval. Contractor shall replace Bins upon City's request if the City deems it necessary to maintain a neat appearance. All Bins shall be painted to meet color requirements of 14 CCR 18982(a). Any

contamination tag/hanger must be modified as appropriate to meet notification requirements in SB 1383, Section 18995.1 (a) (4) subject to City pre-approval.

6.4.3 Bin & Cart Replacement

Upon Customer or City request, or if required to maintain the Bins and Carts in a clean condition, Contractor shall clean or replace all Bins and Carts once per year at no additional charge. Additional cleanings or replacements may be charged to the Customer at rates shown in Table 3 – Extra Services. Contractor shall perform cleaning or replacement of Bins and Carts more frequently if necessary to prevent a nuisance caused by odors or vector harborage, or if requested by Customer or City. Contractor shall remove graffiti from any Container within two (2) Work Days of request by City or Customer.

6.4.4 Locking Bins

Contractor shall provide locking Bins upon Customer request. Contractor shall be entitled to the monthly charge for locking bins shown in Table 3 – Extra Services.

6.4.5 Rolloff Boxes

Contractor shall provide Rolloff Boxes to Rolloff Customers sufficient to meet Customer demand throughout the Term of this Agreement. Contractor shall keep all Rolloff Boxes clean, well-painted free from graffiti, and in good repair. Contractor shall display the name and phone number of Contractor in letters not less than three (3) inches high on Rolloff Boxes.

6.4.6 Rolloff Compactors

Maintenance of Customer-owned Rolloff Compactors shall be the responsibility of the Customer, and not Contractor. Contractor may sell, or lease Rolloff Compactors to Customers. Any such sale or lease shall be outside the scope of this Agreement. Any proceeds to Contractor from the sale or lease of Rolloff Compactors are not included in Gross Receipts.

7.0 CUSTOMER SERVICE

7.1 OFFICE HOURS

Contractor shall have assigned personnel accessible by a local or toll-free phone number. At Contractor's expense, its telephone numbers shall be listed in Glendale-area telephone directories under both Contractor's name and the City's name. Contractor shall have the capability of responding to Customers in English, Spanish, and any other predominant languages (as determined by City) necessary for communication between Contractor and its Customers. Contractor shall maintain a company website and customer portal for all customer service matters. The website shall provide a link to the City's website. Customer service office hours shall include, but not be limited to:

- Answering phone calls from 7:00 a.m. to 5:00 p.m. on weekdays, and 7:00 a.m. to 5:00 p.m. on Saturdays with capability to receive messages after hours. Any messages received after hours must be responded to by the next Working Day.
- Providing, at minimum, two full-time customer service representatives to provide dedicated Glendale customer service.

7.2 ADA COMPLIANCE

Customer service shall be ADA compliant. The Contractor's website, mobile applications and customer service telephone line shall be ADA compliant.

The following customer transactions shall be supported both by automation (computer interaction) and by a live customer service representative, depending on customer preference: (1) creation of a new account; (2) closing an existing account; (3) requesting modification to service levels; (4) submitting billing information and inquiries; and (5) identifying the next service date (when the collection date is impacted by a Holiday or other schedule change).

7.3 EMERGENCY TELEPHONE NUMBER

Contractor shall maintain an emergency after-hours telephone number for use by City personnel only. Contractor shall have a representative, or an answering or call-forwarding service to contact such representative, available at the emergency telephone number during all hours other than office hours.

7.4 SERVICE COMPLAINTS

All Customers' Complaints shall be directed to Contractor. Contractor shall record all Complaints, including date, time, complainant's name and address, nature of Complaint, and date and manner of resolution of Complaint. Contractor shall maintain this information in a computerized service complaint log. This service complaint log shall be available for review by City representatives during Contractor's office hours. Upon request by City, Contractor shall provide a copy of this service complaint log on computer disc, or via email, in a format compatible with City's computer system. Contractor shall include a summary of the complaints it received and how they were resolved in its quarterly report to the City pursuant to Section 12.2.

7.5 CUSTOMER EDUCATION PROGRAM

Contractor shall fully cooperate with the City in development and implementation of a Customer Education Program as described in Section 10.4.1. Contractor further agrees to pay the annual Customer Education Program Fee as specified in Section 10.4.

7.6 RECYCLING COORDINATOR

Contractor will hire at least one full-time Recycling Coordinator assigned to work on recycling and organics programs, projects, and efforts within the City. The Recycling Coordinator(s) shall submit monthly reports to the City regarding waste audits, outreach activities, and any other information requested by the City. The Recycling Coordinator(s) shall fully cooperate with the City in developing and implementing the City's Customer Education Program.

7.7 CUSTOMER PRIVACY

Contractor shall strictly observe and protect the rights of privacy of Customers. Information identifying individual Customers, or the composition or contents of a Customer's Solid Waste shall not be disclosed by Contractor to any Person, or governmental agency unless required by law or upon written authorization of the Customer. Contractor shall not market or distribute mailing lists with the names and addresses of Customers. The rights accorded Customers pursuant to this Section shall be in addition to any other privacy rights accorded Customers pursuant to federal or state law.

8.0 FLOW CONTROL AND MARKETING OF RECYCLABLES

8.1 OWNERSHIP OF SOLID WASTE

Ownership and the right to possession of Solid Waste, including Organics and Recyclable Materials, shall transfer directly from the Customer to Contractor upon Collection by Contractor. At no time shall the City obtain any right of ownership or possession of Solid Waste or Hazardous Waste placed for Collection and nothing in this Agreement shall be construed as giving rise to any inference that City has any such ownership.

8.2 MARKETING OF RECYCLABLES

Contractor shall market all marketable Recyclables Collected pursuant to this Agreement. Contractor is entitled to all revenues (including California Redemption Value revenues) received by Contractor from the marketing of Recyclables. Contractor shall assume all risk, and enjoy all rewards, resulting from changes in market prices of Recyclables.

9.0 RATES AND BILLING

9.1 FALSE CLAIMS ACT

Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment to or by the City under the California False Claims Act (Cal. Gov. Code Section 12650 et. seq.), including treble damages, costs of legal actions to recover payments and civil penalties of up to \$10,000 per false claim.

9.2 RATES

Contractor's compensation for all solid waste Collection, transportation, processing, recycling, and disposal services shall not exceed the rates set forth in Exhibit D to this Agreement.

9.3 ADJUSTMENT OF RATES

Beginning on July 1, 2022, and each July 1 thereafter during the Term, Contractor shall be entitled to an increase in the rates in Exhibit D, or the rates then in effect. The adjustment of Contractor's rates shall be accomplished according to the procedures and methodology set forth below and according to the example in Exhibit E.

On or before March 31st of each year in which an adjustment is to be made, Contractor shall submit to the City schedules setting forth the:

1. Current rates;
2. Applicable CPI, PPI, and Disposal Tipping Fee values;
3. Percentage change in those values;
4. Calculation of the combined rate adjustment percent; and
5. Proposed adjusted rates.

These schedules are for convenience of the City in corroborating rate adjustments, but are not binding. The City in its sole discretion may make corrections or adjustments in these schedules to provide for rate adjustments that are in accordance with the terms of this Agreement.

9.3.1 Calculation of Rate Adjustment

The Maximum Rates shall be adjusted based on a combined rate adjustment percentage. The rate adjustment percentage shall be comprised of three components: a service component, a fuel component, and a disposal component. All three of these components shall be independently calculated. The weighted results of these calculations shall be combined to derive the combined rate adjustment percentage.

The weighting of the components of the rate adjustment percentage shall be as shown in Table 2 displayed below.

Table 2. Rate Adjustment Components

Component	Weight
Service	65%
Fuel	5%
Disposal	30%
Total	100%

These weights are intended to generally reflect the major areas of Contractor's cost structure such that this rate adjustment method strikes a reasonable balance between accuracy and efficiency. In the event that the relative weights of these categories change materially over the term of this Agreement, Contractor or City may petition the other party to realign the components with Contractor's actual cost structure. Any such realignment shall be subject to the inspection and audit provisions of Section 11.2.

9.3.2 Service Component

The weighted adjustment percentage for the service component shall be equal to the service component adjustment factor multiplied by sixty-five percent (65%) as shown by example in Exhibit E. The service component adjustment factor shall be the annual percentage change in the 'Consumer Price Index' from in the previous calendar year. The 'Consumer Price Index' (or 'CPI') shall mean the Consumer Price Index for all Urban Consumers (National CPI-U) for the Los Angeles/Orange County/Riverside metropolitan statistical area published by the United States Department of Labor, Bureau of Labor Statistics.

9.3.3 Fuel Component

The weighted adjustment percentage for the fuel component shall be equal to the fuel component adjustment factor multiplied by five percent (5%) as shown by example in Exhibit E. The fuel component adjustment factor shall be the annual percentage change in the 'Producer Price Index - Natural Gas' from in the previous calendar year. The 'Producer Price Index - Natural Gas' (or 'PPI') shall mean the Producer Price Index for Natural Gas Distribution - Commercial (Series ID# 221210221210113) for the Pacific Region published by the United States Department of Labor, Bureau of Labor Statistics.

9.3.4 Disposal Component

The weighted adjustment percentage for the disposal component shall be equal to the disposal component adjustment factor multiplied by thirty percent (30%) as shown by example in Exhibit E. The disposal component adjustment factor shall be based on the weighted average percent change in the Disposal Tipping Fee for the previous calendar year. The Disposal Tipping Fee shall be the average of the posted tipping fee for municipal solid waste of: 1) the Scholl Canyon Landfill, 2) the Mid-Valley Landfill, 3) the Sunshine Canyon Landfill, and 4) the Puente Hills MRF.

9.3.5 Combined Rate Adjustment Percent

The combined rate adjustment percentage shall be the sum of the weighted adjustment percentages for the service component, the fuel component, and the disposal component as shown by example in Exhibit E. The rate adjustment percentage shall be applied to the then-existing rates to calculate the new rates for the ensuing fiscal year. In any year that the combined rate adjustment percent is negative, rates for that year shall not decrease and shall not be adjusted.

9.4 EXTRAORDINARY RATE ADJUSTMENT

Contractor may request an adjustment to the rates at other times to provide for the reimbursement of unusual increased costs of providing service under this Agreement, to the extent not included within the annual rate adjustment provided in Section 9.3. Unusual increased costs may include changes in service mandated by the City, changes to the Glendale Municipal Code affecting Contractor's operations, or changes in the law, but shall not include circumstances within the control of Contractor, such as changes in the purchase price of new equipment, or negotiation of wage and benefit increases in connection with a collective bargaining agreement. For each request, Contractor must prepare a schedule documenting the extraordinary costs. The request shall be prepared in a form acceptable to the City Manager with support for all assumptions made by Contractor in preparing the estimate. The City Council shall review Contractor's request and, in its reasonable judgment, make the final determination on the appropriate amount of the adjustment, if any, within sixty (60) days of receipt of Contractor's request.

9.5 RESOLUTION OF DISPUTES REGARDING RATE ADJUSTMENTS

Any dispute regarding the computation of a rate adjustment shall be decided by the City Manager or his/her designee, or referred by the City Manager to the City Council. The rates in effect at the time a rate adjustment dispute is submitted to the City Council shall remain in effect pending resolution of that dispute.

In the event that City is unable by operation of Applicable Law, excluding the Glendale Municipal Code unless such Applicable Law is required by State law to be adopted by the City of Glendale into the Glendale Municipal Code, to approve or implement a rate increase, or some or all of the Maximum Rates are disallowed by operation of Applicable Law, Contractor will have the right, within thirty (30) days (or as extended by mutual agreement) after notice from City of any such inability to approve or invalidation of an approved rate increase, to request, in writing, that City negotiate in good faith regarding reductions in programs, services, or fees to compensate for any negative impact from the unapproved or invalidated rate increase. If City fails to commence negotiations in good faith or negotiations are not completed within forty-five (45) days following the date of receipt of Contractor's request, the parties agree first to try in good faith to settle the dispute by mediation within thirty (30) days. Mediation shall commence in accordance with Article 19. If the matter is not resolved through mediation, then Contractor may terminate this Agreement no earlier than three hundred sixty-five (365) days after written notice to the City. City will not pay for de-mobilization, disengagement, wind-down, or other costs incurred arising out of termination pursuant to this section.

9.6 EXTRA SERVICES & FEES

The City has established the following list of Extra Services, which the Contractor shall offer their Customers at the accompanying rate. Any services not listed in Table 3 shall be provided at no extra cost to the Customer. Extra Services fees shall be increased annually in accordance with the formula specified in Section 9.3.

Table 3. Extra Services & Fees

Extra Service	Condition Under Which Fee Applies	Total Fee
Bin Wheel Out Service	Customer request – Recurring rate per Bin per weekly number of pickups	\$31.43
Scout Service	As required for service – Monthly rate per Bin per weekly pickup	\$56.61
Bin Lock Service	Customer request – Monthly rate per Bin per weekly pickup	\$16.11
Bin Replacement	Customer request – per request (> once per year)	\$127.86
Cart Replacement	Customer request – per request (> once per year)	\$127.86
Container cleaning/graffiti removal	Customer or City request, or as necessary to prevent a nuisance (> once per year)	\$35
Empty Rolloff Box Delivery	Customer Request – Fixed fee per occurrence	\$141.25
Horse Accounts	Customer request – Monthly rate	First horse \$114.22; each additional horse \$81.64
Rolloff Pull Charge – Open top	As required for service – Rate per load	10-19 CY \$281.25 20-29 CY \$281.25 30-39 CY \$281.25 40+ CY \$281.25
Rolloff Pull Charge – Compactor	As required for service – Rate per load	10-19 CY \$370.63 20-29 CY \$370.63 30-39 CY \$370.63 40+ CY \$370.63

Service Renewal Fee – for Non-payment	Customer Request – Per Account	\$79.97
Bulky Item Pickup Charge for bulky pickups in excess of four (4) per calendar year	Per Pickup	\$100.00
Bulky Item Unit Charge for each item in excess of four (4) items	Per Item	\$25.00
Tipping Fee for Regular Rolloff Collection Service	Per ton	\$80.79
Dry Run for Regular Rolloff Collection Service		\$150.00
Emergency Service – Front-loader with driver	Hourly Rate	\$200.00
Emergency Service – Rolloff truck with driver	Hourly Rate	150.00
Contamination Fee	Per Occurrence of Contamination (>2, according to tagging procedures in Section 6.1.5)	50.00 for the first occurrence; \$100 for any subsequent occurrence with the same 12-month period

9.7 BILLING AND PAYMENT

9.7.1 Billing

The Contractor shall be responsible for the billing and collection of payments for all Collection Services. The Contractor shall charge Customers for all Collection Services at a rate not to exceed the corresponding rate in Exhibit D, the Maximum Rate Table, or as those rates are adjusted under the terms of this Agreement. City shall have the right to approve the format and content of Contractor's invoices.

