City of Palmdale

Request for Proposals for Integrated Solid Waste Management Services

June 6, 2016

HF&H Consultants, LLC

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SECTION I - INTRODUCTION

Overview of the Request for Proposal

The City of Palmdale (City) is requesting proposals from qualified solid waste companies to provide solid waste collection, transportation, recycling, and disposal services, including street sweeping service, as well as the potential development of solid waste facilities within the City. It is the City's intent to enter into one exclusive franchise agreement for residential and commercial solid waste collection services. The City currently contracts for solid waste collection services with one hauler, Waste Management of Antelope Valley (WM). The franchise agreement includes residential, commercial and industrial solid waste services. The City Council provided notice to end the automatic renewal clause and the agreement expires June 30, 2018. The City receives a franchise fee from the hauler, calculated as approximately 10% of residential, commercial, and industrial gross receipts. In addition, the franchised hauler also owns the Antelope Valley Recycling and Disposal Facility, Inc. Landfill and remits to the City a host fee payment of approximately $800,000 per year.

The City is a member of the Los Angeles County Recycling Market Development Zone (RMDZ). RMDZ is a California Department of Resources Recycling and Recovery (CalRecycle) program that encourages the siting of businesses that manufacture a recycled-content product or process materials for recycling through business and technical assistance, product marketing, and financial assistance. The entire City has been designated as an RMDZ Zone by the County of Los Angeles and CalRecycle. Although it is optional, the City is interested in potential partnerships following the spirit of the RMDZ program, bringing technologies and efforts to divert waste from landfills to the City through the processing of materials or using diverted materials as feedstock.

Descriptions of the service area and current services are provided in Section II of this Request for Proposals (RFP). Section III describes the proposed service requirements, Section IV identifies certain key contract terms, Section V describes the required contents of the proposal, and Section VI describes the evaluation of the proposals. Failure to complete and submit all of the forms and the other information required in Section V may be grounds to disqualify a proposal. The proposal should be organized according to the outline shown in Attachment 1.

Term of New Agreement

The term of the agreement may vary depending on the type of solid waste facilities proposed and successfully developed, and/or partnerships with existing facilities. For example, the initial term of this agreement is eight years plus a City option to extend for up to 24 months for collection service only, with service commencing July 1, 2018 and ending on June 30, 2026. City may consider a longer contract term proposed by proposer if solid waste facilities are successfully developed, and/or proposer provides partnerships with existing facilities. See Sections 2.4 and 2.5 of the draft agreement.

Summary of Requested Services

A description of the service area is included in Section II of this RFP. Existing service data provided by WM and the City is included in Attachment 2. The services for which the City is seeking proposals are summarized in Table 1 below and are briefly described in Section III of this RFP. A more comprehensive description of the scope of services is found in the draft franchise agreement in Attachment 5.

Table 1: Requested Services

CUSTOMER TYPE	*SERVICE DESCRIPTION (Agreement Section References in parentheses)*
Residential Cart Customers	Refuse Cart Collection (4.2.1) Recyclables Cart Collection (4.6.1) Green Waste Cart Collection (4.7.1) Walk-Out Service for disabled customers at no additional charge (4.2.3)
Residential Bin and Commercial Services	Residential Bin Refuse Collection (4.2.4) Commercial Bin Refuse Collection (4.3.1) Temporary Bin and Roll-off Box Service (4.3.2) Commercial Cart Collection (4.3.3) Scout and Push-Out Service at no additional charge (4.11.3.D) Locking Bins (4.11.3.F) Commercial and Multi-Family Organics Program (4.7.2)
City Services (no additional charge)	Refuse, Recyclables and Green Waste Collection from City Facilities (4.5.1) Refuse Collection and Recycling for City-Sponsored Events (4.5.3)
Residential Special Services (Single and Multi-Family) provided at no additional charge	Bulky Item Collection (4.2.2) Holiday Tree Collection (4.7.3) Sharps Collection Program (4.4.3) Solid Waste Voucher and Soil Voucher Programs (4.2.5) Door-to-Door Used Oil Collection (4.2.6)
Other Terms and Services	Street Sweeping (4.5.5) Large Venue Event Assistance, Event Recycling (4.5.6) Mobile Phone Application (3.6 and 5.3.6)

Please note that the City's procurement of a solid waste services agreement is not subject to State or local public bidding laws, and the City does not intend to cause the current RFP process to become subject to such public bidding laws or regulations.

Proposal Clarifications and Updates

After reviewing the RFP package, proposers may find that they require clarification of some requirements. Proposers may submit oral or written questions. Written responses to such questions, addenda and clarifications, if any, will be provided via e-mail to all potential proposers that provide their contact information when they request the RFP from the City or attend the pre-proposal meeting. Proposers should provide the primary contact name, company name, address, e-mail address, and phone number. Only written responses will govern. Written questions may not be accepted after the date shown in Table 2: Procurement Schedule, at the end of this section, as this

would leave insufficient time for the City to provide an adequate response to all potential proposers. However, if proposers have simple questions regarding how to complete submittal forms or otherwise complete the proposal requirements, proposers may continue to request assistance via telephone until the proposal due date. See "Process Integrity Guidelines and Communications During RFP Process" below for instruction on where to submit timely questions.

Process Integrity Guidelines and Communications During RFP Process

All communications regarding this RFP shall be made exclusively through: Ben Lucha, Senior Administrative Analyst, City of Palmdale, by mail at 38250 Sierra Highway, Palmdale, California, 93550, by telephone at (661) 267-5308 and by e-mail at blucha@cityofpalmdale.org, or Laith Ezzet of HF&H Consultants, the City's consultant, by mail at HF&H Consultants, 19200 Von Karman Avenue, Suite 360, Irvine, California, 92612, by telephone at (949) 251-8902 and by e-mail at lezzet@hfh-consultants.com. Interested parties who desire to receive subsequent communications regarding this RFP should respond in an email to Ben Lucha at the email address provided above.

Proposers and their representatives are prohibited from contacting other City personnel or City Council members regarding matters related to this RFP and the award of this contract. Proposers and their representatives that contact other City personnel or City Council members after the City releases the RFP and throughout the evaluation period regarding this RFP process and contract award may have their proposals disqualified from consideration by review and action of the City Council. The "RFP evaluation period" shall terminate when the staff report to City Council regarding the proposal evaluation is publically released.

Proposal Administration

The City of Palmdale shall have the right to perform, and each proposer must agree to cooperate with, an investigation and review of each proposer's ability to perform the work required. Such cooperation shall apply not only to the verification of the proposer's capability and experience in the provision of services, but also to the provision of any other component of work that may be required under this procurement.

In order to objectively evaluate all proposals, the City has attempted to describe the desired services and the terms and conditions in the draft agreement in a manner that will allow a reasonable level of comparability among the proposals. Therefore, the City discourages, and may disqualify, proposals that substantially deviate from this RFP. Proposals that do not include the completed forms required herein and information required in Section V may be disqualified in the City's sole and absolute discretion. Provided that the proposer has submitted a proposal that meets all of the minimum requirements of this RFP, the proposer may also offer additional enhancements that exceed the RFP requirements.

The City reserves the right to reject all proposals, disqualify nonconforming or incomplete proposals at its sole and absolute discretion, waive deviations from the RFP, and determine whether proposers are qualified. The City reserves the right to issue addenda to the RFP, to modify the RFP, to modify the agreement, or to withdraw the RFP. The City may request clarification or additional information from any of the proposers at any point in the RFP process.

Proposals must comply fully with the requirements detailed in this RFP. Required supporting documentation must be included as attachments and be appropriately identified.

The existing service information presented in Section II and Attachment 2 of this RFP is for information only and the City makes no representations as to its accuracy. All proposers should take whatever steps they believe are necessary to reasonably establish the actual existing service information when preparing their proposals.

Submission of Proposals

The draft agreement containing the terms and conditions under which service is anticipated to be provided (see Attachment 5) is an integral part of this RFP. This draft agreement includes information related to service standards, compensation, reporting, and other activities related to the performance of these services. Submission of a proposal shall constitute acknowledgment and acceptance of all the terms and conditions contained in this RFP, and in the draft agreement, unless exception to particular terms and conditions are expressed in writing in the proposal. The successful proposer will be expected to enter into an agreement with the City; only those exceptions noted in its proposal will be considered for modification. The City is not obligated to agree to these exceptions but reserves the right to negotiate modification of such noted exceptions to the draft agreement.

Each and every term and condition of the proposal shall be irrevocable by the proposer until the City enters into an agreement to perform the scope of services for the proposed rates according to those terms and conditions. <u>All information in the proposal shall become part of the public record; no "confidential" information is to be submitted.</u> Within fifteen (15) business days of the selection of a proposal by the City Council, the selected proposer is expected to execute the agreement, provide City with certificate of required insurance and furnish the required performance bond. The form of the financial instruments is described in Section 9.6 of the draft agreement. The terms of this RFP and the proposals are firm for a period of two hundred and seventy (270) days. Once submitted, responses to this RFP cannot be altered without the City's express written consent. The City reserves the right to reject any or all proposals, and may elect to make a decision without further discussion or negotiation. This RFP is not to be construed as a contract of any kind; the City may withdraw or modify this RFP at any time. The City is not liable for any costs incurred by any potential proposer in the preparation of a response to this RFP.

Proposers must submit three (3) bound copies, one (1) unbound photocopy-ready copy, and an electronic copy on a CD or flash (thumb) drive of the complete proposal in a sealed package. The package should be clearly labeled:

ATTENTION: CITY CLERK
PROPOSAL FOR SOLID WASTE SERVICES AGREEMENT
NAME OF PROPOSER
PROPOSER'S ADDRESS
PROPOSER'S CONTACT PERSON
PROPOSER'S TELEPHONE NUMBER
PROPOSER'S FAX NUMBER
PROPOSER'S EMAIL ADDRESS

The proposal may be mailed, couriered, or hand delivered to the City Clerk, City of Palmdale, 38300 Sierra Highway, Suite C, Palmdale, California, 93550. All proposals must be received by the City Clerk of Palmdale by the date and time shown in the schedule in Table 2 at the end of this section, City of Palmdale time. **Proposals received after this time and date may be returned unopened**. Postmarks will not be accepted as proof of receipt.

Proposal Reproduction

Black-and-white copies of the proposals may be made by the City for review by City Council or other parties, either from the unbound copy or from the electronic file submitted. Proposals should be prepared in a manner that reproduces clearly and legibly in black and white. Use of color and dark shading should therefore be minimal.

All proposal pages should be 8.5" by 11" to facilitate reproduction.

Schedule

The procurement schedule is shown in Table 2. These dates are subject to change by the City.

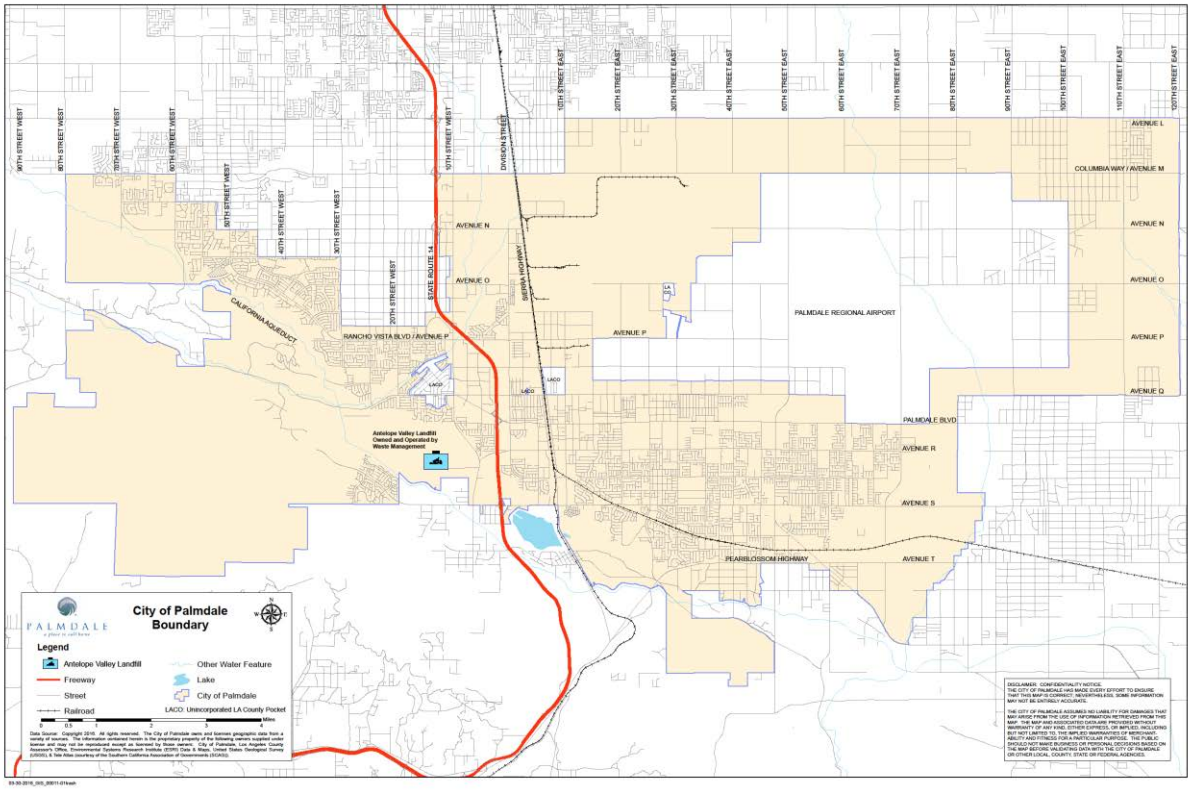
Table 2: Procurement Schedule

Date	Activity
June 6, 2016	Request for Proposals available
June 30, 2016	Pre-proposal meeting 2:00 p.m. at Development Services Building Conference Room, 38250 Sierra Highway, Palmdale, CA The City will allow interested parties to attend the Pre-Proposal Meeting online via WebEx. Please contact Ben Lucha by telephone at (661)267-5308 or by e-mail at blucha@cityofpalmdale.org by June 29, 2016 if you would like to attend the meeting remotely.
July 15, 2016	Last day to submit written questions
October 3, 2016	Proposals due to the City Clerk by 4:00 p.m.
May 3, 2017	Tentative award by City Council
July 1, 2018	Start of service

SECTION II – CURRENT SERVICE DATA

Description of Service Area

The City of Palmdale is located in the northern Los Angeles County area, 64 miles north of Los Angeles. The City's land area is approximately 106 square miles. The City of Palmdale boundary map is shown below.



According to the latest census data as published on the California Department of Finance (CDF) website, as of January 1, 2015, the City has a total of 46,954 housing units (both single and multi-family) and a population of 157,009 people.

The following is an estimate of housing units in the City from the CDF:

Single Family Detached:	36,946
Single Family Attached:	852
Two to Four Units:	1,416
Five + Units:	5,583
Mobile Homes:	2,157
Total	46,954

Estimates of customer counts based on customer billing data provided by the existing hauler are included in Attachment 2.

Current Service Data

The City has obtained from the current hauler, WM, or provided from its own records, the data provided in Attachment 2. As stated in Section I, the City neither warrants nor accepts responsibility for the accuracy of the information. It is the responsibility of each proposer to undertake, at its sole cost, any verification of this information necessary for it to submit a response to this RFP.

Current Rates

The current rates have been in effect since July 1, 2014 and are shown in Attachments 2-A through 2-D, along with the estimated customer counts for each rate category.

Gross Receipts and Fee Payments

Gross receipts reported by the current hauler, franchise fees, and host fees received for CY 2014 are included in Attachment 2-H.

AB 939 Plans

The City is committed to fully complying with AB 939 and future increases in diversion rate goals. The estimated CalRecycle city-wide diversion rate is approximately 75% for 2013 and 76% for 2014. The hauler-reported diversion rate for CY 2015 is 24% of the material they collect. See tonnage detail in Attachments 2-I and 2-J.

Solid Waste Vouchers and Soil Vouchers

Currently, the hauler provides each residential customer two solid waste vouchers annually for use at the Antelope Valley Landfill. Each voucher entitles the customer to dispose up to one ton at no charge. The number of solid waste vouchers redeemed annually is included in Attachment 2-K. Additionally, the hauler implemented a limited Soil Voucher Program in 2010. The local water district distributed 650 soil vouchers to Palmdale residents. Each soil voucher allows a resident to dispose up to one ton of clean inert soil at the Antelope Valley Landfill.

Residential Used Oil and Filter Collection and Certified Collection Center Inspection

Currently, the hauler provides door-to-door used oil and filter collection for residential customers and performs certified collection center inspections within the City in accordance with the City-approved rate schedule. See Attachment 2-L for the number of annual door-to-door used oil and filter collections,hauler billings to the City, and the list of certified collection centers within the City

Food-Generating Establishments Customer Services List

In preparation for the organics waste recycling requirements under AB 1826, the City has included the list of food-generating establishments, current solid waste and recycling service levels, and estimated organics recycling levels in Attachment 2-N.

Construction & Demolition Diversion Compliance

The current hauler must use its best efforts to prevent construction and demolition (C&D) debris from being landfilled. The following is a description provided by the current hauler of its diversion efforts for C&D debris:

Facility and 50% Diversion: C&D recycling loads are processed at WM's East Valley Diversion (EVD) facility in Sun Valley. At EVD, wood is separated and ground to spec for soil amendment additives. Metals are separated and sent to scrap and recovery facilities. Concrete and asphalt are sent to recycled road base producers. Drywall is delivered to gypsum recyclers. Other commodities will be sent to other appropriate facilities. EVD achieves and is certified by the City of Los Angeles for 78.14% diversion.

50% Diversion Documentation: Customers participating in C&D collection are added to WM's D.A.R.T. system. With this system, they are able to log onto an account to view services, pull reports, and monitor their diversion percentages early on in the project and as often as they want or need to so they can make changes on the jobsite to increase their diversions in order to meet their recycling goals or any city requirements or mandates.

WM's Builder's Direct Desk: WM maintains construction specialists who can help determine the best containers or services for a site, and get them there as quickly as possible. Consultation on how to earn valuable points toward LEED certification is also available. This program assists the City and local contractors in meeting CALGreen Building Codes and State Diversion Mandates. Services available within the franchise area include:

a. A Single Point of Contact, dedicated Construction Specialist
b. Customized Recycling Strategies for meeting diversion goals
c. Assistance Gaining Points Toward LEED®
d. Certification Assistance
e. C&D Recycling for balancing the environmental demands of a project with economic goals
f. Material Expertise and Resources

See Attachment 2-N for a sample C&D project diversion report.

