MEMORANDUM

Agenda Item: 10
Meeting Date: 01/26/2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

THRU: ANTON DAHLERBRUCH, CITY MANAGER

FROM: SHERI REPP-LOADSMAN, PLANNING & BUILDING DIRECTOR
JOE MENDOZA, ADMINISTRATIVE ANALYST

SUBJECT: FIRST AMENDMENT TO THE EXISTING AGREEMENT FOR REFUSE, RECYCLING, DISPOSAL AND STREET SWEEPING SERVICES BETWEEN THE CITY OF PALOS VERDES ESTATES AND ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES

DATE: JANUARY 26, 2016

ISSUE

Should the City Council amend the existing terms and conditions of the contract agreement between the City and Arakelian Enterprises, Inc. dba Athens Services (Athens Services) providing adjustments and clarification to the provision of refuse and recycling collection services?

BACKGROUND

The City of Palos Verdes Estates (City) and Athens Services entered into an exclusive franchise agreement for refuse, recycling, disposal and street sweeping services on April 24, 2012. The current agreement is not set to expire until June 30, 2019 and can be extended at the sole discretion of the City Council for a period up to three years. Amendments to the existing agreement are being proposed in order to modernize the current contract and add a level of consistency and clarification to their overall service.

City staff initiated discussions with Athens Services to improve the e-waste collection services and to eliminate the unsafe e-waste drop off activities occurring at City Hall. During those discussions, both City staff and Athens Services identified a number of areas within the existing agreement that were no longer applicable or could be revised to enhance services. With best practices in mind,
City and Athens staff had several discussions on ways to modify the current language in order to improve service delivery, environmental services and overall civic engagement.

**ANALYSIS**

The following amendments to the current contract with Athens Services, as detailed in Attachment B, are as follows:

1. Amend language pertaining to Special Refuse Collection to delete the reference to televisions sets since these units are more properly defined as e-waste.
2. Amend the collection of fee for Construction and Demolition Waste/Special Refuse bins from $200 to $100 consistent with the recent adoption of a fee adjustment by the City Council.
3. Expand Christmas tree recycling from the first and second Saturday to the entire month of January.
4. Expand the Special Refuse Collection (a.k.a. bulky item pickup) from 1 to 2 events per year. The events will take place in May and September.
5. Amend language in Section 8 regarding refuse and recyclable collection services to City-owned refuse containers to increase the number of locations and the number of containers.
6. Amend e-waste collection by eliminating the drop-off at City Hall and establish four e-waste events per calendar year in the months of January, May, September and November that shall include collection of water based paints and universal waste in accordance with all applicable local, state and federal regulations. The e-waste events in May and September may be added to the Special Refuse Collection events in order to provide a curbside option for the collection of e-waste.
7. Amend language in Section C Summary of Additional Services to add a level of consistency and clarification to services provided.
   - Eliminate reference to curbside composting since this service was never requested or utilized.
   - Eliminate reference to school district since service is provided by a different waste hauler.
   - Maintain sharps collection program but eliminate reference to curbside.
   - Clarify reference to curbside pickup of household hazardous waste.
   - Amend compost giveaway event from 4 to one consistent with current practice.
   - Eliminate tree donation program.
   - Modify corporate philanthropy.

The proposed amendments represent collaborative efforts by the City and Athens Services to reduce waste diversion from landfills, increase user friendly recycling programs, and reduce greenhouse gas emissions to the fullest extent practical. The primary enhancements are related to the second Special Refuse Collection, the four e-waste events and the expansion of city-owned containers to be serviced.
NOTIFICATION

Notification of this item on the City Council’s agenda has been provided to Athens Services as well as noticed according to the City’s standard practices.

FISCAL IMPACT

The proposed amendments will have no fiscal impact on the current agreement.

ALTERNATIVES AVAILABLE TO COUNCIL

1. Approve the first amendment to the existing agreement for refuse, recycling, disposal and street sweeping services between the City of Palos Verdes Estates and Arakelian Enterprises, Inc. dba Athens Services.

2. Approve staff’s recommendation, with modifications and/or additional conditions.

3. Continue to contract with Athens Services with no amendments to the contract.

4. Request additional information and provide direction to staff.

RECOMMENDATION

It is recommended that the City Council approve the first amendment to the existing agreement for refuse, recycling, disposal and street sweeping services between the City of Palos Verdes Estates and Arakelian Enterprises, Inc. dba Athens Services.

ATTACHMENTS

A – First Amendment to the Agreement

B – Redlined Version of Proposed Amendments

C – Current contract agreement between the City and Arakelian Enterprises, Inc. dba Athens Services dated April 24, 2012
AMENDMENT NO. 1 TO THE AGREEMENT FOR REFUSE AND RECLYING COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL SERVICES BETWEEN THE CITY OF PALOS VERDES ESTATES, CALIFORNIA AND ARAKELIAN ENTERPRISES, INC., DBA ATHENS SERVICES

THIS FIRST AMENDMENT ("Amendment") to the Agreement for Refuse and Recycling Collection, Transportation, Processing and Disposal Services (the "Agreement") is made and entered into this day of ___ 2016, by and between the CITY OF PALOS VERDES ESTATES, a general law city and municipal corporation ("CITY"), and Arakelian Enterprises, Inc., dba Athens Services (hereafter the "Contractor"), a Corporation.

1. RECITALS. This Amendment is made with reference to the following facts and objectives:

   A. On April 24th, 2012, the CITY and Contractor entered into an agreement for the collection, transportation, processing recycling and disposal of solid waste in the City. The Agreement gives the Contractor the exclusive right to pick up refuse from single family homes in all locations within the City;

   B. This Amendment clarifies the additional refuse and recyclables materials collection services to be provided under the Agreement, reduces the fee structure for refuse bins, and provides a summary of street sweeping services provided under the Agreement;

   C. CITY and the CONSULTANT now mutually desire by this Amendment No. 1 to the Agreement ("Amendment") to amend the terms of the Agreement.

2. AMENDMENT. In consideration of the foregoing and pursuant to Section 8 of the Agreement, the Agreement is amended as follows:

   A. Section 1, entitled "Definitions," is amended in part to read as follows:

   "Special Refuse" shall mean furniture, appliances, water heater tanks, refrigerators, stoves, davenports, sinks, lawn furniture, doors, windows, screens, mattresses, beds, rugs, and pads, which are incidental to family living and which may exceed sixty (60) pounds in weight and/or forty-eight (48) inches in length. This does not include Construction and Demolition Waste."

   B. Subsection F of Section 5, entitled "Construction and Demolition Waste/Special Refuse Bins," is amended to read as follows:

   "F. Construction and Demolition Waste/Special Refuse Bins

   CONTRACTOR shall have the exclusive right to locate Bins for Construction and Demolition Waste and Special Refuse. Bins shall be located at least four (4) feet behind the
edge of pavement whenever possible. Bins may be located on the street pavement provided all of the following conditions are met:

a) Placement behind the edge of pavement is not feasible.
b) The Bin shall not exceed one-quarter (1/4) of the width of the paved street.
c) The street slope does not exceed ten percent (10%).
d) Three (3) yard Bins may not be located on the pavement adjacent to any residence.
e) Placement of the Bin will not create a traffic hazard.
f) A Bin shall not be located on the street for more than six (6) months within any twelve (12) month period.

Every Bin utilized within City Limits shall be maintained to the standards dictated in this Agreement and in the Palos Verdes Estates Municipal Code. At no time shall any Bin with graffiti on it be located within the City Limits. If CITY notifies CONTRACTOR of the presence of graffiti on a Bin located within the City limits, CONTRACTOR shall eliminate the graffiti within twenty-four (24) hours. If the graffiti is not eliminated as specified, CONTRACTOR shall pay to CITY the sum of Five Hundred Dollars ($500) per day for each Bin on which graffiti is present as liquidated damages for violation of CONTRACTOR’s obligation to eliminate such graffiti. The Parties agree that the damages incurred by CITY in said circumstances include aesthetic damages which are therefore uncertain and impracticable or extremely difficult to fix and that said sum represents the amount the Parties have agree is the result of their reasonable endeavor to estimate the compensation due CITY in such circumstances.

CONTRACTOR may charge the user of any Bin an amount to be determined by the CITY. The schedule of approved charges shall be determined by the City Manager based on an average of rates charged for similar facility by solid waste transporters on the Palos Verdes Peninsula or within a reasonable distance thereof, as determined by the City Manager, which survey shall be up-dated on an annual basis. To compensate the CITY for Bins located on the street pavement, CONTRACTOR shall collect from the customer requesting such Bin an additional charge of One Hundred Dollar ($100), which shall be remitted to CITY.

On a monthly basis, CONTRACTOR shall submit a list to CITY of Bins delivered and picked up, specifying the address and whether the Bin was placed on the pavement or behind the pavement. At that time, CONTRACTOR shall also submit payment to CITY for Bins placed on the street during the past month.

Construction Waste shall be disposed of at a recovery facility which is permitted by the Integrated Waste Management Board. At least fifty percent (50%) of all construction waste collected by CONTRACTOR shall be recycled.”

C. Subsection B of Section 8, entitled “Christmas Tree Recycling,” is amended to read as follows:
"B. Christmas Tree Recycling

CONTRACTOR agrees to ensure that Christmas trees collected are properly shredded for compost or landfill cover purposes. The trees shall be picked up citywide during the entire month of January following December 31st of each year. CONTRACTOR shall promote Christmas tree recycling."

D. Subsection C of Section 8, entitled “Special Refuse Collection,” is amended to read as follows:

"C. Special Refuse Collection

CONTRACTOR shall provide for a special cleanup twice in each calendar year, at no additional charge to residential customers or CITY. At such time, CONTRACTOR shall collect, transport, and dispose of all Special Refuse presented at the curb for removal. The special cleanup day shall be scheduled on a Saturday in May and September, subject to the approval of the City Manager. To the extent feasible, CONTRACTOR shall schedule an E-waste collection to coincide with the special cleanup day. CONTRACTOR shall provide written notice to CITY and residential customers of the date of the special cleanup not less than four (4) weeks prior to such date. In addition, residential customers may make arrangements with CONTRACTOR for the collection of Special Refuse on an as-needed basis, at an additional cost to the residential customer to be determined by CONTRACTOR."

E. Subsection D of Section 8, entitled “City-Owned Refuse Containers,” is amended to read as follows:

"D. City-Owned Refuse Containers

CONTRACTOR agrees to service Containers and dumpsters owned by CITY at no cost to CITY pursuant to the schedule set for the in the Subsection D. CONTRACTOR shall provide and use plastic liners in all City-owned Containers (except three (3) and eight (8) yard dumpsters). CONTRACTOR shall be responsible for maintaining the exterior of the containers in a neat and clean condition to the satisfaction of the CITY.

CITY-owned Containers placed at the following locations shall be serviced before 11:00 AM on every Monday, Tuesday, Wednesday, Thursday and Friday:

1. Malaga Cove Plaza area (11 Containers)
2. Lunada Bay Commercial area (7 Containers)

CITY owned Containers placed at the following locations shall be serviced before 11:00 AM on every Monday, Wednesday, and Friday:

1. Palos Verdes Estates Memorial Garden (42 Containers)
2. From Malaga Cove School area to 800 block of Paseo Del Mar (21 Containers)
3. From Bluff Cove Parking Lot to 3000 block of Paseo Del Mar (10 Containers) and
   Bluff Cove Open Space Area (8 Containers)
4. Punta Place (1 Container)
5. George Allen Ball field (2 Containers)
6. City Hall Parking Garage (Two 3-yard dumpster for Mixed Materials, one 3-
   yard dumpster for metal waste,
7. City entrance at Via Rosa (2 Containers)
8. Torrance boundary strip – Via Alamdea, Via Colusa, Via Ardilla, and Via
   Verderol (4 Containers)
9. Via Tejon Cul De Sac (1 Container)
10. Tejon Place Cul De Sac (1 Container)
11. Adjacent to Palos Verdes High School (3 Containers)
12. Palos Verdes Drive West at Via Coronel (1 Container)
13. Lunada Bay Park (2 Containers), Via Carillo Park (2 Containers), and
    Farnham Martin’s Park (2 Containers). Additional containers or bins to be
    provided to support special events (e.g. Summer Concerts) in Farnham
    Martin’s Park.
14. Paseo La Cresta Median (3 Containers)
15. Palos Verdes Drive West and Palos Verdes Drive North Medians (6
    Containers)
16. Paseo Lunada at Via Rivera (1)
17. Palos Verdes Intermediate School at Via Olivera (1 Container)
18. Via Campesina at Bridge (1 Container)
19. Paseo Del Sol at 2900 Block (1 Container)
20. An additional 5 Containers at locations to be determined.”