Contractor shall review its billings to all Customers. The purpose of the review is to determine that the amount which the Contractor is billing each Customer is correct with regard to the level of service (i.e., frequency of collection, size of container, location of container) within the maximum rates

approved by City Council resolution. The Contractor shall review Customer accounts not less than annually and provide a written certification to the City that all such billing is correct. The documentation of the review, as well as verification that any errors have been corrected should be provided to the City annually.

Contractor shall invoice Cart Customers monthly, or quarterly, in advance. Contractor shall invoice Customers on or about the first day of the month, or three-month period, during which service will be provided. If a Customer starts or stops service during the billing period, Contractor shall pro-rate Customer's invoice based on the portion of the billing period the Customer receives service, and provide refunds for the unused portion of the service for that month, as appropriate.

Contractor shall invoice Regular Bin Customers monthly in advance on or about the first day of the month for which service will be provided. If a Customer starts or stops service during the month, Contractor shall pro-rate Customer's invoice based on the portion of the month the Customer receives service, and provide refunds for any unused portion of the service for that month, as appropriate. Contractor shall invoice Regular Rolloff Customers semi-monthly in arrears.

Contractor's invoices must plainly and accurately describe the service provided. Contractor's invoices must itemize the size and number of Containers, the frequency of service, a breakdown of any Extra Services and the period in which the service is provided. Contractor's invoices shall not list or itemize Franchise Fees, AB 939 Fees, or any other Fees imposed by this Agreement. Invoices for Rolloff Collection service shall include the work order number, date, location, and actual weight of the load along with itemized charges for the load charge and the charge for tipping fees.

9.7.2 Payment

Contractor shall provide the means for customers to pay bills through the following methods: cash, check, credit card, or automatic clearing house (ACH) withdrawal from Customer's bank account.

9.7.3 Collection

Contractor shall be responsible to collect all billed amounts and shall incur any and all expenses for uncollectible accounts. Contractor's invoices shall be due within thirty (30) days of the date of the invoice. Contractor shall be entitled to collect late charges at a rate of one and one-half percent (1.5%) per month of the unpaid balance including unpaid late charges. City does not guarantee collection of such rates.

10.0 CITY FEES AND ADDITIONAL REQUIREMENTS

10.1 ADMINISTRATIVE FEE

As a condition precedent to the effectiveness of this Agreement, Contractor shall pay to the City an Administrative Fee as a single payment in the amount of \$115,010. The Administrative Fee will cover all costs incurred by the City to date, on the development, evaluation, and selection of Franchisees for the Commercial Solid Waste Franchise program. Additionally, this fee is designed to cover all City staff time for the initial implementation and transition period, including customer education and responsiveness to concerns and complaints. The City has calculated this total cost to be \$478,000 and Contractor's fee is allocated based on the percentage of the projected annual rate revenue estimated to be generated by each respective zone.

10.2 AB 939 FEES

Contractor shall pay to the City AB 939 Fees equal to 21.42% of net receipts (Gross Receipts excluding any City fees). Net rates are represented at Exhibit D-2, "Maximum Base Rates." The AB 939 Fee payment shall be paid quarterly and be due no later than forty-five (45) days after the end of each calendar quarter. AB 939 Fee payments received more than fifteen days past the due date will be assessed a late charge equal to twenty-five percent of the amount past due. A monthly interest charge equal to the amount set by resolution for delinquent licenses required by Title 5 of the Glendale Municipal Code shall also be added to the unpaid balance at the end of each subsequent month that the fees remain unpaid. The AB 939 Fee rate may be modified by resolution of the City Council.

The AB 939 Fee represents the City's assessment of the City's costs to implement AB 939 and other applicable laws.

10.3 FRANCHISE FEE

The Franchise Fee shall be established and adjusted as necessary by City Council by resolution. Contractor shall pay to the City a Franchise Fee of 11.66% of net receipts (Gross Receipts excluding any City fees), unless otherwise adjusted by resolution of the City Council. Net rates are represented at Exhibit D-2, "Maximum Base Rates." The Franchise Fee payment shall be paid quarterly and be due no later than forty-five (45) days after the end of each calendar quarter. Franchise Fee payments received more than fifteen days past the due date will be assessed a late charge equal to twenty-five percent of the amount past due. A monthly interest charge equal to the amount set by resolution for delinquent licenses required by Title 5 of the Glendale Municipal Code shall also be added to the unpaid balance at the end of each subsequent month that the fees remain unpaid.

City and Contractor have negotiated the Franchise Fee and it represents the City's assessment and Contractor's acceptance of the reasonable value of the exclusive franchise granted by City to Contractor by this Agreement.

10.4 CUSTOMER EDUCATION PROGRAM; PROGRAM FEE

Contractor shall pay to the City a Customer Education Program Fee in an amount to be set annually by the City. The Customer Education Program Fee will provide funding for the City's costs for implementing the Customer Education Program, described below. Contractor's Customer Education Program Fee amount shall be determined by Contractor's proportional share — based on the percentage of the projected annual rate revenue estimated to be generated by each respective zone — of the City's costs for the implementing the Customer Education Program and will be established by the City annually. The annual amount for the Customer Education Program will be no more than \$150,000 total, which will be divided based on Contractor's proportional share. Such costs will be established via a City competitive request for proposals (RFP) process resulting in selection and contracting of a third-party provider for development and implementation of the City's Customer Education Program.

10.4.1 Customer Education Program

Contractor shall cooperate fully with the City in the City's development and implementation of an education program. The City intends for the Customer Education Program (CEP) to address the requirements of AB 939, AB 341, AB 1826, and SB 1383 diversion mandates, and provide information regarding bulky goods pick-ups, all waste reduction and diversion programs, and the importance of the safe disposal of hazardous waste.

Contractor will participate in the promotion of Recyclables and Organic Waste services available to City Business Customers and Multi-family Customers by fully cooperating with the City in the City's Customer Education Program as follows:

- Sending letters to Customers not recycling to inform them of the requirements of the Act;
- Developing waiver request form and review process that meets the Act's requirements and distributing that form to businesses as requested and eligible;
- Completing a compliance review of all accounts for Business Customers that generate two cubic yards or more per week of solid waste per SB 1383 18995.1 (a)(1)(A);
- Contacting Business Customers and Multi-family Customers not recycling, by telephone to inform them of the requirements of the Act;
- Conducting site visits to Business Customers and Multi-family Customers not recycling or participating in the organics collection program, with each account not in compliance with the Act and subscribed to 2 cubic yards or more of solid waste service receiving at least one site visit every three years;
- Evaluating requests for exemption or waiver from the Act's requirements and providing the City Manager periodic recommendations for exemption/waiver approval, including a site visit and re-evaluation at least every five years as required by the regulations;
- Providing the City with sufficient data, in a format provided by the City, for the City to accurately monitor Business Customer and Multi-family recycling efforts in the City, including an annual list of accounts not in compliance with the Act and the account-holder's contact information; and

- Identifying and promoting recycling services available to City Business Customers and Multi-family Customers on the Contractor website, within its annual newsletter, and within the customer bill as an insert.

Contractor shall fully cooperate with the City to provide and distribute information in the form of flyers, cards, stickers, or otherwise as City determines to be most effective; as well as an Annual Collection Service Notice as described below, other local activities, parades and other civic events, as approved in writing by the City Manager or his or her designee.

All materials produced by Contractor relating to services provided under this Agreement, whether printed or for electronic distribution, shall be approved by City Manager or designee prior to being printed for distribution. A draft of all text and illustrations shall be provided to City Manager or designee at least two (2) weeks in advance of production of the final document. Comments provided by the City Manager or designee shall be reasonably incorporated, and the final version of the text and illustrations shall be acceptable to both City and Contractor. Printed materials shall be printed on recycled content paper.

The Contractor shall be responsible for distribution of public education information, approved by the City, to describe and promote the Contractor's Solid Waste Handling Services, and the waste Collection and Recycling services that are available to the City's residents, and businesses.

The Annual Collection Service Notice shall include all information required in 14 CCR Section 18985.1(a), including but not limited to the requirements on:

- Information on an organic waste generator's requirements to properly separate materials in appropriate containers.
- Information on methods for the prevention of organic waste generation, recycling organic waste on-site, sending organic waste to community composting, and any other local requirements regarding organic waste.
- Information regarding the methane reduction benefits of reducing the landfill disposal of organic waste, and the methods of organic waste recovery Contractor uses.
- Information regarding how to recover organic waste.
- Information related to the public health and safety and environmental impacts associated with the landfill disposal of organic waste.
- Information regarding programs for the donation of edible food.
- Information regarding self-hauling requirements.

Contractor will update and maintain its website to include all information covered in outreach materials; as well as the Multi-family recycling instructional materials to be utilized by property owners, Front-of-house container labels, and links to the City's information about edible food donation and self-haul.

10.5 EDIBLE FOOD RECOVERY PROGRAM FEE

Contractor shall pay to the City an Edible Food Recovery Program Fee in an amount to be set annually by the City. The Edible Food Recovery Program Fee will provide funding for the City's costs

for implementing the City's Edible Food Recovery Program requirements of SB 1383. This program will seek to recover edible food from all Tier 1 and 2 commercial edible food generators, ensuring enough capacity with food recovery services and organizations, storage capacity, and service capability to adequately meet needs of food-insecure residents in the City. Contractor's Edible Food Recovery Program Fee amount shall be determined by Contractor's proportional share – based on the percentage of the projected annual rate revenue estimated to be generated by each respective zone – of the City's costs for the implementing its Edible Food Recovery Program and will be established by the City annually. The annual amount of the Edible Food Recovery Program will be no more than \$150,000, which will be divided based on Contractor's proportional share. Such costs will be established via a City competitive request for proposals (RFP) process resulting in selection and contracting of a third-party provider for development and implementation of the City's Edible Food Recovery Program.

Contractor shall cooperate fully with the City in the City's implementation of the Edible Food Recovery Program. Contractor shall report to the City any Business Customers that are required under SB 1383 to donate edible food and are not donating edible food if Contractor is aware or is made aware of that any covered Business Customer is not participating in the Edible Food Recovery Program.

10.6 COMPOST GIVEAWAY

The City intends to offer 9,280 tons of Compost to the public annually. Contractor shall contribute to a Compost giveaway program that provides one quarter of that total, or a minimum of 2,320 total tons of compost annually at such a location as the City provides ("Compost Share"). Contractor shall provide written documentation that they have contributed its Compost Share on an annual basis. The parties shall meet and confer annually to discuss the Compost Share. As part of this annual meet and confer process, the City will determine, with Contractor's recommendation, whether Compost may be substituted that year for another product, such as mulch, biofuel, or electricity that will satisfy annual procurement requirements under SB 1383. Any such substitution will only go into effect through written agreement by the parties.

11.0 CONTRACTOR'S BOOKS AND RECORDS; AUDITS

11.1 RECORD RETENTION

Contractor shall maintain, in electronic form at a minimum, all records relating to the services provided in this Agreement, including, but not limited to, customer lists, billing records, and Customer Complaints for the Term, and an additional period of not less than four (4) years after the expiration or termination of this Agreement, or any longer period required by law. In addition, summaries of weight tickets identifying the disposition of waste Collected in the City shall be kept for a period of thirty (30) years.

11.2 AUDITS

City may conduct an audit of Contractor at any time. The scope of the audit, and auditor, will be determined by City and the scope may include, but is not limited to, compliance with terms of this Agreement, route maps, customer lists, billing records, weight tickets, AB 939 records and Customer Complaints, Contractor's payment of fees to City and records which may be relevant in the event of an action under CERCLA or related claims, Customer service levels and Billing, fee payments, Gross Receipts, tonnage, verification of weightings of cost components used in the rate adjustment formula described in Section 9.3.1, and verification of Contractor's diversion. The first audit, to be performed during 2023, will be based on the Contractor's reports and records for calendar year 2022. Audits will be performed every other year thereafter (the biennial audit). Contractor shall reimburse to the City the cost of such audits (including audits conducted by City staff) up to \$30,000 for each audit. Should an audit conducted or authorized by the City disclose that fees payable by Contractor were underpaid by two percent (2%) or more, that tonnage was under/over-reported by 2% or more, or that more than two percent (2%) of the Customers were inaccurately billed based on the auditor's sampling, for the period under review, City may expand the scope of the audit and recover additional audit costs from the Contractor.

11.3 OVERPAYMENT OR UNDERPAYMENT

Should any examination or audit of Contractor's records reveal an overpayment or underpayment by Contractor to City, the amount of underpayment, plus interest compounded monthly at the maximum lawful rate, shall be paid by Contractor to City within thirty (30) days. The principal amount of any overpayment shall be paid by City to Contractor within sixty (60) days.

11.4 PROTECTION OF CONFIDENTIAL WRITINGS.

Any "writings" as that term is defined in Government Code section 6252(g) ("Writings") shall be deemed public records unless first marked for exemption from disclosure pursuant to the California Public Records Act or federal Freedom of Information Act. The City shall provide Contractor prompt written notice of any request for the public disclosure of any marked Writing or derivative thereof, at which time the following shall apply:

(a) City-Initiated Disclosure. If the City initiates the release of marked Writings or derivatives thereof containing the individually identifiable contents of marked Writings, and the City or Contractor dispute the release of such information, the release shall be postponed during which time

Parties will meet and confer to mutually resolve the matter, and failing mutual resolution, pending dispute resolution pursuant to Article 19. Nothing contained herein shall be construed as limiting the City's ability to use marked Writings to publish any generalized conclusions in staff reports to the City Council relating to marked Writings, provided the City does so in a manner that will not disclose the individually identifiable contents of marked Writings.