SECTION III – PROPOSED SERVICE REQUIREMENTS

The City is requesting proposals for the services described below. If these services represent a significant change to current services, such changes are noted. A more comprehensive description of these services is found in the draft franchise agreement, included as Attachment 5 of this RFP. References to sections and appendices refer to the draft franchise agreement; references to attachments refer to attachments to this RFP.

Residential Cart Service

Current Service Arrangements – The current standard residential rate includes a 96-gallon refuse cart, 96-gallon recyclables cart, and 96-gallon green waste cart. Customers can currently place up to two additional trash bags or one customer-provided refuse container (up to 32-gallons in size) per week. These arrangements are being modified as described below.

Proposed Service Arrangements – Under the new agreement, standard residential cart service includes one 96-gallon refuse cart, one 96-gallon recyclables cart, and one 96-gallon green waste cart. Residential cart customers are entitled to two annual overage pickups per year of material that does not fit in the refuse cart(s) at no additional cost. Each pickup can consist of up to the equivalent to three large bags of refuse. Overage pick-ups also will be provided at no additional charge for three weeks beginning December 26 and also for one week in April during the City's Environmental Pride Week. Any additional overage pickups may be charged per pickup in accordance with the City approved rate schedule. Collection is automated and once per week, with all waste streams collected on the same day. See Section 4.2.1.

Refuse Cart Collection – Hauler will distribute 96-gallon refuse carts. There is a monthly fee for an additional 96-gallon refuse cart. Customers will be billed based on the number of refuse carts requested. See Section 4.2.1.

Recycling Cart Collection – Hauler will distribute 96-gallon recycling carts. Recyclables collection shall be once per week on the same day as refuse collection. There shall be no additional charge for the recycling cart, and customers that regularly fill their recycling carts may request additional recycling carts at no additional charge. See Section 4.6.1.

Green Waste Cart Collection – Hauler will distribute 96-gallon green waste carts. Customers are allowed to place manure in the green waste carts. The number of customers disposing of manure is not known. Green waste collection shall be once per week on the same day as refuse collection. There shall be no additional charge for the green waste cart, and customers that regularly fill their green waste carts may request one additional green waste cart at no additional charge. See Section 4.7.1.

Special Services

Walk-Out Service – Residents physically unable to move their carts to the point of collection may request walk-out service, whereby Company enters the backyard or other container storage location, moves the carts to the curb for collection, and returns the carts after collection at no additional charge. See Section 4.2.3.

On-Call Bulky Item Pickup - Company shall provide bulky item pickup service to all residential refuse customers (including both cart and bin customers) on the regularly scheduled collection day. Each residential refuse cart customer shall be entitled to four bulky item pickups per calendar year at no

additional charge. Residential refuse bin customers shall be entitled to a number of annual pickups at no additional charge equal to the number of dwelling units in the multi-family building or complex. Each bulky item pickup includes collection of up to four bulky items. Residential customers that exceed the number of free bulky item pickups, and all commercial customers, may receive bulky item collection under the same terms for a fee. Residents must have ability to request the service by phone, online, or through the City app. See Section 4.2.2.

Holiday Tree Collection and Recycling - Company will collect and divert holiday trees placed curbside from all residential customers for the first two weeks in January. Company will divert all holiday trees from landfilling, with the exception of trees that cannot be diverted due to flocking, tinsel or ornaments. See Section 4.7.3.

Annual Cleanup Campaign – Company will provide special collection services annually during the one-week cleanup campaign known as "Palmdale Environmental Pride Week," which include pickup of extra trash bags of up to ten 30-gallon bags per household. See Section 4.4.1.

Solid Waste Voucher Program – Company will provide each of its residential customers with two solid waste vouchers for use at a drop-off location arranged for and staffed by Company and approved by the City. Drop-off location must be located within ten miles of the City limits. Each solid waste voucher will entitle a residential customer to dispose up to one ton free of charge. If desired, Company may elect to provide an electronic voucher system in lieu of paper vouchers. See Section 4.2.5.

Soil Voucher Program – Company will provide a soil voucher program or similar program to assist residential customers with disposal of soil, sod, and turf from xeriscaping projects. See Section 4.2.5.

Residential Used Oil and Filter Program – Company will provide door-to-door used oil and filter collection for residential customers and perform certified collection center inspections within the City. See Section 4.2.6.

Sharps Collection Program – Company shall provide Residential Customers (both single- and multi-family) with pre-paid postage mail-back Sharps Containers at no additional charge. See Section 4.4.3.

Multi-Family and Commercial Collection Services

Bin Refuse Collection - Company shall collect and remove all refuse that is placed in bins and compactors at least once per week. See Sections 4.2.4 and 4.3.1.

Temporary Bin and Roll-Off Box Service and Processing – Company shall be the exclusive provider of temporary bin service, and permanent and temporary roll-off box service. See Section 4.3.2.

Recyclables Collection Upon Request - Company shall provide recyclables collection service to multi-family bin and commercial customers requesting such service in accordance with the approved rate schedule. See Section 4.6.2.

Commercial Cart Collection - Company shall offer collection in 96-gallon refuse carts to customers at commercial premises that do not have space for a bin. See Section 4.3.3.

Scout and Bin Push-Out Service – Company shall provide as necessary, but may not charge for, scout or bin push-out service. See Section 4.11.3.D.

Locking Bins - Company shall provide locking bin service in accordance with the approved rate schedule. See Section 4.11.3.F.

Commercial/Multi-Family Organic Waste Program - Company shall provide all customers required to participate in an organic waste diversion program under Assembly Bill 1826 with a compliant program. If separate collection of organic waste is proposed, organic waste collection shall be provided at rates equal to the refuse rates for the same size container and frequency of service. See Section 4.7.2.

City and Other Services

Such services will be provided at no additional cost under the new agreement:

City Facilities' Collection - Company will collect and divert or dispose of all refuse, recyclables, and green waste generated at facilities owned and/or operated by the City now and in the future at no additional charge to the City, including no charge for locking bins or other specific services. The current list of facilities and service levels are included in Attachment 2-F. See Section 4.5.1.

City-Sponsored Events - Company will be required to provide bins, roll-offs and litter boxes and liners for refuse and recyclables collection at all City events at no additional charge. A list of current events and estimated service levels are included in Attachment 2-G. See Section 4.5.3.

Street Sweeping – Company shall provide street sweeping within the City in accordance with the specifications set forth in Exhibit C. The trash and street sweeping map and schedules are included in Attachments 2-O and 2-P. See Section 4.5.5. The cost of street sweeping services shall be included in the customer rates proposed in Attachment 3.

Large Venue & Event Assistance, Event Recycling - Company will assist planners of large venue events with reporting and planning needs to provide recycling as may be useful in meeting the requirements of AB 2176, and in lowering Disposal quantities generated at such events at no additional charge. See Section 4.5.6.

SECTION IV – KEY CONTRACT TERMS

A comprehensive description of contract terms is found in the draft franchise agreement. Below are some key terms to bring to your attention. Section references to the draft franchise agreement are included in the following summary.

Collection Schedules and Holiday Collection

Residential collection is Monday through Friday, and commercial collection is generally Monday through Saturday. Company must provide Sunday service to commercial customers requesting service, provided City approves. Collection on a holiday (New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day), and for the remainder of the holiday week, is postponed one day. See Section 4.11.1.

Education and Public Awareness

The City recognizes that effective public education is the key to implementing effective programs and achieving CalRecycle's diversion requirements. Refer to Section 5.3 of the draft franchise agreement for specific requirements relating to minimum public outreach requirements.

Faithful Performance Bond

The franchisee will be required to provide a performance bond for a total of $1,250,000 in surety. See Section 9.6.

Reporting and Auditing

The draft franchise agreement contains detailed auditing procedures, and specific reporting and record keeping requirements. See Article 8 of the draft franchise agreement for detailed information on the required records, reports, and review requirements. A biennial audit will be performed as described in Section 8.2.6.

Minimum Recycling Requirements

Company shall propose a minimum recycling rate for all solid waste it collects under this Agreement. Recycling of materials not collected by the Company is not to be counted towards meeting this requirement. If a form of diversion, such as any form of Transformation or the use of green waste as alternative daily cover at landfills, ceases to provide diversion credit for any reason, this will not relieve Company of the requirement to meet this minimum diversion goal, and no extraordinary rate increase shall be provided if Company must implement alternative programs to meet this minimum requirement. See section 4.8.

Collection Vehicle Requirements

Route collection vehicles shall be less than ten years in age. See Section 4.11.2.

Fees/Funding

Administrative Fee - Upon execution of the franchise agreement, Company will be required to remit to the City a one-time contracting cost reimbursement of $250,000 to reimburse the City for its costs of developing and awarding the franchise. See Section 3.1.

Franchise Fee – Company shall pay a franchise fee that is commensurate with the commercial value to be received by Company in receiving the exclusive right to provide the service set forth herein. The City concludes that a reasonable and appropriate amount for the benefits provided should be a minimum of $2.4 million in the first year. This payment to the City shall be referred to as a Franchise fee and its percentage will be calculated according to estimated gross receipts proposed under this agreement as shown in Attachment 4-D. The proposed franchise fee will consolidate amounts currently remitted by the existing hauler as two separate fees (franchise fees and host fee). See Section 3.2.

AB 939 Support Fee – Company shall pay an AB 939 support fee of approximately $90,000 per year. See Section 3.3.

Street Sweeping Support Fee – Company shall pay a Street Sweeping support fee in the amount of $25,000 per year. See Section 3.4.

Biennial Audit – The biennial audit fee is due by December 31, 2019 and every other year thereafter as described in Section 3.5.

Mobile Phone Application Fee – Company shall pay a Mobile Phone Application Fee in the amount of $7,500 per year. See Section 3.6.

Billing

Company shall bill residential cart customers quarterly in advance and commercial customers monthly in advance. Company shall provide monthly billing to residential customers upon request for the customers. Company is responsible for bad debt. See Section 5.1.2 for further billing procedure requirements.

Rate Adjustment Method

Initial rates effective July 1, 2018 will be set based on the rates proposed in Attachment 3 and fixed through June 30, 2019. The rates will thereafter be adjusted annually using the average change in the CPI for garbage and trash collection, U.S. City average, capped at 5%. See Article 6 of the draft franchise agreement.

Low-Income Residential Senior Rate

The low-income residential senior rate will be available to qualifying customers age 62 and older to receive 20% discount off the standard rate. See Section 5.1.3.A. The current low-income senior citizen discount application form is included in Attachment 2-Q.

Mobile Phone Application

Company shall support the continuing use of the City's iPhone and Android compatible mobile phone application, MyWaste, the City's approved vendor. At a minimum, the application shall allow users to receive reminders of their respective Solid Waste Collection and street sweeping days (technology permitting). Company shall fund the continued development of the application at a rate of $7,500 per year, adjusted by 2.5% annually. See Sections 3.6 and 5.3.6.

SECTION V - PROPOSAL SUBMISSION REQUIREMENTS

The following information must be organized according to the outline in Attachment 1. Requested information should be identified by letter or number in the outline. All items must be addressed. All pages must be sequentially numbered.

1. General Requirements

At the beginning of the proposal, include all of the following:

1.a Title page

1.b Transmittal letter identifying the name, mailing address, e-mail address, telephone number and facsimile number of the proposal contact person

1.c Table of contents

1.d Signature pages of all RFP addenda issued by City

2. Rate Proposal Forms (Attachment 3)

Proposed rates should be included in Attachment 3. In addition to the rates, proposers are responsible for calculating the estimated total annual rate revenue from each type of service (the forms should automatically provide all such calculations, but the proposers are responsible for confirming the accuracy of the calculations in the submittal).

Rates are proposed on Attachments 3-B, 3-C and 3E. The annual residential, commercial and roll-off box rate revenue from the proposed rates should automatically calculate on Attachments 3-B, 3-D and 3-E and be summarized in Attachment 3-A ("Summary of Rate Proposal"). Exhibit A of the draft agreement in Attachment 5 contains rates for other services that are set by the franchise agreement.

A proposal may be deemed nonconforming or incomplete unless Attachment 3 is complete and submitted in its entirety. A Microsoft Excel file containing Attachment 3 will be available after the pre-proposal conference and can be e-mailed to proposers requesting it by contacting April Hilario of HF&H at (949) 251-8586 or by e-mail at ahilario@hfh-consultants.com.

3. Supporting Costs and Operating Data (Attachment 4)

The supporting cost and operating data worksheet in Attachment 4-A provides a format for proposers to estimate their annual revenue requirement for providing all of the proposed services. The proposer's estimated revenue requirement will be used to evaluate the reasonableness of the proposed rates. The total revenue requirement on Row 17 of Attachment 4-A should reconcile to the proposer's estimated first-year annual rate revenue on Row 4 of Attachment 3-A. Proposers should explain assumptions supporting any differences.

Projected number of routes, route hours and crew size are required on Attachment 4-B.

Attachment 4-C demonstrates how the proposer plans to reach their proposed diversion rate. Note that diversion programs put forth in Attachment 4-C, and elsewhere in proposer's proposal, will be incorporated into the franchise agreement.

Attachment 4-D calculates the franchise fee as a percentage of the estimated first-year revenue requirement.

Additional environmental data regarding the solid waste vehicle trips is required on Attachment 4-E.

A proposal may be deemed nonconforming or incomplete unless Attachment 4 is complete and submitted in its entirety. A Microsoft Excel file containing Attachment 4 will be available after the pre-proposal conference, and can be e-mailed to proposers requesting it by contacting April Hilario of HF&H at (949) 251-8586 or by e-mail at ahilario@hfh-consultants.com.

4. Exceptions to Terms of the Franchise Agreement

Include a list of any proposed exceptions to the RFP and draft franchise agreement. Please reference the agreement section, describe the nature of the proposed exception, and identify proposed substitute language. In order to demonstrate that, but for the noted exceptions, the proposer agrees to all terms and conditions of the agreement as written, the proposer must sign and include the signature page of the draft agreement, along with the noted exceptions, in Section 4 of its proposal. **The proposal is not considered complete without this signed page.**

5. Proposer Overview

5.a Business Structure

Provide the following information regarding the proposing entity and entity that would provide a corporate guarantee, if applicable.

i Legal name of proposing entity that would sign franchise agreement and whether it is an individual, a partnership, a corporation, or a joint venture.

ii Entity that would submit financial statements and whether it is an individual, a partnership, a corporation, or a joint venture. If other than proposing entity, indicate relationship and willingness to sign corporate guarantee (see Exhibit D of draft agreement).

iii Number of years in which proposing entity has been organized and doing business under this legal structure (if other than an individual).

iv Names of owners/stockholders with more than 10% of the company's equity.

v Names of all officers.

vi Corporate headquarters location.

vii Local headquarters location (if different).

5.b Description of Proposer's Experience

Identify the names of all the public agencies in Los Angeles County, where the proposer currently provides service, including what type of service (e.g., exclusive residential, exclusive commercial, non-exclusive commercial, etc.)

Additionally, the proposer should submit a brief description of the proposer's experience in California providing solid waste services under exclusive agreements to city or county customers that qualifies it to perform the services being procured through this RFP; provide a table, including each jurisdiction's services (residential cart, commercial bin, roll-off box, etc.). Include preferably three or more detailed references for current municipal customers with services most similar to those requested in this RFP. References shall include:

i The name of the jurisdiction.

ii Time period during which proposer provided service to the jurisdiction.

iii The type of customers served (e.g. residential cart, commercial bin, and/or roll-off box).

iv The services performed (e.g. refuse collection, recyclable materials collection or green waste collection).

v Residential collection methods (e.g. manual or automated).

vi Whether the services were exclusively or non-exclusively provided in the jurisdiction by the proposer.

vii The name, address and telephone number of the jurisdiction representative responsible for administering the contract.

Additionally, please provide at least one municipal reference for service transitions from another hauling company, including a brief description of the old and new services, and service transition dates, as well as the information listed in i to vii above.

5.c Information Regarding Past and Pending Litigation

Describe all civil legal actions with government agencies, and all criminal legal actions now pending or that have occurred in the past ten years against:

i The key personnel described in Section 5.d.

ii The owners and officers of the company.

ii The entity submitting the proposal.

iii Any parent or affiliated company for actions filed in the State of California (for affiliates, proposer may limit disclosures of non-criminal matters to those in the Los Angeles County area).

Additionally, proposers should include any additional current or recent litigation or other regulatory issues that may impact the proposer's ability to provide the services described in its proposal and may otherwise be presented to, or questioned by, the City. Proposers may include a response to any negative allegations at this time. Civil personnel actions need not be included if government agencies or the key personnel described in Sections 5.c.i and 5.c.ii are not involved.)

5.d Key Personnel

Identify and describe the qualifications and experience the City can expect of the key personnel your company would assign to the City. Provide a brief biographical description of the proposed management team members, at a minimum including the primary contract contact to the City, the route manager and the recycling coordinator/public outreach specialist. Indicate the office locations for each key person assigned to the franchise.

5.e Financial Information

Initially, proposers must provide the following financial information in the proposal for the proposing entity or, if a guarantee is offered, for the guarantor:

i The type of financial statements produced (e.g. audited, reviewed or compiled) and the corporate entity that they represent (proposer or corporate guarantor).

ii The most recently completed fiscal year for which financial statements are available.

iii Annual revenue from the most recently completed financial statements for the proposer or, if applicable, the corporate guarantor.

iv Current Assets to Current Liabilities ratio (current assets/current liabilities) from the most recently completed financial statements for the entity that will provide the guaranty.

v Total Liabilities to Total Assets ratio (total liabilities/total assets) from the most recently completed financial statements for the entity that will provide the guaranty.

If selected for further consideration, proposers must be prepared to submit financial statements within five (5) business days of the request for the most recently completed fiscal year for the entity that will guarantee the performance of the franchise agreement. All such statements would need to be prepared and presented in accordance with Generally Accepted Accounting Principles applied on a consistent basis, and must include a statement by the chief financial officer of the proposer's company that there has been no material adverse change in conditions or operations, as reflected in the submitted balance sheets, income statements and cash flow statements, since the date on which they were prepared.

Prior to award, the selected proposer will be required to submit "reviewed" or "audited" financial statements that demonstrate reasonable financial resources and stability to the satisfaction of the City. If awarded the contract, the financial statements shall remain with either the City or its consultant.