F. Subsection G of Section 8, entitled Household Hazardous Waste (“HHW”), E-Waste,
   and Universal Waste,” is amended to read as follows:


   At all times during the term of this Agreement, CONTRACTOR shall provide
   contact information regarding HHW and E-Waste including-the Los Angeles County
   Department of Public Works HHW Cleanup events.

   CONTRACTOR shall support four e-waste collection events per calendar year in
   the months of January, May, September and November that shall include collection of water
   based paints and universal waste in accordance with all applicable local, state and federal
   regulations. The e-waste collection events may be combined with one or both Special
   Refuse Collection events.

   CONTRACTOR will remove or cause to be removed all E-waste and Universal
   Waste collected at City Hall on a weekly or less-frequent basis as allowed by the CITY.
CONTRACTOR shall remove or cause to be removed all HHW as collected at City Hall on a monthly basis.”

G. Exhibit C to the Agreement, entitled “Summary of Additional Services,” is amended in its entirety to read as follows:

“EXHIBIT C

SUMMARY OF ADDITIONAL SERVICES

A. City wide street sweeping services in the residential and commercial areas providing the City with a minimum of the same street sweeping services that the City is currently receiving. Athens owns and operates a large fleet of clean air sweeping vehicles that provides citywide street sweeping services to over 24 cities.

B. In conjunction with the regular street sweeping services above, we will provide Special Event sweeping so that the City will have an on-call environmental solution that is fully integrated to ensure that all waste, whether in a barrel or in the gutter, is picked up.

C. Continued sidewalk cleaning at the Lunada Bay and Malaga Cove in the form of pressure washing and steam cleaning (please see the attached pages in our City Council presentation).

D. Continued cleaning and sanitizing of City bins in the commercial areas.

E. Athens is an experiences waste and recycling company that understands the unique requirements for providing exclusive Backyard Services for Palos Verdes Estates. Over 40% of the houses we serve in Palos Verdes Estates do not place their waste and recycling containers at the street level, which is required by the municipal code. However, we will continue to provide extraordinary backyard service to 100% of the houses in the City.

F. We will provide an after-hours phone line, as well as a list of emergency contact numbers of Athens personnel, for City Council and Staff members to utilize for waste or sweeping emergencies and we commit that we will respond to those emergencies in one hour and take care of the situation quickly at that time. We are able to do this as we have Athens staff and Company vehicles that reside near the City of Palos Verdes Estates and can respond quickly to the phone call and to the emergency site.

G. We will provide a unique, interactive, and customer friendly Palos Verdes Estates webpage on our newly revamped AthensServices.com website. Residents and commercial customers will be able to utilize this webpage to assist them with waste
and recycling needs, pay bills on-line, monitor upcoming special City events related to Athens Services, and learn more about recycling and re-use, composing, E-waste, household hazardous waste, sharps waste, and many other informative items.

H. While in the commission of their solid waste services, our drivers have been trained to report suspicious neighborhood activities to supervision who will in turn work with local authorities as additional “Eyes on the Neighborhood”, similar to neighborhood watch programs. Athens drivers are very familiar with their Palos Verdes Estates routes as well as the daily activities of the neighborhoods they services.

I. We will provide expert speakers for school assemblies and science classes, and educate our next generation about the virtues of recycling and composting.

J. We will engage the millennial generation and beyond via our critically acclaimed @AthensServices Twitter handle, which covers environmental and local community news. We will also offer social media consultation to any Palos Verdes Estates based organizations.

K. Curbside E-waste pickup. We will provide highly customized E-waste pickup for Palos Verdes Estates residents who call our customer service number just as if they were calling for bulky item pickup. (Current charges and parameters apply).

L. Sharps Collection Program. We will assess the community’s needs and implement a sharps and needles collection program that will be conveniently and safely handled through the mail using a special sharps mail-in disposal kit. (No charge for the process. Nominal charge for kit and mailing.)

M. Athens will support an annual Household Hazardous Waste (HHW) event curbside for collection and disposal of light bulbs, oil, paint (including water based) and antifreeze in the spring or fall of every year for a fee of $35 per home. A four-week notice is to be distributed to residents who shall call in to the Athens HHW line to schedule collection services.

N. We will provide a 25% Military Discount on all waste services provided by Athens to honor those Palos Verdes Estates men and women who service our country in uniform.

O. Battery Recycling program. We will provide special boxes for collection of used batteries to be placed at City Hall and other key locations throughout the city.
P. Community Shred Day. We will provide an annual Community Shred Day where residents and commercial customers can come to a designated site to dispose of their documents. We will properly shred all documents and ensure that the resulting product is recycled.

Q. We will provide an annual compost giveaway to be held in the spring or fall of every year with a second compost event to be scheduled upon mutual agreement between the City and Contractor.

R. We will provide educational tours of our MRF and/or video lectures of our facilities and our compost site, American Organics, for community groups.

S. We will provide a dedicated Customer Service Representative focused on providing support for construction projects and builders relating to C&D material and other disposal and recycling matters.

T. We will provide, when requested by the City, the capability of distributing semi-annual waste and recycling inserts, or any other City material on a quarterly basis along with our invoices.

U. We will make available guest speakers and provide assistance in writing material for the City on the various aspects of recycling and composting.

V. We will work with City Staff and Elected Officials to participate in the following:
   1) Town hall type outreach meetings to provide interactive face to face discussions on environmentally sensitive issues.
   2) Backyard composting and gardening workshops with nutritional experts
   3) Community re-use classes to educate residents on how they can re-use more of and dispose of less waste.
   4) Recycling drives and other programs in an attempt to reach out to other communities in need
   5) Community disaster and emergency preparedness classes for all residents
   6) City’s Earth Day and Energy Environmental EXPO.

W. We will provide the City Council with regular updates on government actions that impact the City.

X. We will continue to provide Corporate Philanthropy and Community Support:
   1) Lion Steve Nollner (Swing “Fore” Sight – Hole Sponsor)
   2) Lunada Bay Little League
   3) Lunada Bay Christmas Lights
   4) Peninsula High School Black & Gold Affaire
   5) Palos Verdes Estates Lions Club Foundation.”
3. **COUNTERPARTS.** This Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.

4. **LIMITED AMENDMENT.** Except as modified by this Amendment, all other terms and conditions of the Agreement, as amended by Amendment No. 1, remain in full force and effect. In the event of a conflict between this Amendment and the Agreement, the provisions of the Agreement control.

This Amendment is executed on and shall become effective this _________ day of January, 2016, at Palos Verdes Estates, California.

CITY OF PALOS VERDES ESTATES

________________________________________
JAMES F. GOODHART, Mayor

ATTEST:

________________________________________
Vickie Kroneberger, City Clerk

APPROVED AS TO FORM:

________________________________________
Christi Hogin, City Attorney

ARAKELIAN ENTERPRISES, INC., DBA ATHENS SERVICES

By: _____________________________________
    Ron Arakelian, III
    Chief Executive Officer
ATTACHMENT B

The following changes are proposed to the First Amendment to the Agreement with Arakelian Enterprises, Inc., DBA Athens Services.

Language to be deleted is shown in a strike-out format.

Language to be added is underlined.

1. Amend Section 1, Definitions (SP-4) to change the definition of Special Refuse as follows:

   "Special Refuse" shall mean furniture, appliances, television sets, water heater tanks, refrigerators, stoves, davenports, sinks, lawn furniture, doors, windows, screens, mattresses, beds, rugs, and pads, which are incidental to family living and which may exceed sixty (60) pounds in weight and/or forty-eight (48) inches in length. This does not include Construction and Demolition Waste.

2. Amend Section 5, Construction and Demolition Waste/Special Refuse Bins (SP-11) as follows:

   CONTRACTOR may charge the user of any Bin an amount to be determined by the CITY. The schedule of approved charges shall be determined by the City Manager based on an average of rates charged for similar facility by solid waste transporters on the Palos Verdes Peninsula or within a reasonable distance thereof, as determined by the City Manager, which survey shall be up-dated on an annual basis. To compensate the CITY for Bins located on the street pavement, CONTRACTOR shall collect from the customer requesting such Bin an additional charge of Two One Hundred Dollar ($200 $100), which shall be remitted to CITY.

3. Amend Section 8 Additional Refuse and Recyclables Materials Collection Services to City (SP-13) B Christmas Tree Recycling as follows:

   B. Christmas Tree Recycling

   CONTRACTOR agrees to ensure that Christmas trees collected are properly shredded for compost or landfill cover purposes. The trees shall be picked up citywide on the first and second Saturdays during the entire month of January following December 31st of each year. CONTRACTOR shall promote Christmas tree recycling.

4. Amend Section 8 Additional Refuse and Recyclables Materials Collection Services to City (SP-13) C Special Refuse Collection as follows:
C. Special Refuse Collection

CONTRACTOR shall provide for a special cleanup once twice in each calendar year, at no additional charge to residential customers or CITY. At such time, CONTRACTOR shall collect, transport, and dispose of all Special Refuse presented at the curb for removal. The special cleanup day shall be scheduled on one a Saturday in March, April, or May and September, subject to the approval of the City Manager. To the extent feasible, CONTRACTOR shall schedule an E-waste collection to coincide with the special cleanup day. CONTRACTOR shall provide written notice to CITY and residential customers of the date of the special cleanup not less than four (4) weeks prior to such date. In addition, residential customers may make arrangements with CONTRACTOR for the collection of Special Refuse on an as-needed basis, at an additional cost to the residential customer to be determined by CONTRACTOR.

5. Amend Section 8 Additional Refuse and Recyclables Materials Collection Services to City (SP-14) D City-Owned Refuse Containers as follows:

CONTRACTOR agrees to service Containers and dumpsters owned by CITY at no cost to CITY pursuant to the schedule set for the in the Subsection D. CONTRACTOR shall provide and use plastic liners in all City-owned Containers (except three (3) and eight (8) yard dumpsters). CONTRACTOR shall be responsible for maintaining the exterior of the containers in a neat and clean condition to the satisfaction of the CITY.

CITY-owned Containers placed at the following locations shall be serviced before 11:00 AM on every Monday, Tuesday, Wednesday, Thursday and Friday:

1. Malaga Cove Plaza area (11 Containers)
2. Lunada Bay Commercial area (7 Containers)

CITY owned Containers placed at the following locations shall be serviced before 11:00 AM on every Monday, Wednesday, and Friday:

1. Palos Verdes Estates Memorial Garden (+ 2 Containers)
2. From Malaga Cove School area to 800 block of Paseo Del Mar (21 Containers)
3. From Bluff Cove Parking Lot to 3000 block of Paseo Del Mar (10 Containers) and Bluff Cove Open Space Area (8 Containers)
4. Punta Place (1 Container)
5. George Allen Ball field (2 Containers)
6. City Hall Parking Garage (One Two 3-yard dumpster for Refuse Mixed Materials, one 3-yard dumpster for recyclable mixed paper metal waste, one 95-gallon cart for recyclable newspaper, one 95-gallon cart for rigid containers)
7. Palos Verdes Stable (one 8-yard dumpster)
8. City entrance at Via Rosa (2 Containers)
9. Torrance boundary strip – Via Alamdeia, Via Colusa, Via Ardilla, and Via Verderol (4 Containers)
10. Via Tejon Cul De Sac (1 Container)
11. Tejon Place Cul De Sac (1 Container)
12. Adjacent to Palos Verdes High School (3 Containers)
13. Palos Verdes Drive West at Via Coronel (1 Container)
14. Lunada Bay Park (2 Containers), Via Carillo Park (2 Containers), and Farnham Martin's Park (3 Containers). Additional containers or bins to be provided to support special events (e.g. Summer Concerts) in Farnham Martin's Park.
15. Paseo La Cresta Median (3 Containers)
16. Palos Verdes Drive West and Palos Verdes Drive North Medians (6 Containers)
17. Paseo Lunada at Via Rivera (1)
18. Palos Verdes Intermediate School at Via Olivera (1 Container)
19. Via Campesina at Bridge (1 Container)
20. Paseo Del Sol at 2900 Block (1 Container)
21. An additional 5 Containers at locations to be determined.

6. Amend Section 8 Additional Refuse and Recyclables Materials Collection Services to City (SP-15) G Household Hazardous Waste ("HHW"), E-Waste, and Universal Waste as follows:

G. Household Hazardous Waste ("HHW"), E-Waste, and Universal Waste

At all times during the term of this Agreement, CONTRACTOR shall provide a toll free number that will dispense contact information regarding HHW and E-Waste including available disposal sites or events. CONTRACTOR agrees to cooperate fully with the Los Angeles County Department of Public Works HHW Cleanup events. CONTRACTOR agrees to provide an attended drop off center for water based paints not less than one (1) time per month, on Saturday, from 8:00 a.m. to 12 noon, at a site to be specified by CITY.