(b) Third Party-Initiated Disclosure. In the event of a third party-initiated request for marked Writings or derivative thereof containing the individually identifiable contents of marked Writings, the City will promptly provide a copy of the request to Contractor with a request that Contractor authorize release of the requested information or direct non-disclosure in whole or part with a written justification explaining why such information is exempt from disclosure consistent with the California Public Records Act or federal Freedom of Information Act. Contractor must provide its direction within sufficient time for City to comply with the response deadline requirements set forth in Government Code section 6253(c). The City shall comply with Contractor's direction in its response to the requestor. In the event Contractor directs the non-disclosure of the marked Writings, then Contractor will indemnify and defend City, with counsel selected by Contractor and agreed to by City, from any suits brought against the City by the requestor arising from such non-disclosure, and from any award of attorneys fees or costs against City as a result of such action.

12.0 REPORTS AND OTHER INFORMATION

12.1 REPORTS - GENERAL

Contractor shall submit to the City reports and other information that the City may reasonably request or require. Reports and information shall be submitted in a format and schedule acceptable to City. Upon request by City, Contractor shall provide to City reports, information, and/or data in electronic format.

The Contractor must maintain and may need to provide updated commercial recycling compliance records on Customers, in order to meet CalRecycle “at any notice” inspection requirements placed on the City.

12.2 QUARTERLY REPORTS

Contractor shall provide Quarterly reports within thirty (30) days of the end of each calendar quarter. Quarterly Reports shall include, but not be limited to, the following:

1. The number and type (refuse, recyclables, organics, etc.) of tons Collected during the quarter, and the processing or disposal facilities to which they were delivered.
2. Contractor’s gross revenue data by: total revenue, Franchise Fee, AB 939 compliance Fee, base rate revenue, organics revenue, Rolloff Compactor and Rolloff revenue, revenue to the City for account not receiving recycling collection.
3. The Contractor’s quarterly recycling rate.
4. The number of customers participating in each of the Contractor’s Collection and Recycling programs including: Bulky item collection, Recycling, and Organics.
5. A copy of the customer service log, including date and time; account name, address, phone, email, (as well as preferred method of communication) and account number; nature of Complaint or request for service; and date and manner of resolution of Complaint or request for service. This shall also include the total number of calls received, the average call wait time, and average request resolution time.
6. A description of all customer and community outreach activities, including but not limited to: number of customer site visits, type and number of outreach materials distributed, method of outreach material distribution, number and location of community events held, updates to web page, updates to social media.
7. A brief description of any operational issues and actions taken in response to property damage, scavenging (unauthorized removal of Recyclables contrary to Public Resources Code § 41950), etc.
8. A brief description of any City-sponsored special events during the quarter and the estimated amount of material Collected and Recycled.

9. Any other information reasonably requested by the City for the purpose of monitoring or administering this Agreement and meeting SB 1383 reporting requirements.

12.3 SB 1383 REPORTING

All calendar year activities related to commercial recycling compliance must be reported to the City on April 1, 2022 and October 1, 2022, in a form and format acceptable to the City and CalRecycle. Subsequently, these activities shall be summarized and reported to the City no later than March 31st annually (starting 2023).

Contractor shall conduct data collection, information and record keeping, and reporting information needed by the City or its consultant, under applicable law, for reporting to CalRecycle, including all required reporting under the Act at such frequency and extent as may be required in order to meet CalRecycle “at any notice” inspection requirements placed on the City.

12.4 ANNUAL REPORT

On or before March 31st of each year during the Term, and in conjunction with the request for a rate adjustment pursuant to Section 9.3, Contractor shall submit to City an Annual Report, for the preceding calendar year, in a form approved by the City. The Annual Report shall include, but not be limited to, a report of the previous calendar year’s activities in the City, including a cumulative summary of the Quarterly Reports, information and statistics with respect to City’s compliance with AB 939, AB 341, AB 1826, and SB 1383, and other regulations as appropriate, Contractor’s public education activities, written certification to the City that all Customer billing is correct, including documentation of Contractor’s billing review, as well as verification that any errors have been corrected, and a tabulation and summary of Customer Complaints received by Contractor.

12.5 REPORTING OF ADVERSE INFORMATION

Contractor shall promptly report to City any adverse information relating to Contractor’s performance of services pursuant to this Agreement. Adverse information shall include, but not be limited to, reports, lawsuits, warnings, notifications, notices of violation, communications or other material, submitted by Contractor to, or received by Contractor from, the South Coast Air Quality Management District, the Regional Water Quality Control Board, the Los Angeles County Local Enforcement Agency, the United States or California Environmental Protection Agency, the Securities and Exchange Commission or any other federal, state or local agency or court. Upon request by City, Contractor shall provide City with electronic copies of any documents related to adverse information.

12.6 FAILURE TO REPORT

The refusal or failure of Contractor to file any required reports, or to provide required information to City, or the inclusion of any materially false or misleading statement or representation by Contractor in such report shall be deemed a material breach of the Agreement and shall subject Contractor to all remedies which are available to the City under the Agreement or otherwise.

12.7 ENFORCEMENT OF MANDATORY RECYCLING LAWS

Contractor shall collect from Customers and provide to City any and all information requested by City to enforce the requirements of the State's mandatory recycling laws that are in effect on the Effective Date or that are adopted or modified during the Term. These laws include but are not limited to, AB 341, AB 1826, and SB 1383. Contractor shall warrant and guarantee that all such information provided to City is accurate and complete. Contractor shall indemnify City against any fines, penalties, or damages for failing to provide accurate and complete information related to compliance with the State's mandatory recycling laws.

13.0 INDEMNIFICATION, INSURANCE AND PERFORMANCE BOND

13.1 INDEMNIFICATION OF CITY

Contractor shall defend, indemnify and hold harmless, to the fullest extent allowed by law, City, its officers, officials, employees, volunteers agents and assignees, from and against any and all costs, fines, injury, liens, damages, expense, loss, liability, penalties, forfeitures, claims, demands, actions, proceedings or suits, in law or in equity, of every kind and description, (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties) that arises out of, pertains to, or relates to (i) an act, error, or omission of the Contractor, its agents, employees, contractors, and/or subcontractors, of its obligations under this Agreement; (ii) the exercise of the Contractor, its agents, employees, contractors, and/or subcontractors, of any privileges conferred by this Agreement; and (iii) the failure of the Contractor, its agents, employees, contractors, and/or subcontractors to comply in all respects with the provisions and requirements of this Agreement, applicable laws, ordinances and regulations, and/or applicable permits and licenses. The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, action, suit, injury, death or damage is also caused in part by the City, its officers, officials, employees, volunteers, agents or assignees. This provision shall survive the expiration of the Term of this Agreement, for claims arising prior to the expiration of the Term of this Agreement.

Contractor waives any and all rights of any type to express or implied indemnity against the City, its officers, officials, employees, volunteers, and agents for any third party claims against Contractor.

13.2 HAZARDOUS SUBSTANCES INDEMNIFICATION

Contractor shall indemnify, defend (with counsel reasonably selected by City), protect and hold harmless City from and against all claims, actual damages, natural resources damages, injuries, costs, response, remediation and removal costs, losses, liabilities, causes of action, interest, and expenses (including but not limited to reasonable attorney's and expert's fees) of any kind whatsoever paid, incurred, suffered or incurred by or against City resulting from any repair, cleanup, removal action or response action undertaken pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (hereinafter "CERCLA"), the California Health and Safety Code (hereinafter "H&S Code") or other similar federal, state or local law or regulation, with respect to Solid Waste Collected, transported and disposed of by Contractor.

The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA and Section 25364 of the H & S Code to defend, protect, hold harmless and indemnify City from all forms of liability under CERCLA, the H & S Code or other similar federal, state or local law or regulation.

13.3 CALRECYCLE INDEMNIFICATION

Contractor's duty to defend and indemnify herein includes payment of all fines and/or penalties imposed by CalRecycle, subject to the restrictions set forth in Public Resources Code Section 40059.1, if the requirements of AB 939, AB 341, AB 1826, and/or SB 1383 and corresponding regulations are not met by the Contractor with respect to the Discarded Materials Collected under this Agreement, as long as such failure is not caused by any acts or omissions of the City or its employees and such failure is primarily: (i) due to the failure of Contractor to meet its obligations under this Agreement, or, (ii) due to Contractor delays in providing information that prevents Contractor or Jurisdiction from submitting reports required by AB 939, AB 341, AB 1826, and/or SB 1383 and corresponding regulations in a timely manner.

13.4 PROPOSITION 218 RELEASE

City intends to comply with all applicable laws concerning the Maximum Rates provided under this Agreement. Upon thorough analysis, the City has made a good faith determination that the Maximum Rates for the Solid Waste Collection Services provided under this Agreement are not subject to California Constitution Articles XIIC and XIID because, among other reasons, such services are provided by a private corporation and not by City.

Contractor independently establishes the rates for services within the limits established in this Agreement, the receipt of services is voluntary and not required of any property within City, and any owner or Service Recipient of property within City has the opportunity to avoid the services available under this Agreement either through self-hauling or use of property in such a manner that Solid Waste is not generated. Accordingly, Contractor agrees to hold harmless and release the City Indemnitees from and against any and all claims Contractor may have against the City Indemnitees in connection with the application of California Constitution Article XIIC and Article XIID to the imposition, payment or collection of the rates under this Agreement, except to the extent such claims are caused by the negligence or willful misconduct of the City Indemnitees. This Section will survive the expiration or termination of this Agreement for Claims arising prior to the expiration or termination of this Agreement.

13.5 INSURANCE

When Contractor signs and delivers this Agreement to City, and during this Agreement's Term, Contractor shall furnish City with insurance forms that fully meet the requirements of— and contain provisions entirely consistent with— all of the "Insurance Requirements," which are attached as Exhibit F to this Agreement and are incorporated into it by this reference.

Contractor shall obtain and maintain in full force and effect throughout the entire Term of this Agreement insurance coverage of no less than the coverage and limits of insurance detailed in the City's Insurance Requirements.

13.6 EVIDENCE OF INSURANCE COVERAGE; INSURANCE REPOSITORY

Contemporaneously with the execution of this Agreement, Contractor shall file Certificates of Insurance, additional insured endorsements, and waiver of subrogation of insurance evidencing the above-required insurance coverage with the Risk Manager. Contractor shall maintain the insurance policies without interruption, from the contracts commencement date, thereafter, Contractor shall provide substitute certificates or endorsements at least thirty (30) days prior to any changes in coverage or limits, or a change in the carrier. In addition, City shall have the right of inspection of all insurance policies required by this Agreement. Contractor shall establish an insurance policy repository and to maintain copies of insurance policies required pursuant to this Agreement for thirty (30) years after the end of the Term during which Collection services are to be provided pursuant to this Agreement. Contractor shall notify City's Risk Manager and City Attorney before destroying copies of such policies, and Contractor shall provide copies or originals of such policies to City. This provision shall survive the expiration of the Term of this Agreement.

13.7 PERFORMANCE BOND

Prior to the Effective Date, Contractor shall file with the City a performance bond, payable to the City, securing the Contractor's performance of its obligations under this Agreement and such bond shall be renewed annually so that the performance bond is maintained at all times during the Term. The principal sum of the bond shall be one million dollars (\$1,000,000.00).

13.7.1 Power of Attorney

All bonds must be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bonds are executed outside the State of California, all copies of the bonds must be countersigned by a California representative of the surety. The signature of the person executing the bond on behalf of Surety shall be acknowledged by a Notary Public as the signature of the person designated in the power of attorney.

13.7.2 Approved Surety

All bonds must be issued by a California admitted surety insurer with the minimum A.M. Best Company Financial strength rating of "A: VII", or better. Bonds issued by a California admitted surety not listed on Treasury Circular 570 will be deemed accepted unless specifically rejected by the City. Bonds issued from admitted surety insurers not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660.

13.7.3 Required Provisions

Every bond must display the surety's bond number and incorporate the Agreement by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Agreement shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Agreement.

13.7.4 New or Additional Sureties

If, during the Agreement, any of the sureties, in the opinion of the City, are or become non-responsible or otherwise unacceptable to City, City may require other new or additional sureties, which the Contractor shall furnish to the satisfaction of City within ten (10) days after notice.

13.7.5 Approval of Bonds

The Agreement will not be executed by City until the required bonds have been received and approved by City. City's decision as to the acceptability of all sureties and bonds is final. The bond shall be in the form as the attached Exhibit G. No substitution of the form of the documents will be permitted without the prior written consent of City.

13.8 FORFEITURE OF PERFORMANCE BOND

In the event Contractor shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare a portion, or all, of the performance bond to be forfeited to City. The amount to be forfeited shall be the amount that is necessary to recompense and make whole the City. Upon partial or full forfeiture of the performance bond, Contractor shall restore the performance bond to its face amount within thirty (30) days of the City's declaration. Failure to restore the performance bond to its full amount within thirty (30) days shall be a material breach of this Agreement.

In the event the City draws on the bonds, all of City's costs of collection and enforcement of the provisions relating to the bonds called for by this Section, including reasonable attorneys' fees and costs, shall be paid by Contractor.

14.0 EMERGENCY SERVICE

14.1 PREPAREDNESS

Upon request, Contractor shall provide its management expertise and contribute to City's emergency preparedness planning efforts. Upon request, Contractor shall furnish up to four (4) rolloff storage containers to store materials and supplies to be used in the event of an emergency. These storage containers may be placed at public schools, at City Hall or other locations in the City designated by the City Manager.