6. Facility Descriptions Required in Proposal

6.a Transfer Facilities

For each transfer facility, if any, please identify the following:

i The name and address of the facility.

ii Statement regarding any relationship between the proposer and the facility owner/operator (if any).

iii The price per ton for transfer and disposal of refuse.

iv Estimated date for start of operation, if facility is not currently in operation.

6.b Processing Facilities

Proposers must identify in their proposals any facilities they plan to use for the:

- processing of the commingled recyclables
- processing of green waste
- processing of mixed waste
- transformation of refuse (Waste-To-Energy), if applicable
- processing of mixed construction and demolition debris
- processing of food waste

For each facility, please identify the following:

i The name and location of the facility.

ii A statement regarding any relationship between the proposer and the facility owner/operator (if any).

iii The material to be processed (green waste, commingled recyclables, mixed waste, food waste).

iv The price per ton.

v. Anticipated carbon reductions through use of facility.

These four items must be included for each facility to be used.

6.c Operating Facilities

Proposers must provide information about the operating facilities that they plan to use, including:

i Yard address for equipment and personnel staging and arrangements for maintenance of equipment.

ii Office address for customer service, public relations, billing, and franchise administration.

iii Other operating facilities to be used in providing service under this franchise agreement.

6.d Disposal Facilities

For each disposal facility, please identify the following:

i The name and address of the facility.

ii Statement regarding any relationship between the proposer and the facility owner/operator (if any).

iii The price per ton.

7. Optional: Proposed Facilities and/or Partnerships to Be Developed

The City is interested in proposals for the development of new solid waste facilities within the City and/or partnerships with existing facilities that would provide an economic benefit to the City through a host fee, revenue sharing or other financial mechanism. Proposers are to provide information about the facilities that they plan to propose including:

i Type of facility

ii Estimated facility capacity in tons per day and tons per year

iii Estimated tip fee per ton

iv Estimated number of employees

v Estimated number of years following contract award to develop an operational and fully permitted facility

vi Proposed contract term associated with proposed arrangement

vii Proposed partnership arrangement and additional fees or revenue to the City, including how such fee payments or revenue sharing would be calculated

viii Implementation plan/schedule

ix Waste flow – a summary of where the proposed facility tonnage would originate and how much of the estimated facility tonnage is under contract by the proposer

x Anticipated environmental benefits if applicable (i.e., describe qualitatively and if possible, quantify carbon reduction from siting and use of new facility).

8. Implementation Plan

Proposers should provide an implementation schedule. The proposal must clearly demonstrate that your company has the ability to implement the services in accordance with the City's transition date, including meeting equipment, personnel, administration, maintenance and public education and outreach requirements.

9. Collection Vehicle Descriptions

Please provide a table that includes the following information for each vehicle to be used under this franchise agreement.

1. Make
2. Model

3. Model Year
4. Type of fuel (e.g., CNG, LNG, diesel)
5. Vehicle type (front loader, rear loader, roll-off, etc.)
6. Number of vehicles with this description to be used

10. Minimum Recycling Requirements

Proposers shall propose a minimum diversion percentage for all solid waste to be collected by Company under the new agreement. Supporting programs and tonnage estimates must be included in Attachment 4-C. See Section 4.8.

Describe specific diversion plans that may be proposed, in addition to those required by the RFP, in order to reach this proposed diversion goal. Proposers must demonstrate how the diversion rate shall be achieved.

If the proposer is willing to commit under the new agreement to diverting any special materials (for example, Styrofoam or carpet), describe specifically how the material will be collected and diverted.

11. Solid Waste and Soil Voucher Programs

On an annual basis, the selected Company will provide each of its Residential customers with two Solid Waste Vouchers for use at a drop-off location approved by the City. The drop-off location must be located within ten (10) miles of the City limits. Each Solid Waste voucher will entitle a Residential customer to dispose of up to one (1) ton of Solid Waste free of charge. If desired, Company may elect to provide an electronic voucher system in lieu of paper vouchers. Residents will provide proof of residency with address or account number at drop-off location. The Company's electronic voucher system must be able to track the number of times each resident uses the voucher program. See Section 4.2.5.

In addition, proposer shall describe how they can assist residents with disposal/recycling of turf replacement with a soil voucher program or similar program, free of charge. Water conservation is important to the City and its residents. The soil voucher program shall be available to all residents for the purpose of xeriscaping and other less water intensive landscaping projects. Proposers shall provide a description of the soil disposal program, number of vouchers to be provided per resident per year, maximum disposal amount per voucher, and any limitations.

Proposers shall also propose drop-off location for the solid waste and soil program within ten miles of the City limits.

12. Construction and Demolition Diversion Program

Proposers must provide a description of their proposed Construction and Demolition Diversion Program, including procedures for administration and reporting. See Section 4.6.2.c.

13. Horse Manure Collection Program

Proposers must provide a description of their proposed Horse Manure Collection Program. Currently residential cart customers place horse manure in green waste carts. Proposers must specify whether manure can be placed in green waste carts or alternate containers. See Section 4.10.

14. Carts

All carts shall be new at start of contract. Cart bodies and lids must be the same color. Proposer shall describe carts which it intends to use in the City, pending City approval. Include manufacturer and specific sizes, and provide color cart photos. Identify the term of the manufacturer's warranty in years. See Section 4.11.3.

Some residents live in "wildland-urban interface" areas, which refer to the zone of transition between unoccupied land and human development. Residents in the wildland-urban interface may face nuisance pests and vermin such as coyotes. Proposers shall describe efforts or suggestions to prevent nuisance animals from intruding into the carts.

15. Environmental Data

Prior to the approval of a Franchise Agreement, the City will need to determine whether the California Environmental Quality Act (CEQA) applies, and, if so, what type of CEQA review is required. The decision on CEQA review will be based on the particular proposal presented to the City for approval. The proposer will be responsible for the cost of CEQA compliance, including the preparation of any necessary environmental documents, if its proposal is selected.

Environmental data should be included as part of the proposal. The environmental data should relate to the environmental impacts and benefits of the proposal. The environmental data can be qualitative and does not need to be quantitative. The environmental information should address issues such as air quality, transportation and noise. For example, air quality information may relate to emissions of criteria pollutants and greenhouse gases, and transportation information may relate to truck trips and vehicle miles traveled. The proposal also may address truck size and fuel type, and sources of power for the facility. This information will help the City initially evaluate the environmental issues presented by the proposal and consider these issues in evaluating the proposal. The City may request additional information on environmental data during the review process prior to award and may require more detailed input from the proposer or proposer's consultant.

16. Illegal Dumping/Abandoned Item Abatement Efforts

Since the City has a low population density (approximately 1,441 residents per square mile as compared to locations like Los Angeles at 4,710 per square mile) and a large amount of open, undeveloped space, the City has issues with illegal dumping. Currently, the City has a staff member dedicated almost exclusively to illegal dumping who takes court-appointed Community Service Workers to clean illegal dump sites in City right-of-ways. In addition, City Street Maintenance crews collect illegally dumped items adjacent to locations where they are working, the City's app allows residents to report illegal dump sites, and Code Enforcement Officers work with private property owners who own locations with dump sites and enforce mandatory trash services in order to address illegal dumping. Beyond that, the City works actively with the Antelope Valley Illegal Dumping Task Force to address illegal dumping in the City and in the entire Antelope Valley (http://ladpw.org/epd/illdump/tf.cfm).

Per Section 4.11.11.A of the draft agreement, Company's drivers will note the addresses of any premises where unauthorized dumping has occurred and report to the City within two working days of such observation.

The City is interested in proactive approaches to mitigate illegal dumping. Proposer shall describe any additional illegal-dumping/abandoned item abatement efforts which it proposes for use in the City, pending City approval.

17. Proposal Enhancements

Provided that the proposer has submitted a proposal that meets all of the minimum requirements of this RFP, the proposer may also offer additional enhancements that exceed the requirements of this RFP and the franchise agreement. Any such enhancements shall be listed by number under this section in the RFP. If proposed, such enhancements should be tangible benefits described in sufficient detail to be included as enforceable requirements under the franchise agreement. The one-time and/or annual financial benefit to the City and/or ratepayers should be clearly identified and quantified with supporting assumptions provided.

SECTION VI - PROPOSAL EVALUATIONS

The proposal will be objectively evaluated based on criteria that may include, but is not limited to, the following factors.

Proposer's Qualifications

General Experience – Demonstrated experience providing similar services to other jurisdictions, and experience of key personnel.

Jurisdiction Satisfaction – Satisfaction of proposer references with services received, including but not limited to, implementation, customer services, reporting, and working cooperatively with City staff. Customer service is of utmost importance to the City.

Technical Qualifications

Waste Diversion – As measured by the proposed hauler-collected diversion rate and proposed alternatives to disposal offerred.

Implementation Plan – Reasonableness of implementation plan and schedule; ability to meet deadlines (i.e., equipment procurement schedules and personnel available); ability and resources to manage a service transition.

Operations – Reasonableness of assumptions (e.g., number of routes, diversion assumptions).

Exceptions to the Terms and Conditions

Exceptions to the RFP and draft agreement – Number and nature of the exceptions.

Financial Resources

Financial Stability – Comparison of additional revenue from this agreement to company's current revenue stream, financial stability of proposer based on its financial ratios.

Costs

Cost of service, as measured by rate revenues - Cost competitiveness relative to other proposals.

Reasonableness of costs - Logically consistent relationship between costs and operational assumptions.

Other

Proposed partnerships and added benefits proposed to City.

Award

To be considered, proposals must be complete and must conform to the requirements of this RFP as to form and content. The franchise will be awarded for the proposal that offers the greatest value to the City, within the budgetary limitations. The City, however, reserves the right to reject any or all proposals, to accept or reject any one or more items of a proposal, or to waive any minor irregularities or informalities in the proposal. City Council will select the proposal it determines to best serve the

City and is not bound to follow the recommendation of City staff or City staff's proposal evaluations in making its selection. It is anticipated that all services will be contracted for. However, the City reserves the right to change such service descriptions prior to award.

ATTACHMENT 1

Proposal Outline

The following is an outline that proposers shall follow when completing their proposals. Under each section, proposer must include all information as outlined below, including all subheadings and subsections as identified in Section V. All information outlined in Section V is required to be addressed.

1) General Requirements
    a) Title page
    b) Transmittal letter
    c) Table of contents
    d) Signature pages of all RFP addenda issued by the City
2) Rate Proposal Forms (Attachment 3)
3) Supporting Cost and Operating Data Worksheets (Attachment 4)
4) Exceptions to Terms of Franchise Agreement
5) Proposer Overview
    a) Business Structure
    b) Description of Proposer's Experience
    c) Information Regarding Past and Pending Litigation
    d) Key personnel
    e) Financial information
6) Facility Descriptions
    a) Transfer facilities (capacity, location)
    b) Processing facilities (recycling, green waste, construction and demolition debris, mixed waste, food waste, other, capacity, location)
    c) Operating facilities
    d) Disposal facilities
7) Optional: Proposed Facilities and/or Partnerships to Be Developed
8) Implementation Plan
9) Collection Vehicle Descriptions
10) Minimum Recycling Requirements
11) Solid Waste and Soil Voucher Programs
12) Construction and Demolition Diversion Program
13) Horse Manure Collection Program
14) Carts
15) Environmental Data
16) Illegal Dumping/Abandoned Item Abatement Efforts
17) Proposal Enhancements

ATTACHMENT 2

Existing Service Data

Table of Contents

Page	Contents
2-A	Residential Cart Service
2-B	Commercial Cart and Bin Service
2-C	Special Services and Other Charges
2-D	Roll-Off and Temporary Bin Services
2-E	Routes and Route Hours
2-F	City Facilities
2-G	City-Sponsored Events
2-H	Gross Receipts, Franchise Fees and Host Fees CY 2014
2-I	Tonnage - WM CY 2014
2-J	Tonnage - WM CY 2015
2-K	Solid Waste Vouchers and Clean Insert Soil Vouchers to AVLF
2-L	Residential Used Oil and Filter Collection and Certified Collection Center Inspections
2-M	Food-Generating Establishments Customer Services List - Businesses and Multi-Family Properties Serviced by WM
2-N	Sample C&D Project Diversion Report
2-O	Trash Collection and Street Sweeping Map
2-P	Trash Collection and Street Sweeping Schedule - CY 2016
2-Q	Application for Low Income Senior Citizen Discount for Residential Solid Waste Collection

RESIDENTIAL CART SERVICE

As of October 2015

Row	Service Category	Monthly Rate		Billing Units	
1	Standard Residential w/ sweep (1)	$ 23.10	per dwelling	33,075	dwelling units
2	Standard Residential w/o sweep (1)	$ 22.28	per dwelling	2,381	dwelling units
3	Senior w/ sweep	$ 18.49	per dwelling	2,040	dwelling units
4	Senior w/o sweep	$ 17.83	per dwelling	104	dwelling units
5	Mobile Home (per sp.)	$ 18.67	per dwelling	-	dwelling units
6	Mobile Home w/ GW (per sp.)	$ 21.07	per dwelling	-	dwelling units
7	Mobile Home 96-gal w/ GW (per sp.)	$ 22.28	per dwelling	-	dwelling units
8	Duplex w/ sweep	$ 31.06	per dwelling	-	dwelling units
9	Duplex w/o sweep	$ 29.95	per dwelling	-	dwelling units
10	Triplex w/ sweep	$ 37.33	per dwelling	-	dwelling units
11	Triplex w/o sweep	$ 35.99	per dwelling	-	dwelling units
12	Fourplex w/ sweep	$ 57.30	per dwelling	-	dwelling units
13	Fourplex w/o sweep	$ 55.26	per dwelling	-	dwelling units
14	Apartment 5+ (per unit) w/ sweep	$ 12.22	per dwelling	-	dwelling units
15	Apartment 5+ (per unit) w/o sweep	$ 11.78	per dwelling	-	dwelling units
16	Total Dwelling Units			37,600	
17	Additional 96-gal Refuse Cart (in excess of 1 cart per customer)	$ 12.13	per cart	1,115	carts

(1) Standard service includes one 96-gallon refuse cart, plus two trash bags or one 32-gallon container, unlimited number of recyclables and green waste containers.

COMMERCIAL CART AND BIN SERVICE

As of October 2015

Number of Containers Serviced

Row	Container Type/Size	Number of Collections per Week						Total
		1	2	3	4	5	6	
1	Refuse Commercial Cart - 96-gallon	28						28
2	Refuse - 1 Cubic Yard	27						27
3	Refuse - 1.5 Cubic Yard	139	3		1	1		144
4	Refuse - 2 Cubic Yard	75	16	13		1	2	107
5	Refuse - 3 Cubic Yard	291	263	147	80	69	69	919
6	Refuse - 4 Cubic Yard	56	75	72	27	17	41	288
7	Refuse - 6 Cubic Yard	17	11	10	5		5	48
8	Refuse - 3 Cubic Yard Compactor							-
9	Refuse - 4 Cubic Yard Compactor	1						1
10	Refuse - 6 Cubic Yard Compactor							-
11	Recycling - 96 Gallon	10						10
12	Recycling - 1 Cubic Yard	8						8
13	Recycling - 1.5 Cubic Yard	25	4	1				30
14	Recycling - 2 Cubic Yard	12	2	3				17
15	Recycling - 3 Cubic Yard	141	50	45		5	1	242
16	Recycling - 4 Cubic Yard	13	14	25	1	2	1	56
17	Recycling - 6 Cubic Yard	7	2	5		1	2	17
18	Organics - Cart Service	1	1	63				65
19	Scout Service (None reported)							-
20	Locking Lid (1)	306						306

Rates for the Services Provided

Row	Refuse Container Type/Size	Number of Collections per Week						Extra Pickup
		1	2	3	4	5	6	
21	Refuse Commercial Cart - 96-gallon	$ 31.13						$ 15.93
22	Refuse - 1 Cubic Yard	$ 62.13	$ 112.46	$ 150.86	$ 189.32			$ 24.00
23	Refuse - 1.5 Cubic Yard	$ 76.71	$ 137.01	$ 189.73	$ 220.72	$ 355.57	$ 414.13	$ 36.00
24	Refuse - 2 Cubic Yard	$ 88.69	$ 157.66	$ 202.92	$ 271.82	$ 381.17	$ 443.32	$ 45.04
25	Refuse - 3 Cubic Yard	$ 127.16	$ 214.80	$ 308.35	$ 386.14	$ 414.54	$ 456.78	$ 51.06
26	Refuse - 4 Cubic Yard	$ 147.80	$ 277.82	$ 396.00	$ 500.35	$ 569.18	$ 610.35	$ 58.57
27	Refuse - 6 Cubic Yard	$ 200.95	$ 340.70	$ 448.89	$ 598.48	$ 669.11	$ 755.55	$ 65.27
28	Refuse - 3 Cubic Yard Compactor	$ 254.32	$ 429.60	$ 616.70	$ 772.28	$ 829.08	$ 913.56	$ 102.12
29	Refuse - 4 Cubic Yard Compactor	$ 295.60	$ 555.64	$ 792.00	$ 1,000.70	$ 1,138.36	$ 1,220.70	$ 117.14
30	Refuse - 6 Cubic Yard Compactor	$ 401.90	$ 681.40	$ 897.78	$ 1,196.96	$ 1,338.22	$ 1,511.10	$ 130.54
31	Recycling - 96 Gallon (2)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
32	Recycling - 1 Cubic Yard (2)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
33	Recycling - 1.5 Cubic Yard (2)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
34	Recycling - 2 Cubic Yard (2)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
35	Recycling - 3 Cubic Yard (2)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
36	Recycling - 4 Cubic Yard (2)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
37	Recycling - 6 Cubic Yard (2)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
38	Organics - Cart Service (3)	$ 31.13	$ 62.26	$ 93.39	$ -	$ -	$ -	$ 15.93
39	Scout Service (4)	$ 37.52	$ 74.95	$ 112.46	$ 149.96	$ 187.40	$ 224.91	N/A
40	Locking Lid	$ 29.96	$ 29.96	$ 29.96	$ 29.96	$ 29.96	$ 29.96	N/A

(1) Locking Lids are serviced multiple times per week, but only tracked as a once per week service. Hauler was unable to provide the number of collections per week.

(2) Hauler does not charge for commercial recycling containers.

(3) Rate for first organics cart shown. Additional organics carts are charged at the commercial cart fee multiplied by frequency.