CONTRACTOR shall support four e-waste collection events per calendar year in the months of January, May, September and November that shall include collection of water based paints and universal waste in accordance with all applicable local, state and federal regulations. The e-waste collection events may be combined with one or both Special Refuse Collection events.

CONTRACTOR will remove or cause to be removed all E-waste and Universal Waste collected at City Hall on a weekly or less-frequent basis as allowed by the CITY. CONTRACTOR shall remove or cause to be removed all HHW as collected at City Hall on a monthly basis.

7. Amend Exhibit C Summary of Additional Services as follows:

A. City wide street sweeping services in the residential and commercial areas providing the City with a minimum of the same street sweeping services that the City is currently receiving. Athens owns and operates a large fleet of clean air sweeping vehicles that provides citywide street sweeping services to over 24 cities.
B. In conjunction with the regular street sweeping services above, we will provide Special Event sweeping so that the City will have an on-call environmental solution that is fully integrated to ensure that all waste, whether in a barrel or in the gutter, is picked up.

C. Continued sidewalk cleaning at the Lunada Bay and Malaga Cove in the form of pressure washing and steam cleaning (please see the attached pages in our City Council presentation).

D. Continued cleaning and sanitizing of City bins in the commercial areas.

E. Athens is an experiences waste and recycling company that understands the unique requirements for providing exclusive Backyard Services for Palos Verdes Estates. Over 40% of the houses we serve in Palos Verdes Estates do not place their waste and recycling containers at the street level, which is required by the municipal code. However, we will continue to provide extraordinary backyard service to 100% of the houses in the City.

F. We will provide an after-hours phone line, as well as a list of emergency contact numbers of Athens personnel, for City Council and Staff members to utilize for waste or sweeping emergencies and we commit that we will respond to those emergencies in one hour and take care of the situation quickly at that time. We are able to do this as we have Athens staff and Company vehicles that reside near the City of Palos Verdes Estates and can respond quickly to the phone call and to the emergency site.

G. We will provide a unique, interactive, and customer friendly Palos Verdes Estates webpage on our newly revamped AthensServices.com website. Residents and commercial customers will be able to utilize this webpage to assist them with waste and recycling needs, pay bills on-line, monitor upcoming special City events related to Athens Services, and learn more about recycling and re-use, composting, E-waste, household hazardous waste, sharps waste, and many other informative items.

H. Optional "Curbside Composting"—Organies recycling pilot program. Similar to what we have done in the City of Redondo Beach, the curbside composting green barrel has been the envy of municipal solid waste programs and allows residents to place their food waste in the same container as their green waste, which is taken to our composting facility for increased City diversion.

I. While in the commission of their solid waste services, our drivers have been trained to report suspicious neighborhood activities to supervision who will in turn work with local authorities as additional “Eyes on the Neighborhood”, similar to neighborhood watch programs. Athens drivers are very familiar with their Palos Verdes Estates routes as well as the daily activities of the neighborhoods they services.

J. We will provide expert speakers for school assemblies and science classes, and educate our next generation about the virtues of recycling and composting.

K. Working with the school districts, we will implement a recycling program for schools with payback so the schools immediately reap the benefits of their hard work.

L. We will engage the millennial generation and beyond via our critically acclaimed @AthensServices Twitter handle, which covers environmental and local community
news. We will also offer social media consultation to any Palos Verdes Estates based organizations.

M. Curbside E-waste pickup. We will provide highly customized E-waste pickup for Palos Verdes Estates residents who call our customer service number just as if they were calling for bulky item pickup. (Current charges and parameters apply).

N. Curbside Sharps Collection Program. We will assess the community’s needs and implement a sharps and needles collection program that will be conveniently and safely handles through the mail using a special sharps mail-in disposal kit. (No charge for the process. Nominal charge for kit and mailing.)

O. Curbside Household Hazardous Waste (HHW) program. We will provide pickup and proper disposal of Compact-Fluorescent Lamps (CFL), used oil, old paint, and other HHW items. Residents simply call our customer service number to schedule a HHW pickup. (Subject to inspection and quantity). Athens will support an annual Household Hazardous Waste (HHW) event curbside for collection and disposal of light bulbs, oil, paint (including water based) and antifreeze in the spring or fall of every year for a fee of $35 per home. A four-week notice is to be distributed to residents who shall call in to the Athens HHW line to schedule collection services.

P. We will provide a 25% Military Discount on all waste services provided by Athens to honor those Palos Verdes Estates men and women who service our country in uniform.

Q. Battery Recycling program. We will provide special boxes for collection of used batteries to be placed at City Hall and other key locations throughout the city.

R. Community Shred Day. We will provide an annual Community Shred Day where residents and commercial customers can come to a designated site to dispose of their documents. We will properly shred all documents and ensure that the resulting product is recycled.

S. We will provide quarterly compost giveaways to residents where Athens will provide compost and soil amendments at a key location where residents and businesses may obtain compost for their gardens. We are the leader in the industry in organizing and hosting compost giveaway events to engage the community in the benefits of compost in organic gardening — just another way we are helping to keep Palos Verdes Estates “Clean and Green”. We will provide an annual compost giveaway to be held in the spring or fall of every year with a second compost event to be scheduled upon mutual agreement between the City and Contractor.

T. Annual Tree Donation program to the city in coordination with the City’s Arbor Day Celebration.

U. We will provide educational tours of our MRF and/or video lectures of our facilities and our compost site, American Organics, for community groups.

V. We will provide a dedicated Customer Service Representative focused on providing support for construction projects and builders relating to C&D material and other disposal and recycling matters.
W. We will provide, when requested by the City, the capability of distributing semi-annual waste and recycling inserts, or any other City material on a quarterly basis along with our invoices.

X. We will make available guest speakers and provide assistance in writing material for the City on the various aspects of recycling and composting.

Y. We will work with City Staff and Elected Officials to participate in the following:
1) Town hall type outreach meetings to provide interactive face to face discussions on environmentally sensitive issues.
2) Backyard composting and gardening workshops with nutritional experts
3) Community re-use classes to educate residents on how they can re-use more of and dispose of less waste.
4) Recycling drives and other programs in an attempt to reach out to other communities in need
5) Community disaster and emergency preparedness classes for all residents
6) City's Earth Day and Energy Environmental EXPO.

Z. We will provide the City Council with regular updates on government actions that impact the City.

AA. We will continue to provide Corporate Philanthropy and Community Support:
1) Lion Steve Nollner (Swing “Fore” Sight – Hole Sponsor)
2) Lunada Bay Little League
3) Lunada Bay Homeowners Association Earth Day Event
4) Lunada Bay Christmas Lights
5) Peninsula High School Black & Gold Affaire
6) Palos Verdes Estates Lions Club Foundation
7) Four (4) $500.00 scholarships for high school programs that interact with the students in poster contests reflecting Green and Environmental ideals.
AGREEMENT FOR REFUSE AND RECYCLING COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL SERVICES BETWEEN THE CITY OF PALOS VERDES ESTATES, CALIFORNIA AND ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES

THIS AGREEMENT is made this 24th day of April 2012, between the City of Palos Verdes Estates, a municipal corporation, hereinafter referred to as "CITY" and Arakelian Enterprises, Inc. DBA Athens Services, a Corporation, hereinafter referred to as “CONTRACTOR.” CITY and CONTRACTOR are each hereinafter referred to as a “Party” and collectively as the “Parties.”

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939") established a solid waste management process which requires cities and other local jurisdictions to implement plans for source reduction, reuse, and recycling as integrated waste management practices; and

WHEREAS, the Public Resources Code, including § 40059, provides that aspects of solid waste handling of local concern include, but are not limited to, frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, locations, and extent of providing solid waste services, and whether the services are to be provided by means of nonexclusive, partially exclusive, or wholly exclusive franchise, contract, license, or otherwise which may be granted by local government under terms and conditions prescribed by the governing body of the local agency; and

WHEREAS, CITY and CONTRACTOR are mindful of the provisions of the laws governing the safe collection, transport, recycling, and disposal of solid waste, including AB 939, 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.; and

WHEREAS, CONTRACTOR has represented and warranted to CITY that it has the experience, responsibility and qualifications to conduct recycling programs under AB 939, to assist the CITY in meeting CITY’s other requirements under AB 939, and 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

WHEREAS, the Parties hereto desire to provide for a method of reasonable increases or decreases in rates as they may be justified during the life of this Agreement; and

WHEREAS, it is the intent of this Agreement to give CONTRACTOR the exclusive right to pick up refuse from single family homes in all locations within the boundaries of the City of Palos Verdes Estates; and
WHEREAS, it is the goal of CITY to maximize both the level of participation in its recycling programs and the amount of material diverted from the waste stream for recycling, so as to meet its waste diversion obligations under AB 939, and it is anticipated that CONTRACTOR will take a leadership role in assuring the success of CITY’s recycling program.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. **Definitions**

The following terms shall have the meanings set forth in this Section unless the context clearly requires otherwise.

"Biohazardous Waste" shall mean those materials defined as biohazardous waste in California Health and Safety Code Section 25020.5, as amended from time to time.

"Bins" shall mean those vessels used for the storage and ultimate collection of Construction Waste or Special Refuse which are provided by CONTRACTOR pursuant to the provisions of Subsection F of Section 5 of this Agreement.

"CITY" shall mean the City of Palos Verdes Estates, California.

"CONTRACTOR" shall mean Arakelian Enterprises, Inc. DBA Athens Services, or its successor in interest approved by CITY pursuant to the terms of this Agreement.

"Construction and Demolition Waste" shall mean construction, demolition or industrial waste materials such as plaster, lumber, bricks, tiles, or fixtures, resulting from building construction, demolition, alterations, or manufacturing processes relating to construction of a Single Family Dwelling when: (i) in excess of sixty (60) pounds in total weight regardless of how contained, or (ii) sixty (60) pounds or less in total weight but not contained in a Container.

"Containers" shall mean those vessels used for the storage and ultimate collection of Refuse, Green Waste, and/or Recyclables. Plastic bags may be used if properly tied or otherwise secured, and of sufficient durability to contain the materials therein, provided, however, that Containers for the storage and ultimate collection of Green Waste and Recyclables shall be provided by CONTRACTOR as set forth in Section 7 of this Agreement.

"E-Waste" shall mean consumer and business electronic equipment that is near or at the end of its useful life.

"Green Waste" shall mean grass clippings, shrubbery trimmings, branches, cuttings, and brush, separated from all other refuse, whether in specially designated
Containers or tied securely in bundles by means of heavy twine or rope, provided such bundles do not exceed forty-eight (48) inches in length and sixty (60) pounds in weight.

“Hazardous Waste” shall mean any substance or material which is regulated by the United States government, the State of California, or any local or other governmental entity having jurisdiction (collectively, a “Governmental Entity”) and determined by such Governmental Entity to be capable of posing a risk of injury to public health and safety, including, without limitation, any flammable explosives, radioactive materials, asbestos, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous substances as that term is defined in 42 U.S.C. Section 9601 (14), as amended from time to time, materials which would qualify as “designated waste” under Title 23 California Code of Regulations § 2522, as amended from time to time, Biohazardous Waste, and any other wastes which are not Nonhazardous Solid Waste.

“Miscellaneous Refuse” shall mean newspapers, magazines, and flattened cartons tied securely in bundles by means of heavy twine or rope, provided such bundles shall not exceed forty-eight (48) inches in length and sixty (60) pounds in weight; and domestic items not suitable for Containers, but weighing less than sixty (60) pounds and less than forty-eight (48) inches in length, including but not limited to bundled up rugs, carpets, bicycles, toys, etc. Hazardous Material shall not be included within any Miscellaneous Refuse except for such de minimum amounts as are commonly present in the refuse remaining in the waste stream from a Single Family Dwelling.

“Nonhazardous Solid Waste” shall means all materials which would qualify as nonhazardous solid waste under Title 23 California Code of Regulations § 2523, as amended from time to time.

“Recyclable” or “Recyclable Material” shall mean those commodities which are to be collected by CONTRACTOR and resold pursuant to the terms and conditions of this Agreement. Recyclable Materials shall initially include those materials designated for collection as set forth in Subsection C of Section 7 of this Agreement, which designation may be amended from time to time by mutual agreement of CITY and CONTRACTOR.

“Refuse” shall mean all Nonhazardous Solid Waste from and incidental to the use of a Single Family Dwelling, whether such use be residential or commercial if otherwise permitted under the laws of the City, including, but not limited to, newspapers, magazines, wrappings, discarded clothing, empty packing cases, packing materials such as paper, hay, straw, shavings, excelsior, metals, bottles, ashes, broken glass, garbage, garden and yard trimmings, leaves, and other household refuse materials, but shall not include any dead animal, dirt, earth, Hazardous Waste, except as set forth in this definition, Biohazardous Waste, or Construction Waste. Green Waste, Miscellaneous Refuse and Special Refuse shall be included in this definition of Refuse except to the extent specifically referred to in any provision of this Agreement. Notwithstanding any provision of this Agreement to the contrary, Refuse may include de minimus
concentrations of Hazardous Waste of a type, nature, quantity, amount or concentration commonly present in the waste stream from a Single Family Dwelling following implementation of the program required by this Agreement for minimization and proper recycling, treatment, and disposal of Hazardous Waste.