14.2 ASSISTANCE WITH DISASTER RECOVERY

In the event of any natural or man-caused emergency or disaster, Contractor shall Collect and dispose of Solid Waste resulting from the emergency or disaster, following FEMA protocols for management and disposal of disaster-related debris. Contractor shall help City and Customers recover from the disaster in a prompt and cost-effective manner.

14.3 PERSONNEL AND EQUIPMENT NORMALLY ASSIGNED TO CITY

Contractor shall provide the Collection equipment and personnel normally assigned to the City for the number of Work Days that that equipment and personnel typically work in the City at no additional charge. Tracking of personnel and equipment costs dedicated to disaster recovery will be kept separate from regular services provided under this Agreement.

14.4 ADDITIONAL COSTS

If the emergency or disaster requires the Contractor to rent additional equipment, employ additional personnel, or work existing personnel overtime to collect additional Solid Waste resulting from the event, Contractor shall receive additional compensation, above its normal compensation in this Agreement, to reimburse Contractor for its additional costs. The Contractor's additional costs shall be based on the incremental amount of tons of Solid Waste resulting from the event, and the additional amount of labor and equipment used by Contractor to collect disaster-related Solid Waste resulting from the event. For its additional labor and equipment, City shall reimburse Contractor based on the emergency service rates shown in Table 3 - Extra Services. Prior to incurring any such additional costs, Contractor shall obtain City's written authorization to incur such costs.

14.5 CITY-WIDE EFFORT TO MANAGE DISASTER DEBRIS

In the event that the City decides to oversee a coordinated effort to manage the Collection and Recycling of disaster-related Solid Waste on a city-wide basis, Contractor shall provide City with its management expertise, including a full-time recycling coordinator with the background, knowledge and capability to assist in such an effort. Contractor shall provide this individual at no additional cost to City or its Customers.

14.6 RECORD KEEPING AND REIMBURSEMENT

Contractor shall assist the City and Customers in obtaining any applicable disaster reimbursement and/or insurance claims by providing accurate records regarding the cost of services it provided during the aftermath of the disaster, and the amount of Solid Waste resulting from the disaster. City reserves the right to require Contractor to provide information pursuant to Cal OES and FEMA standards. All documentation regarding any disaster recovery-related expenditures must be kept separate from any regular contractual documentation. Failure to do so, which may result in FEMA disallowance of claims, will be the responsibility of the Franchisee. Contractor shall also provide City with information necessary for reporting to CalRecycle related to disaster waste.

15.0 SCHEDULE OF FINES

The City and Contractor acknowledge that consistent and reliable 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 in awarding this Agreement to Contractor. The City and Contractor further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance and to comply with various State statutes and corresponding regulations including, but not limited to, AB 939, AB 341, AB 1826, and SB 1383. The City and Contractor further recognize that if Contractor fails to achieve the performance standards or fails to submit required documents in a timely manner, City, and City's residents and businesses will suffer damages and that it would be impractical and extremely difficult to ascertain and determine the exact amount of damages.

Therefore, without prejudice to City's right to treat such non-performance as an event of default under Section 16.1.2, and in accordance with Civil Code Section 1671 and Government Code Section 53069.85, the City and Contractor agree that the liquidated damages amount defined in this Section represent reasonable estimates of the amount of such damages considering all of the circumstances existing on the effective date of this Agreement, including the relationship of the sums to the range of harm to City, customers and the community as a whole that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. The City and Contractor each confirm 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. Contractor shall pay (as liquidated damages and not as penalty) the amounts shown in Table 4 below. Contractor shall pay amount of liquidated damages within thirty (30) days of being notified by City.

Prior to the assessment of any liquidated damages for Item "a" in Table 4 below, City will notify Contractor of the potential for liquidated damages pursuant to this Item, and Contractor shall have ten (10) days to resolve or cure the alleged deficiency. If the issue or matter is resolved within 10 days to the satisfaction of the Public Works director, no liquidated damages will be assessed.

CONTRACTOR INITIAL here: AS

If the Contractor's record of performance shows that the Contractor has frequently, regularly, or repetitively defaulted in the performance of any of the covenants, conditions, or requirements contained in this Agreement, and regardless of whether the Contractor has corrected each individual condition of default or paid liquidated damages, the Contractor shall be deemed a "habitual violator" and shall forfeit the right to any further notice or grace period to correct, and all of the prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. Under such circumstances, the City shall issue the Contractor a final written or email warning, citing the grounds therefore, and any single default by Contractor of whatever nature, subsequent to the issuance of the City's final written or email notice, shall be grounds for immediate termination of this Agreement. In the event of any such subsequent default, the City may terminate this Agreement upon giving written notice to the Contractor, and termination shall be effective three (3) Days after the notice is delivered. All fees due to the Contractor hereunder, plus any and all charges and interest, shall be payable to the date of termination, and the Contractor shall have no further rights

hereunder. Immediately upon receipt of the City's final notice, the Contractor shall cease any further performance under this Agreement.

Table 4. Schedule of Liquidated Damages

Item		Amount
a.	Failure or neglect to resolve each reasonable Complaint within the time set forth in this Agreement, or if not so specified, within a reasonable period determined by City of at least 24 hours unless sooner required to preserve health and safety. Hours occurring on a Holiday will not count against this 24 hour period.	\$150.00 per incident per Customer Complaint. \$150.00 per incident per City Complaint.
b.	Failure to clean up spillage or litter caused by Contractor.	\$100.00 per incident per location.
c.	Failure to repair damage to customer property caused by Contractor or its personnel.	\$500.00 per incident per location.
d.	Failure to maintain equipment in a clean, safe, and sanitary manner	\$500.00 per incident per day.
e.	Failure to have a vehicle operator properly licensed.	\$1,000.00 per incident per day.
f.	Failure to maintain customer service hours as required by this Agreement.	\$100.00 per incident per day.
g.	Failure to maintain or timely submit to City all documents and reports required under the provisions of this Agreement.	\$100.00 per incident per day.
h.	Failure to properly cover materials in Collection vehicles.	\$150.00 per incident.
i.	Failure to comply with the hours of operation as required by this Agreement.	\$100.00 per incident per day.
j.	Failure or neglect to complete at least ninety percent (90%) of each route on the regular scheduled Collection Service Work Day.	\$1000.00 for each route not completed.
k.	Commingling Solid Waste with Recyclable Materials and/or source separated Organics.	\$150.00 per incident.
l.	Failure to repair or replace damaged carts within the time required by this Agreement.	\$100.00 per incident per day.
m.	Failure to deliver or exchange carts within the time required by this Agreement.	\$100.00 per incident per day.
n.	Failure to have Contractor personnel in proper uniform.	\$100.00 per incident per day.
o.	Failure to provide required communications equipment.	\$100.00 per incident per day.

Item		Amount
p.	Failure to deliver any Collected materials to the City approved Disposal Site, Materials Recovery Facility, or Organic Waste Processing Facility, as appropriate, except as otherwise expressly provided in this Agreement.	\$250.00 first failure \$500.00 each subsequent failure.
q.	Failure to meet vehicle noise requirements.	\$100.00 per incident per day.
r.	Failure to meet the alternative fuel vehicle requirements	\$250.00 per incident per day
s.	Failure to collect an abandoned Bulky Item within 48 hours of request or notification by Customer or the City.	\$100.00 per Bulky Item per day.

16.0 ADMINISTRATIVE REMEDIES; TERMINATION

16.1 REVIEW; NOTICE OF DEFAULT; RESPONSE

16.1.1 Review of Contractor's Performance

At any time during the Term of this Agreement, City may conduct reviews of Contractor's performance, review the Quarterly or Annual Reports, and other available information, and may hold a public hearing to determine whether Contractor's performance is satisfactory, and whether to take any action the City deems in its best interest, including taking any action against the Contractor, or making changes to the Agreement.

(a) Timing and Reimbursement. City may conduct reviews during the 3rd and 8th year of the Agreement, as well as during the 13th year if the Agreement is still in effect, to determine Contractor's compliance with the requirements of this agreement (Reimbursable Performance Review"). The Contractor may be responsible to reimburse the City for fifty percent (50%) of the cost of a Reimbursable Performance Review, an amount not to exceed \$100,000. Costs for any additional performance reviews during the Term of the Agreement shall be borne by the City. All performance reviews shall be preceded by written notice from the City to Contractor.

(b) Selection of Reviewer. The firm or person conducting any performance review shall meet the criteria specified in Exhibit H. In cases where Contractor reimburses or shares the cost of a performance review with the City, the City and Contractor will meet and confer to jointly select the firm or person to be retained by the City for any performance review and Contractor shall have the right to approve any contract with said firm or person prior to execution. If the Parties are not able to reach mutual agreement as to the firm or person within fifteen (15) days of any City notice to initiate a performance review, then each Party shall nominate one firm or person and the nominated firms or persons will then select a third firm or person to undertake the performance review. Contractor may request a firm or person conducting a performance review for which Contractor has paid any portion of the cost be required to sign a confidentiality agreement. In cases where the City bears the sole cost and expense of a performance review, the City may perform the review itself, or may engage a firm or person for the performance review at the City's reasonable discretion, provided the firm or person satisfies the criteria specified in Exhibit H.

(c) Scope of Review. The reviews will be designed to objectively (i) verify that customer billing rates have been properly calculated and they correspond to the level of service received by the customer; (ii) verify that Contractor is correctly billing for all services provided and that Franchise Fees, AB 939 Fees and other fees required under this Agreement have been properly calculated and paid to City; (iii) verify Contractor's compliance with the reporting requirements of this Agreement as specified in Article 12; (iv) verify Contractor's compliance with performance standards of this Agreement as specified in Article 5; and (v) verify any other provisions of the Agreement. City (or its designated consultant) may utilize a variety of methods in the execution of this review, including analysis of relevant documents, on-site and field observations, and interviews. The reviewing firm(s) (or City, if it performs such review itself) will review and document the items in the Agreement that require Contractor to meet specific performance standards, submit information or reports, perform additional services, or document operating procedures, that can be objectively evaluated. This

information will be documented and be formatted in a “compliance checklist” with supporting documentation and findings tracked for each of the identified items.

(d) Access to Data. City (or its designated consultant) may review the customer service functions and structure utilized by Contractor. This may include Contractor’s protocol for addressing customer complaints and service interruption procedures. Complaint logs may be reviewed, along with procedures and systems for tracking and addressing complaints. On-site and field observations by City (or its designated consultant) may include:

1. Interviews and discussions with Contractor’s administration and management personnel;
2. Review and observation of Contractor’s customer service functions and structure;
3. Review of public education and outreach materials;
4. Interviews and discussions with Contractor’s financial and accounting personnel;
5. Interviews with route dispatchers, field supervisors and managers;
6. Interviews with route drivers;
7. Interviews with vehicle maintenance staff and observation of maintenance practices; and
8. Review of on-route Collection Services, including observation of driver performance and collection productivity and visual inspection of residential routes before and after collection to evaluate cart placement and cleanliness of streets.

(e) Contractor’s Cooperation. Contractor shall cooperate fully with the firm(s) undertaking the performance review and must provide copies of documents and information and/or access thereto and to its facilities and personnel during normal business hours within fifteen (15) Work Days of any reasonable advance request.

(f) Reporting. The firm or person selected to conduct any performance review shall prepare a report summarizing the scope of review undertaken and the reviewer’s observations, conclusions, and recommendations. Each Party shall have thirty (30) days to review the final draft report. During that period, Contractor shall have the opportunity to respond to any perceived errors or omissions in the review; mark any documents, notes, or other records transmitted or prepared in connection with the report for exemption from disclosure pursuant to the California Public Records Act or federal Freedom of Information Act; and object to any statements in the report that Contractor believes reveals the individually identifiable contents of marked documents, notes, or other records. All disputes shall be addressed in accordance with Article 19. Upon the resolution of any dispute, the final report shall become a public record at the discretion of the City.

16.1.2 Events of Default

Events of Default. All provisions of this Agreement to be performed by Contractor are considered material. Each of the following shall constitute an "Event of Default:"

- A. Any material fraud or deceit practiced, or attempted to be practiced, upon the City;
- B. Contractor's insolvency, inability, or unwillingness to pay its debts, or upon issuance of an order for relief in favor of Contractor in a bankruptcy proceeding;
- C. Contractor's failure to provide or maintain in full force and effect the requisite insurance and bonds under this Agreement;
- D. The violation of any orders or regulations by Contractor or the filing of any action or initiation of any administrative proceedings by any regulatory body having jurisdiction over the City or Contractor related in any way to the services being performed under this Agreement alleging Contractor's violation of any orders or regulations, in each case, which violation the City reasonably determines to adversely affect Contractor's ability to perform its obligations hereunder or increases The City's liabilities; provided that Contractor may contest any such order, regulation, action or proceeding in good faith, in which case no breach of this Agreement shall be deemed to have occurred, unless and until such regulatory body makes a final determination that Contractor has violated an order or regulation;
- E. Contractor's failure to provide Collection, transporting, Disposal and Recycling Services required hereunder for any reason within the control of Contractor, including labor disputes, for a period of forty-eight (48) hours or more;
- F. Contractor's failure to make any payments required under this Agreement or failure to provide the City with required information, reports, or records in a timely manner;
- G. Any other act or omission by Contractor which violates the terms, conditions, or requirements of this Agreement, the Act, or any other law, statute, ordinance, order, directive, rule, or regulation implemented thereof which is not corrected or remedied within the time duly established for such correction or remedy;
- H. Any representation or statement made to the City by Contractor in connection with, or as an inducement to, entering into this Agreement, or any amendment to this Agreement, which is known by Contractor to be false or misleading in any material respect at the time such representation or statement is made;
- I. Attachment of, or levy upon, Contractor's Facilities, or any part or portion thereof;
- J. Termination or suspension of Contractor's business including, without limitation, cessation of services due to labor unrest including strike, work stoppage or slowdown, sickout, picketing, or other concerted job action lasting more than forty-eight (48) hours: provided, that timely resumption of services shall be without cost to The City or Service Recipients;

K. Contractor's failure to provide the reasonable assurances of performance;

L. Contractor's failure to comply with the Reporting requirements of Article 12.

16.1.3 Assurance of Performance

Assurance of Performance. In addition to all other remedies it may have, City may demand that Contractor provide reasonable assurances that Contractor will timely and fully perform its obligations if City believes in good faith that Contractor has substantially jeopardized its ability to timely and fully meet its obligations for any of the following reasons:

1. Labor. Contractor is the subject of any labor unrest (including work stoppage or slowdown, sick-out, picketing and other concerted job actions).
2. Contractor in the reasonable judgment of City appears to be unable to regularly pay its bills as they become due;
3. Contractor does not pay wages to its employees, provide workers compensation required by law, or pay employment related taxes or fees;
4. Contractor's ability to timely and fully meet Contractor's Franchise Obligations:
5. The entering of any judgment against Contractor with respect to criminal conduct by Contractor.