(4) Scout service fee to be elimated in new agreement.

SPECIAL SERVICES AND OTHER CHARGES

Row	Service	Rate
1	Bagster	$149.80/haul
2	Additional Bin Cleaning (beyond 1 per year)	$ 61.54
3	Overfilled Container Fee & Contaminated Recycling Container Fee	$ 61.54
4	Residential Reactivation Fee (if carts were removed for non-payment)	$ 15.00
5	Commercial Reactivation Fee (if carts were removed for non-payment)	$ 25.00
6	Relocation Fee	$ 25.00
7	Special Bulky	$ 19.84
8	Special Refrigerator	$ 26.44
9	Clean-Cardboard Compact Roll-off (30 tons reported in CY 2014)	
10	10 Cubic Yard	$ 58.45
11	25 Cubic Yard	$ 79.46
12	30 Cubic Yard	$ 88.48
13	40 Cubic Yard (or all other sizes)	$ 97.44

ROLL OFF AND TEMPORARY BIN SERVICES

Number of Pickups and Rates for the Services Provided

Row	Refuse Container Type/Size	# of Pick-ups (Pulls) During 12 Months Ending 12/31/14	Handling Fee per pick-up (excluding disposal)	Rental Rates After 7 Days Without Pickup		
				Daily	Weekly	Monthly
1	**Rolloff Box Pulls**					
2	Rolloff - 10 Cubic Yard	172	$ 217.43	$ 5.99	$ 42.02	$ 167.93
3	Rolloff - 20 Cubic Yard	127	$ 277.34	$ 7.46	$ 54.45	$ 209.95
4	Rolloff - 30 Cubic Yard	815	$ 304.43	$ 9.02	$ 62.95	$ 251.90
5	Rolloff - 40 Cubic Yard	661	$ 380.86	$ 10.51	$ 73.47	$ 293.85
6	Rolloff - 10 Cubic Yard Compactor	0	$ 217.43	$ 5.99	$ 42.02	$ 167.93
7	Rolloff - 20 Cubic Yard Compactor	124	$ 277.34	$ 7.46	$ 54.45	$ 209.95
8	Rolloff - 30 Cubic Yard Compactor	357	$ 304.43	$ 9.02	$ 62.95	$ 251.90
9	Rolloff - 40 Cubic Yard Compactor	129	$ 380.86	$ 10.51	$ 73.47	$ 293.85

Row	Type of Material	# Tons During 12 Months Ending 12/31/14	Disposal/ Processing Cost per Ton
10	**Rolloff Disposal/Processing Cost per Ton**		
11	Trash	10,859	$ 54.35
12	Wood	36	$ 38.13
13	Asphalt	582	$ 11.36

Row	Refuse Container Type/Size	# of Pick-ups (Pulls) During 12 Months Ending 12/31/14	Customer Rate (includes disposal)
14	**Temporary Bin Service (flat rate includes disposal):**		
15	3 Cubic Yard Bin - first dump	375	$ 118.55
16	3 Cubic Yard Bin - per day rental after 7 days	N/A	$ 11.76

ROUTES AND ROUTE HOURS

As of October 2015

Row	Route / Service Type	WM - # of Truck Routes						Crew Size (1 or 2 persons)	Hours Per Route	Total Route Hours Per Week
		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday			
1	Residential Refuse	9.0	9.0	8.0	11.0	10.0	-	1	11.0	517
2	Residential Recycling	6.0	5.0	5.0	6.0	5.0	-	1	11.0	297
3	Residential Green Waste	5.0	6.0	5.0	6.0	6.0	-	1	10.0	280
4	Bin Refuse	5.0	5.0	6.0	5.0	5.0	2.5	1	11.0	314
5	Bin Recyclables	1.0	1.0	1.0	1.0	1.0	-	1	11.0	55
6	Roll-Off	2.0	2.0	2.0	2.0	2.0	-	1	11.0	110
7	Scout	-	-	-	-	-	-	-	-	-
8	Bulky Item	1.0	1.0	1.0	1.0	1.0	-	1	11.0	55
9	Other: Cart Delivery	2.0	3.0	3.0	3.0	3.0	-	1	9.0	126
10	Other: Bin Delivery	1.0	1.0	1.0	1.0	1.0	-	1	11.0	55
11	**Total**	**32.0**	**33.0**	**32.0**	**36.0**	**34.0**	**2.5**			**1,809**

CITY FACILITIES

The following reflects an estimate of the current city facility collection services provided for which franchisee will be responsible for collecting. These locations may change and greater collection frequency may become necessary to prevent overflowing containers.

Row	Service Location	Container Count	Container Size	Frequency of Collection	Material
1	Quinones	1	5 cubic yard	6x/ week	Refuse
2	Marie Kerr	4	3 cubic yard	6x/ week	Refuse
3	Best of West	4	3 cubic yard	6x/ week	Refuse
4	Best of West	1	3 cubic yard	6x/ week	Recycling
5	Desert Sands	4	3 cubic yard	6x/ week	Refuse
6	Manzanita	1	3 cubic yard	6x/ week	Refuse
7	Trans Center	1	3 cubic yard	6x/ week	Refuse
8	Air Park	2	3 cubic yard	6x/ week	Refuse
9	Pelona Vista	6	3 cubic yard	6x/ week	Refuse
10	Pelona Vista	1	30 cubic yard	5x/week	Refuse
11	12 Acre	2	3 cubic yard	6x/ week	Refuse
12	5 acre	2	3 cubic yard	6x/ week	Refuse
13	Library	1	3 cubic yard	6x/ week	Recycling
14	Chimbole Center	2	3 cubic yard	6x/ week	Refuse
15	Aero Institute	2	3 cubic yard	6x/ week	Refuse
16	Aero Institute	1	3 cubic yard	6x/ week	Recycling
17	Hammack Center	2	3 cubic yard	6x/ week	Refuse
18	Work Source	1	3 cubic yard	6x/ week	Refuse
19	Work Source	1	3 cubic yard	6x/ week	Recycling
20	Legacy Commons	1	3 cubic yard	6x/ week	Refuse
21	Legacy Commons	1	1.5 cubic yard	2x/ week	Recycling
22	Playhouse	1	3 cubic yard	6x/ week	Refuse
23	Playhouse	1	3 cubic yard	6x/ week	Recycling
24	Saves	1	3 cubic yard	6x/ week	Refuse
25	Courson	2	5 cubic yard	6x/ week	Refuse
26	Courson Shop	1	3 cubic yard	6x/ week	Refuse
27	Human Resources	2	3 cubic yard	6x/ week	Refuse
28	McAdams	4	3 cubic yard	6x/ week	Refuse
29	Joshua Hills	1	3 cubic yard	6x/ week	Refuse
30	Oasis	3	3 cubic yard	6x/ week	Refuse
31	Dry Town	3	3 cubic yard	See (1)	Refuse
32	Dry Town	1	3 cubic yard	On Call	Recycling
33	Massari	9	3 cubic yard	6x/ week	Refuse
34	Massari	1	30 cubic yard	5x/week	Refuse
35	Park n Ride 1&2	2	3 cubic yard	6x/ week	Refuse
36	Park n Ride 3	1	3 cubic yard	6x/ week	Refuse
37	Maint Center	2	3 cubic yard	6x/ week	Refuse
38	Maint Center	1	3 cubic yard	2x/ week	Recycling
39	Maint Center	4	30 cubic yard	5x/ week	Refuse
40	Apollo	1	3 cubic yard	6x/ week	Refuse
41	Total Container Count	82			

(1) Dry Town refuse bins are dumped 6x/week from Memorial Day through the middle of September. From September through Memorial Day, they are dumped 3x/week.

CITY-SPONSORED EVENTS

The following are estimates of the service levels required at recent events in the past 12-months.

Row	Event	Date	Location	Container Size	Container Count	Material
1	LMD Rennovation	01/09/19	Opal Ave.	10yd	2	MSW
2	Community Clean Up Manzanita Park	01/21/19	Mesa Verde Ave.	40yd	2	MSW
3	Contractual Event - Weed Clean-up Project (1)	08/18/19	Palmdale Airport	40yd	3	MSW
4	Flood Service Relief	10/29/19	Rickie Ln	30yd	1	MSW
5	Flood Service Relief	10/24/19	Merryvale Ln.	30yd	1	MSW
6	Public Works Free Service	11/03/19	East Ave. R-12	10yd	2	Turf
7	Flood Service Relief	10/17/19	Almond Ave.	40yd	1	MSW
8	CITY OF PALMDALE (FS)	On-going	3rd St E	30yd	1	MSW
9	CITY OF PALMDALE (FS)	On-going	3rd St E	30yd	1	Storage Box
10	PALMDALE-COMINGLED (RCY)(FREE)	On-going	E AVENUE Q6	40yd	1	Recycling
11	PALMDALE-COMINGLED (RCY)(FREE)	On-going	E AVENUE Q6	40yd	1	Storage Box
12	PALMDALE PELONA VSTA N (FS)	On-going	TIERRA SUBIDA AVE	40yd	1	MSW
13	PALMDALE THURS ON SQRE (FREE)	On-going	9TH ST E	40yd	1	Storage Box
14	CITY OF PALMDALE HAMMOCK FALL	On-going	E AVENUE Q6	40yd	1	Storage Box
15	CITY OF PALMDALE CITY CLERK	On-going	3RD ST E	30yd	1	Storage Box
16	CITY OF PALMDALE (FS)	On-going	55TH ST E	10yd	1	MSW
17	CITY OF PALMDALE (FS)	On-going	55TH ST E	25yd	1	MSW
18	CITY OF PALMDALE (FS)	On-going	55TH ST E	40yd	1	MSW
19	PALMDALE MAINTENANCE YARD	On-going	3RD ST E	30yd	1	MSW
20	PALMDALE GREENWASTE (FS)	On-going	RANCHO VISTA BLVD W	30yd GW	1	GW
21	PALMDALE CHIMBOLE CC (FS)	On-going	Sierra Highway	40yd	1	Storage Box
22	MF Bin	12/17/15	5TH ST E	30yd	1	msw
23	PALMDALE MAINTENANCE YARD	10/15/14	AVENUE O-8 AND RANCHO VISTA BL	10yd	1	Dirt
24	CITY OF PALMDALE- PUBLIC WORKS	11/24/14	3RD ST E STE C	30yd	1	Tree Trimmings
25	CITY OF PALMDALE	12/18/14-7/17/15	TIERRA SUBIDA AVE	40yd	1	MSW
26	ANTELOPE VALLEY STREET SWEEPER	On-going	CITY RANCH RD W	10yd	1	GW
27	ANTELOPE VALLEY STREET SWEEPER	On-going	CITY RANCH RD W	25yd	1	GW
28	PALMDALE MAINTENANCE	4/24/15	Ave R-14	10yd	1	Turf
29	City of Palmdale Landfill Use Account (2)	2015 YTD	Sierra Highway	92 loads	521.03 tons	Concrete
30	City of Palmdale Landfill Use Account (2)	2015 YTD	Sierra Highway	22 loads	148.55 tons	Dirt
31	City of Palmdale Landfill Use Account (2)	2015 YTD	Sierra Highway	223 loads	1005.13 tons	MSW

(1) Hauler provided bins for weed clean-up project at Palmdale Airport.
(2) Regular duties performed by City Maintenance Division.

GROSS RECEIPTS, FRANCHISE FEES AND HOST FEES
CY 2014

Month	Gross Receipts					Franchise Fee Received	Landfill Host Fees	Total Franchise Fees and Host Fees Received from Hauler
	Commercial	Residential (2)	Roll-Off	Street Sweeping Exempt (1)	Total Gross Receipts			
Franchise Fee %	**9.61%**	**9.64%**	**9.61%**	**10.00%**				
January 2014	$367,392.78	$1,214,001.79	$83,102.71	$90,721.74	$1,755,219.02	$169,394.56	$77,361.91	$246,756.47
February 2014	$375,505.86	$275,177.77	$87,019.11	$23,028.40	$760,731.14	$73,278.63	$75,433.68	$148,712.31
March 2014	$398,132.28	$833,048.85	$87,490.54	$56,470.27	$1,375,141.94	$132,621.29	$72,925.36	$205,546.65
April 2014	$358,274.64	$1,217,667.77	$67,340.28	$101,863.84	$1,745,146.53	$168,471.15	$80,460.26	$248,931.41
May 2014	$383,132.07	$246,587.12	$77,788.94	$16,540.14	$724,048.27	$69,719.52	$70,718.21	$140,437.73
June 2014	$383,784.97	$775,210.04	$73,098.93	$55,683.69	$1,287,777.63	$124,205.16	$77,748.53	$201,953.69
July 2014	$361,711.02	$1,227,159.05	$53,700.96	$98,378.54	$1,740,949.57	$168,057.08	$77,662.86	$245,719.94
August 2014	$377,235.53	$258,709.34	$97,528.93	$23,188.25	$756,662.05	$72,883.27	$71,498.64	$144,381.91
September 2014	$370,304.05	$506,574.14	$94,329.84	$39,683.10	$1,010,891.13	$97,453.37	$78,114.53	$175,567.90
October 2014	$352,656.77	$1,570,697.08	$82,267.01	$112,059.32	$2,117,680.18	$204,417.31	$84,038.18	$288,455.49
November 2014	$364,999.97	$270,284.97	$73,465.57	$21,725.94	$730,476.45	$70,364.60	$74,926.26	$145,290.86
December 2014	$390,787.07	$921,440.33	$108,451.86	$75,500.08	$1,496,179.34	$144,353.72	$80,595.35	$224,949.07
Total	**$4,483,917.01**	**$9,316,558.25**	**$985,584.68**	**$714,843.31**	**$15,500,903.25**	**$1,495,219.66**	**$921,483.77**	**$2,416,703.43**

(1) Street sweeping exempt gross receipts are from residences that do not have street sweeping services included in their trash rate.
(2) Different numbers of residential customers are on different quarterly billing cycles, and a small number of customers are on monthly billing.

Waste Management of Antelope Valley
Franchise Hauler Diversion Summary Report
Palmdale - 2014

Line of Business	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
Residential													
Disposal	3,860.02	3,208.76	3,615.24	3,823.40	4,073.96	3,562.54	4,115.97	3,335.54	3,367.22	3,527.83	3,140.52	3,846.22	43,477.24
Curbside Recycling	542.17	460.10	521.31	197.64	564.02	479.91	556.13	481.85	500.24	545.07	471.81	668.48	5,988.70
Curbside Greenwaste	1,015.46	912.52	1,635.76	2,324.64	1,749.33	1,329.02	1,402.38	868.64	1,237.32	1,263.17	1,030.18	1,580.59	16,349.02
Greenwaste	-	-	-	-	-	-	-	-	-	-	-	-	-
Christmas Trees	49.68	-	-	-	-	-	-	-	-	-	-	-	49.68
White Goods	0.30	0.70	0.40	0.10	0.45	0.65	0.65	0.25	0.40	0.40	0.20	0.10	4.60
Special Diversion Programs													-
Total Tonnage Collected	**5,467.63**	**4,582.08**	**5,772.71**	**6,345.78**	**6,387.76**	**5,372.12**	**6,075.13**	**4,686.28**	**5,105.18**	**5,336.47**	**4,642.71**	**6,095.39**	**65,869.24**
Total Disposal	**3,860.02**	**3,208.76**	**3,615.24**	**3,823.40**	**4,073.96**	**3,562.54**	**4,115.97**	**3,335.54**	**3,367.22**	**3,527.83**	**3,140.52**	**3,846.22**	**43,477.24**
Total Recycling	**1,607.61**	**1,373.32**	**2,157.47**	**2,522.38**	**2,313.80**	**1,809.58**	**1,959.16**	**1,350.74**	**1,737.96**	**1,808.64**	**1,502.19**	**2,249.17**	**22,392.00**
Diversion %	***29%***	***30%***	***37%***	***40%***	***36%***	***34%***	***32%***	***29%***	***34%***	***34%***	***32%***	***37%***	***34%***
Commercial													
Disposal	1,953.76	1,702.26	1,994.84	1,958.71	1,978.76	1,761.01	1,775.83	1,840.04	1,962.03	2,011.38	1,774.07	2,055.33	22,768.01
Cardboard	-	-	-	-	-	-	-	-	-	-	-	-	-
Commingle	78.50	79.83	78.33	97.59	100.88	90.40	84.19	86.44	91.03	90.05	82.24	95.00	1,054.49
Concrete/Asphalt													-
Recycling (other)													-
Fill Dirt													-
Organics Pilot	74.96	78.77	79.44	87.77	89.77	87.08	100.22	83.32	74.00	41.05	28.98	26.96	852.31
Third Party Recycling													-
Total Tonnage Collected	**2,107.22**	**1,860.86**	**2,152.61**	**2,144.07**	**2,169.41**	**1,938.49**	**1,960.23**	**2,009.80**	**2,127.06**	**2,142.48**	**1,885.28**	**2,177.29**	**24,674.81**
Total Disposal	**1,953.76**	**1,702.26**	**1,994.84**	**1,958.71**	**1,978.76**	**1,761.01**	**1,775.83**	**1,840.04**	**1,962.03**	**2,011.38**	**1,774.07**	**2,055.33**	**22,768.01**
Total Recycling	**153.46**	**158.60**	**157.77**	**185.35**	**190.65**	**177.48**	**184.41**	**169.76**	**165.03**	**131.10**	**111.21**	**121.96**	**1,906.80**
Diversion %	***7%***	***9%***	***7%***	***9%***	***9%***	***9%***	***9%***	***8%***	***8%***	***6%***	***6%***	***6%***	***8%***
Industrial													
Disposal	950.50	632.47	949.81	788.78	844.69	849.21	829.90	883.49	915.30	1,062.31	1,006.12	962.91	10,675.50
Cardboard	11.09	9.07	8.32	1.51	-	-	-	-	-	-	-	-	29.99
Commingle	15.28	7.45	12.15	5.82	13.14	15.94	24.52	26.61	26.38	26.36	22.80	39.48	235.91
Concrete/Asphalt	29.71	51.81	57.70	53.81	10.35	30.59	9.69	102.01	21.16	133.49	46.08	36.05	582.45
C& D Recycling - Downtown Diversion	-	-	-	-	-	-	-	-	2.90	1.90	2.67	9.18	16.65
Greenwaste	-	-	0.85	3.25	4.02	1.24	0.76	1.34	7.89	4.85	11.15	17.96	53.31
Greenwaste (Street Sweeping)	-				12.19				3.21	10.87	7.45	50.42	84.14
Christmas Trees	0.26	-	-	-	-	-	-	-	-	-	-	-	0.26
Woodwaste	-	-	-	-	-	-	6.25	3.69	-	6.68	17.18	2.56	36.36
Recycling (other)		-		-	-								-
Processed Inerts													-
Fill Dirt	8.41	27.43	1.66	11.48	-	4.73	-	18.29	-	-	8.58	12.75	93.33
White Paper	-	-	-	-	-	-	-	-	-	-	-	-	-
Recycle WTE										15.36		14.87	30.23
Total Tonnage Collected	**1,015.24**	**728.23**	**1,030.49**	**864.65**	**884.39**	**901.71**	**871.12**	**1,035.43**	**976.84**	**1,261.82**	**1,122.03**	**1,146.18**	**11,838.13**
Total Disposal	**950.50**	**632.47**	**949.81**	**788.78**	**844.69**	**849.21**	**829.90**	**883.49**	**915.30**	**1,062.31**	**1,006.12**	**962.91**	**10,675.50**
Total Recycling	**64.74**	**95.76**	**80.68**	**75.87**	**39.70**	**52.50**	**41.22**	**151.94**	**61.54**	**199.51**	**115.91**	**183.27**	**1,078.49**
Diversion %	***6%***	***13%***	***8%***	***9%***	***4%***	***6%***	***5%***	***15%***	***6%***	***16%***	***10%***	***16%***	***9%***
SUMMARY TOTALS													
Disposal	6,764.28	5,543.49	6,559.88	6,570.90	6,897.41	6,172.76	6,721.70	6,059.07	6,244.55	6,601.52	5,920.71	6,864.47	**76,920.75**
Recycling	1,825.81	1,627.68	2,395.93	2,783.60	2,544.15	2,039.56	2,184.78	1,672.44	1,964.53	2,139.25	1,729.31	2,554.39	**25,461.43**
Total Disposal & Recycling	**8,590.09**	**7,171.17**	**8,955.81**	**9,354.50**	**9,441.56**	**8,212.32**	**8,906.48**	**7,731.51**	**8,209.08**	**8,740.77**	**7,650.02**	**9,418.86**	**102,382.18**
Total Diversion %	**21%**	**23%**	**27%**	**30%**	**27%**	**25%**	**25%**	**22%**	**24%**	**24%**	**23%**	**27%**	**25%**