"Services" shall mean all work, labor, materials, and supplies relating to or used in the collection, transport, processing, and disposal of any material by CONTRACTOR which is subject to the terms and conditions of this Agreement.

"Single Family Dwelling" shall mean each premises used for or designated as a single-unit residential dwelling.

"Special Refuse" shall mean furniture, appliances, television sets, water heater tanks, refrigerators, stoves, davenports, sinks, lawn furniture, doors, windows, screens, mattresses, beds, rugs, and pads, which are incidental to family living and which may exceed sixty (60) pounds in weight and/or forty-eight (48) inches in length. This does not include Construction and Demolition Waste.

"Universal Waste" shall mean "Universal Waste" means any of the following waste that are conditionally exempt from classification as hazardous wastes pursuant to Title 22 of the California Code of Regulations (22 CCR), section 66261.9: (i) batteries as described in 22 CCR section 66273.2; (ii) thermostats as described in 22 CCR section 66273.4; (iii) lamps as described in 22 ccr section 66273.5; and (iv) cathode rate tube materials as described in 22 CCR section 66273.6.

2. **Term of Agreement**

The term of this agreement shall commence on the July 1, 2012 and terminate on June 30, 2019.

The agreement may be extended at the sole discretion of the City Council for a period up to three years. If extended, all terms of this agreement will continue under the extension.

3. **Authority Granted to CONTRACTOR**

Except as explicitly set forth in this Agreement, CITY grants to CONTRACTOR the exclusive right, authority, and privilege to collect, transport, process, and dispose of (1) Refuse and Recyclable Materials produced, kept, or accumulated at every Single Family Dwelling located within the corporate limits of the City of Palos Verdes Estates (the “City Limits”), and (2) Construction Waste generated by the construction or alteration of a Single Family Dwelling within the City Limits.

Notwithstanding the foregoing, the right, authority, and privilege granted to CONTRACTOR to collect, transport, process, and dispose of Recyclable Materials shall be non-exclusive so long as such actions are undertaken in connection with either (i) a
sale of Recyclable Materials which results in a net monetary payment to the producer of the Recyclable Materials; or (ii) a donation of Recyclable Materials by the producer thereof to a nonprofit or charitable organization. A discount or reduction in price for collection, disposal, and/or recycling services for any form of unsegregated or segregated Recyclable Materials shall not be deemed a sale or donation of Recyclable Materials which qualifies for this exception.

CITY shall provide assistance to CONTRACTOR in protecting its exclusive rights by adopting the appropriate ordinances or resolutions. CONTRACTOR shall inform CITY by written notice of any person known to it to be performing work which violates the exclusive rights granted to CONTRACTOR by this Agreement. CITY agrees to provide written notification to any person violating such exclusivity. Should further action be necessary to protect CONTRACTOR's exclusivity, CITY agrees to undertake such action, provided all costs and expenses thereof incurred by CITY shall be reimbursed by CONTRACTOR.

4. Workmanlike Services and Employee Conduct

CONTRACTOR agrees to perform the Services in a good, efficient and workmanlike manner, consistent with standards of performance commonly used in the industry, in accordance with the rules, regulations, and specifications set forth in this Agreement, and in compliance with all applicable CITY ordinances.

CONTRACTOR understands and agrees that it is acting on behalf of CITY in providing the Services and therefore agrees that it will direct its employees (i) to conduct themselves in accordance with the standards of conduct required of CITY employees and (ii) to utilize generally accepted public relations techniques in the performance of their duties under this Agreement. CONTRACTOR's employees shall be courteous, exercise due care, do their work without delay, minimize noise, and avoid damage to private property. In addition, CONTRACTOR's employees in the performance of their duties under this Agreement shall refrain from the use of profanity, loud talk, or boisterous conduct which may annoy householders, and all work shall be carried on with the least possible disturbance or annoyance to residents of the CITY.

In the performance of this Agreement, CONTRACTOR's employees shall close all gates that they open and shall replace all Containers upright, with lids on, in the location in which they were found. Containers and lids shall not be placed or thrown on streets, alleys, highways, parkland, or adjoining property. When on private property, CONTRACTOR’s employees shall follow the established pedestrian walkways and paths and shall not cross flower beds or go through hedges. CONTRACTOR shall not permit Containers to be thrown from the truck to the ground nor in any other way permit damage to occur by rough or improper handling thereof. All space around the Containers and the collection truck, whether private grounds, public streets, alleys, or parkland, shall be left free from solid waste spilled during collection. CONTRACTOR shall be responsible for removal of such spillage, but shall not be responsible for cleaning up conditions created otherwise.
CONTRACTOR shall be responsible for responding to and settling claims regarding damage to Containers or private property. CONTRACTOR shall be charged for any unreasonable damage to Containers, upon the determination of the City Manager or his designated representative that such damage was the responsibility of CONTRACTOR and in violation of the requirements of this Agreement.

In the event CONTRACTOR receives two (2) or more complaints from the occupant(s) of an individual residence regarding negligent or inadequate service, the resident shall be contacted directly by a supervisor employed by CONTRACTOR to resolve the issue.

If any person employed to perform collection work by CONTRACTOR is, in the opinion of CITY, in its reasonable judgment, determined to be incompetent or disorderly, or otherwise has failed to meet the standards set forth above, CITY shall, within six (6) working days of notice to the CITY of the incident, document the unsatisfactory conduct in writing and transmit the same to CONTRACTOR with a demand that such unsatisfactory action be corrected. If the unsatisfactory conduct is repeated, CITY may demand that the person be removed from all performance of work under this Agreement, provided such demand must be made in writing within six (6) working days of notice to CITY of the repeated misconduct on which it is based. In the event of persistent problems with unsatisfactory conduct from persons employed by CONTRACTOR, CITY may, in its sole discretion, provide notice in writing of its intent to terminate the agreement as a result of repeated unsatisfactory conduct. CONTRACTOR shall thereafter have thirty (30) days to take actions and/or adopt procedures to insure that the unsatisfactory conduct will not reoccur. CONTRACTOR shall, within such time, provide a written explanation to CITY of the actions and/or procedures implemented. If, in the judgment of CITY staff, the actions and/or procedures of CONTRACTOR are insufficient to prevent future unsatisfactory conduct, the matter shall be brought before the City Council. The City Council shall have final authority to decide whether the Agreement shall be terminated.

5. **Rules, Regulations and Specifications for Collection of Refuse and Recyclables.**

A. **Period of Collection**

All collections must be made between 7:00 A.M. and 7:00 P.M.

B. **Placing of Refuse and Recyclables**

CONTRACTOR understands and agrees that all Refuse and Recyclables shall be collected from an area on the premises that is reasonably concealed from neighborhood and public view.
CITY may review the location of CONTRACTOR-owned Bins at individual locations, and may require CONTRACTOR to place Bins in another area or manner.

C. Non-Collection of Refuse or Recyclables

CITY ordinances require that Green Waste be placed in Containers and kept free of any Refuse which cannot be classified as Green Waste. If Green Waste is contaminated with non-Green Waste, it will be reclassified as Refuse, and CONTRACTOR shall dispose of it as such. Should this occur, CONTRACTOR shall place a notice on the applicable Container referring to the specific problem, and the steps necessary to correct it.

Any Container that does not conform to the standards established under CITY ordinance or this Agreement by reason of original design or deterioration shall not be serviced and shall be so tagged. In the event that such Containers are subsequently used to store Refuse, CONTRACTOR shall do what is necessary to collect and dispose of same. A record shall be kept of all places where it becomes necessary to tag and collect such Containers.

When any Refuse or Recyclable is not collected by CONTRACTOR, CONTRACTOR shall leave a tag on the Container indicating the reason for refusal to collect, and giving reference to the ordinance or to the section of this Agreement which has been violated and which gives grounds for the refusal. This information shall be either in writing or by means of a check system. The tag shall carry the CONTRACTOR’s business name and telephone number and shall be securely fastened to the Container or the article refused. In the event CONTRACTOR fails to provide such notice, CONTRACTOR shall pay to CITY the sum of Fifty Dollars ($50) per notice as liquidated damages for each violation.

Should CONTRACTOR fail to collect and remove at the time required of CONTRACTOR any Refuse or Recyclables which are properly set out and in proper Containers, CITY shall notify CONTRACTOR of the missed collection. CONTRACTOR shall collect the Refuse or Recyclables within one working day of such notice. In the event CONTRACTOR fails to collect the Refuse or Recyclables after any such notice, CONTRACTOR shall pay to CITY the sum of Fifty Dollars ($50) per notice as liquidated damages for violation of CONTRACTOR’s obligation to make timely collection. The Parties agree that the damages incurred by CITY in said circumstance include the potential for detriment to the public health, safety and welfare and are therefore uncertain and impracticable or extremely difficult to fix and that said sum represents the amount the Parties have agreed is the result of their reasonable endeavor to estimate the compensation due CITY in such circumstances. This liquidated damages amount may be waived by the Public Works Director or his/her authorized designee, if he/she finds that extenuating circumstances exist.

D. Equipment Standards, Care Required
1. Condition, Type of Equipment

All CONTRACTOR-owned trucks, trailers, Bins and Containers, and other conveyances or equipment used to collect Refuse and Recyclables shall at all times be kept clean, in good repair and well painted, to the satisfaction of the City Manager. CONTRACTOR’s name together with CONTRACTOR’s telephone number shall be printed in legible letters not less than three (3) inches in height, on both sides of all trucks and conveyances, and on the front of all CONTRACTOR-owned Bins and Containers. All CONTRACTOR-owned equipment shall be free of graffiti, and CONTRACTOR shall remove any graffiti on its equipment within twenty-four (24) hours after being notified by the CITY or any resident.

Trucks utilized in the CITY shall not be top-loading. Spilled debris or leaking liquid from trucks shall not be permitted under any circumstance. In the event of such an offense, as witnessed by a CITY representative, CONTRACTOR shall pay to CITY the following sums per offense as liquidated damages for violation of CONTRACTOR’s obligation not to permit spilled debris or leaking liquid:

<table>
<thead>
<tr>
<th>Type of offense</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spilled Debris from Truck</td>
<td>$100 per truck per day</td>
</tr>
<tr>
<td>Leaking Truck – 1st notice</td>
<td>Written warning</td>
</tr>
<tr>
<td>Leaking Truck – 2nd notice</td>
<td>$500 per truck per day</td>
</tr>
<tr>
<td>Egregious leak – 1st notice</td>
<td>$500 per truck per day</td>
</tr>
</tbody>
</table>

An “egregious leak” shall consist of the spillage of more than one (1) pound of debris or more than one-quarter (1/4) gallon of liquid waste. The Parties agree that the damages incurred by CITY from said violation of this Agreement include the potential for long-term and therefore unquantifiable damage to CITY’s property as well as other detriment to the public health, safety and welfare and are therefore uncertain and impracticable or extremely difficult to fix and that said sums represent the amount the Parties have agreed is the result of their reasonable endeavor to estimate the compensation due CITY in such circumstances. This liquidated damages amount may be waived by the Public Works Director or his/ her authorized designee, if he/ she finds that extenuating circumstances exist.

All route vehicles shall be powered by liquefied natural gas (LNG) or compressed natural gas CONTRACTOR shall be in compliance with all rules and regulations currently in force or passed during the contract term, including SCAQMD and the Air Resource Board’s regulations. No rate adjustments shall be made for such changes in law. All vehicles used by the CONTRACTOR in providing Solid Waste Collection services shall be registered with the California Department of Motor Vehicles.

2. Inspection of Equipment, Environmental Safeguards

CONTRACTOR shall make collection vehicles available for inspection by CITY after receiving not less than forty-eight (48) hours written notice of CITY’s intent to
undertake such inspection. The inspection may include mechanical, sanitary, and aesthetic factors, as determined in the sole discretion of the CITY. Deficiencies will be required to be corrected in a timely manner, on a schedule as agreed by CONTRACTOR and CITY.

To the extent required by law, each and every vehicle operated by CONTRACTOR under this Agreement shall be equipped with a functioning and properly maintained smog control device of a type certified by the State of California. Each and every vehicle operated by CONTRACTOR under this agreement shall comply with all laws and regulations of the State of California and the CITY concerning permissible noise levels.

3. Vehicle Storage

CONTRACTOR’s vehicles shall not be stored within the boundaries of the CITY for more than two (2) consecutive hours without the prior written consent of the City Manager, unless prevented from moving by mechanical difficulties. Under no circumstances are collection vehicles to be regularly stored within the CITY limits.