These reasonable assurances are in addition to all other remedies City may have. Contractor's failure to give City reasonable assurances by the date required by City is an Event of Default effective seven (7) days following City's demand for Assurance of Performance.

16.1.4 Notice of Default

If City Manager determines that Contractor has defaulted in performance of any obligation by an Event of Default or failure to perform in compliance with California laws and regulations relating to solid waste management (including, but not limited to, requirements for diversion, source reduction and recycling as to the waste stream subject to this Agreement) or any other applicable federal, state or local law or regulation, including but not limited to, the laws governing transfer, storage or disposal of solid and hazardous waste, the City Manager may provide written notice to Contractor of such default ("Notice of Default"), specifying the deficiency in reasonable detail. The City Manager, in such Notice of Default, may set a reasonable time within which Contractor is to respond. Unless the circumstances necessitate correction and response within a shorter period of time, Contractor shall respond to the written Notice of Default addressing all deficiencies within seven (7) days from the receipt by Contractor of such written notice.

16.1.5 Remedies upon Default

City may exercise any or all of the following remedies in an Event of Default in its sole discretion:

- A. Termination – City may terminate any or all of this Agreement.
- B. Suspension – City may suspend any or all of this Agreement.
- C. City’s Right to Perform Franchise Services – City may perform or have another contractor perform franchise services.
- D. All Other Available Remedies – the City may exercise any other available remedies at law and in equity (including specific performance).

16.2 RESERVATION OF RIGHTS BY CITY

Subject to Contractor’s rights under Section 16.1.4, City further reserves the right to terminate this Agreement in the event of any material breach of this Agreement, including, but not limited to any of the following:

1. If Contractor practices, or attempts to practice, any fraud or deceit upon the City, or practiced any fraud or deceit or made any intentional misrepresentations in the negotiations which preceded the execution of this Agreement;
2. If Contractor becomes insolvent, unable or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding;
3. If Contractor fails to provide or maintain in full force, effect and amount, the workers compensation, liability and indemnification coverage, Cash and Performance Bonds as required by this Agreement;
4. If Contractor violates any orders or rulings of any regulatory body having jurisdiction over Contractor relative to this Agreement, in any material manner, provided that Contractor may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred until a final decision adverse to Contractor is entered;
5. If Contractor ceases to provide Collection service as required under this Agreement over a substantial portion of the area of the City of Glendale for a period of two (2) calendar days or more, for any reason within the control of Contractor;
6. If Contractor fails to make any payments required under this Agreement or refuses to provide City with required information, reports or test results as to a material matter in a timely manner as provided in this Agreement;
7. Any other act or omission by Contractor which materially violates the terms, conditions or requirements of this Agreement and which is not corrected or remedied within the time set forth in the written Notice of Default or if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if Contractor should fail to commence to correct or remedy such alleged deficiencies within the time set forth in such notice and diligently effect such correction or remedy thereafter.

16.3 CUMULATIVE RIGHTS

City's rights of termination are in addition to any other rights of City upon a failure of Contractor to perform its obligations under this Agreement.

17.0 FAILURE TO PERFORM

Should Contractor for any reason whatsoever, except the occurrence or existence of any of the events or conditions set forth in Section 19.1, "Force Majeure," below, refuse or be unable for a period of more than forty-eight (48) hours, to collect a material portion or all of the Solid Waste which it is obligated under this Agreement to collect, and as a result, solid waste should accumulate in City to such an extent, in such a manner, or for such a time that the City Manager in the reasonable exercise of the City Manager's discretion, should find that such accumulation endangers or menaces the public health, safety, welfare, or the environment, then City shall have the right to contract with another solid waste enterprise to collect and transport any or all Solid Waste which Contractor is obligated to collect and transport pursuant to this Agreement.

City shall provide twenty-four (24) hours prior written notice to Contractor during the period of Contractor's failure to perform, before contracting with another solid waste enterprise to Collect and transport any or all Solid Waste which Contractor would otherwise collect and transport pursuant to this Agreement, for the duration of period during which Contractor is unable to provide such services. In such event, Contractor shall identify sources from which such substitute solid waste services are immediately available, and shall reimburse City for all of City's expenses for such substitute services during period in which Contractor is unable to provide Collection and transportation services required by this Agreement.

18.0 TRANSFER OR ASSIGNMENT

The rights granted by this Agreement shall not be transferred, sold, hypothecated, sublet or assigned (collectively "transferred"), nor shall any of the rights or privileges in this Agreement be hypothecated, leased, assigned, sold or transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, either by act of Contractor or by operation of law, without the prior written consent of the City expressed by resolution. Any attempt to do any of the foregoing with respect to any of the rights in this Agreement without the consent of City shall be void. For purposes of this Agreement, any dissolution, merger, consolidation, change in control or other reorganization of Contractor shall be deemed an assignment of this Agreement.

The decision to consent to any assignment shall be in the sole discretion of the City Manager, as approved by Resolution adopted by the City's City Council.

Any application for a transfer of rights shall be made in a manner prescribed by the City Manager. The application shall include a transfer fee in an amount equal to fifty thousand dollars (\$50,000.00). The transfer fee shall be paid by Contractor or Contractor's assignee upon any such transfer of this Agreement. If City does not receive the transfer fee within thirty (30) days of the transfer date, City shall have the right to terminate this Agreement.

In the event of any such transfer, transferee shall be responsible for the cost of advising customers in the change of service provider. Transferee shall also be responsible to mark all bins with new service provider's name within six months of the date of transfer. Each and all of the provisions, agreements, terms, covenants, and obligations in this Agreement to be performed by Contractor shall be binding upon any transferee.

19.0 MEDIATION

Either party may commence mediation to resolve any dispute arising out of the Agreement by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. Mediation shall commence with thirty (30) days of any such request unless the parties agree to a different date or subject to the availability of a mediator. The parties shall attempt to mutually select a mediator. If the parties cannot do so, each party shall nominate a mediator and each party-selected mediator shall confer and select a third party mediator. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

20.0 GENERAL PROVISIONS

20.1 FORCE MAJEURE

Contractor shall not be in default under this Agreement in the event that the Collection, transportation and/or disposal services of Contractor are temporarily interrupted for any of the following reasons: riots; war or national emergency declared by the President or Congress and affecting the City of Glendale; sabotage; civil disturbance; insurrection; explosion; pandemic; natural disasters such as floods, earthquakes, landslides and fires (including brushfires); strikes, lockouts and other labor disturbances; or other catastrophic events which are beyond the reasonable control of Contractor. "Other catastrophic events" does not include the financial inability of Contractor to perform or failure of Contractor to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public entity where such failure occurs where Contractor has failed to exercise reasonable diligence. In the event a labor disturbance interrupts Collection and transportation of Solid Waste, and/or disposal of Solid Waste by Contractor as required under this Agreement, City may elect to exercise its rights under Article 17 of this Agreement.

20.2 INDEPENDENT STATUS

Contractor is an independent entity and not an officer, agent, servant or employee of City. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, Contractors and sub-contractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Contractor, nor an arrangement for the disposal of hazardous substances. Contractor nor its officers, employees, agents or sub-contractors shall obtain any rights to retirement or other benefits, which accrue to City employees.

20.3 COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall comply with all applicable laws and implementing regulations of the federal and state government, as they, from time to time, may be amended, specifically including, but not limited to, RCRA, CERCLA, AB 939, AB 341, AB 1826, SB 1383 and other solid waste laws as may be enacted; and, all applicable ordinances of the City. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. Notwithstanding the foregoing, if any change to the requirements of this Agreement, whether by a change in law or regulation and/or procedures, results or is likely to result in an increase or decrease in the cost of, or the time required for, performance under this Agreement, Parties shall meet and confer in good faith, and the Agreement shall be amended prior to such changes in requirements taking effect, upon mutual agreement of the Parties.

20.4 LAW TO GOVERN; VENUE

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement and its performance shall be enforced and interpreted under the laws of the State of California. All causes of action arising directly or indirectly from the business relationship evidenced

by this Agreement must be filed in the appropriate state or federal court located in Los Angeles County, California, and each party agrees to be subject to the jurisdiction of the State of California regardless of their residence.

20.5 AMERICANS WITH DISABILITIES ACT

Contractor hereby certifies that it will comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq. and its implementing regulations. The Contractor will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability.

20.6 AMENDMENTS

All amendments to this Agreement shall be in writing, duly executed by the parties. Purported oral amendments shall be void and of no force or effect.

20.7 NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, sent by electronic mail or sent by United States certified mail, postage prepaid, return receipt requested, addressed as follows:

To City: City Manager
City of Glendale
613 E. Broadway, Room 200
Glendale, CA 91206
Email: RGolianian@glendaleca.gov

Copy to: Director of Public Works
City of Glendale
633 E. Broadway, Room 209
Glendale, CA 91206
Email: YEmrani@glendaleca.gov

Copy to: City Attorney
City of Glendale
613 E. Broadway, Room 220
Glendale, CA 91206
MJGarcia@glendaleca.gov

To Contractor: General Manager
NASA Services
1100 S Maple Av
Montebello, CA 90640

jack@nasaservices.com

Copy to: Accounting Executive
NASA Services
1100 S Maple Av
Montebello, CA 90640
Lara.sarkisian@nasaservices.com

or to such other address as either party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served, electronically mailed or, if mailed, upon the date of the return receipt.

20.8 SAVINGS CLAUSE AND ENTIRETY

If any non-material provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

20.9 SURVIVAL

Contractor's obligation to indemnify, defend and hold City harmless shall survive this Agreement's expiration or termination. Notwithstanding the expiration or termination of this Agreement, such act shall not automatically invalidate or cancel any insurance policy, performance bond or similar instruments provided by Contractor under this Agreement and such policies, performance bonds and other instruments shall remain in full force and effect for one full year after termination, provided Contractor can secure such instruments from qualified insurers or sureties. If the event no insurer or surety agrees to providing extended security, Contractor shall provide documentation of the same to the City.

20.10 ATTORNEY'S FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies in this Agreement or the enforcement of any of the terms, conditions, or provisions in this Agreement.

20.11 WAIVER OF BREACH

If either party fails to require the other to perform any term in this Agreement, that failure does not prevent the party from later enforcing that term, or any other term. If either party waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term. A waiver of a term is valid only if it is in writing and signed by the party waiving it. This Agreement's duties and obligations are cumulative and are in addition to any option, right, power, remedy, or privilege; and are not exhausted by a party's exercise of any one of them.

20.12 COUNTERPARTS

This Agreement may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document. The parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

20.13 DIGITAL SIGNATURES

A signed copy of this Agreement or any amendment thereto bearing a digital signature, shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such amendment thereto for all purposes, and each digital signature should be given the same legal force and effect as a handwritten signature. This provision shall not apply to the Performance Bond, which must be executed in hard copy.

20.14 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced in this Agreement and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

WITNESS the execution of this Agreement on the day and year written below.

CITY OF GLENDALE:

CONTRACTOR:

By John Takhtalian

By Arsen Sarkisian

(Name) John Takhtalian

(Name) Arsen Sarkisian

(Title) Deputy City Manager

(Title) CEO

Date: September 1, 2021

Date: August 27, 2021

APPROVED AS TO FORM	
NAME:	<u>Miah Yun</u>
TITLE:	<u>Principal Assistant City Attorney</u>
SIGNATURE:	<u><i>Miah Yun</i></u>
DATE:	<u>August 30, 2021</u>

DEPARTMENT APPROVAL	
NAME:	<u>Yazdan Emrani</u>
TITLE:	<u>Director of Public works</u>
SIGNATURE:	<u><i>Yazdan Emrani</i></u>
DATE:	<u>August 31, 2021</u>