Waste Management of Antelope Valley
Franchise Hauler Diversion Summary Report
Palmdale - 2015

Line of Business	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
Residential													
Disposal	3,533.66	3,050.96	3,642.60	3,915.64	3,610.15	3,575.22	4,060.08	3,403.60	3,615.95	3,617.13	3,418.51	3,998.87	43,442.37
Curbside Recycling	576.56	450.22	574.39	559.67	527.35	518.31	614.97	507.97	519.48	538.38	503.15	622.09	6,512.54
Curbside Greenwaste	1,001.10	1,015.76	1,710.05	1,675.98	1,394.03	1,233.77	1,443.37	1,223.06	1,268.72	1,393.69	1,075.85	1,444.85	15,880.23
Greenwaste	-	-	-	-	-	-	-	-	-	-	-	-	-
Christmas Trees	56.76	-	-	-	-	-	-	-	-	-	-	23.84	80.60
White Goods	0.55	0.70	0.75	0.20	0.55	1.95	1.40	1.15	2.30	3.25	2.15	2.65	17.60
Special Diversion Programs													-
Total Tonnage Collected	**5,168.63**	**4,517.64**	**5,927.79**	**6,151.49**	**5,532.08**	**5,329.25**	**6,119.82**	**5,135.78**	**5,406.46**	**5,552.45**	**4,999.66**	**6,092.30**	**65,933.35**
Total Disposal	**3,533.66**	**3,050.96**	**3,642.60**	**3,915.64**	**3,610.15**	**3,575.22**	**4,060.08**	**3,403.60**	**3,615.95**	**3,617.13**	**3,418.51**	**3,998.87**	**43,442.37**
Total Recycling	**1,634.97**	**1,466.68**	**2,285.19**	**2,235.85**	**1,921.93**	**1,754.03**	**2,059.74**	**1,732.18**	**1,790.50**	**1,935.32**	**1,581.15**	**2,093.43**	**22,490.97**
Diversion %	***32%***	***32%***	***39%***	***36%***	***35%***	***33%***	***34%***	***34%***	***33%***	***35%***	***32%***	***34%***	***34%***
Commercial													
Disposal	1,926.48	1,821.23	2,112.08	2,077.73	2,393.91	2,322.01	2,486.19	2,427.42	2,454.37	2,559.30	2,374.66	2,526.27	27,481.66
Cardboard	-	-	-	-	-	-	-	-	-	-	-	-	-
Commingle	89.54	86.06	104.18	110.94	106.73	104.35	107.86	108.27	114.98	119.30	110.61	116.18	1,278.99
Concrete/Asphalt													-
Recycling (other)													-
Fill Dirt													-
Organics Pilot	4.33	5.11	5.37	6.51	4.31	5.20	6.79	8.24	-	-	-	-	45.86
Third Party Recycling													-
Total Tonnage Collected	**2,020.35**	**1,912.40**	**2,221.63**	**2,195.18**	**2,504.95**	**2,431.56**	**2,600.84**	**2,543.93**	**2,569.35**	**2,678.60**	**2,485.27**	**2,642.45**	**28,806.51**
Total Disposal	**1,926.48**	**1,821.23**	**2,112.08**	**2,077.73**	**2,393.91**	**2,322.01**	**2,486.19**	**2,427.42**	**2,454.37**	**2,559.30**	**2,374.66**	**2,526.27**	**27,481.66**
Total Recycling	**93.87**	**91.17**	**109.55**	**117.45**	**111.04**	**109.55**	**114.65**	**116.51**	**114.98**	**119.30**	**110.61**	**116.18**	**1,324.85**
Diversion %	***5%***	***5%***	***5%***	***5%***	***4%***	***5%***	***4%***	***5%***	***4%***	***4%***	***4%***	***4%***	***5%***
Industrial													
Disposal	909.47	751.60	742.53	796.45	754.80	925.33	994.75	996.93	994.67	864.99	885.79	897.34	10,514.65
Cardboard	-	-	-	-	-	-	-	-	-	-	-	-	-
Commingle	19.25	35.39	26.45	24.10	28.39	31.44	41.84	25.69	35.53	33.90	41.62	39.28	382.88
Concrete/Asphalt	41.47	43.61	6.33	14.56	126.07	16.51	50.38	28.63	48.34	35.78	17.20	27.07	455.95
C& D Recycling - Downtown Diversion	10.18	-	7.97	-	-	1.55	-	10.20	4.64	-	7.68	-	42.22
Greenwaste	-	3.77	47.85	7.56	11.37	-	1.87	2.36	3.36	2.04	1.83	10.25	92.26
Greenwaste (Street Sweeping)	33.35	-	12.83		2.02				-	6.23	6.78	0.79	62.00
Christmas Trees	11.46	-	-	-	-	-	-	-	-	-	-	-	11.46
Woodwaste	8.19	4.14	5.10	5.31	8.61	13.34	2.91	13.88	5.92	6.22	3.77	-	77.39
Recycling (other)		-		-	-								-
Processed Inerts													-
Fill Dirt	-	-	-	32.28	22.60	8.22	-	-	18.56	-	11.62	27.97	121.25
White Paper	14.52	-	-	-	-	-	-	-	-	-	-	-	14.52
Waste to Energy		13.39	11.47	24.80	12.31	12.68	13.78	14.62	13.71	14.28			131.04
Total Tonnage Collected	**1,047.89**	**851.90**	**860.53**	**905.06**	**966.17**	**1,009.07**	**1,105.53**	**1,092.31**	**1,124.73**	**963.44**	**976.29**	**1,002.70**	**11,905.62**
Total Disposal	**909.47**	**751.60**	**742.53**	**796.45**	**754.80**	**925.33**	**994.75**	**996.93**	**994.67**	**864.99**	**885.79**	**897.34**	**10,514.65**
Total Recycling	**138.42**	**100.30**	**118.00**	**108.61**	**211.37**	**83.74**	**110.78**	**95.38**	**130.06**	**98.45**	**90.50**	**105.36**	**1,328.97**
Diversion %	***13%***	***12%***	***14%***	***12%***	***22%***	***8%***	***10%***	***9%***	***12%***	***10%***	***9%***	***11%***	***11%***
SUMMARY TOTALS													
Disposal	6,369.62	5,623.80	6,497.21	6,789.83	6,758.86	6,822.56	7,541.02	6,827.95	7,064.99	7,041.42	6,678.95	7,422.48	**81,438.69**
Recycling	1,867.25	1,658.14	2,512.74	2,461.90	2,244.34	1,947.32	2,285.17	1,944.07	2,035.54	2,153.07	1,782.27	2,314.97	**25,206.79**
Total Disposal & Recycling	**8,236.87**	**7,281.94**	**9,009.95**	**9,251.73**	**9,003.20**	**8,769.88**	**9,826.19**	**8,772.02**	**9,100.54**	**9,194.49**	**8,461.22**	**9,737.45**	**106,645.48**
Total Diversion %	**23%**	**23%**	**28%**	**27%**	**25%**	**22%**	**23%**	**22%**	**22%**	**23%**	**21%**	**24%**	**24%**

SOLID WASTE VOUCHERS AND CLEAN INERT SOIL VOUCHERS TO AVLF

Row	Year	Number of Solid Waste Vouchers Redeemed (1)	Number of Clean Inert Soil Vouchers Redeemed
1	2013	6,680	See (2)
2	2014	6,500	See (2)
3	2015 (Jan-Sep)	5,000	See (2)

(1) WM annually mails each residental customer two solid waste vouchers for use at the Antelope Valley Landfill (AVLF). Each voucher entitles customer to dispose up to one ton free of charge.

(2) In 2010, the hauler implemented the Soil Voucher program. Each soil voucher could be used to dispose up to one ton of clean inert soil generated from residential landscaping projects (such as xeriscaping). About 650 vouchers were distributed to the local water district. At the water district's discretion, the vouchers were distributed to residents througout 2010. No water district vouchers were distributed to residents from 2013-2015.

RESIDENTIAL USED OIL AND FILTER COLLECTION AND CERTIFIED COLLECTION CENTER INSPECTIONS (1)

Row	Year	Number of Used Oil and Filter Door-to-Door Collections	Door-to-Door Collection Billings to City	Certified Collection Center Inspection Billings to City	Total WM Billings to City
1	FY 2014	43	$ 3,010.00	$ 1,425.45	$ 4,435.45
2	FY 2015	33	$ 2,170.00	$ 1,677.65	$ 3,847.65

(1) As of FY 2015, WM charges City $70 per door-to-door collection and $100 per hour for certified collection center site visits and reporting.

LIST OF CERTIFIED COLLECTION CENTERS WITHIN CITY LIMITS

CITY OF PALMDALE

Used Oil and Oil Filter Recycling

• No oil or filters from businesses • Oil must be in sealed plastic containers and filters in sealed, clear plastic bags

Free Home Pick-Up

• Palmdale residents only • Once per year only • (888) 449-7587

-or- **Free Collection Centers** *-or-*

• Call for center hours and quantities accepted • No contaminated oil • Do Not drop off after hours • 40¢ /gal. rebate on request

Antelope Valley Environmental Collection Center
1200 West City Ranch Road • (888) CLEAN LA
1st & 3rd Saturday of each month • 9am - 3pm • no rebate

AutoZone
3081 E. Palmdale Bl.
(661) 273-2315

1138 E. Palmdale Bl.
(661) 273-1991

37251 47th St. East
(661) 533-3450

5022 W. Ave. N
(661) 943-2169

Jiffy Lube
2613 E. Palmdale Bl.
(661) 266-4646

37140 25th St. East
(661) 947-3002

1040 W. Rancho Vista Bl.
(661) 273-4436

O'Reilly Auto Parts
38122 47th St. E.
(661) 236-0029

2540 E. Avenue S
(661) 273-3822

Pep Boys
3054 E. Palmdale Bl.
(661) 266-0193

Rally Auto Group
39012 Carriage Way
38958 Carriage Way
438 Auto Vista Drive
(661) 947-6000

Robertson's Palmdale Honda
455 Auto Vista Drive
(661) 265-6000

RECYCLE USED OIL FILTERS

Call 1(888) CLEAN LA for more information.
Or, visit www.CleanLA.com

RECYCLE USED OIL

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Row	Type of Property (e.g. restaurant, multi-family, etc.)	Site Name	Site Address	Refuse - Cubic Yards/wk	Recycling - Cubic Yards/wk	Estimated Organic Recycling - Cubic Yards/wk
1	Dry Retail & Professional	WASTE MANAGEMENT (FREE)	1200 W CITY RANCH RD	375	0	36.94
2	Multi-Family	MOUNTAIN SHADOWS VILLAGE	1240 E AVENUE S	180	9	40.65
3	Multi-Family	THE FOUNTAINS APARTMENTS	38300 30TH ST E	165	9	37.26
4	Other	DOMENIC MASSARI PARK (FREE)	37716 55TH ST E	162	0	9.98
5	Government	LOCKHEED - MASTER BILLING	2000 COLUMBIA WAY E	114	0	26.73
6	Multi-Family	CASA BLANCA APARTMENTS	4160 E AVENUE R	104	0	23.49
7	Food-Related Industry	VALLARTA SUPERMARKETS 20	1803 PALMDALE BLVD E	96	24	52.35
8	Multi-Family	PALM CHAPARRAL ASSOC	38441 5TH ST W	96	36	21.68
9	Multi-Family	MONTE VISTA HOA	2554 OLIVE DR	81	0	18.29
10	Other	PALMDALE PELONA VSTA N (FREE)	37720 TIERRA SUBIDA AVE	81	0	4.99
11	Food-Related Industry	VALLARTA SUPERMARKETS NO 04	440 PALMDALE BLVD E	80	0	43.63
12	Dry Retail & Professional	SIERRA COMMOS SPE, LLC	39626 10TH ST W	72	0	7.09
13	Food-Related Industry	TOM'S BURGERS NO 27	37959 47TH ST E	72	0	39.26
14	Education	AVUHSD - PALMDALE HIGH SCHOOL	2137 E AVENUE R	72	24	14.64
15	Hospitality & Entertainment	MARYOTT PLAZA	1020 PALMDALE BLVD E	72	0	25.80
16	Multi-Family	PALMDALE VILLAS	38550 22ND ST E	72	0	16.26
17	Medical/Health	RANCHO VISTA PLAZA	3011 RANCHO VISTA BLVD W	72	3	14.85
18	Dry Retail & Professional	TIERRA SUBIDA SHOPPING CENTER	38745 TIERRA SUBIDA AVE	72	9	7.09
19	Food-Related Industry	CH RETAIL FUND I / PALMDALE RA	748 W RANCHO VISTA BLVD	72	15	39.26
20	Multi-Family	THE CAPE APARTMENTS INC	250 E AVENUE R	60	0	13.55
21	Food-Related Industry	WEST PALMDALE 10TH ST CENTER	40117 10TH ST W	60	0	32.72
22	Residential	THOUSAND ELMS MOBILE LODGE	37311 47TH ST E	60	0	15.00
23	Hospitality & Entertainment	PALMDALE WATER PARK (FREE)	3850 E AVENUE S	60	0.75	21.50
24	Multi-Family	PALMDALE DESERT APARTMENTS	37902 20TH ST E	54	0	12.19
25	Multi-Family	MEADOWVIEW APARTMENTS	38032 5TH ST E	54	0	12.19
26	Multi-Family	CANYON CREEK APARTMENTS	38121 25TH ST E	54	0	12.19
27	Other	PALMDALE COURSON PARK (FREE)	38226 10TH ST E	48	0	2.96
28	Food-Related Industry	PALMDALE PROP	40008 10TH ST W	48	9	26.18
29	Other	PALMDALE MARIE KERR PK (FREE)	39700 30TH ST W	48	0	2.96
30	Other	PALMDALE DESERT SANDS (FREE)	39117 3RD ST E	48	0	2.96
31	Multi-Family	VILLAGE GARDENS	1020 E AVENUE R	48	0	10.84
32	Multi-Family	BEECHDALE MEADOWS HOA	1105 BEECHDALE DR	48	0	10.84
33	Food-Related Industry	5210 11 93RD ST LLC	2311 E AVENUE S	48	18	26.18
34	Food-Related Industry	MARKET PLACE LLC	4604 E AVENUE S	48	0	26.18
35	Multi-Family	CC KNOLLVIEW LLC	570 KNOLLVIEW CT	48	0	10.84
36	Multi-Family	EAST 35TH STREET APTS	37929 35TH ST E	48	0	10.84
37	Other	PALMDALE MCADAM PARK (FREE)	38115 30TH ST E	48	0	2.96
38	Multi-Family	EL DORADO APARTMENTS	38290 5TH ST E	48	0	10.84
39	Dry Retail & Professional	TOWN SQUARE WEST LLC	2140 PALMDALE BLVD E	48	0	4.73
40	Multi-Family	RIDGEVIEW VILLAGE	200 E AVENUE R	45	18	10.16
41	Education	TUMBLEWEED SCHOOL	1100 E AVENUE R4	45	9	9.15
42	Multi-Family	TWIN PALMS APARTMENTS	1105 E AVENUE Q4	45	0	10.16
43	Dry Manufacturing	DELTA SCIENTIFIC	40355 DELTA LN	45	24	6.96
44	Multi-Family	SHADOW SPRINGS APTS	38110 5TH ST E	45	9	10.16
45	Education	SUMMERWIND SCHOOL	39360 SUMMERWIND DR	45	12	9.15
46	Multi-Family	LA QUINTA APARTMENTS	38301 11TH ST E	42	0	9.48
47	Dry Manufacturing	RADFORD CABINETS	41338 12TH ST W	40	0	6.18
48	Multi-Family	RIDGEVIEW VILLAGE	200 E AVENUE R	36	18	8.13
49	Multi-Family	VALLEY TOWNHOUSE APTS	215 E AVENUE Q10	36	3	8.13
50	Food-Related Industry	GOLDEN SPECTRUM PROPERTY LLC	39445 10TH ST W	36	6	19.63
51	Food-Related Industry	SHARKY'S	39532 10TH ST W	36	18	19.63
52	Food-Related Industry	WEST PALMDALE 10TH ST CENTER	40117 10TH ST W	36	0	19.63
53	Dry Retail & Professional	TIME WARNER CABLE	41551 10TH ST W	36	30	3.55
54	Multi-Family	PALMDALE APARTMENTS	38002 15TH ST E	36	3	8.13
55	Dry Retail & Professional	U S POST OFFICE (TRASH)	38917 20TH ST E	36	0	3.55
56	Dry Manufacturing	WINNELL INDUSTRIAL PARK	39450 3RD ST E	36	0	5.57
57	Medical/Health	SOUTH VALLEY URGENT CARE	38350 40TH ST E	36	0	7.42
58	Education	SHADOW HILLS INTERMEDIATE	37315 60TH ST E	36	3	7.32
59	Dry Retail & Professional	1ST COMMERCIAL REALTY GROUP	819 AUTO CENTER DR	36	0	3.55
60	Dry Retail & Professional	PALMDALE SHERIFF STATION	750 E AVENUE Q	36	0	3.55
61	Food-Related Industry	HIGH DESERT BUSINESS PARK	1817 E AVENUE Q	36	3	19.63
62	Food-Related Industry	PALMDALE PARKWAYS	2551 E AVENUE S	36	12	19.63
63	Education	GIBSON ELEMENTARY SCHOOL	9650 PALMDALE BLVD E	36	3	7.32
64	Multi-Family	IMPRESSIONS APARTMENTS	38045 10TH ST E	36	0	8.13
65	Multi-Family	PAMA MANAGEMENT #5598	38101 11TH ST E	36	0	8.13
66	Multi-Family	CANYON CREEK APARTMENTS	38121 25TH ST E	36	0	8.13
67	Government	CITY OF PALMDALE (FS)	38256 SIERRA HWY	36	3	8.44
68	Food-Related Industry	CMG HOLDING LLC	1852 PALMDALE BLVD E	36	0	19.63
69	Multi-Family	DESERT VIEW APARTMENTS	38633 10TH ST E	36	12	8.13
70	Multi-Family	AVALON PARK 52915	38701 20TH ST E	36	0	8.13
71	Multi-Family	CARMEL APARTMENTS	38722 11TH ST E	36	3	8.13
72	Food-Related Industry	DENNY'S NO 7180	1257 RANCHO VISTA BLVD W	36	0	19.63
73	Food-Related Industry	RANCHO VISTA PLAZA	3135 RANCHO VISTA BLVD W	36	0	19.63
74	Food-Related Industry	CHICK-FIL-A FSU	732 W RANCHO VISTA BLVD	36	36	19.63
75	Food-Related Industry	DESTINATION 0-8 LC UNIT C & D	39904 10TH ST W	32	12	17.45