4. Container Maintenance

CONTRACTOR shall be responsible for proper maintenance of all Bins belonging to it. This includes, but is not limited to, insuring operable, flush fitting lids, regular cleaning to prevent odors, and periodic painting to prevent rust. In the event of a dispute, the City Manager or his/her designated representative will be the final judge as to whether maintenance is needed on a Bin. Notwithstanding the foregoing, all Bins shall be renovated on a regularly scheduled basis.

5. Routing, Changes to Routes

CONTRACTOR shall provide the City Manager with a complete map of the route structures and days of collection governing the collection of Refuse and Recyclable Material in the CITY, which the City Manager may approve in his reasonable discretion. Any changes in any collection schedule shall be subject to the prior approval of the City Manager. If a change is approved, CONTRACTOR shall notify residents of the change. This notification will be at the expense of the CONTRACTOR, and shall be published in bold and legible type at least one time in the newspaper used for CITY notices. In addition, CONTRACTOR, at its own expense, will prepare notices to be distributed to all affected residents. This notice must be sent at least ten (10) days prior to implementation of any approved change.
E. Customer Service

CONTRACTOR shall maintain a telephone, listed in the telephone directory under the first name which is most commonly recognized, and under the name “City of Palos Verdes Estates Solid Waste Collection,” and shall at all times during the hours between 8:00 A.M. and 5:00 P.M. each day except Saturdays, Sundays, and holidays have some person at said telephone for the answering of inquiries and receipt of complaints. The telephone number shall be toll-free to the calling party; in no case shall any person residing within the City Limits be required to pay a toll charge to telephone CONTRACTOR. CONTRACTOR shall respond to all complaints within twenty-four (24) hours of receipt. CONTRACTOR shall maintain a written log of all complaints, the date thereof, and the action(s) taken pursuant thereto or the reason for non-action. Such log of complaints shall be open to the inspection of the City Manager or his/her designated representative at all reasonable times. A copy of the log shall be submitted to CITY on a monthly basis.

CONTRACTOR will provide CITY with a list of all local management for CONTRACTOR including the specific person(s) assigned to manage this Agreement. Such manager shall initiate regular communication with the City Manager or his/her designate in order to remain up to date on issues relating to this Agreement.

F. Construction and Demolition Waste/Special Refuse Bins

CONTRACTOR shall have the exclusive right to locate Bins for Construction and Demolition Waste and Special Refuse. Bins shall be located at least four (4) feet behind the edge of pavement whenever possible. Bins may be located on the street pavement provided all of the following conditions are met:

a) Placement behind the edge of pavement is not feasible.

b) The Bin shall not exceed one-quarter (¼) of the width of the paved street.

c) The street slope does not exceed ten percent (10%).

d) Three (3) yard Bins may not be located on the pavement adjacent to any residence.

e) Placement of the Bin will not create a traffic hazard.

f) A Bin shall not be located on the street for more than six (6) months within any twelve (12) month period.

Every Bin utilized within the City Limits shall be maintained to the standards dictated in this Agreement and in the Palos Verdes Estates Municipal Code. At no time shall any Bin with graffiti on it be located within the City Limits. If CITY notifies CONTRACTOR of the presence of graffiti on a Bin located within the City limits, CONTRACTOR shall eliminate the graffiti within twenty-four (24) hours. If the graffiti is not eliminated as specified, CONTRACTOR shall pay to CITY the sum of Five Hundred Dollars ($500) per day for each Bin on which graffiti is present as liquidated damages for violation of CONTRACTOR's obligation to eliminate such graffiti. The Parties agree that the damages incurred by CITY in said circumstance include aesthetic
damages which are therefore uncertain and impracticable or extremely difficult to fix and that said sum represents the amount the Parties have agreed is the result of their reasonable endeavor to estimate the compensation due CITY in such circumstances.

CONTRACTOR may charge the user of any Bin an amount to be determined by the CITY. The schedule of approved charges shall be determined by the City Manager based on an average of rates charged for similar facilities by solid waste transporters on the Palos Verdes Peninsula or within a reasonable distance thereof, as determined by the City Manager, which survey shall be up-dated on an annual basis. To compensate CITY for the administrative and material costs associated with the impacts incurred to CITY for Bins located on the street pavement, CONTRACTOR shall collect from the customer requesting such Bin an additional charge of Two Hundred Dollars ($200), which shall be remitted to CITY.

On a monthly basis, CONTRACTOR shall submit a list to CITY of Bins delivered and picked up, specifying the address and whether the Bin was placed on the pavement or behind the pavement. At that time, CONTRACTOR shall also submit payment to CITY for Bins placed on the street during the past month.

Construction Waste shall be disposed of at a recovery facility which is permitted by the Integrated Waste Management Board. At least fifty percent (50%) of all construction waste collected by CONTRACTOR shall be recycled.

6. **Refuse and Green Waste Collection, Transportation and Disposal Services**

A. **Collection Frequency**

Refuse collection service shall be provided to Single Family Dwellings weekly.

B. **Disposal Sites**

CONTRACTOR shall provide the removal and disposal of Refuse which is not Green Waste at a place and in a manner to be determined by CONTRACTOR, provided such place shall be outside the City of Palos Verdes Estates.

CONTRACTOR shall provide the removal and disposal of Green Waste at a place and in a manner to be determined by CONTRACTOR, provided, however, that

(i) such place shall be outside the CITY, and

(ii) such removal and disposal shall comply with all requirements imposed upon the removal and disposal of Green Waste so that such removal and disposal will be credited to the maximum extent possible under State law to CITY’s obligations under AB 939 and any other State laws or regulations to reduce solid waste.

SP-11
7. **Recyclable Materials Collection, Processing, and Marketing Services**

A. **Services Provided**

CONTRACTOR shall conduct Recyclable Materials collection, transportation, and processing for all Single Family Dwellings.

B. **Collection Schedule**

Recyclable materials collection shall be performed on the same day that regular Refuse is collected.

C. **Recyclable Materials to be Collected**

The following Recyclable Materials shall be collected in the residential recycling collection program:

- Newspaper, mixed paper (phone books, magazines, computer paper, junk mail, and paper bags), cardboard, glass bottles and jars, aluminum cans, plastic containers, tin/steel cans and any additional materials that can be recovered at the Designated Recycling Facility used by Contractor.

Additional materials may be added to the program subject to available markets, upon terms and conditions mutually agreed upon by both Parties.

D. **Exclusive Right to Market Recyclables**

CONTRACTOR shall have the exclusive right to market Recyclable Materials collected by CONTRACTOR under the terms of this Agreement. All Recyclable Materials collected by CONTRACTOR under this Agreement and all monies received from the sale of such Recyclable Materials shall become the exclusive property of CONTRACTOR and CITY shall not be entitled to any share of any monies received for the sale of the Recyclable Materials.

E. **Recycling and Green Waste Containers**

Single Family Residences are presently provided with Containers for Recyclables and Green Waste. CONTRACTOR shall replace Green Waste Containers when notified by the owner or occupant of the Single Family Residence that such replacement is needed due to loss or damage. CONTRACTOR shall be solely responsible for the cost of replacing missing or damaged Green Waste Containers. Each Residence shall be provided with up to four Containers upon request.

CONTRACTOR shall maintain an adequate stock of Green Waste Containers to replace missing or damaged Green Waste Containers. Upon expiration of this
Agreement, ownership of the Containers shall remain with the owner of the Single Family Residence.

8. **Additional Refuse and Recyclable Materials Collection Services to CITY**

A. **City Hall Collection**

CONTRACTOR agrees to provide Refuse collection and a recycling collection program for City Hall at no cost to CITY. CONTRACTOR shall provide Containers and large "cart" collectors for City Hall recycling, as well as adequate Bins for collecting Refuse.

B. **Christmas Tree Recycling**

CONTRACTOR agrees to provide separate collection of Christmas trees so that they may be shredded for compost or landfill cover purposes. The trees shall be picked up citywide on the first and second Saturdays following December 31st of each year. CONTRACTOR shall promote Christmas tree recycling.

C. **Special Refuse Collection**

CONTRACTOR shall provide for a special cleanup once in each calendar year, at no additional charge to residential customers or CITY. At such time, CONTRACTOR shall collect, transport, and dispose of all Special Refuse presented at the curb for removal. The special cleanup day shall be scheduled on one Saturday in March, April, or May, subject to the approval of the City Manager. CONTRACTOR shall provide written notice to CITY and residential customers of the date of the special cleanup not less than four (4) weeks prior to such date. In addition, residential customers may make arrangements with CONTRACTOR for the collection of Special Refuse on an as-needed basis, at an additional cost to the residential customer to be determined by CONTRACTOR.

D. **City-Owned Refuse Containers**

CONTRACTOR agrees to service Containers and dumpsters owned by CITY at no cost to City pursuant to the schedule set forth in this Subsection D. CONTRACTOR shall provide and use plastic liners in all City-owned Containers (except three (3) and eight (8) yard dumpsters). CONTRACTOR shall pick up all refuse within fifty (50) feet of City-owned Containers and dumpsters. CONTRACTOR shall be responsible for maintaining the exterior of the containers in a neat and clean condition to the satisfaction of the CITY.

CITY-owned Containers placed at the following locations shall be serviced before 9:00 AM on every Monday, Tuesday, Wednesday, Thursday and Friday:

1. Malaga Cove Plaza area (11 Containers)
2. Lunada Bay Commercial area (7 Containers)

CITY owned Containers placed at the following locations shall be serviced before 9:00 AM on every Monday, Wednesday, and Friday:

1. Palos Verdes Estates Memorial Garden (1 Containers)
2. From Malaga Cove School area to 800 block of Paseo Del Mar (21 Containers)
3. From Bluff Cove Parking Lot to 3000 block of Paseo Del Mar (10 Containers)
4. Punta Place (1 Container)
5. George Allen Ball field (2 Containers)
6. City Hall Parking Garage (One 3-yard dumpster for Refuse, one 3-yard dumpster for recyclable mixed paper, one 95-gallon cart for recyclable newspaper, one 95-gallon cart for rigid containers)
7. Palos Verdes Stable (one 8-yard dumpster)
8. City entrance at Via Rosa (2 Containers)
9. Torrance boundary strip - Via Alamdea, Via Colusa, Via Ardilla, and Via Verderol (4 Containers)
10. Via Tejon Cul De Sac (1 Container)
11. Tejon Place Cul De Sac (1 Container)
12. Adjacent to Palos Verdes High School (3 Containers)
13. Palos Verdes Drive West at Via Coronel (1 Container)
14. Lunada Bay Park, Via Carillo Park, and Farnham Martin’s Park (3 Containers)
15. Paseo La Cresta Median (3 Containers)

E. Containers for Use of CITY Maintenance Department

CONTRACTOR agrees to provide “low boy” or forty (40) cubic yard bins to CITY for use in public land cleanups and local maintenance at no additional cost to CITY. These bins will be serviced on an as-needed basis, and care will be exercised to minimize disposal costs and maximize recycling. To that end, separate bins will be dedicated to the collection of Green Waste, and every effort will be made to divert such material from disposal at a Refuse disposal site. CONTRACTOR shall service these bins within twenty-four (24) hours of receipt of notice from CITY.

F. Other Containers for CITY Functions and Special Events

CONTRACTOR shall provide a “low boy” or forty (40) yard bin for any other City function or special event at no cost to CITY up to twenty (20) times per calendar year for up to five (5) days at a time. Any such bins shall be delivered to the location designated by the Public Works Director within forty eight (48) hours of request by CITY.

At all times during the term of this Agreement, CONTRACTOR shall provide a toll free number that will dispense information regarding HHW and E-Waste including available disposal sites or events. CONTRACTOR agrees to cooperate fully with the Los Angeles County Department of Public Works HHW Cleanup events. CONTRACTOR agrees to provide an attended drop-off center for water based paints not less than one (1) time per month, on Saturday, from 8:00 A.M. to 12 noon, at a site to be specified by CITY.

CONTRACTOR will remove or cause to be removed all E-waste and Universal Waste collected at City Hall on a weekly or less-frequent basis as allowed by the City. CONTRACTOR shall remove or cause to be removed all HHW as collected at City Hall on a monthly basis.

H. Other additional services

The CONTRACTOR shall provide all services per Exhibit C to this contract titled "SUMMARY OF ADDITIONAL SERVICES". Street sweeping is included in Attachment A and is more formally specified in Exhibit D titled "STREET SWEEPING SPECIFICATIONS".

9. Promotional Efforts

Publicity and promotional efforts are of the utmost importance to achieve acceptable participation levels for Refuse and Recycling programs. CONTRACTOR, working in close contact with CITY, shall be responsible for providing promotional information for the program.