Exhibit A – Zone Map

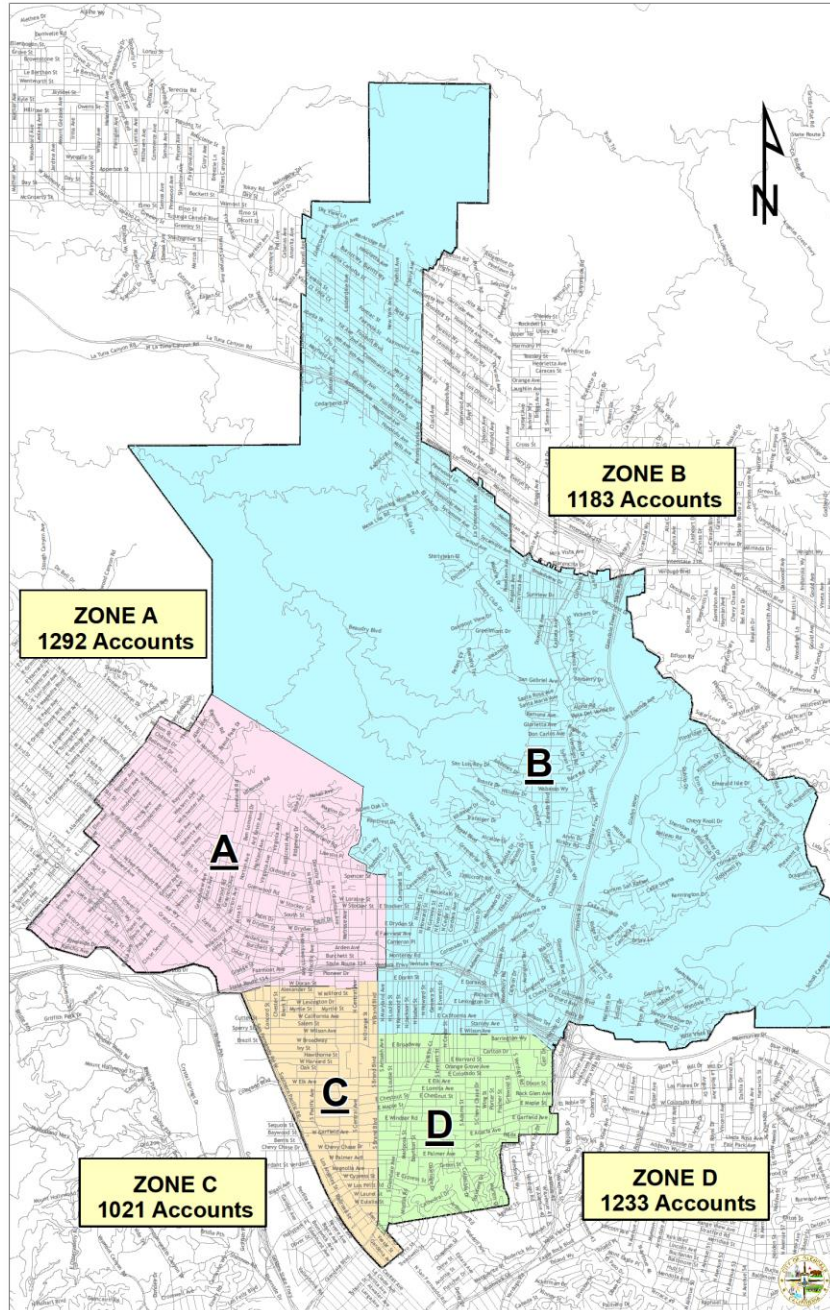


Exhibit B

City of Glendale Unified Transition Plan

Summary

To effectuate a seamless hauler transition, a Unified Transition Plan detailing key actions and time frames has been developed and provided in the attached Transition Plan Matrix. Contractors will be required to comply with all tasks in their entirety.

This plan is based upon proposed transition plans from the selected exclusive franchised Contractors, the City's Request for Proposals, the updated base Franchise Agreement document, and solid waste industry best practices.

1 TIMELINE

R3's Transition Plan Matrix assumes a three-month transition time frame, with services commencing 11/1/2021. If contracts are not approved in mid-July, the timeline will need to be updated correspondingly.

This timeline assumes close coordination among the City's Transition Team and each of the Contractors' primary staff responsible for the transition, including weekly meetings and reports from the Contractors on transition progress.

2 CITY EQUIPMENT AND EMPLOYEES

Contractors will be provided with the following information: 1) the number of displaced City employees; and 2) the quantity and value of City collection vehicles and containers. These details will be provided as soon as is feasible to facilitate employee hiring and/or purchasing of vehicles and containers. Contractors may choose to purchase available City assets, and must hire displaced City workers per Section 5.38 of RFP. If the vehicles purchased from the City are older than three years, the City shall, for those vehicles, make an exception to the requirement that all vehicles used for service at the start of the agreement are no more than three years old.

3 NEW CONTAINER ROLL-OUT AND OLD CONTAINER REPLACEMENT

The City understands that given the short time frame needed for the transition, Contractors are unlikely to be able to purchase new containers for all new Glendale customers. Given this, Contractors will be required to provide new container specifications including color, size, and labels to the City for approval, but may use old

containers that do not meet those specifications on a temporary interim basis. All containers shall meet the specifications approved by the City by June 30, 2022.

The City requires the Contractors to employ the same, City-selected container replacement contractor for container deployment during the roll-out, or use their own contractor.

That contractor shall take any containers in place that are owned by a hauler no longer permitted to operate in that zone (i.e., all containers except those put in place by the hauler franchised in that zone) and transport said containers to a staging area. All current permitted Contractors will then be responsible for recovering their own assets from the staging area on a regular basis (usually weekly) by 11/21/21, or these assets will be considered surrendered to the new franchised hauler providing service in that zone. The City will provide all haulers who will no longer be permitted to operate in that zone notice of a final date to remove their containers.

4 CUSTOMER SERVICE DATABASE AND ROUTING

The City will be responsible for providing a full list of customer account information, including customer address, contact information, and current subscription levels, to each hauler for their zone. The Contractors will be responsible for importing this information and creating appropriate routes. New routes must initially incorporate the customers' current days of service, unless the hauler and customer come to alternative arrangements prior to the service commencement date. This is a means of achieving the objectives of the transition and to facilitate a smooth transition from the perspective of the customer.

It should be noted that this expectation is offered just for the start of service, and that service days would be expected to change thereafter, as Contractors have time to design more efficient routes.

Contractors are also responsible for auditing the customer accounts to gather information about any special services or needs for each account prior to the transition, and on an ongoing basis thereafter.

Contractors that are already providing service to customers in their assigned zones will be responsible for identifying those "overlap" customers that already exist in their own customer service database.

5 CUSTOMER OUTREACH & EDUCATION

Contractors are responsible for sending out collateral to all customers within their zone that provides customers information about their new services including hauler contact

information, container delivery timeline, new services and rates, and the option for customers to change subscription if desired.

The City will facilitate community workshops and a Chamber of Commerce presentation; hauler representatives are required to attend those meetings. The City will also conduct a multi-media campaign including ads and press releases to inform businesses of the change from the permitted system to franchise zones, and which hauler is providing service in each zone. The goal of this outreach by the City is to clearly facilitate the transition from the prior permit system to the franchise system such that any customers that are unable to obtain service from the hauler that had served them under the permit system is able to easily understand why and identify the hauler that they should contact to set up service.

6 Post-Transition Considerations

Mandatory Recycling and Organics Service

The City will be responsible for distributing and collecting waiver forms and applications, although hauler staff may distribute waiver forms to their customers for submission to the City. All customers that lack an approved City waiver for either recycling or organics service will be provided with recycling and/or organics service in accordance with the requirements of the franchise agreement by January 30, 2022.

Unified Transition Plan Matrix

Task	Start Date	End Date	Comments
City Council presentation on award of contracts and transition plan	7/13/2021		
Contract execution	7/13/2021	8/13/2021	
City Transition Team and Contractors commence weekly transition meetings	Ongoing		
City provides Contractors collection accounts list for City and prior Contractors	8/16/2021	8/16/2021	Use existing customer subscription dataset
Contractors update customer service databases and mailing lists and cross-reference provided data against publicly available sources	8/16/2021	9/15/2021	Publicly available sources include the County parcel listing
Website development & City approval	8/16/2021	11/14/2021	
Contractors deploy online bill-pay option for customers	8/16/2021	11/14/2021	
Contractors create routes based upon customer pick-up frequency & volume of service	8/16/2021	9/15/2021	Upon commencement of service, Contractors are required to provide service on the same day as prior service was performed unless the hauler and customer arrange otherwise.
Contractors hire or transfer drivers, supervisor(s), and support staff, hiring City's displaced employees first	8/16/2021	12/3/2021	Per Section 5.38 of RFP, displaced City employees must be hired. Support staff include customer service, mechanics, and diversion specialist(s).
Contractors purchase used collection containers, trucks and support vehicles from City of Glendale or other suppliers that meet the minimum vehicle standards	8/16/2021	12/3/2021	Purchase of City assets not required – offered as option to meet the transition timeline.
Contractors provide new collection container specifications to City for approval; City approves	8/16/2021	8/30/2021	New collection containers may not be feasible for immediate use in all cases; collection containers that do not fully meet City-approved specifications may be used and then replaced by January 30, 2022 if necessary.

Community workshops and Chamber of Commerce presentation(s), multi-media campaign including ads, press releases	8/30/2021	9/29/2021	City will facilitate & hauler representatives will be required to attend.
Customer service representative and supervisor training on franchise agreement requirements	8/30/2021	9/29/2021	
Education and Outreach collateral sent from Contractors to City; and approved by City	9/2/2021	9/16/2021	Collateral should include letters/other mailers that include, at a minimum: <ul style="list-style-type: none"> - The name and contact information of the customer's new hauler - The week of new container distribution and customer instructions - Subscription checklist instructions to indicate container subscription changes if desired - Program details including accepted materials for each container and rates
Contractors perform site visits to record special account information not transmitted such as key service, distance charges, alley service, or other details; and to resolve any discrepancies/missing accounts from collection accounts list from City	9/15/2021	12/3/2021	
Contractors distribute Education and Outreach collateral	9/15/2021	9/29/2021	
Driver training on new routes; test and adjust routes	9/15/2021	12/3/2021	
Driver and diversion specialist(s) training on franchise agreement	9/15/2021	12/3/2021	
Weekly reporting from Contractors to City Transition Team on customer calls	8/16/2021	Ongoing	Reports should include number of inquiries, number of requests for changes in service size/frequency, and number of complaints at a minimum.
Container replacement by City-selected container replacement contractor	11/29/2021	12/8/2021	
New collection containers and service guides/welcome packets distributed	11/29/2021	12/8/2021	
New collection service commences	12/3/2021		

Post-Transition			
Route audits by supervisors and hauler technical assistance staff, including container right-sizing	Ongoing		
Customers may call Contractors to request changes in container size, frequency, etc.	Ongoing		
Contractors provide Annual Collection Service Notice Meeting Agreement requirements to City for approval; City approves; Contractors distribute	By 1/1/2022		
Container refurbishment/retrofits/purchases	12/3/2021	3/1/2022	Inadequately painted or labeled containers from transition period must be replaced with containers that meet the color and labeling specifications of the Agreements.
Route audits for SB 1383 commence	By 3/1/2022		
Full customer subscription to organics service as required by franchise agreement to customers that aren't subject to the waiver	1/31/2023		After City gathers and evaluates waivers.
<i>Plan assumes that contracts are awarded in mid-August; a later contract award would change the remainder of the dates correspondingly.</i>			

Exhibit C - City Facilities

Zone	Address	QTY	SIZE	P/U#
A	1095 AIR WAY	2	3	2
A	ALL OTHER LOCATIONS	10	C	1
A	1082 ALMA ST	0	0	0
A	1083 N BRAND BLVD	0	0	0
A	1084 S BRAND BLVD	0	0	0
A	1088 N BRAND BLVD	1	2	2
A	1099 N BRAND BLVD	1	3	6
A	BRAND BLVD #1	6	C	3
A	BRAND BLVD #2	2	C	4
A	BRAND BLVD #3	5	C	4
A	1098 BRAND PARK	4	3	4
A	1091 CASA ADOBE PARK	1	2	5
A	1090 FLOWER ST	1	2	4
A	1097 FREMONT PARK	2	3	4
A	1094 GRIFFITH MANOR PARK	1	3	2
A	1093 W MOUNTAIN ST	1	3	2
A	1101 MTA #1	9	C	5
A	1100 MTA #2	41	C	1
A	1102 MTA/BEE LINE #1	8	C	7
A	1103 MTA/BEE LINE #2	9	C	7
A	1092 S ORANGE ST	1	3	1
A	1086 PAULA AVE	1	2	1
A	1096 PELANCONI PARK	1	3	3
A	1085 SAN FERNANDO RD	1	1	1
A	1087 SAN FERNANDO RD	1	2	2
A	1089 WESTERN AVE	1	2	3
Zone	Address	QTY	SIZE	P/U#
B	ALL OTHER LOCATIONS	10	C	1
B	BABE HERMAN	1	3	3
B	108 N BRAND BLVD	0	0	0
B	200 S BRAND BLVD	0	0	0
B	BRAND BLVD #1	6	C	3
B	BRAND BLVD #2	2	C	4
B	BRAND BLVD #3	5	C	4
B	1500 CANADA BLVD	0	0	0
B	1734 CANADA BLVD	1	2	1
B	244 N CHEVY CHASE DR	1	3	2
B	CIVIC AUDITORIUM	6	3	2

B	CIVIC CENTER-BLDG MAINTENANCE	2	3	6
B	1470 DEL MONTE DR	1	3	1
B	5142 DUNSMORE AVE	1	3	4
B	DUNSMORE PARK	1	3	3
B	2200 FERN LN	2	3	6
B	GLENOAKS PARK	1	3	4
B	GLORIETTA PARK	1	3	4
B	2284 HONOLULU AVE	0	0	0
B	2301 HONOLULU AVE	0	0	0
B	2465 HONOLULU AVE	1	3	5
B	2713 HONOLULU AVE	1	3	5
B	2816 HONOLULU AVE	1	1	1
B	MAYOR'S PARK	1	3	2
B	MONTROSE MALL #1	16	C	3
B	MONTROSE MALL #2	15	C	3
B	MONTROSE PARK	2	3	3
B	4410 NEW YORK AVE	1	2	2
B	SCHOLL CANYON PARK	2	3	7
B	SCHOLL CANYON BALL FIELD	2	3	6
B	SCHOLL LANDFILL	1	2	3
B	TOP OF FERN-POLICE LN	0	0	0
Zone	Address	QTY	SIZE	P/U#
C	ALL OTHER LOCATIONS	10	C	1
C	BRAND BLVD #1	6	C	3
C	BRAND BLVD #2	2	C	4
C	BRAND BLVD #3	4	C	4
C	400 W CERRITOS AVE	1	3	2
C	400 W CERRITOS AVE	0	0	0
C	540 W CHEVY CHASE DR	2	3	1
C	421 OAK ST	1	3	2
C	401 S PACIFIC AVE	0	0	0
C	501 S PACIFIC AVE	2	3	3
C	PACIFIC PARK	0	0	0
C	5101 SAN FERNANDO RD	1	2	1
Zone	Address	QTY	SIZE	P/U#
D	ADULT REC CTR #1	1	3	3
D	ADULT REC CTR #2	1	3	3
D	ALL OTHER LOCATIONS	11	C	1
D	114 N BRAND BLVD	0	0	0
D	144 N BRAND BLVD	0	0	0
D	252 S BRAND BLVD	0	0	0
D	BRAND BLVD #1	7	C	3