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76	Multi-Family	KATHY INDART-HUNT	38050 11TH ST E	32	0	7.23
77	Multi-Family	CASA DE PUEBLO	38000 17TH ST E	32	0	7.23
78	Medical/Health	RANCHO VISTA PLAZA	3011 RANCHO VISTA BLVD W	32	3	6.60
79	Education	PALM TREE SCHOOL	326 E AVENUE R	30	6	6.10
80	Food-Related Industry	SMART & FINAL 437	39212 10TH ST W	30	9	16.36
81	Education	THE PALMDALE AROSPACE ACADEM	38060 20TH ST E	30	3	6.10
82	Education	AVUHSD HHS	39055 25TH ST W	30	15	6.10
83	Government	PALMDALE MAINTNCE YARD	39112 3RD ST E	30	0	7.04
84	Education	CIMARRON ELEMENTARY	36940 45TH ST E	30	12	6.10
85	Food-Related Industry	EL POLLO LOCO 6061	38007 47TH ST E	30	9	16.36
86	Education	QUAIL VALLEY ELEMENTARY	37236 58TH ST E	30	6	6.10
87	Multi-Family	SUSSEX EAST PALMDALE	1645 E PALMDALE BLVD	30	0	6.77
88	Education	AVUHSD - KHS	37423 70TH ST E	30	12	6.10
89	Education	TAMARISK SCHOOL	1843 E AVENUE Q5	30	6	6.10
90	Medical/Health	BBS DENTAL LLC	868 AUTO CENTER DR	30	0	6.19
91	Education	JOSHUA HILLS SCHOOL	3030 FAIRFIELD AVE	30	6	6.10
92	Dry Retail & Professional	ST MARY'S CHURCH - MASTER*NTS*	1600 E AVENUE R4	30	3	2.95
93	Education	MESA SCHOOL	3243 E AVENUE R8	30	3	6.10
94	Education	BARREL SPRINGS SCHOOL	3636 PONDEROSA WAY	30	3	6.10
95	Hospitality & Entertainment	PALMDALE WATER PARK (FREE)	3850 E AVENUE S	30	1.5	10.75
96	Education	LOS AMIGOS SCHOOL	6640 E AVENUE R8	30	6	6.10
97	Education	BUENA VISTA SCHOOL (MASTER)	37005 HILLCREST DR	30	6	6.10
98	Medical/Health	PALMDALE MEDICAL PROPERTIES	38600 MEDICAL CENTER DR	30	4	6.19
99	Education	OCOTILLO ELEMENTARY	38737 OCOTILLO SCHOOL DR	30	12	6.10
100	Education	CHAPARRAL SCHOOL (MASTER)	37500 50TH ST E	30	6	6.10
101	Education	MESQUITE SCHOOL	37622 43RD ST E	30	6	6.10
102	Education	DESERT ROSE SCHOOL	37730 27TH ST E	30	9	6.10
103	Education	GOLDEN POPPY SCHOOL	37802 ROCKIE LN	30	3	6.10
104	Multi-Family	CIELO AZUL	38040 27TH ST E	30	6	6.77
105	Education	PALMDALE LEARNING PLAZA SCHOO	38043 DIVISION ST	30	3	6.10
106	Education	YUCCA SCHOOL	38440 2ND ST E	30	9	6.10
107	Education	MANZANITA SCHOOL	38620 33RD ST E	30	12	6.10
108	Education	JUNIPER SCHOOL	39066 PALM TREE WAY	30	3	6.10
109	Education	PALMDALE SCHOOL DISTRICT	39221 22ND ST W	30	15	6.10
110	Food-Related Industry	A V COUNTRY CLUB	39800 COUNTRY CLUB DR	27	0	14.72
111	Multi-Family	PALO VERDE TERRACE SENIOR APTS	38235 10TH ST E	27	3	6.10
112	Dry Retail & Professional	LOS ANGELES TIMES	550 RANCHO VISTA BLVD E	27	0	2.66
113	Dry Retail & Professional	FEDERAL AVIATION MAIN FACILTY	2555 RANCHO VISTA BLVD E	27	9	2.66
114	Multi-Family	COLONIAL TERRACE	38719 10TH ST E	24	0	5.42
115	Hospitality & Entertainment	THE PALMDALE HOTEL	300 W PALMDALE BLVD	24	2	8.60
116	Dry Retail & Professional	PALMDALE MARKETPLACE	39340 10TH ST W	24	12	2.36
117	Food-Related Industry	PANERA BREAD	39403 10TH ST W	24	8	13.09
118	Food-Related Industry	SEPULVEDA TOWN CENTER LLC	39450 10TH ST W	24	0	13.09
119	Food-Related Industry	SHAKEY'S PIZZA PARLOR	39450 10TH ST W	24	0	13.09
120	Dry Retail & Professional	JOANN FABRICS NO 2069	39818 10TH ST W	24	0	2.36
121	Food-Related Industry	PANDA EXPRESS NO 1042	39922 10TH ST W	24	0	13.09
122	Food-Related Industry	SONIC DRIVE IN	40124 10TH ST W	24	24	13.09
123	Food-Related Industry	BUFFALO WILD WINGS	40155 10TH ST W	24	12	13.09
124	Multi-Family	KATHY INDART-HUNT	38238 11TH ST E	24	0	5.42
125	Medical/Health	WALAKA DEVELOPMENT NO 1	41210 11TH ST W	24	0	4.95
126	Dry Retail & Professional	HIGH POINT CAPITAL LLC	38417 20TH ST E	24	3	2.36
127	Dry Manufacturing	WALKER, BOBBY	38839 20TH ST E	24	9	3.71
128	Multi-Family	H K REALTY INC	37925 30TH ST E	24	0	5.42
129	Food-Related Industry	PLAZA DEL SOL	38350 30TH ST E	24	9	13.09
130	Food-Related Industry	DENNY'S RESTURANT NO 7777	37050 47TH ST E	24	9	13.09
131	Food-Related Industry	M F T MANAGEMENT CORP	37134 47TH ST E	24	24	13.09
132	Food-Related Industry	MCDONALD'S STORE 19192	37217 47TH ST E	24	12	13.09
133	Food-Related Industry	MAY CENTERS 47TH & R NO 1 LLC	38050 47TH ST E	24	12	13.09
134	Multi-Family	PALMDALE TOD LLC	38832 4TH ST E	24	3	5.42
135	Hospitality & Entertainment	EMBASSY SUITES PALMDALE	9375 5TH ST W	24	0	8.60
136	Dry Retail & Professional	ANTELOPE VALLEY NISSAN	421 AUTO CENTER DR	24	3	2.36
137	Dry Retail & Professional	ANTELOPE VALLEY NISSAN	451 AUTO CENTER DR	24	6	2.36
138	Dry Retail & Professional	RALLY PONTIAC	438 AUTO VISTA DR	24	0	2.36
139	Dry Retail & Professional	ROBERTSON'S HONDA	455 AUTO VISTA DR	24	0	2.36
140	Education	AVUHSD - PALMDALE HIGH SCHOOL	2137 E AVENUE R	24	24	4.88
141	Dry Retail & Professional	ANTELOPE VALLEY VOLKSWAGON	39050 CARRIAGE WAY	24	4	2.36
142	Government	LOCKHEED - SITE 2 (TRASH)	2000 COLUMBIA WAY E	24	69	5.63
143	Dry Retail & Professional	VENTURE COMMERCE CENTER 1	602 COMMERCE AVE	24	9	2.36
144	Food-Related Industry	MCDONALD'S STORE 11493	2427 E AVENUE S	24	8	13.09
145	Food-Related Industry	PALMDALE PARKWAYS	2551 E AVENUE S	24	12	13.09
146	Food-Related Industry	T J J WESTMAN COMPANY AK HO	3025 E AVENUE S	24	4	13.09
147	Medical/Health	KAISER PERMANENTE	4502 E AVENUE S	24	0	4.95
148	Government	NORTHROP GRUMANN	150 GRAND CYPRESS AVE	24	0	5.63
149	Multi-Family	LONGHORN PAVILION BLDG E, F, J	36523 25TH ST E	24	0	5.42
150	Food-Related Industry	STARBUCKS 5924	39570 LOWES DR	24	9	13.09
151	Multi-Family	SIERRA VIEW GARDEN APT	37850 20TH ST E	24	6	5.42
152	Food-Related Industry	DOLLAR TREE	222 PALMDALE BLVD E	24	0	13.09
153	Multi-Family	H K REALTY INC	37945 30TH ST E	24	0	5.42
154	Multi-Family	ENTERPRISE INVESTMENT GROUP	38118 11TH ST E	24	3	5.42
155	Multi-Family	CANYON CREEK APARTMENTS	38121 25TH ST E	24	0	5.42

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156	Dry Retail & Professional	HIGH POINT CAPITAL LLC	1713 PALMDALE BLVD E	24	0	2.36
157	Multi-Family	ENNABE PROPERTIES	38263 12TH ST E	24	0	5.42
158	Multi-Family	SUMMERWOOD APTS	38272 11TH ST E	24	0	5.42
159	Dry Retail & Professional	2200 TOWN SQUARE EAST LLC	2270 PALMDALE BLVD E	24	0	2.36
160	Medical/Health	CALIFORNIA CENTER	2720 PALMDALE BLVD E	24	6	4.95
161	Multi-Family	PALMDALE VILLAGE HOA	38710 10TH ST E	24	0	5.42
162	Dry Retail & Professional	BURLINGTON COAT FACTORY 568	320 RANCHO VISTA BLVD W	24	0	2.36
163	Food-Related Industry	TOMDAN ENTERPRISES (TOMMYS)	705 RANCHO VISTA BLVD W	24	0	13.09
164	Food-Related Industry	CHILI'S BAR & GRILL 225	1021 RANCHO VISTA BLVD W	24	12	13.09
165	Food-Related Industry	RED LOBSTER 0577	1041 RANCHO VISTA BLVD W	24	9	13.09
166	Food-Related Industry	OLIVE GARDEN 1286	1051 RANCHO VISTA BLVD W	24	9	13.09
167	Food-Related Industry	HIBACHI GRILL BUFFET	1215 RANCHO VISTA BLVD W	24	0	13.09
168	Other	PALMDALE AMPHITHEATER (FREE)	2723 RANCHO VISTA BLVD W	24	3	1.48
169	Food-Related Industry	EL POLLO LOCO 5979	3051 RANCHO VISTA BLVD W	24	12	13.09
170	Food-Related Industry	RANCHO VISTA TOWN CENTER I LLC	3869 RANCHO VISTA BLVD W	24	9	13.09
171	Dry Retail & Professional	OUR SONS PLAZA	38750 TRADE CENTER DR	24	0	2.36
172	Dry Retail & Professional	DIVISION K PROPERTIES	5022 W AVENUE N	24	12	2.36
173	Food-Related Industry	ALBERTSONS 6329	5038 W AVENUE N	24	0	13.09
174	Food-Related Industry	ROMAR PROPERTIES LLC	1201 W AVENUE P	24	0	13.09
175	Dry Retail & Professional	MERIDIAN PROPERTY COMPANY	631 W AVENUE Q	24	3	2.36
176	Food-Related Industry	CHIPOTLE MEXICAN GRILL 0326	1125 W RANCHO VISTA BLVD	24	9	13.09
177	Food-Related Industry	SR PALMDALE FD INC	1205 W RANCHO VISTA BLVD	24	8	13.09
178	Food-Related Industry	TRADER JOE'S 185	39507 10TH ST W	20	3	10.91
179	Dry Retail & Professional	PETSMART NO 1143	39523 10TH ST W	20	12	1.97
180	Education	YUCCA HEAD START	38440 2ND ST E	20	0	4.07
181	Food-Related Industry	JACK IN THE BOX 003596	37070 47TH ST E	20	12	10.91
182	Dry Retail & Professional	ROSS 1251	38115 47TH ST E	20	0	1.97
183	Multi-Family	SUSSEX EAST PALMDALE	1645 E PALMDALE BLVD	20	0	4.52
184	Food-Related Industry	STARBUCKS 10111	4631 E AVENUE S	20	9	10.91
185	Food-Related Industry	JENOO RESTAURANTS LLC	39580 LOWES DR	20	9	10.91
186	Multi-Family	SIERRA VIEW GARDEN APT	37850 20TH ST E	20	6	4.52
187	Dry Retail & Professional	7 ELEVEN 24483	703 PALMDALE BLVD E	20	0	1.97
188	Food-Related Industry	2200 TOWN SQUARE EAST LLC	2200 PALMDALE BLVD E	20	6	10.91
189	Food-Related Industry	2200 TOWN SQUARE EAST LLC	2230 PALMDALE BLVD E	20	6	10.91
190	Medical/Health	SMILE DENTAL GROUP	2508 PALMDALE BLVD E	20	0	4.12
191	Hospitality & Entertainment	MOTEL 6 NO 292	407 PALMDALE BLVD W	18	3	6.45
192	Dry Retail & Professional	PALMDALE SPRINT LLC	39522 10TH ST W	18	9	1.77
193	Hospitality & Entertainment	RESIDENCE INN 508	514 RANCHO VISTA BLVD W	18	0	6.45
194	Dry Retail & Professional	M14 DEV LLC	41240 12TH ST W	18	0	1.77
195	Multi-Family	EXCEL RESIDENTIAL SERVICES	38047 20TH ST E	18	0	4.06
196	Government	PALMDALE HAMMOCK CTR (FREE)	815 E AVENUE Q6	18	0	4.22
197	Multi-Family	WAXMAN, GORDAN	937 E AVENUE R	18	0	4.06
198	Multi-Family	PALMDALE Q APTS	1000 E AVENUE Q	18	0	4.06
199	Multi-Family	PALMDALE Q APTS	1000 E AVENUE Q	18	0	4.06
200	Medical/Health	DH EAST SHORE INVESTMENT INC	37262 47TH ST E	18	0	3.71
201	Food-Related Industry	TOM'S BURGERS NO 27	37959 47TH ST E	18	0	9.82
202	Food-Related Industry	47TH STREET PAVILLION	38045 47TH ST E	18	0	9.82
203	Dry Retail & Professional	47TH STREET PAVILLION	38107 47TH ST E	18	6	1.77
204	Hospitality & Entertainment	HILTON GARDEN INN	1309 RANCHO VISTA BLVD W	18	6	6.45
205	Dry Retail & Professional	1ST COMMERCIAL REALTY GROUP	861 AUTO CENTER DR	18	3	1.77
206	Dry Retail & Professional	RALLY CHEVROLET	39012 CARRIAGE WAY	18	0	1.77
207	Government	BOEING (DUMPSTERS) SITE 1-BLDG	1500 COLUMBIA WAY E	18	6	4.22
208	Government	BOEING (DUMPSTERS) SITE 1-BLDG	1500 COLUMBIA WAY E	18	6	4.22
209	Dry Retail & Professional	BOOKER, HENRY C	1747 E AVENUE Q	18	0	1.77
210	Food-Related Industry	KFC STORE NO E791-027	2351 E AVENUE S	18	0	9.82
211	Dry Retail & Professional	5210-11 93RD ST LLC	2409 E AVENUE S	18	0	1.77
212	Dry Retail & Professional	PALMDALE SERVICES STATION TR	2520 E AVENUE S	18	12	1.77
213	Food-Related Industry	T J J WESTMAN COMPANY AK HO	3025 E AVENUE S	18	4	9.82
214	Medical/Health	KAISER PERMANENTE	4502 E AVENUE S	18	0	3.71
215	Food-Related Industry	MI RANCHITO	4621 E AVENUE S	18	6	9.82
216	Dry Retail & Professional	PARK PLAZA PALMDALE	4635 E AVENUE S	18	9	1.77
217	Multi-Family	CC KNOLLVIEW LLC	570 KNOLLVIEW CT	18	0	4.06
218	Medical/Health	501 PLAZA DEL CENTRAL LLC	509 PALMDALE BLVD E	18	6	3.71
219	Medical/Health	501 PLAZA DEL CENTRAL LLC	533 PALMDALE BLVD E	18	0	3.71
220	Multi-Family	SNOW, GILBERT	38035 11TH ST E	18	0	4.06
221	Dry Retail & Professional	VERTIGO REAL ESTATE HOLDINGS	1529 PALMDALE BLVD E	18	3	1.77
222	Multi-Family	WHISPERING PALMS APARTMENTS	38250 9TH ST E	18	0	4.06
223	Food-Related Industry	HIGH POINT CAPITAL LLC	1823 PALMDALE BLVD E	18	9	9.82
224	Government	PALMDALE CHIMBOLE CC (FREE)	38350 SIERRA HWY	18	0	4.22
225	Dry Retail & Professional	2200 TOWN SQUARE EAST LLC V	2260 PALMDALE BLVD E	18	9	1.77
226	Dry Retail & Professional	PALMDALE SHOPPING MALL	2520 PALMDALE BLVD E	18	0	1.77
227	Medical/Health	AP-PALMDALE II LLC	3005 PALMDALE BLVD E	18	18	3.71
228	Dry Retail & Professional	PLAZA DEL SOL-THRIFT STORE	3030 PALMDALE BLVD E	18	4	1.77
229	Multi-Family	SUMMER TERRACE APARTMENT	38530 TIERRA SUBIDA AVE	18	0	4.06
230	Dry Retail & Professional	CALIFORNIA TRUST PROPERTIES	445 PALMDALE BLVD W	18	0	1.77
231	Hospitality & Entertainment	HOLIDAY INN	38630 5TH ST W	18	0	6.45
232	Multi-Family	11TH STREET APARTMENT	38652 11TH ST E	18	0	4.06
233	Multi-Family	COURTYARD APARTMENTS	38665 11TH ST E	18	6	4.06
234	Hospitality & Entertainment	ARCHON COURTYARD 578006	514 RANCHO VISTA BLVD W	18	0	6.45
235	Dry Retail & Professional	HARNAZ	550 RANCHO VISTA BLVD W	18	9	1.77