Promotional efforts shall include media advertising, education, contests, and community involvement programs to encourage participation by individual volunteers, commercial enterprises, and community groups (e.g. parent teacher associations, schools, and civic, youth, and sporting organizations). All promotional material, programs, contests, and efforts must be reviewed and approved by CITY prior to public presentation or distribution.

10. Rates

A. Schedule of Rates

Except as otherwise specified in this Agreement, CONTRACTOR shall be paid for all Services under this Agreement by the residential customers. The rates CONTRACTOR may charge for the first year of the term of this Agreement are set forth in Exhibit A attached hereto and incorporated herein by reference. Thereafter, rates shall be adjusted as set forth in Section 11 of this Agreement.
B. Billing

CONTRACTOR shall be responsible for billing and collection for services rendered in accordance with the approved fee structure, and shall, in addition, be responsible for billing, collection, and remittance to City of a surcharge established by the City Council to pay for CITY's compliance with the Integrated Waste Management Act. CONTRACTOR's billing for service, except for any initial or terminal service periods, shall be made for three (3) months service in advance, and shall be in a form approved by the City Manager. CONTRACTOR understands and agrees that CITY does not guarantee or warrant the payment of any sums due to CONTRACTOR.

CONTRACTOR shall provide residents with the option of making payments electronically on the CONTRACTOR's website and to allow for the charges to be recurring at the residents' option so to minimize inconvenience to the residents.

CONTRACTOR shall, at the request of any customer under this Agreement, pick up Miscellaneous Refuse at reasonable rates to be negotiated between the customer and CONTRACTOR. Should the Parties not be able to arrive at an agreement as to such rates, the City Manager or his or her designee shall arbitrate the dispute, and his or her decision shall be final.

C. Termination of Delinquent Accounts

CONTRACTOR may terminate service to any residence if payment is not made within forty-five (45) days from the beginning of the calendar quarter. Prior to termination of the service, CONTRACTOR must make a second billing to such residential customer not less than thirty (30) days after the beginning of the calendar quarter. CONTRACTOR shall indemnify and hold harmless CITY from any claims, suits, damages, liabilities, or expenses resulting from CONTRACTOR's discontinuing service at any location, except in those cases where the CITY has instructed CONTRACTOR to terminate services.

11. Adjustment of Rates

On or prior to April 30 of the first year of this Agreement and prior to April 30 of each year thereafter, CONTRACTOR may submit a written request to CITY for a change in the rates paid by customers to CONTRACTOR to be effective the following July 1. The rate change request shall be made in accordance with the following procedure: Eighty-six percent (86%) of the year's rate shall be calculated, and a modified amount shall be calculated based on the change in the Consumer Price Index (Transportation Group) Los Angeles - Anaheim - Riverside area as published in April of each year by the United States Department of Labor, Bureau of Labor Statistics (the "CPI modification"). Six percent (6%) of the existing year's rates shall be calculated, and a modified amount shall be calculated based on the change in cost of disposal for solid waste at the Los Angeles County Sanitation District Puente Hills Landfill (the "Solid Waste Disposal modification"). Eight percent (8%) of the existing year's rate shall be
calculated, and a modified amount shall be calculated based on the change in the cost of disposal of Green Waste (the “Green Waste modification”). The permitted modification shall be the sum of the CPI modification, the Solid Waste Disposal modification, and the Green Waste modification, provided however, that in no event shall the total change sought be more than seven percent (7%) of the previous year’s rate.

In addition to the above, CONTRACTOR may petition CITY at any time for rate and price adjustments on the basis of unusual changes in the cost of operations, such as revised laws, ordinances, or regulations, new or modified taxes, fees or charges imposed by a governmental entity (excluding federal income taxes), changes in location of disposal sites or changes in disposal charges, or for other reasons. All proposed rate increases are subject to compliance with Articles XIIIIC and XIIIID of the California Constitution (Proposition 218).

12. Default

In the event of default by either Party of any of the terms and conditions of this Agreement, the other Party shall give notice in writing setting out such default, and if said default is not cured within thirty (30) days of the date of such notice (or, if said default cannot reasonably be remedied within thirty (30) days, if the defaulting Party commences actions to remedy the default within said period and diligently pursues such activities to completion thereafter), then in addition to any other legal remedy, the following remedies are available:

a. Injunctive relief or damages, and/or
b. Such default or defaults shall be presumed to be a major breach of contract and this Agreement may be terminated by the injured Party.

13. Non-Discrimination

CONTRACTOR shall not discriminate in matters of hiring or other matters on the basis of race, color, creed, national origin, sex, handicap, or marital status; nor shall it have business dealings with a person, firm, or corporation who so discriminates.

14. Insurance

A. Commercial General Liability Insurance

CONTRACTOR shall take out and maintain during the life of this Agreement a policy(ies) of commercial general and automobile liability insurance, with an insurance company(ies) authorized to do business in the State of California with a current A.M. Best’s rating of A- or better and a financial size of VII or greater, in which CITY, along with its City Council and each member thereof, and each of its officers, officials, volunteers, employees, and agents, including but not limited to the firm, officers, agents
and employees of Charles Abbott Associates, Inc., is the named insured or is named as an additional insured with CONTRACTOR. Primary insurance shall be provided on ISO-CGL form No. CG 01 00 11 85 or 88. CONTRACTOR shall maintain limits of no less than Five Million Dollars ($5,000,000) coverage per occurrence for personal injury or death or property loss or damage which may arise from or relate directly or indirectly to the acts, operations or omissions of CONTRACTOR, and/or its subcontractors and/or the employees, agents, officers, officials or volunteers of either, in the performance of this Agreement. Such insurance policy(ies) shall further comply with all of the provisions contained in the “Insurance Requirements for City of Palos Verdes Estates Public Works Contract” set forth in Exhibit B and incorporated herein by reference. (Reference herein to such requirements shall not be deemed to render this Agreement a “public works” contract as that term is defined by law.)

B. Workers’ Compensation

CONTRACTOR shall at all times keep fully insured, at own expense, all persons employed by it in connection with this Agreement as required by the Workers’ Compensation Insurance and Safety Act of the State of California. CONTRACTOR shall at any time, upon demand, produce to the City Manager evidence that it is fully and properly insured as required by said Act.

15. Bonding

CONTRACTOR shall post with CITY and keep in full force and effect during the term of this Agreement a Performance Bond issued by a nationally recognized surety company that will guarantee the full and faithful performance of the terms and conditions of this Agreement in an amount equal to One Hundred Thousand Dollars ($100,000).

16. Assignment of Agreement

CONTRACTOR recognizes that the qualifications and identity of CONTRACTOR and its principals are of particular concern to the CITY and that it is because of such qualifications and identity that CITY is entering into this Agreement with it. Accordingly, no voluntary or involuntary successor in interest of CONTRACTOR shall acquire any rights or powers under this Agreement except as expressly set forth herein.

CONTRACTOR shall not, during the entire term of this Agreement, sell, transfer, convey, or assign all or any part of this Agreement without the prior written approval of CITY. CITY shall not unreasonably withhold its approval of a proposed sale, transfer, conveyance or assignment in the event CONTRACTOR first submits written evidence satisfactory to the CITY demonstrating all of the following: (i) that the proposed transferee is comparable to the CONTRACTOR as of the date of this Agreement in all material respects, including without limitation, financial responsibility, character and reputation, and experience in the maintenance and operation of Services required by this
Agreement; and (ii) that such transferee shall assume all of the obligations of CONTRACTOR with regard to the Agreement of portions thereof so transferred.

In the absence of CITY approval required by this Section 17, (i) no sale, transfer, conveyance, or assignment of this Agreement or any portion thereof shall be deemed to relieve CONTRACTOR from any obligation under this Agreement; and (ii) CITY may determine in its sole discretion to terminate this Agreement.

17. **Defense, Indemnification, and Hold Harmless**

A. **Indemnification**

CONTRACTOR shall defend, indemnify, and hold harmless CITY, and its officers, agents and employees from all damages and liability (including attorney’s fees), and shall pay any judgment which may be obtained against CITY, or its officers, agents, or employees, either alone or jointly with CONTRACTOR, its agents or employees, for injury or damage to persons or property by reason of acts or omissions of CONTRACTOR arising from the performance of the terms of this Agreement, except to the extent that any liability hereunder is caused by or arises from the sole negligence or willful misconduct of CITY, or of its officers, employees or agents. If CONTRACTOR is not named in any claim or suit subject to this indemnification provision, indemnification shall commence upon CITY giving notice in writing to CONTRACTOR to appear and defend such action.

B. **Hazardous Substances Indemnification**

CONTRACTOR shall defend, indemnify, and hold harmless CITY, and its officers, agents and employees from all damages and liability (including attorney’s fees) resulting from removal or remedial actions brought pursuant to CERCLA and/or regulations promulgated thereunder, or any comparable state law and/or regulations promulgated thereunder, incurred as a result of the collection, transport, or disposal of any material collected pursuant to this Agreement; provided however, the foregoing indemnity shall be null and void to the extent that such liability is caused by CITY delivering or causing to be delivered materials other than Refuse or Recyclables to CONTRACTOR from CITY-owned or operated facilities.

The foregoing indemnity is intended to operate as an Agreement pursuant to Section 107(e) of CERCLA to defend, protect, hold harmless and indemnify CITY from all forms of liability under CERCLA, or other similar federal, state, or local law or regulation.

CONTRACTOR’s indemnification obligation with respect to facilities not owned and operated by CONTRACTOR, or an affiliate of CONTRACTOR, shall be null and void and of no effect in the event that such other facility provides CITY with an indemnification from CERCLA related liability in substantially the form set forth above.
Notwithstanding any provision herein to the contrary, the foregoing indemnity is expressly conditioned upon the implementation by CITY of a program for minimization and proper recycling, treatment, and disposal of Hazardous Waste in compliance with Sections 41500 and 41802 of the Public Resources Code.

C. AB 939 Compliance and Indemnification

CONTRACTOR shall ensure compliance with all mandates imposed by AB 939. CONTRACTOR shall achieve a minimum annual diversion rate of sixty percent (60%) of all solid waste collected by CONTRACTOR over the initial contract period and thereafter for each year this Agreement remains in effect. In the event CONTRACTOR does not achieve such diversion rate, CONTRACTOR shall pay to CITY the sum of Twenty Five Thousand Dollars ($25,000) as liquidated damages for violation of CONTRACTOR’s obligation to obtain such diversion rate. The Parties agree that the damages incurred by CITY in said circumstance include the potential for CITY ultimately to be found in violation of AB 939 to an unknown extent and are therefore uncertain and impracticable or extremely difficult to fix and that said sum represents the amount the Parties have agreed is the result of their reasonable endeavor to estimate the compensation due CITY in such circumstances.

CONTRACTOR agrees to protect, defend, indemnify, and hold CITY harmless against all fines or penalties imposed by the California Integrated Waste Management Board to the extent CONTRACTOR fails to effectively carry out the requirements of this Agreement and its failure results, causes or is a contributing factor in the imposition of fines and penalties against CITY for failure to achieve the diversion, source reduction and recycling goals of AB 939 with respect to the waste stream covered by this Agreement, or CONTRACTOR’s delays in providing information prevent CITY from submitting reports required by AB 939 in a timely manner. CITY agrees to use its best efforts to file all required AB 939 reports in a timely manner, once information is received from CONTRACTOR.

18. Audit

On an annual basis, and more frequently should CITY request, CONTRACTOR shall provide certified financial information in a form suitable to CITY for the purpose of verification of financial condition of CONTRACTOR.

19. Cooperation

CITY agrees to cooperate reasonably with CONTRACTOR in the performance of its obligations pursuant to this Agreement, except that such cooperation shall not be to the extent that it will cost the CITY any additional administrative expense; and, further, CITY agrees to enact reasonable laws necessary to empower CONTRACTOR to perform its obligations pursuant to this Agreement.

SP-20
20. **Developments in Methods and Technologies for Refuse and Recyclable Materials Collection**

CONTRACTOR and CITY acknowledge the dynamic nature of science and technology and therefore agree to cooperate in the best interests of CITY in efforts to research and develop programs relating to Recyclable Materials, Refuse and other materials during the term of this Agreement. In addition, CONTRACTOR shall meet with CITY on an annual basis during the second calendar quarter of each year to discuss scientific, technological, and economic development and advancements in the field of Refuse and Recyclable Materials management, and if any are reasonably available, to suggest the implementation of pilot programs. CONTRACTOR is encouraged to inform CITY of any proposed modifications to the scope of this Agreement that could reduce costs, enhance the quality of service, increase the recovery of Green Waste or Recyclables, or decrease the amount of Hazardous Waste in the waste stream.