D	BRAND BLVD #2	3	C	4
D	BRAND BLVD #3	4	C	4
D	CARR PARK	1	3	4
D	141 S CEDAR ST	1	2	1
D	CIVIC CENTER-GARAGE	0	0	0
D	CIVIC CENTER-PARKS	2	3	6
D	220 E COLORADO ST	1	3	1
D	FIRE GARAGE-STATION #22	0	0	0
D	108 N GLENDALE AVE	0	0	0
D	141 N GLENDALE AVE	2	3	5
D	1201 S GLENDALE AVE	1	3	5
D	222 E HARVARD ST	1	2	5
D	131 N ISABEL-NEW PD TRASH ST	3	3	5
D	120 N ISABEL-RADIOSHOP	1	3	6
D	130 N LOUISE ST	1	2	2
D	MAPLE PARK	2	3	3
D	120 S MARYLAND AVE	1	3	2
D	PALMER PARK	2	3	3
D	PW YARD-FIRE TRAINING CENTER	2	3	2
D	PW YARD-MECH MAINTENANCE	0	0	0
D	PW YARD-METER SHOP	1	1	1
D	PW YARD-PARK MAINTENANCE	1	2	2
D	PW YARD-SEWER/FOREST	1	3	3
D	PW YARD-SIGN SHOP	1	1	2
D	PW YARD-WAREHOUSE	1	3	5
D	PW YARD-WELDING/TIRE	2	3	5
D	1110 E WILSON AVE	1	3	2

Exhibit D – Maximum Rate Table

Refuse/Organics Monthly Rates											
Line	Size	CY	ECU	Pickups Per Week							Each Addl Pickup (per Bin)
				1	2	3	4	5	6	7	
1	65 Ga	0.32	1.00	\$ 24.70	\$ 49.35	\$ 74.05	\$ 98.70	\$ 123.40	\$ 148.05	\$ 172.70	\$ 24.70
2	96 Ga	0.48	1.00	\$ 26.75	\$ 53.50	\$ 80.25	\$ 107.00	\$ 133.75	\$ 160.50	\$ 187.25	\$ 26.75
3	1 yd	1.00	6.00	\$ 135.42	\$ 270.84	\$ 406.26	\$ 541.68	\$ 677.10	\$ 812.52	\$ 947.94	\$ 135.42
4	1.5 yd	1.50	6.00	\$ 142.19	\$ 284.38	\$ 426.57	\$ 568.76	\$ 710.96	\$ 853.15	\$ 995.34	\$ 142.19
5	2 yd	2.00	6.00	\$ 148.96	\$ 297.92	\$ 446.89	\$ 595.85	\$ 744.81	\$ 893.77	\$ 1,042.73	\$ 148.96
6	3 yd	3.00	6.00	\$ 162.50	\$ 325.01	\$ 487.51	\$ 650.02	\$ 812.52	\$ 975.02	\$ 1,137.53	\$ 162.50
7	4 yd	4.00	6.00	\$ 176.05	\$ 352.09	\$ 528.14	\$ 704.18	\$ 880.23	\$ 1,056.28	\$ 1,232.32	\$ 176.05
8	5 yd	5.00	6.00	\$ 189.59	\$ 379.18	\$ 568.76	\$ 758.35	\$ 947.94	\$ 1,137.53	\$ 1,327.12	\$ 189.59
9	6 yd	6.00	6.00	\$ 203.13	\$ 406.26	\$ 609.39	\$ 812.52	\$ 1,015.65	\$ 1,218.78	\$ 1,421.91	\$ 203.13
Recycling Monthly Rates											
Line	Size	CY	ECU	Pickups Per Week							Each Addl Pickup (per Bin)
				1	2	3	4	5	6	7	
1	65 Ga	0.32	1.00	\$ 12.35	\$ 24.68	\$ 37.03	\$ 49.35	\$ 61.70	\$ 74.03	\$ 86.35	\$ 12.35
2	96 Ga	0.48	1.00	\$ 13.38	\$ 26.75	\$ 40.13	\$ 53.50	\$ 66.88	\$ 80.25	\$ 93.63	\$ 13.38
3	1 yd	1.00	6.00	\$ 67.71	\$ 135.42	\$ 203.13	\$ 270.84	\$ 338.55	\$ 406.26	\$ 473.97	\$ 67.71
4	1.5 yd	1.50	6.00	\$ 71.10	\$ 142.19	\$ 213.29	\$ 284.38	\$ 355.48	\$ 426.57	\$ 497.67	\$ 71.10
5	2 yd	2.00	6.00	\$ 74.48	\$ 148.96	\$ 223.44	\$ 297.92	\$ 372.41	\$ 446.89	\$ 521.37	\$ 74.48
6	3 yd	3.00	6.00	\$ 81.25	\$ 162.50	\$ 243.76	\$ 325.01	\$ 406.26	\$ 487.51	\$ 568.76	\$ 81.25
7	4 yd	4.00	6.00	\$ 88.02	\$ 176.05	\$ 264.07	\$ 352.09	\$ 440.12	\$ 528.14	\$ 616.16	\$ 88.02
8	5 yd	5.00	6.00	\$ 94.79	\$ 189.59	\$ 284.38	\$ 379.18	\$ 473.97	\$ 568.76	\$ 663.56	\$ 94.79
9	6 yd	6.00	6.00	\$ 101.57	\$ 203.13	\$ 304.70	\$ 406.26	\$ 507.83	\$ 609.39	\$ 710.96	\$ 101.57

Exhibit D-2 – Maximum Base Rates

Refuse/Organics Monthly Rates											
Line	Size	CY	ECU	Pickups Per Week							Each Addl Pickup (per Bin)
				1	2	3	4	5	6	7	
1	65 Gal	0.32	1.00	\$ 18.25	\$ 36.45	\$ 54.70	\$ 72.90	\$ 91.10	\$ 109.35	\$ 127.55	\$ 18.25
2	96 Gal	0.48	1.00	\$ 19.80	\$ 39.55	\$ 59.30	\$ 79.05	\$ 98.80	\$ 118.55	\$ 138.30	\$ 19.80
3	1 yd	1.00	6.00	\$ 100.00	\$ 200.00	\$ 300.00	\$ 400.00	\$ 500.00	\$ 600.00	\$ 700.00	\$ 100.00
4	1.5 yd	1.50	6.00	\$ 105.00	\$ 210.00	\$ 315.00	\$ 420.00	\$ 525.00	\$ 630.00	\$ 735.00	\$ 105.00
5	2 yd	2.00	6.00	\$ 110.00	\$ 220.00	\$ 330.00	\$ 440.00	\$ 550.00	\$ 660.00	\$ 770.00	\$ 110.00
6	3 yd	3.00	6.00	\$ 120.00	\$ 240.00	\$ 360.00	\$ 480.00	\$ 600.00	\$ 720.00	\$ 840.00	\$ 120.00
7	4 yd	4.00	6.00	\$ 130.00	\$ 260.00	\$ 390.00	\$ 520.00	\$ 650.00	\$ 780.00	\$ 910.00	\$ 130.00
8	5 yd	5.00	6.00	\$ 140.00	\$ 280.00	\$ 420.00	\$ 560.00	\$ 700.00	\$ 840.00	\$ 980.00	\$ 140.00
9	6 yd	6.00	6.00	\$ 150.00	\$ 300.00	\$ 450.00	\$ 600.00	\$ 750.00	\$ 900.00	\$ 1,050.00	\$ 150.00
Recycling Monthly Rates											
Line	Size	CY	ECU	Pickups Per Week							Each Addl Pickup
				1	2	3	4	5	6	7	
1	65 Gal	0.32	1.00	\$ 9.13	\$ 18.23	\$ 27.35	\$ 36.45	\$ 45.55	\$ 54.68	\$ 63.78	\$ 9.13
2	96 Gal	0.48	1.00	\$ 9.90	\$ 19.78	\$ 29.65	\$ 39.53	\$ 49.40	\$ 59.28	\$ 69.15	\$ 9.90
3	1 yd	1.00	6.00	\$ 50.00	\$ 100.00	\$ 150.00	\$ 200.00	\$ 250.00	\$ 300.00	\$ 350.00	\$ 50.00
4	1.5 yd	1.50	6.00	\$ 52.50	\$ 105.00	\$ 157.50	\$ 210.00	\$ 262.50	\$ 315.00	\$ 367.50	\$ 52.50
5	2 yd	2.00	6.00	\$ 55.00	\$ 110.00	\$ 165.00	\$ 220.00	\$ 275.00	\$ 330.00	\$ 385.00	\$ 55.00
6	3 yd	3.00	6.00	\$ 60.00	\$ 120.00	\$ 180.00	\$ 240.00	\$ 300.00	\$ 360.00	\$ 420.00	\$ 60.00
7	4 yd	4.00	6.00	\$ 65.00	\$ 130.00	\$ 195.00	\$ 260.00	\$ 325.00	\$ 390.00	\$ 455.00	\$ 65.00
8	5 yd	5.00	6.00	\$ 70.00	\$ 140.00	\$ 210.00	\$ 280.00	\$ 350.00	\$ 420.00	\$ 490.00	\$ 70.00
9	6 yd	6.00	6.00	\$ 75.00	\$ 150.00	\$ 225.00	\$ 300.00	\$ 375.00	\$ 450.00	\$ 525.00	\$ 75.00

Exhibit E – Rate Adjustment Example

Example 1 – Calculation of Service Component

CPI - December 2017	253.569
CPI – December 2018	259.1
Percent change in CPI	2.2%

Example 2 – Calculation of Fuel Component

PPI – December 2017	118.7
PPI – December 2018	114.5
Percent change in PPI	-3.5%

Example 3 – Calculation of Disposal Component

Current year tipping fee	\$55.00
Prior year tipping fee	\$57.00
Percent change in tipping fee	3.6%

Example 4 – Calculation of Rate Adjustment Percentage

Rate Component	Relative Weight	Adjustment Factor	Weighted Adjustment Percentage
Service	65%	2.2%	1.4%
Fuel	5%	-3.5%	-0.2%
Disposal	30%	3.6%	1.1%
Weighted Rate Adjustment Percentage			2.3%

EXHIBIT F-1
INSURANCE REQUIREMENTS
FRANCHISE AGREEMENT

“WORKERS’ COMPENSATION” INSURANCE

1.1 At its own expense, CONTRACTOR shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— for the duration of this Agreement

- (A) Complete Workers’ Compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and
- (B) Employer’s Liability insurance in an amount not less than:
 - (1) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;
 - (2) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease;
 - and
 - (3) ONE MILLION DOLLARS (\$1,000,000) policy limit.

1.2 CONTRACTOR shall provide CITY with a “**certificate of insurance**” and a subrogation endorsement, “**Waiver of Our Right to Recover From Others**”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, this Agreement’s workers’ compensation insurance requirements.

1.3 CITY shall not be liable to CONTRACTOR’s personnel, or anyone CONTRACTOR directly or indirectly employs or uses, for a claim at law or in equity arising out of CONTRACTOR’s failure to comply with this Agreement’s workers’ compensation insurance requirements.

EXHIBIT F-2
INSURANCE REQUIREMENTS
FRANCHISE AGREEMENT

“COMMERCIAL GENERAL LIABILITY” OR “BUSINESSOWNERS LIABILITY” INSURANCE

1.1 At its own expense, CONTRACTOR shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— a “Commercial General Liability” or a “Businessowners Liability” insurance policy on an ***occurrence*** basis to fully protect CONTRACTOR and CITY from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives (collectively, “CITY AND ITS REPRESENTATIVES”) as ***additional insureds***.

1.2 Coverage afforded to CITY AND ITS REPRESENTATIVES must be at least as broad as that afforded to CONTRACTOR. If CONTRACTOR has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to CITY AND ITS REPRESENTATIVES. The insurance must be written for the limits of liability specified below:

- (A) FIVE MILLION DOLLARS (\$5,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for bodily injury (including accidental death) to any one person;
- (B) FIVE MILLION DOLLARS (\$5,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for personal and advertising injury to any one person;
- (C) FIVE MILLION DOLLARS (\$5,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for property damage; and
- (D) TEN MILLION DOLLARS (\$10,000,000) general aggregate limit, or the full aggregate limits of the policy— whichever limit is greater.

1.3 The liability insurance must include all major divisions of coverage and must cover:

- (A) Premises Operations (including Explosion, Collapse, and Underground [“X,C,U”] coverages as applicable);
- (B) Products and Completed Operations (maintain same limits as above until five (5) years after: recordation of the Notice of Completion or final close-out of the Agreement);
- (C) Personal and Advertising Injury (with Employer’s Liability Exclusion deleted);
- (D) Contractual Liability; and
- (E) Broad Form Property Damage.

1.4 CONTRACTOR shall provide CITY with a “***certificate of insurance***” and an “***additional insured endorsement***”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier

~~or its authorized representative~~— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The “certificate of insurance” and an “additional insured endorsement” must state:

“The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage.”

EXHIBIT F-3
INSURANCE REQUIREMENTS
FRANCHISE AGREEMENT

“BUSINESS AUTOMOBILE” LIABILITY INSURANCE

1.1 At its own expense, CONTRACTOR shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— a “Business Automobile” insurance policy on an **occurrence** basis to fully protect CONTRACTOR and CITY from claims and suits for bodily injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives as **additional insureds**.

1.2 The insurance must not be written for less than the limits of liability specified below or required by law, whichever coverage amount is greater:

- (A) FIVE MILLION DOLLARS (\$5,000,000) per occurrence for bodily injury (including accidental death) to any one person; and
- (B) FIVE MILLION DOLLARS (\$5,000,000) per occurrence for property damage; or
- (C) TEN MILLION DOLLARS (\$10,000,000) combined single limit (“CSL”).

1.3 The liability insurance must include all major divisions of coverage and must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned.