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236	Food-Related Industry	MI RANCHITO	560 RANCHO VISTA BLVD W	18	9	9.82
237	Food-Related Industry	OLIVE GARDEN 1286	1051 RANCHO VISTA BLVD W	18	9	9.82
238	Food-Related Industry	DICKY'S BBQ PIT	1125 RANCHO VISTA BLVD W	18	15	9.82
239	Food-Related Industry	BJ'S RESTAURANT	1325 RANCHO VISTA BLVD W	18	6	9.82
240	Food-Related Industry	BJ'S RESTAURANT	1325 RANCHO VISTA BLVD W	18	6	9.82
241	Dry Retail & Professional	YORK PALMDALE PROPERTIES LLC	190 SIERRA CT	18	6	1.77
242	Food-Related Industry	ALBERTSONS MARKET NO 6333	38727 TIERRA SUBIDA AVE	18	0	9.82
243	Hospitality & Entertainment	ISLAND HOSPITALITY	39428 TRADE CENTER DR	18	6	6.45
244	Food-Related Industry	PALMDALE SLEEP ONE LLC	39438 TRADE CENTER DR	18	0	9.82
245	Medical/Health	B P GROUP	520 W PALMDALE BLVD	18	0	3.71
246	Hospitality & Entertainment	STAYBRIDGE SUITES	420 W PARK DR	18	0	6.45
247	Dry Retail & Professional	CAL WORLD PALMDALE LLC(PAYLESS	412 W RANCHO VISTA BLVD	18	6	1.77
248	Food-Related Industry	CAL WORLD PALMDALE LLC B40 B14	422 W RANCHO VISTA BLVD	18	0	9.82
249	Food-Related Industry	CAL WORLD PALMDALE LLC B20 (PR	422 W RANCHO VISTA BLVD	18	0	9.82
250	Food-Related Industry	IHOP 794	39176 10TH ST W	16	3	8.73
251	Food-Related Industry	ASIA BUFFET PAD D UNIT A	39224 10TH ST W	16	8	8.73
252	Hospitality & Entertainment	E-Z 8 MOTEL	430 PALMDALE BLVD W	16	0	5.73
253	Multi-Family	PALMDALE Q APTS	1000 E AVENUE Q	16	0	3.61
254	Food-Related Industry	BURGER KING NO 16851	38137 47TH ST E	16	9	8.73
255	Multi-Family	PALMDALE TOD LLC	38832 4TH ST E	16	3	3.61
256	Dry Retail & Professional	CAMACHO AUTO SALES	412 AUTO VISTA DR	16	3	1.58
257	Multi-Family	MONTEVERDE VILLAS HOA	2320 E AVENUE Q4	16	1.5	3.61
258	Dry Manufacturing	VULCAN OLD CA MAT	7107 E AVENUE T	16	0	2.47
259	Multi-Family	CC KNOLLVIEW LLC	570 KNOLLVIEW CT	16	0	3.61
260	Multi-Family	LONGHORN PAVILION-BLDG N	2311 OLD HAROLD RD	16	0	3.61
261	Multi-Family	LONGHORN PAVILION-BLDG A, E	2311 OLD HAROLD RD	16	0	3.61
262	Multi-Family	PALMDALIA APARTMENTS	38040 11TH ST E	16	1.5	3.61
263	Multi-Family	PARK VISTA APARTMENTS	38204 11TH ST E	16	0	3.61
264	Multi-Family	SATRUSTEGUI, MARTHA	38240 5TH ST E	16	0	3.61
265	Multi-Family	PARKGLEN APT	38308 DIVISION ST	16	0	3.61
266	Hospitality & Entertainment	UNITED DESERT CHARITIES	2101 PALMDALE BLVD E	16	3	5.73
267	Food-Related Industry	EL POLLO LOCO 5977	2221 PALMDALE BLVD E	16	12	8.73
268	Food-Related Industry	AP-PALMDALE III LLC	2505 PALMDALE BLVD E	16	0	8.73
269	Multi-Family	CARMEL APARTMENTS	38722 11TH ST E	16	3	3.61
270	Multi-Family	CHALLENGER TOWNHOUSE COND	38729 11TH ST E	16	0	3.61
271	Food-Related Industry	MCDONALD'S	830 RANCHO VISTA BLVD W	16	0	8.73
272	Dry Retail & Professional	MENDI CO II LLC	39575 TRADE CENTER DR	16	0	1.58
273	Hospitality & Entertainment	PALMDALE KNIGHT INN	130 E PALMDALE BLVD	15		5.37
274	Dry Retail & Professional	PSD - STAFF DEVELOPMENT	39149 10TH ST E	15	3	1.48
275	Dry Retail & Professional	C S I ELECTRIC	41769 11TH ST W	15	0	1.48
276	Multi-Family	KATHY INDART-HUNT	38745 15TH ST E	15	0	3.39
277	Government	COUNTY SANITATION DISTRICT 20	39300 30TH ST E	15	0	3.52
278	Education	PALMDALE ELEMENTARY	37230 37TH ST E	15	6	3.05
279	Other	NATURAL VITALITY	39360 3RD ST E STE 401	15	0	0.92
280	Education	ANTELOPE VALLEY LEARNING ACADE	37212 47TH ST E	15	0	3.05
281	Dry Retail & Professional	PETSMART	38147 47TH ST E	15	9	1.48
282	Medical/Health	MERIDIAN SIERRA PELONA	38440 5TH ST W	15	0	3.09
283	Education	MAINTENANCE PSD	919 E AVENUE P8	15	0	3.05
284	Food-Related Industry	KROGER	2341 E AVENUE S	15	0	8.18
285	Food-Related Industry	KROGER	2341 E AVENUE S	15	0	8.18
286	Hospitality & Entertainment	PALMDALE WATER PARK (FREE)	3850 E AVENUE S	15	0.75	5.37
287	Education	CHILD CARE RESOURCE CENTER	250 GRAND CYPRESS AVE	15	0	3.05
288	Dry Retail & Professional	EAGLE POINT BUSINESS LLC	346 GRAND CYPRESS AVE	15	0	1.48
289	Education	DESERT WILLOW SCHOOL	36555 SUNNY LN	15	6	3.05
290	Food-Related Industry	TOWN SQUARE WEST LLC	2106 PALMDALE BLVD E	15	0	8.18
291	Food-Related Industry	ANTELOPE VALLEY SWAP MEET INC	5550 PEARBLOSSOM HWY	15	0	8.18
292	Other	TELESIS COLLISION CENTER	636 RANCHO VISTA BLVD E	15	6	0.92
293	Food-Related Industry	JACK IN THE BOX 03352	570 RANCHO VISTA BLVD W	15	6	8.18
294	Education	OAKTREE SCHOOL PPS	39139 10TH ST E	15	0	3.05
295	Education	PALMDALE SCHOOL DISTRICT OFFIC	39139 10TH ST E	15	6	3.05
296	Education	PALMDALE SCHOOL DISTRICT(TSH &	39175 PALM TREE WAY	15	3	3.05
297	Education	PALMDALE SCHOOL DISTRICT	39210 10TH ST E	15	0	3.05
298	Dry Retail & Professional	SIERRA GATEWAY BLDG 1	39959 SIERRA HWY	15	18	1.48
299	Dry Retail & Professional	SIERRA GATEWAY BLDG 2	40015 SIERRA HWY	15	3	1.48
300	Medical/Health	VALLEYWIDE DENTAL INC	1021 W AVENUE M14	15	0	3.09
301	Hospitality & Entertainment	MALHI'S INN SUITE	217 PALMDALE BLVD E	12		4.30
302	Dry Retail & Professional	PALMDALE MARKETPLACE	39202 10TH ST W	12	12	1.18
303	Other	CRUZ THRU EXPRESS	39315 10TH ST W	12	0	0.74
304	Dry Retail & Professional	PALMDALE MARKETPLACE	39332 10TH ST W	12	12	1.18
305	Dry Retail & Professional	BED BATH AND BEYOND NO 581	39421 10TH ST W	12	1	1.18
306	Dry Retail & Professional	PETCO 1504	39522 10TH ST W	12	8	1.18
307	Dry Retail & Professional	ASHLEY FURNITURE NO 4	39626 10TH ST W	12	8	1.18
308	Food-Related Industry	APPLEBEES NO 021537	39720 10TH ST W	12	8	6.54
309	Food-Related Industry	SOUP PLANTATION	40026 10TH ST W	12	6	6.54
310	Multi-Family	GUTIERREZ, JOHN	459 E AVENUE Q7	12	0	2.71
311	Multi-Family	KATHY INDART-HUNT	38220 11TH ST E	12	0	2.71
312	Multi-Family	ELEVENTH EAST TOWNHOMES LLC	38508 11TH ST E	12	1.5	2.71
313	Other	VILLA TIRES	38426 12TH ST E	12	0	0.74
314	Multi-Family	KELLY, KEITH	524 E AVENUE Q12	12	0	2.71
315	Education	DESERT SANDS CHARTER HS UNIT A	41781 12TH ST W	12	6	2.44

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316	Multi-Family	POTTS, JEFF	550 E AVENUE Q12	12	0	2.71
317	Dry Manufacturing	PALMDALE COMMERCE CENTER	38917 20TH ST E	12	0	1.86
318	Education	AVUHSD HHS MAINTENANCE 3YD'S	39055 25TH ST W	12	0	2.44
319	Government	PALMDALE CHIMBOLE CC (FREE)	817 E AVENUE Q9	12	0	2.81
320	Hospitality & Entertainment	BRUNSWICK INDOOR REC GRP	38241 30TH ST E	12	3	4.30
321	Medical/Health	TAKVORYAN, TAKVOR	38345 30TH ST E	12	0	2.47
322	Government	PALMDALE ENGINEER DEPT (FREE)	839 E AVENUE Q9	12	0	2.81
323	Education	THE GUIDANCE CHARTER	37230 37TH ST E	12	6	2.44
324	Other	AMERICAN INDIAN LITTLE LEAGUE	3RD ST E & E AVENUE P8	12	0	0.74
325	Multi-Family	REINOSO, EDGAR AND LINDA	943 E AVENUE R	12	0	2.71
326	Dry Retail & Professional	CVS PHARMACY	30812 47TH ST E	12	1	1.18
327	Dry Retail & Professional	WALGREENS 6976 PO REQUIRED	37160 47TH ST E	12	12	1.18
328	Food-Related Industry	STATER BROTHERS NO 145	37218 47TH ST E	12	18	6.54
329	Food-Related Industry	MAN HAY CO INC	37244 47TH ST E	12	0	6.54
330	Food-Related Industry	TACO BELL NO 25854	37910 47TH ST E	12	9	6.54
331	Food-Related Industry	47TH ST AND AVENUE R LLC	37926 47TH ST E	12	12	6.54
332	Dry Retail & Professional	RITE AID NO 5844	37950 47TH ST E	12	3	1.18
333	Food-Related Industry	47TH STREET PAVILLION	38029 47TH ST E	12	6	6.54
334	Food-Related Industry	47TH STREET PAVILLION	38037 47TH ST E	12	0	6.54
335	Dry Retail & Professional	BATH AND BODY WORKS	38111 47TH ST E	12	0	1.18
336	Education	HEAD START - CHAPARRAL	37500 50TH ST E	12	0	2.44
337	Other	YABITO CORPORATION STE C18	37824 5TH ST E	12	0	0.74
338	Dry Manufacturing	FOX INDUSTRIAL PARK NO 201	37925 6TH ST E	12	0	1.86
339	Multi-Family	BEST PALM GROUP LLC	1617 E AVENUE R	12	6	2.71
340	Food-Related Industry	CARL'S JR 1100619	1031 AV MALL RD	12	6	6.54
341	Hospitality & Entertainment	LANCASTER COLUMBUS CLUB	719 COLUMBIA WAY W	12	3	4.30
342	Medical/Health	VENTURE COMMERCE CENTER 2	525 COMMERCE AVE	12	3	2.47
343	Multi-Family	MONTE VISTA HOA	2554 OLIVE DR	12	0	2.71
344	Multi-Family	MONTE VISTA HOA	2554 OLIVE DR	12	0	2.71
345	Food-Related Industry	CARL'S JR 1100601	2505 E AVENUE S	12	6	6.54
346	Food-Related Industry	DEL TACO IN NO 952	2534 E AVENUE S	12	9	6.54
347	Food-Related Industry	STATER BROTHERS NO 130	2535 E AVENUE S	12	18	6.54
348	Dry Retail & Professional	PALMDALE PARKWAYS	2551 E AVENUE S	12	12	1.18
349	Food-Related Industry	TACO BELL NO 22816	2561 E AVENUE S	12	9	6.54
350	Multi-Family	CASA BLANCA APARTMENTS	4160 E AVENUE R	12	0	2.71
351	Food-Related Industry	PRIMO BURGERS	4654 E AVENUE S	12	3	6.54
352	Food-Related Industry	EL TUCAN AZUL	2315 E PALMDALE BLVD	12	9	6.54
353	Other	DAO, HOANGSON	2540 E PALMDALE BLVD	12	0	0.74
354	Dry Retail & Professional	LIQUOR KING MARKET	5564 FORT TEJON RD	12	0	1.18
355	Dry Retail & Professional	EAGLE POINT BUSINESS LLC	360 GRAND CYPRESS AVE	12	0	1.18
356	Multi-Family	LONGHORN PAVILION-BLDG S	36523 25TH ST E	12	0	2.71
357	Multi-Family	LONGHORN PAVILION BLDG E, F, J	36523 25TH ST E	12	0	2.71
358	Other	SQUIRTY'S COLLISION CTR	40360 LA QUINTA LN	12	0	0.74
359	Education	HEAD START - OCOTILLO	38737 OCOTILLO SCHOOL DR	12	0	2.44
360	Multi-Family	LONGHORN PAVILION-BLDG N	2311 OLD HAROLD RD	12	0	2.71
361	Multi-Family	LONGHORN PAVILION-BLDG A, E	2311 OLD HAROLD RD	12	0	2.71
362	Other	ZEROUNIAN, PAUL	2531 OLIVE DR	12	6	0.74
363	Food-Related Industry	MCDONALD'S NO 2639	131 PALMDALE BLVD E	12	3	6.54
364	Food-Related Industry	BANAYAN, JOSEPH	323 PALMDALE BLVD E	12	0	6.54
365	Multi-Family	OASIS HOMEOWNERS ASSOC	37940 42ND ST E	12	0	2.71
366	Multi-Family	OASIS HOMEOWNERS ASSOC	37940 42ND ST E	12	0	2.71
367	Food-Related Industry	PRIMO BURGERS	545 PALMDALE BLVD E	12	0	6.54
368	Food-Related Industry	JACK IN BOX STORE 363	564 PALMDALE BLVD E	12	6	6.54
369	Multi-Family	BAIG, KHALIQ	38109 11TH ST E	12	0	2.71
370	Dry Retail & Professional	AUTOZONE 5460-02	1138 PALMDALE BLVD E	12	0	1.18
371	Dry Retail & Professional	WOODLAND BUSINESS PARK	1601 PALMDALE BLVD E	12	0	1.18
372	Food-Related Industry	PALM-GATEWAY SC LLC	1773 PALMDALE BLVD E	12	0	6.54
373	Medical/Health	SAYANI, BEN	1800 PALMDALE BLVD E	12	0	2.47
374	Multi-Family	SUNRISE APARTMENTS	38257 12TH ST E	12	0	2.71
375	Multi-Family	RAHBAR, SCION	38260 5TH ST E	12	0	2.71
376	Government	PALMDALE CITY HALL (FREE)	38300 SIERRA HWY	12	0	2.81
377	Food-Related Industry	CARL'S JR 1100111	2005 PALMDALE BLVD E	12	6	6.54
378	Dry Retail & Professional	TOWN SQUARE WEST LLC	2042 PALMDALE BLVD E	12	3	1.18
379	Dry Retail & Professional	TOWN SQUARE WEST LLC	2140 PALMDALE BLVD E	12	0	1.18
380	Food-Related Industry	THE ABBEY COMPANY	2221 PALMDALE BLVD E	12	9	6.54
381	Food-Related Industry	2200 TOWN SQUARE EAST LLC	2250 PALMDALE BLVD E	12	6	6.54
382	Food-Related Industry	BURGER KING NO 5185	2606 PALMDALE BLVD E	12	9	6.54
383	Other	PEP BOYS 772	3054 PALMDALE BLVD E	12	0	0.74
384	Multi-Family	SONOMA APARTMENTS	38551 11TH ST E	12	0	2.71
385	Food-Related Industry	DEL TACO NO 16	421 PALMDALE BLVD W	12	6	6.54
386	Hospitality & Entertainment	BEST WESTERN	600 PALMDALE BLVD W	12	3	4.30
387	Food-Related Industry	SIZZLER NO 654	853 PALMDALE BLVD W	12	6	6.54
388	Multi-Family	YUN LIN INC	38675 12TH ST E	12	0	2.71
389	Multi-Family	YUNLIN INC	38707 12TH ST E	12	0	2.71
390	Dry Retail & Professional	SEARS	320 RANCHO VISTA BLVD W	12	6	1.18
391	Food-Related Industry	HOMETOWN BUFFET 0157	422 RANCHO VISTA BLVD W	12	9	6.54
392	Multi-Family	DESERT SENIOR APARTMENTS	38780 ORCHIDVIEW PL	12	0	2.71
393	Education	AVUHSD-R REX PARIS HIGH SCHOOL	38801 CLOCKTOWER PLAZA DR E	12	0.5	2.44
394	Hospitality & Entertainment	RRM PARTNERS	540 RANCHO VISTA BLVD W	12	3	4.30
395	Food-Related Industry	TACO BELL NO 22818	739 RANCHO VISTA BLVD W	12	8	6.54