21. **Reporting**

A. **Monthly Report**

CONTRACTOR shall submit to CITY a monthly report in a form acceptable to CITY on or before the fifteenth (15th) day following the end of each calendar month, which report shall at a minimum include the following information:

1. Quantity of Refuse collected by service type (in tons); and
2. Quantity of Refuse diverted from landfill disposal as the result of CONTRACTOR’s performance of the Recyclable Materials collection program, in a manner consistent with the reporting requirements promulgated pursuant to AB 939; and
3. Indication of recycling program participation; and
4. A record of Recyclable Materials sold reflecting the quantity or tonnage sold of each category; and
5. Information compiled concerning customer complaints as described in Subsection E of Section 5; and
6. A list of notices issued detailing Recyclable Materials contamination problems and CONTRACTOR’s follow up actions, including copies of contamination notices and warning letters issued during the month; and
7. Information compiled regarding Bins delivered within the CITY as described in Subsection F of Section 5.

B. **Annual Report**

CONTRACTOR shall submit to CITY an Annual Report in a form acceptable to CITY on or before the forty-fifth (45th) day following the end of each calendar year, which report shall at a minimum include the following information:
1. An annual compilation of the information contained in the monthly reports provided pursuant to Subsection A above; and
2. Information comparing basic program data from year to year; and
3. Suggested operational changes to improve the level and efficiency of future services to be performed pursuant to this Agreement, if any.

22. **Account Information**

As further consideration for this Agreement, CITY agrees to annually supply to CONTRACTOR a current register of all legal addresses on file. CONTRACTOR agrees to annually supply CITY with a computer run of all monthly billings and, upon termination of this Agreement, a current computer run of all accounts on file.

23. **Work to be Done Under Direction of City Manager or Designated Representative**

All questions relating to the interpretation of this Agreement and the duties of CONTRACTOR hereunder shall be determined by the City Manager or his/her designated representative. If CONTRACTOR is dissatisfied with such interpretation, it may appeal such interpretation to the City Council by the filing of a written appeal not less than ten (10) days after the date of the City Manager’s interpretation.

CONTRACTOR shall take steps to assure CITY that a single individual will be assigned to act as liaison with the CITY.

24. **Attorney’s Fees; Payment of Liquidated Damages**

In the event that either CITY or CONTRACTOR shall bring or commence an action to enforce the terms and conditions of this Agreement or to obtain damages against the other Party arising from any default under or violation of this Agreement, then the prevailing Party shall be entitled to and shall be paid reasonable attorney’s fees and court costs.

Any amount declared to be liquidated damages due from CONTRACTOR pursuant to the terms of this Agreement shall be paid to CITY within ten (10) days of notice from CITY to CONTRACTOR that such amount is due.

25. **Business License**

CONTRACTOR shall apply for and obtain a business license from CITY for all business activities performed by CONTRACTOR pursuant to this Agreement.

26. **Waivers**

No acquiescence, failure, or neglect of either of the Parties to insist on strict performance of any of the terms hereof shall be considered or constitute a waiver of any
term or condition of this Agreement, or any performance required hereunder, or of any remedy, damages, or other right arising out of such refusal, neglect, or inability to perform at any time.

27. **Notice**

Notice shall be deemed given if mailed, certified or registered mail with postage prepaid, and addressed as follows:

TO CONTRACTOR:  
ATHENS SERVICES  
14048 VALLEY BLVD.  
CITY OF INDUSTRY, CA 91746  
Attention: Gary Clifford

TO CITY:  
CITY OF PALOS VERDES ESTATES  
340 Palos Verdes Drive West  
Palos Verdes Estates, CA 90274  
Attention: City Manager

TO PROPERTY OWNER: Record owner as indicated on the latest Tax Rolls

28. **Severability**

Should any part, clause, provision, or condition of this Agreement be held to be void, invalid, or inoperative by any court of competent jurisdiction, then such invalidity shall not affect any other provision hereof and the remaining provisions shall be effective as though such invalid part, clause, provision, or condition had not been so made.

29. **Governing Law/Venue**

This Agreement is made pursuant to and to be interpreted according to the laws of the State of California and all Parties agree to comply with all applicable provisions thereof. The exclusive venue for any dispute arising from this Agreement shall be the Superior Court for the County of Los Angeles.

30. **Title and Ownership**

Title, ownership, and the right to possession of Recyclable Materials collected in accordance with this Agreement transfers from the resident or producer to CONTRACTOR at the time of set out, as provide by Public Resources Code Section 41950(c). Title, ownership, and the right to possession of Refuse shall transfer to CONTRACTOR at the time of collection. Notwithstanding any provision herein to the contrary, title to materials other than Refuse or Recyclable Materials as defined herein shall remain with the resident or producer at all times.

SP-23
31. **Force Majeure**

Except for the obligation to pay for services rendered, neither Party hereto shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, guideline, or order of any governmental body or any instrumentality thereof, whether now existing or hereafter created.

IN WITNESS WHEREOF, CITY has by action of its CITY COUNCIL authorized this agreement to be executed for and on behalf of CITY by the Mayor and attested to by the City Clerk, and CONTRACTOR has caused the same to be executed by a duly authorized officer.

CONTRACTOR

CITY OF PALOS VERDES ESTATES
OF CALIFORNIA, INC.
A Municipal Corporation

By: Mayor Pro Tem James F. Goodhart

By: [Signature]
Title: [Title]

APPROVED AS TO FORM

By: Christi Hogin, City Attorney

ATTEST:

By: Judy Smith, City Clerk

SP-24
EXHIBIT A
SCHEDULE OF RATES

Single Family Service for Refuse, $34.48 per house per month
Recyclables, and Green Waste

The above rate includes $0.51 per house per month collected by the CONTRACTOR that
will be remitted to the City for funding of compliance measures with the Integrated
Waste Management Act, per paragraph 10.B of the AGREEMENT.

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<th>BIN/ DUMPSTER SIZE</th>
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EXHIBIT B
INSURANCE REQUIREMENTS FOR CITY OF PALOS VERDES ESTATES
PUBLIC WORKS CONTRACT

The Contractor agrees to provide insurance in accordance with requirements set forth herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by the Contractor and maintained on behalf of the City and in accordance with the requirements set forth herein. The Contractor shall require the same of all subcontractors and hired Parties.

The Contractor shall at all times during the terms of the Contract carry, maintain, and keep in full force and effect a policy or policies of commercial general and automobile liability insurance in which the City, along with its City Council and each member thereof, and each of its officers, officials, employees, volunteers, and agents, including but not limited to the firm, officers, agents and employees of Charles Abbott Associates, Inc., is the named insured or is named as an additional insured with the Contractor. The insurance company(ies) issuing such policy(ies) must be authorized to do business in the State of California with a current A.M. Best's rating of A- or better and a financial size of VII or greater.

Primary insurance shall be provided on ISO-CGL form No. CG 01 00 11 85 or 88. The Contractor shall include maintain limits of no less than Five Million Dollars ($5,000,000) coverage per occurrence for personal injury or death and/or property loss or damage which may arise from or relate directly or indirectly to the acts, operations or omissions of the performance of the Contractor and/or its subcontractors and/or the employees, agents, officers, officials or volunteers of either, in the performance of this Contract. Such insurance shall include coverage for all automobiles utilized by the Contractor's or any subcontractor's employees or agents in the performance of the Contract.

Excess or Umbrella Liability Insurance shall also be provided. Insurance shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum $25,000 self-insured retention for liability not covered by the primary but covered by umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. The scope of coverage is subject to approval of the City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than $5 million per occurrence and aggregate.

The insurance coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, or otherwise materially changed, unless thirty (30) days advance
written notice by certified mail/return receipt requested has been given to the city. The 
insurance required herein will be renewed annually as long as the Contractor continues 
operations in any way related to the Contract.

The insurance coverage provided by the Contractor as set forth herein shall be 
primary with respect to the City, its City Council and any member thereof, and each of 
the officers, officials, agents, employees and volunteers of the City, including but not 
limited to the firm, officers, agents and employees of Charles Abbott Associates, Inc. 
Any insurance or self-insurance maintained by the City, its City Council or any member 
thereof, or its officers, officials, agents, employees and volunteers shall be in excess of 
the Contractor's insurance and shall not contribute with it. The Contractor's insurer 
waives any right of contribution with such other insurance which may be available to the 
City. The Contractor agrees to have its policy(ies) endorsed accordingly.

The Contractor's insurer shall waive all rights of subornation for losses against 
the City, its City Council or any member thereof or its officers, officials, agents, 
employees and volunteers. The insurance coverage shall apply separately to each insured 
against whom a claim is made or suit is brought, except that the inclusion of more than 
one insured shall not operate to increase the limits of the company's liability.

It is hereby understood and agreed that the City of Palos Verdes Estates, its City 
Council and each member thereof, and every officer, official, volunteer, employee and 
agent of the City, including but not limited to the firm, officers, agents and employees of 
Charles Abbott Associates, Inc., shall be added as additional insureds using ISO 
additional insured endorsement number CG 20 10 11 85 (and in no event will the city 
accept an endorsement form with an edition date later than 1990) as respects to claims 
arising out of the following project:

COLLECTION AND DISPOSAL OF REFUSE AND OPERATION OF A 
RECYCLING PROGRAM

The Contractor agrees to indemnify, hold harmless and defend the City, its City 
Council and each member thereof and each of its officers, officials, volunteers, 
employees, and agents, including but not limited to the firm, officers, employees and 
agents of Charles Abbott Associates, Inc., who are providing service to the City, from 
any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, 
defense costs, court costs or any other cost arising out of or in any way related to the 
performance of this Contract, except for liability attributed to the City's active negligence 
or willful misconduct.

The obligations of the Contractor hereunder or under any other provision of the 
Contract shall not be limited by the provisions of any worker's compensation act or 
similar act. The Contractor expressly waives its statutory immunity under such statutes 
or laws as to the City, its officers, officials, volunteers, employees and agents.
City of Palos Verdes Estates  
Request for Proposal for: Collection and Disposal of Refuse and Operation of a Recycling Program  
Project No: PW-588-11

SUMMARY OF ADDITIONAL SERVICES

We value our ongoing relationship with the City of Palos Verdes Estates and believe we have provided the most comprehensive and most valuable proposal. The following is a summarized list of additional services, beyond those required in the RFP, that we are pleased to provide to the City of Palos Verdes Estates at no additional cost to the City or to the residents. These services are available at our proposed rates and presented at the cities option, and can individually be accepted or not.

- City wide street sweeping services in the residential and commercial areas providing the City with a minimum of the same street sweeping service levels that the City is currently receiving. Athens owns and operates a large fleet of clean air sweeping vehicles that provides citywide street sweeping services to over 24 local cities in the Southern California area.
- In conjunction with the regular street sweeping services above, we will provide Special Event sweeping so that the City will have an on-call environmental solution that is fully integrated to ensure that all waste, whether in a barrel or in the gutter, is picked up.
- Continued sidewalk cleaning at Lunada Bay and Malaga Cove in the form of pressure washing and steam cleaning (please see attached pages for our city council presentation).
- Continued cleaning and sanitizing of City bins in the commercial areas.
- Athens is an experienced waste and recycling company that understands the unique requirements for providing exclusive Backyard Services for Palos Verdes Estates. Over 40% of the houses we serve in Palos Verdes Estates do not place their waste and recycling containers at street level, which is required by the municipal code. However, we will continue to provide extraordinary backyard service to 100% of the houses in the City.
- We will provide an after-hours phone line, as well as a list of emergency contact numbers of Athens personnel, for City Council and Staff members to utilize for any waste or sweeping emergencies and we commit that we will respond to those emergencies in one hour and take care of the situation quickly at that time. We are able to do this as we have Athens staff with Company vehicles that reside near the City of Palos Verdes Estates and can respond quickly to the phone call and to the emergency site.
We will provide a unique, interactive, and customer friendly Palos Verdes Estates webpage on our newly revamped AthensServices.com website. Residents and commercial customers will be able to utilize this webpage to assist them with waste and recycling needs, pay bills on-line, monitor upcoming special City events related to Athens Services, and learn more about recycling & re-use, composting, E-waste, household hazardous waste, sharps waste, and many other informative items.

- **Optional “Curbside Composting”**. Organics recycling pilot program. Similar to what we have done in the City of Redondo Beach, the curbside composting green barrel has been the envy of municipal solid waste programs and allows residents to place their food waste in the same container as their green waste, which is taken to our composting facility for increased City diversion.

- While in the commission of their solid waste services, our drivers have been trained to report suspicious neighborhood activities to supervision who will in turn work with local authorities as additional “Eyes on the Neighborhood”, similar to neighborhood watch programs. Athens drivers are very familiar with their Palos Verdes Estates routes as well as the daily activities of the neighborhoods they service.

- We will provide expert speakers for school assemblies and science classes, and educate our next generation about the virtues of recycling and composting.