1.4 CONTRACTOR shall provide CITY with a “***certificate of insurance***” and an “***additional insured endorsement***”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The “certificate of insurance” and an “additional insured endorsement” must state:

“The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage.”

EXHIBIT F-4
INSURANCE REQUIREMENTS
FRANCHISE AGREEMENT

Contractors Pollution Liability Insurance (CPL)

- 1.1 Contractor or Subcontractor shall obtain, pay for, and maintain for the duration of the Contract Contractors Pollution Liability insurance that provides coverage for liability caused by pollution conditions arising out of the operations of the Contractor. Coverage must be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using Subcontractors, the policy must include work performed "by or on behalf" of the insured.
- 1.2 The policy limit must provide coverage of no less than FIVE million dollars (\$5,000,000) per claim and in the aggregate. Coverage must apply to on-site, under-site, or off-site bodily injury and property damage and regulatory fines.
- 1.3 All activities contemplated in the Contract must be specifically scheduled on the CPL policy as "covered operations." In addition, the policy must provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.
- 1.4 The policy must specifically provide for a duty to defend on the part of the insurer. City, its officers, agents, employees, and representatives must be added to the policy as additional insureds by endorsement. Coverage afforded to "City and its representatives" must be at least as broad as that afforded to Contractor. If Contractor has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to "City and its representatives."

EXHIBIT F-5
INSURANCE REQUIREMENTS
FRANCHISE AGREEMENT

GENERAL REQUIREMENTS

1.1 At all times, the insurance company issuing the policy must meet all three of these requirements:

- (A) It must be “admitted” insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance’s “List of Approved Surplus Line Insurers” (“LASLI”);
- (B) It must be domiciled within, and organized under the laws of, a State of the United States; and
- (C) It must carry a minimum A.M. Best Company Financial Strength Rating of “A:VII,” or better.

1.2 If the Agreement requires any of the foregoing insurance coverages to remain in force after the Final Payment, and if they are reasonably available, CONTRACTOR shall submit to CITY— with the final Application for Payment— all certificates and additional insured endorsements evidencing the coverages’ continuation.

1.3 CONTRACTOR must provide written notice of any change in deductible or self-insured retention. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:

- (A) The amount of the deductible, or self-insured retention, or both;
- (B) Whether a limit of insurance has been lowered by any pending or paid claim; and
- (C) The current limit amount, as lowered by the pending or paid claim.

1.4 Despite any conflicting or contrary provision in CONTRACTOR’s insurance policy:

- (A) If CONTRACTOR’s insurance company adds CITY, and its officers, agents, employees, and representatives (collectively, “its representatives”) as additional insureds, then for all acts, errors, or omissions of CITY, or its representatives, or both, that insurer shall:
 - (1) Pay those sums that CITY, or its representatives, or both, become legally obligated to pay as damages; and
 - (2) Defend— and pay the costs of defending— CITY, or its representatives, or both;
- (B) CONTRACTOR’s insurance is primary;
- (C) Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to CITY, or its representatives, or both, is excess over CONTRACTOR’s insurance;
- (D) CITY’s insurance, or self-insurance, or both, will not contribute with CONTRACTOR’s insurance policy;

- (E) CONTRACTOR and CONTRACTOR's insurance company waive— and shall not exercise— any right of recovery or subrogation that CONTRACTOR or the insurer may have against CITY, or its representatives, or both;
- (F) CONTRACTOR's insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company's limits of liability;
- (G) CONTRACTOR's insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and
- (H) CITY is not liable for a premium payment or another expense under CONTRACTOR's policy.

1.5 At any time during the duration of this Agreement, CITY may review this Agreement's insurance coverage requirements.

1.6 CONTRACTOR shall maintain the insurance policy without interruption, from the Project's commencement date to the Final Payment date, or until a date that CITY specifies for any coverage that CONTRACTOR must maintain after the Final Payment.

1.7 CONTRACTOR's insurance company or self-insurance administrator shall mail CITY written notice at least thirty (30) days in advance of the policy's or the self-insurance program's cancellation, termination, non-renewal, or reduction in coverage.

1.8 CONTRACTOR shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before its insurance policy's expiration, cancellation, termination, or non-renewal, CONTRACTOR shall deliver to CITY evidence of the required coverage as proof that CONTRACTOR's insurance policy has been renewed or replaced with another insurance policy which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.

1.9 At any time, upon CITY's request, CONTRACTOR shall furnish satisfactory proof of each type of insurance coverage required— including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising CONTRACTOR's self-insurance program— all in a form and content acceptable to the City Attorney or City's Risk Manager.

1.10 If CONTRACTOR hires, employs, or uses a Subcontractor to perform work, services, operations, or activities on CONTRACTOR's behalf, CONTRACTOR shall ensure that the Subcontractor:

- (A) Meets, and fully complies with, this Agreement's insurance requirements;
- (B) Delivers to CITY— for its review, or approval, or both— all insurance policies, certificates, and endorsements that this Agreement requires; and
- (C) Furnishes CITY, at any time upon its request, with a complete copy of the Subcontractor's insurance policy or policies for CITY's review, or approval, or both.

1.11 CONTRACTOR's failure to comply with an insurance provision in this Agreement constitutes a breach upon which CITY may immediately terminate or suspend CONTRACTOR's performance of this Agreement, or invoke another remedy that this Agreement or the law allows. At its discretion, CITY may obtain or renew the insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY for all sums or monies that CITY paid to obtain, renew, or reinstate the insurance, or CITY may offset the cost of the premium against any sums or monies that CITY may owe CONTRACTOR.

EXHIBIT F-6
INSURANCE REQUIREMENTS
FRANCHISE AGREEMENT

CONTRACTOR'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS

1.1 CONTRACTOR shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents, unless an exception below applies. When CONTRACTOR signs and delivers the Agreement to CITY, CONTRACTOR also shall deliver:

- (A) A "certificate of insurance" for each required liability insurance coverage;
- (B) An additional insured endorsement for Commercial General Liability coverage or Businessowners Liability coverage and Automobile Liability & Pollution Liability coverage, unless this Agreement does not require CONTRACTOR to obtain and maintain Commercial General Liability coverage, Businessowners Liability coverage, Automobile Liability or Pollution Liability coverage;
- (C) A "certificate of insurance" for Workers' Compensation insurance; or
If CONTRACTOR is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self-insure" from the State of California; or
If CONTRACTOR is lawfully exempt from workers' compensation laws, an "Affirmation of Exemption from Labor Code §3700" form;
- (D) A subrogation endorsement, "Waiver of Our Right to Recover From Others," for Workers' Compensation coverage; and

1.2 CITY will neither sign this Agreement nor issue a "Notice to Proceed" until the City Attorney or City's Risk Manager has reviewed and approved the insurance documents. CITY's decision as to the acceptability of all insurance documents is final. Unless CONTRACTOR obtains CITY's written approval, CITY will not permit or allow a substitution of an insurance policy, or a change in a certificate's or an endorsement's form and content, or both.

INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION

2.1 This Agreement's insurance provisions:

- (A) Are separate and independent from the indemnification and defense provisions in Article 13 of the Agreement; and
- (B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 13 of the Agreement.

Exhibit G - Performance Bond

PERFORMANCE BOND

Bond No.: _____
Premium Amount: \$ _____
Bond's Effective Date: _____

RECITALS:

1. The City of Glendale, California ("City"), has awarded to

(Name, address, and telephone of Contractor)

("Principal"),
a contract entitled, "Agreement for Business and Multi-Family Solid Waste Collection Service in Zone D (the "Contract") for the Work described as follows: Collection of Solid Waste, Recyclable Materials, and Organic Materials and deliver such material for processing, at the approved facilities that are generated within the city of Glendale in accordance with the Contract

2. Principal is required under the terms of the Contract—and all contract documents referenced in it ("Contract Documents")—to furnish a bond guaranteeing Principal's faithful performance of the Work.
3. The Contract and Contract Documents, including all their amendments and supplements, are incorporated into this Bond and made a part of it by this reference.

OBLIGATION:

THEREFORE, for value received, We, Principal and

(Name, address, and telephone of Surety)

("Surety"),

a duly admitted surety insurer under California's laws, agree as follows:

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of _____ Dollars (\$ _____) ("the Bonded Sum"), this amount comprising not less than the total Contract Sum, in lawful money of the United States of America.

The California Licensed Resident Agent for Surety is:

(Name, address, and telephone)
_____. Registered Agent's California Department of Insurance License No. _____.

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT, if Principal promptly and faithfully performs the undertakings, terms, covenants, conditions, and agreements in the Contract and Contract Documents (including all their amendments and supplements), all within the time and in the manner that those documents specify, then this obligation becomes null and void. Otherwise, this Bond remains in full force and effect, and the following terms and conditions apply to this Bond:

1. This Bond specifically guarantees Principal's performance of each obligation and all obligations under the Contract and Contract Documents, as they may be amended and supplemented— including, but not limited to, Principal's liability for liquidated damages, Warranties, Guarantees, Correction, and Maintenance obligations as specified in the Contract and Contract Documents— except that Surety's total obligation, as described here, will not exceed the Bonded Sum.
2. For those obligations of Principal that survive Final Completion of the Work described in the Contract and Contract Documents, the guarantees in this Bond also survive Final Completion of the Work.
3. When City declares that Principal is in default under the Contract, or Contract Documents, or both, Surety shall promptly: (a) remedy the default; (b) complete the Project according to the Contract Documents' terms and conditions then in effect; or (c) using a procurement methodology approved by City, select a contractor or contractors— acceptable to City— to complete all of the Work, and arrange for a contract between the contractor(s) and City. Surety shall make available, as the Work progresses, sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract and Contract Documents— including other costs and damages for which Surety is liable under this Bond— except that Surety's total obligation, as described here, will not exceed the Bonded Sum.
4. An alteration, modification, change, addition, deletion, omission, agreement, or supplement to the Contract, Contract Documents, or the nature of the Work performed under the Contract or Contract Documents— including, without limitation, an extension of time for performance— does not, in any way, affect Surety's obligations under this Bond. Surety waives any notice of alteration, modification, change, addition, deletion, omission, agreement, supplement, or extension of time.
5. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's guaranteeing Principal's faithful performance of the Work.
6. No right of action accrues on this Bond to any entity other than City or its successors and assigns.
7. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay—in addition to the Bonded Sum— City's reasonable attorneys' fees and litigation costs, in an amount the court fixes. Principal and Surety agree that this Bond is not a part of the Contract, this Bond is a separate obligation of the Principal and its Surety, and any attorneys' fee provision contained in this Bond does not apply to the Contract. If any litigation occurs between the parties arising from the breach of the Contract, each party will bear its own attorneys' fees in the litigation.
8. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.

[Signatures on following page]

On the date set forth below, Principal and Surety duly executed this Bond, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

Date: _____

PRINCIPAL:

SURETY:

(Company Name)

(Company Name)

(Signature)

(Signature)

By: _____
(Name)

By: _____
(Name)

Its: _____
(Title)

Its: _____
(Title)

Address for Serving Notices or Other Documents:

Address for Serving Notices or Other Documents:

CORPORATE SEAL

CORPORATE SEAL

- THIS BOND MUST BE EXECUTED IN TRIPLICATE.
- EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.
- THE PRINCIPAL'S AND ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.
- A CORPORATE SEAL MUST BE IMPRESSED ON THIS FORM WHEN THE PRINCIPAL, OR THE SURETY, OR BOTH, ARE A CORPORATION.

APPROVED AS TO SURETY AND
AMOUNT OF BONDED SUM:

APPROVED AS TO FORM:

By _____
Director of Public Works

By _____
City Attorney

BOND ACKNOWLEDGMENT
FOR
SURETY'S ATTORNEY-IN-FACT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____,
before me, _____(name), a Notary Public for said County, personally
appeared _____(name), who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to this instrument as the attorney in fact of
_____, and acknowledged to me that he/she subscribed the
name of _____ thereto as principal, and his/her own name as
attorney in fact.

Notary Public

SEAL

EXHIBIT H

PERFORMANCE REVIEW

Firm Qualifications

Unless waived or modified by mutual written agreement between the Parties, all firms or persons conducting any performance review or audit shall satisfy the following criteria:

1. **Like Experience.** Must demonstrate experience performing performance reviews or audits of similar scope, complexity, and magnitude as provided in the Agreement within six (6) years of a given performance review.
2. **Substantive Knowledge.** Must demonstrate experience (i) interpreting contractual requirements for the purposes of conducting performance reviews or audits; (ii) conducting performance reviews or audits in the waste and recycling industry; (iii) interpreting state and local laws pertaining to the waste and recycling industry; and (iv) understanding the operational limitations placed on solid waste management firms in the normal course of business.
3. **Municipal Expertise.** Must demonstrate experience conducting performance reviews or audits for at least two (2) municipal clients of a size equal to or greater than that of the City.
4. **Contractor Expertise.** Must demonstrate experience conducting internal performance reviews or audits of at least two (2) solid waste management companies similar to Contractor, provided that experience with companies of a size smaller than Contractor shall not be disqualifying. For the avoidance of doubt, internal performance reviews or audits for the purposes of this requirement shall not include reviews or audits where a governmental entity selected the firm to conduct an internal review or audit of a solid waste management company.
5. **No Conflicts of Interest: Independence.** Must demonstrate no actual or potential conflicts of interest. For the purpose of these qualifications, a firm or person shall have a “conflict of interest” upon any of the following:
 - 5.1 The firm or person participated in, or consulted the City or Contractor in connection with, any contract or amendment discussions involving this Agreement;
 - 5.2 The firm or person provided assistance to the City or Contractor in connection with matters relating to municipal waste management issues within the City at any time three (3) years prior to the start of a performance review or audit except where the only preceding assistance rendered to the City or Contractor was in connection with a performance review or audit under this Agreement; or
 - 5.3 The firm or person was directly or indirectly employed by the City or Contractor for a period of three (3) years prior to the performance review or audit for which they are engaged unless the only prior employment relationship with the City or Contractor during said period involved a performance review or audit.