- Working with the school districts, we will implement a recycling program for schools with payback so the schools immediately reap the benefits of their hard work.

- We will engage the millennial generation and beyond via our critically acclaimed @AthensServices Twitter handle, which covers environmental and local community news. We will also offer social media consultation to any Palos Verdes Estates based organizations.

- **Curbside E-waste pickup.** We will provide highly customized E-waste pickup for Palos Verdes Estates residents who call our customer service number just as if they were calling for a bulky item pickup. (Current charges and parameters apply.)

- **Curbside Sharps Collection Program.** We will assess the community’s needs and implement a sharps and needles collection program that will be conveniently and safely handled through the mail using a special sharps mail-in disposal kit. (No charge for the process. Nominal charge for kit and mailing).

- **Curbside Household Hazardous Waste (HHW) program.** We will provide household pick up & proper disposal of Compact Fluorescent Lamps (CFL), used oil, old paint, and other HHW items. Residents simply call our customer service number to schedule a special HHW pick-up. (Subject to inspection and quantity).

- **We will provide a 25% Military Discount on all waste services provided by Athens to honor those Palos Verdes Estates men and women who serve our country in uniform.**

- **Battery Recycling program.** We will provide special boxes for the collection of used batteries to be placed at City Hall and other key locations throughout the city.

- **Community Shred Day.** We will provide an annual Community Shred Day where residents and commercial customers can come to a designated site to dispose of their documents. We will properly shred all documents and ensure that the resulting product is recycled.

- **We will provide quarterly compost giveaways to residents where Athens will provide compost and soil amendments at a key location where residents and businesses may obtain compost for their gardens. We are the leader in the industry in organizing and hosting compost giveaway events to engage the**
community in the benefits of compost in organic gardening – just another way we are helping to keep Palos Verdes Estates “Clean and Green!”

- Annual Tree Donation program to the city in coordination with the city’s Arbor Day Celebration.
- We will provide educational tours of our MRF and/or video lectures of our facilities and our compost site, American Organics, for community groups.
- We will provide a dedicated Customer Service Representative focused on providing support for construction projects and builders relating to C&D material and other disposal & recycling matters.
- We will provide, when requested by the City, the capability of distributing semi-annual waste & recycling inserts, or any other City material on a quarterly basis along with our invoices.
- We will make available guest speakers and provide assistance in writing material for the City on the various aspects of recycling & composting.
- We will work with City Staff & Elected Officials to participate in the following:
  - town hall type outreach meetings to provide interactive face to face discussions on environmentally sensitive issues
  - backyard composting and gardening workshops with nutritional experts
  - community re-use classes to educate residents on how they can re-use more of and dispose of less waste
  - recycling drives and other programs in an attempt to reach out to other communities in need
  - community disaster and emergency preparedness classes for all residents
- We will provide the City Council with regular updates on new technologies and the general state of the waste and recycling industry as well as updates on government actions which impact the City.
- We will continue to provide Corporate Philanthropy and Community Support:
  - Lion Steve Nollner (Swing "Fore" Sight - Hole Sponsor)
  - Lunada Bay Little League
  - Lunada Bay Homeowners Association Earth Day Event
  - Lunada Bay Christmas Lights
  - Peninsula High School Black & Gold Affaire
  - Palos Verdes Estates Lions Club Foundation
  - Four (4) $500.00 scholarships for High school programs that interact with the students in poster contests reflecting Green & Environmental ideals

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Gary Clifford, Chief Operating Officer
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Cell – (626) 705-6919
gclifford@athensservices.com
EXHIBIT D

STREET SWEEPING SPECIFICATIONS

SECTION 1
TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

1-1 DEFINITIONS

Wherever in the Standard Specifications the following terms are used, the definitions shall be amended to read:

Owner: The City of Palos Verdes Estates, California.

Engineer: The Director of Public Works of the City of Palos Verdes Estates or his/her duly appointed representative.

Contractor: The individual, partnership, firm, corporation, joint venture or other legal entity with whom the Contract is made by said City, or the agent or legal representative who may be appointed to represent such individual, partnership, firm, corporation, joint venture or other legal entity in the execution of the Contract.
SECTION 2
SCOPE

2-1 BID ITEMS

2-1.1 Regular Street Sweeping

Scope shall include the monthly sweeping of all paved streets in the City of Palos Verdes Estates not on the commercial route and weekly sweeping of all paved streets included in the commercial route in accordance with these specifications.

Contractor shall include California Water Service Company invoices, any backup documentation for the invoice if available, and proof of payment for water usage associated with the contract.

Completed work shall be clean and free of all accumulated debris immediately after sweeping as determined by Project Manager or designee, regardless of the number of sweeping passes required to achieve the specified quality.

Sweeping on Via Tejon, Tejon Place, and all commercial parking areas shall occur prior to 8 a.m. every morning before vehicles arrive and prevent sweeping. The bid price for regular street sweeping shall include all make-up sweeps that must take place if sweeping is missed on Via Tejon, Tejon Place, and any of the commercial parking areas.

Streets around Palos Verdes High School at 600 Cloyden Rd shall be swept on the non-commercial street schedule prior to 8 a.m., before school-related street parking prevents sweeping activities. These streets include Dalton Rd from Palos Verdes Drive West to Via Pacheco, as well as Cloyden Rd, Paseo Del Mar, Epping Rd, Via Pacheco, and Dalton Rd adjacent to the high school.

Streets around Malaga Cove Administration Center at 375 Via Almar shall be swept on the non-commercial street schedule prior to 8 a.m., before school-related street parking prevents sweeping activities. These streets include Via Almar adjacent to the school buildings, Via Arroyo, and Paseo Del Mar adjacent to the school buildings.

2-1.2 Additional Street Sweeping. Contractor shall provide additional street sweeping as requested by the City.
SECTION 3
TECHNICAL SPECIFICATIONS

During the term of the contract, the Contractor will sweep by machine all residential public streets and all commercial public streets and all the paved public alleys in the City, in accordance with the sweeping schedule that is on file in the Office of the Public Works Department and in this bid package.

3-1 COMMERCIAL STREETS, RESIDENTIAL STREETS, AND ALLEYS DEFINED

Commercial streets, residential streets, and alleys are defined for the purpose of this contract as all areas of public streets which are paved either with asphalt or cement concrete and which are regularly used for the operation of motor vehicles.

Area 2 non-commercial streets shall include Paseo Del Campo from Palos Verdes Drive North to Via Campesina. Area 3 non-commercial streets shall include Via Campesina from Via Del Monte to Palos Verdes Drive North.

3-2 COMMERCIAL AND RESIDENT ROUTES

The specific streets in the commercial route are Palos Verdes Drive West, Palos Verdes Drive North, Palos Verdes Boulevard from the Torrance border to Palos Verdes Drive West, Via Corta, Via Chico, Via Tejon, Tejon Place, Yarmouth Road (Paseo Del Mar to Palos Verdes Drive West), Via Anacapa (two blocks), Malaga Cove Plaza, the parking lot just west of City Hall adjacent to Palos Verdes Drive West, the parking area on Via Del Puente, and the parking area off 1300 Palos Verdes Drive West.

Sweeping on Via Tejon, Tejon Place, and commercial parking areas shall occur prior to 8 a.m. every morning before vehicles arrive and prevent sweeping.

Streets around Palos Verdes High School at 600 Cloyden Rd shall be swept on the non-commercial street schedule prior to 8 a.m., before school-related street parking prevents sweeping activities. These streets include Dalton Rd from Palos Verdes Drive West to Via Pacheco, as well as Cloyden Rd, Paseo Del Mar, Epping Rd, Via Pacheco, and Dalton Rd adjacent to the high school.

3-3 WATER

Water shall be used during sweeping. Furnishing and applying water shall be considered as included in the bid price paid for the various contract items of work requiring such water and for cleanup and no additional compensation will be made therefore. Fire hydrant water meters must be obtained from California Water Service Co. at (310) 257-1400.

3-4 EQUIPMENT

The contractor will use and furnish at his own expense all labor, equipment, and materials necessary for the satisfactory performance of the work set forth in this contract. The contractor will use standard heavy street sweeping equipment, as is necessary to clean the streets of the City of paper, glass, dirt, sand; rocks, litter and debris. The equipment used must be in good working order and subject to inspection by City. The street sweepers will be equipped with dual gutter brooms.

The street sweeping equipment used shall be Rule 1186-certified under the provisions of South Coast Air Quality Management District (AQMD) Rule 1186. The equipment shall also comply with the provisions of Rule 1186.1 to reduce air toxic and criteria pollutant emissions.

All mechanical street sweepers used by the contractor to sweep the residential streets will, at the contractor's sole expense, have installed mechanical devices which register accumulative mileage and speed.
vs. time (Tachometer). These devices will be so installed that they register readings only when the sweepers are actively engaged in sweeping the streets.

The equipment used by the contractor shall be kept in a neat and clean appearance, maintained in top mechanical condition and properly adjusted, from an operational standpoint and from a safety standpoint. All sweepers shall be equipped with an operational rotating amber dome light and flashing taillights.

3-5 SWEEPER OPERATORS

The contractor agrees to require his sweeper operators to present a neat appearance at all times while engaged in the performance of their duties and maintain good bearing and deportment toward City residents and employees. Should, for any reason, an operator be unsatisfactory in the opinion of the City Engineer, the contractor, when notified in writing, will cause that operator to be removed from the job and replaced by a satisfactory operator.

3-6 DISPOSAL OF SWEEPINGS

All labor, materials, equipment, fees, and expenses to haul debris away will be included in the amount bid for this item. The contractor will promptly dispose of and will not allow any of the sweeping of refuse there-from to remain on the public streets, alleys, or other public property after 5:00 PM on any day on which they are collected. The contractor will dispose of all refuse collected by the sweeping operation at his own cost and expense.

3-7 INCLEMENT WEATHER AND SPECIAL EVENTS

The contractor will not receive any additional compensation for extra work caused by winds, rain, or other weather conditions; or special events, parades, festivals, etc. In the event of inclement weather that inhibits the street sweeping operation, the Contractor shall notify the City, in writing, by 12 noon of the day that street sweeping has been postponed. In such cases, the Contractor shall provide the complete service that was postponed on the following business day.

3-8 TRAFFIC COUNTERS

The contractor is cautioned that, at various times and locations, the City will temporarily install portable traffic counting equipment of the type which is activated by vehicles coming in contact with a hose placed in the roadway. Caution shall be used by the contractor while in the performance of his contract duties, for if the contractor damages or causes to be damaged any of the aforementioned traffic counting equipment or appurtenances, he will bear the entire cost for the restoration, repair, inspection, testing, or replacement of said damaged equipment.

3-9 FIELD SUPERVISOR

The Contractor shall designate in writing one competent, full-time, technically qualified, English-speaking Field Supervisor who will be someone other than the sweeper operator. This person shall not be replaced without written notice to the Director of Public Works except under extraordinary circumstances. The Field Supervisor's sole duties shall be to supervise and coordinate the street-sweeping activities. The City shall have direct, immediate contact with the Field Supervisor and the Field Supervisor shall have direct, immediate contact with the sweeper operators. Failure to observe these requirements shall be considered as suspension of the Work by the Contractor.

3-10 STATEMENT REQUIRED

The contractor shall also submit the following to the City Engineer:

- Statements shall accompany the monthly invoice indicating the daily number of sweeper dumps and cubic yards of sweeping delivered to the dump;
- Tachometer charts shall accompany the monthly invoice to permit an audit of sweeping mileage,
sweeping speed, amount of water used, and hours of sweeper operation;

- Copies of bills received from California Water Service and proof of payment of those bills shall accompany the monthly invoice. The bills should clearly indicate the amount of water used per month for sweeping the streets of Palos Verdes Estates;

- After sweeping a missed street reported by a resident or the City to the contractor, the contractor shall fax a checklist to the City at the end of the workday to confirm that the missed street(s) has(have) been swept satisfactorily. Streets shall be listed alphabetically on checklist forms in a format similar to the following:

<table>
<thead>
<tr>
<th>DATE:</th>
<th>AREA #</th>
</tr>
</thead>
<tbody>
<tr>
<td>STREET NAME</td>
<td>SWEPT SATISFACTORILY?</td>
</tr>
<tr>
<td>Street #1</td>
<td></td>
</tr>
<tr>
<td>Street #2</td>
<td></td>
</tr>
<tr>
<td>Street #3</td>
<td></td>
</tr>
<tr>
<td>COMMENTS:</td>
<td></td>
</tr>
<tr>
<td>If this was a make-up sweep initiated by a resident complaint, please provide the resident address as well as the time and date of the complaint below.</td>
<td></td>
</tr>
</tbody>
</table>

The streets listed above have been completely swept to my satisfaction in compliance with all sections of these specifications.

SIGNATURE    DATE