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396	Other	CHINO HILLS OILS INC	1022 RANCHO VISTA BLVD W	12	3	0.74
397	Food-Related Industry	FRESCO II LLG CORP	1311 RANCHO VISTA BLVD W	12	8	6.54
398	Food-Related Industry	BURGER KING	3045 RANCHO VISTA BLVD W	12	8	6.54
399	Dry Retail & Professional	ANTELOPE VALLEY PRESS	37404 SIERRA HWY	12	0	1.18
400	Other	PALMDALE INDUSTRIAL PARK	37925 SIERRA HWY	12	8	0.74
401	Medical/Health	TRADE CENTER PLAZA LLC	38925 TRADE CENTER DR	12	0	2.47
402	Food-Related Industry	BEST FOOD BAKING	38960 TRADE CENTER DR	12	0	6.54
403	Medical/Health	RBL PALMDALE CENTER LLC	39115 TRADE CENTER DR	12	6	2.47
404	Medical/Health	DESERT VENTURES BUILDING	1007 W AVENUE M14	12	0	2.47
405	Medical/Health	WALAKA DEVELOPMENT NO 2	1037 W AVENUE N	12	0	2.47
406	Food-Related Industry	CARL'S JR NO 1100315	5006 W AVENUE N	12	9	6.54
407	Food-Related Industry	DEL TACO NO 789	5010 W AVENUE N	12	9	6.54
408	Food-Related Industry	PANDA EXPRESS	5025 W AVENUE N	12	6	6.54
409	Food-Related Industry	MULLIGANS FAMILY FUN CENTER	525 W AVENUE P4	12	8	6.54
410	Dry Retail & Professional	MERIDIAN PROPERTY COMPANY	627 W AVENUE Q	12	0	1.18
411	Food-Related Industry	OUTBACK RESTAURANT NO 301	1061 W RANCHO VISTA BLVD	12	8	6.54
412	Education	DESERT WILLOW SCHOOL	36555 SUNNY LN	10	6	2.03
413	Food-Related Industry	IN-N-OUT BURGER 79	142 PALMDALE BLVD E	10	6	5.45
414	Dry Retail & Professional	BARNES AND NOBLE NO 2994	39228 10TH ST W	9	18	0.89
415	Dry Retail & Professional	PALMDALE MARKETPLACE (PAD E)	39256 10TH ST W	9	9	0.89
416	Food-Related Industry	BIG TUNA JAPANESE REST UNIT A	39409 10TH ST W	9	0	4.91
417	Other	OLD WESTERN STORAGE AND R V	41413 10TH ST W	9	0	0.55
418	Food-Related Industry	BIRDIES DRIVING RANGE	41520 10TH ST W	9	3	4.91
419	Dry Retail & Professional	99 CENTS ONLY STORES UNIT B	38360 20TH ST E	9	0	0.89
420	Education	MARINELLO SCHOOL OF BEAUTY	641 PALMDALE BLVD W	9	0	1.83
421	Education	DOS CAMINOS	38136 35TH ST E	9	3	1.83
422	Other	AMERICAN INDIAN LITTLE LEAGUE	3RD ST E & E AVENUE P8	9	0	0.55
423	Multi-Family	SUMMERWIND APARTMENTS	945 E AVENUE Q4	9	0	2.03
424	Education	HEAD START - MESQUITE	37622 43RD ST E	9	0	1.83
425	Dry Retail & Professional	KELLYS SHELL STATION	37204 47TH ST E	9	6	0.89
426	Dry Retail & Professional	47TH STREET PAVILLION	38003 47TH ST E	9	0	0.89
427	Multi-Family	VALLEY WIDE PROPERTY	1218 E AVENUE Q	9	0	2.03
428	Multi-Family	IRON MOUNTAIN APARTMENTS	1320 E AVENUE Q	9	3	2.03
429	Multi-Family	GOLDEN INVESTMENTS	1341 E AVENUE R	9	0	2.03
430	Dry Retail & Professional	EXECUTIVE SQUARE	38733 9TH ST E	9	3	0.89
431	Dry Retail & Professional	4ST COMMERCIAL REALTY GROUP	833 AUTO CENTER DR	9	0	0.89
432	Dry Retail & Professional	1ST COMMERCIAL REALTY GROUP	843 AUTO CENTER DR	9	0	0.89
433	Dry Retail & Professional	AMERICAN REAL ESTATE	847 AUTO CENTER DR	9	0	0.89
434	Dry Retail & Professional	RALLY HYUNDAI	38958 CARRIAGE WAY	9	0	0.89
435	Dry Retail & Professional	JAQUA AND SONS	1050 COLUMBIA WAY W	9	0	0.89
436	Education	HEAD START - DISTRICT OFFICE	975 E AVENUE P8	9	0	1.83
437	Other	SAFETY PEN STORE ALL	2255 E AVENUE Q	9	0	0.55
438	Multi-Family	KATHY INDART-HUNT	504 E AVENUE Q3	9	0	2.03
439	Education	HEAD START - PALM TREE	326 E AVENUE R	9	0	1.83
440	Education	AVUHSD-PALMDALE HIGH M&O	2137 E AVENUE R	9	0	1.83
441	Education	HEAD START TUMBLEWEED	1100 E AVENUE R4	9	0	1.83
442	Dry Retail & Professional	CVS 9634	2521 E AVENUE S	9	1.5	0.89
443	Dry Manufacturing	VISION ENGINEERING	114 GRAND CYPRESS AVE	9	12	1.39
444	Multi-Family	LONGHORN PAVILION-BLDG S	36523 25TH ST E	9	0	2.03
445	Multi-Family	EAST END PROPERTIES INC	38622 LARKIN AVE	9	0	2.03
446	Dry Retail & Professional	PALMDALE SHOPPING CENTER	266 PALMDALE BLVD E	9	0	0.89
447	Dry Retail & Professional	FUROSTAR	1703 PALMDALE BLVD E	9	0	0.89
448	Food-Related Industry	DEL TACO NO 204	1763 PALMDALE BLVD E	9	0	4.91
449	Other	HIGH POINT CAPITAL LLC	1813 PALMDALE BLVD E	9	0	0.55
450	Government	CITY OF PALMDALE (FREE)	38246 SIERRA HWY	9	0	2.11
451	Multi-Family	LA QUINTA APARTMENTS	38301 11TH ST E	9	0	2.03
452	Food-Related Industry	SKY BURGERS	1824 PALMDALE BLVD E	9	0	4.91
453	Food-Related Industry	2200 TOWN SQUARE EAST LLC	2220 PALMDALE BLVD E	9	6	4.91
454	Dry Retail & Professional	PALMDALE PLACE-PRIME TIME	2247 PALMDALE BLVD E	9	9	0.89
455	Dry Retail & Professional	PALMDALE PLACE-ALL STATE 2271	2271 PALMDALE BLVD E	9	3	0.89
456	Education	PALMDALE PLACE-CLAYPOOL	2307 PALMDALE BLVD E	9	0	1.83
457	Medical/Health	EAST PALMDALE DIALYSIS CENTER	2710 PALMDALE BLVD E	9	0	1.86
458	Dry Retail & Professional	DISCOUNT TIRE CENTER	3084 PALMDALE BLVD E	9	0	0.89
459	Food-Related Industry	ALICE'S BURGERS	801 PALMDALE BLVD W	9	6	4.91
460	Food-Related Industry	GINO'S ITALIAN RESTAURANT	819 PALMDALE BLVD W	9	0	4.91
461	Multi-Family	NOAH MARMEL	38633 LARKIN AVE	9	0	2.03
462	Multi-Family	SUNRIDGE APARTMENT	38665 12TH ST E	9	0	2.03
463	Multi-Family	EXCEL RESIDENTIAL SERVICES	38700 10TH ST E	9	0	2.03
464	Education	FEDERAL AVIATION CHILD CARE	2555 RANCHO VISTA BLVD E	9	9	1.83
465	Food-Related Industry	99 CENT ONLY STORES 109	442 RANCHO VISTA BLVD W	9	3	4.91
466	Medical/Health	WESTERN DENTAL SERVICES	510 RANCHO VISTA BLVD W	9	0	1.86
467	Food-Related Industry	EL TORITO NO 0233	1161 RANCHO VISTA BLVD W	9	9	4.91
468	Dry Retail & Professional	ARCO AM PM	41923 SIERRA HWY	9	3	0.89
469	Food-Related Industry	POPEYE'S	39462 TRADE CENTER DR	9	3	4.91
470	Multi-Family	HOLIDAY RETIREMENT CORP	39630 FAIRWAY DR	9	6	2.03
471	Medical/Health	MPC PALMDALE OWNER ASSOC	647 W AVENUE Q	9	3	1.86
472	Dry Retail & Professional	DUNN EDWARDS	736 W RANCHO VISTA BLVD	9	0	0.89
473	Dry Manufacturing	AIRO INDUSTRIES CO	2800 WATTS AVE	9	0	1.39
474	Multi-Family	TELSTAR MOBILE HOME PARK	343 E AVENUE Q	8	4	1.81
475	Food-Related Industry	BURGER KING NO 39519	39519 10TH ST W	8	8	4.36

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476	Multi-Family	CW PIEDMONT LLC	413 E AVENUE Q7	8	0	1.81
477	Dry Retail & Professional	MURPHY SWITCH	41343 12TH ST W	8	0	0.79
478	Dry Manufacturing	PALMDALE COMMERCE CENTER	38917 20TH ST E	8	0	1.24
479	Dry Retail & Professional	AUTOZONE NO 2839	37251 47TH ST E	8	0	0.79
480	Other	CAR WASH AV AUTO MALL	38935 5TH ST W	8	0	0.49
481	Other	YABITO CORPORATION	38475 6TH ST E	8	0	0.49
482	Government	PALMDALE WATER DISTRICT	2029 E AVENUE Q	8	6	1.88
483	Food-Related Industry	CASCADES RESTAURANT	3905 CLUB RANCHO DR	8	12	4.36
484	Multi-Family	BARROS, JUAN E	933 E AVENUE Q4	8	4	1.81
485	Dry Retail & Professional	O'REILLY AUTO PARTS	2540 E AVENUE S	8	4	0.79
486	Food-Related Industry	BUFFALOS CAFE	4611 E AVENUE S	8	6	4.36
487	Food-Related Industry	DOLLAR TREE 4235	4616 E AVENUE S	8	1.5	4.36
488	Multi-Family	LONGHORN PAVILION-BLDG N	36523 25TH ST E	8	0	1.81
489	Dry Retail & Professional	LOCKHEED FEDERAL CREDIT UNION	1011 LOCKHEED WAY	8	0	0.79
490	Multi-Family	LONGHORN PAVILION-GARAGE 207	2311 OLD HAROLD RD	8	0	1.81
491	Multi-Family	LONGHORN PAVILION-BLDG R	2311 OLD HAROLD RD	8	0	1.81
492	Medical/Health	SNOW, DR GILBERT	247 PALMDALE BLVD E	8	0	1.65
493	Food-Related Industry	STARBUCKS COFFEE 9739	280 PALMDALE BLVD E	8	6	4.36
494	Medical/Health	PLANNED PARENTHOOD	533 PALMDALE BLVD E	8	0	1.65
495	Food-Related Industry	AHMAD CAHLA PLAZA	957 PALMDALE BLVD E	8	0	4.36
496	Dry Retail & Professional	WOODLAND BUSINESS PARK	1601 PALMDALE BLVD E	8	0	0.79
497	Multi-Family	SATRUSTEGUI, MARTHA	38240 5TH ST E	8	0	1.81
498	Food-Related Industry	BUFFET KING	2053 PALMDALE BLVD E	8	12	4.36
499	Other	AUTO ZONE 5461-02	3081 PALMDALE BLVD E	8	0	0.49
500	Food-Related Industry	TACO BELL NO 22820	102 PALMDALE BLVD W	8	6	4.36
501	Dry Retail & Professional	AM PM MINI MARKET	411 PALMDALE BLVD W	8	6	0.79
502	Multi-Family	PALMDALE GARDEN APARTMENTS	38601 10TH ST E	8	0	1.81
503	Other	PALMDALE GLASS & MIRROR	608 RANCHO VISTA BLVD E	8	0	0.49
504	Dry Retail & Professional	PIER 1 IMPORTS 683	1105 RANCHO VISTA BLVD W	8	16	0.79
505	Dry Retail & Professional	MINUTE SERVE DAIRY	3113 RANCHO VISTA BLVD W	8	6	0.79
506	Multi-Family	BOULDERS AT THE RANCH-BINS	40701 RANCHO VISTA BLVD	8	0	1.81
507	Dry Retail & Professional	GECE CHALLENGER BUSINESS PARK	38420 5TH ST W	7.5	0	0.74
508	Hospitality & Entertainment	RED ROOF INN	200 W PALMDALE BLVD	6	0	2.15
509	Hospitality & Entertainment	RED ROOF INN	200 W PALMDALE BLVD	6	0	2.15
510	Multi-Family	222 E AVENUE Q7	222 E AVENUE Q7	6	0	1.35
511	Dry Retail & Professional	R R PROPERTIES	38424 10TH ST E	6	0	0.59
512	Dry Retail & Professional	SANDSTONE DESIGN INC	38955 10TH ST E	6	0	0.59
513	Multi-Family	WOODGLEN APTS	316 E AVENUE Q7	6	0	1.35
514	Dry Retail & Professional	SIERRA FOODS INC	38821 10TH ST W	6	6	0.59
515	Dry Retail & Professional	PALMDALE MARKETPLACE	39178 10TH ST W	6	0	0.59
516	Dry Retail & Professional	ULTA SALON 382	39246 10TH ST W	6	6	0.59
517	Dry Retail & Professional	STAPLES 412	39258 10TH ST W	6	0	0.59
518	Food-Related Industry	GOLDEN SPECTRUM PROPERTY LLC	39341 10TH ST W	6	9	3.27
519	Dry Retail & Professional	DRESS BARN NO 169	39449 10TH ST W	6	0	0.59
520	Other	PALMDALE MANZANITA PK (FREE)	431 MESA VERDE AVE	6	0	0.37
521	Food-Related Industry	LOVE SUSHI HOUSE INC	40140 10TH ST W	6	3	3.27
522	Food-Related Industry	A C WARNACK TRUST	40162 10TH ST W	6	6	3.27
523	Dry Retail & Professional	CROSSWIND COMMUNITY CHURCH	41337 10TH ST W	6	0	0.59
524	Multi-Family	SEQUEIRA, ARTURO	454 E AVENUE Q3	6	0	1.35
525	Other	BUDGET SELF STORAGE SOUTH	41843 10TH ST W	6	0	0.37
526	Medical/Health	WALAKA DEVELOPMENT NO 3	41230 11TH ST W	6	0	1.24
527	Other	RUST, MELVIN	38960 12TH ST E	6	0	0.37
528	Medical/Health	H G J LLC	41253 12TH ST W	6	0	1.24
529	Multi-Family	LEVITT INVESTMENTS	522 E AVENUE Q5	6	0	1.35
530	Dry Retail & Professional	PARKER, J LARRY	41307 12TH ST W	6	0	0.59
531	Dry Retail & Professional	LAW OFF OF DAVID WALLIN	41319 12TH ST W	6	0	0.59
532	Dry Retail & Professional	TOWER INVESTMENTS	41331 12TH ST W	6	0	0.59
533	Multi-Family	KELLY, KEITH	525 E AVENUE Q12	6	0	1.35
534	Dry Retail & Professional	EDWARDS INVESTMENTS	41765 12TH ST W	6	0	0.59
535	Multi-Family	LOPEZ, RITO	547 E AVENUE Q12	6	0	1.35
536	Dry Manufacturing	LUSK QUALITY MACHINE	39457 15TH ST E	6	3	0.93
537	Dry Manufacturing	PALMDALE HEAT TREATING	38834 17TH ST E	6	0	0.93
538	Government	CITY OF PALMDALE (FREE)	616 RANCHO VISTA BLVD E	6	0	1.41
539	Multi-Family	RENT SOURCE CORP	38011 20TH ST E	6	0	1.35
540	Medical/Health	ELIZABETH WEBB	38433 20TH ST E	6	0	1.24
541	Dry Retail & Professional	THE HIGHLANDS	39625 20TH ST W	6	3	0.59
542	Other	JIFFY LUBE	37140 25TH ST E	6	3	0.37
543	Multi-Family	JONES, TIMOTHY E	922 E AVENUE R	6	0	1.35
544	Government	PALMDALE SENIOR CTR B(FREE)	930 E AVENUE Q9	6	3	1.41
545	Multi-Family	HALES, STEPHEN (OWNR)	936 E AVENUE Q12	6	3	1.35
546	Multi-Family	INFINITY FIFTH HOUSE LLC	959 E AVENUE Q4	6	0	1.35
547	Multi-Family	SONG, BO	1005 E AVENUE R	6	0	1.35
548	Dry Manufacturing	GARRETT PAINTING AND SANDBLAST	36510 45TH ST E	6	0	0.93
549	Dry Retail & Professional	BIG 5 SPORTING GOODS 283	37026 47TH ST E	6	3	0.59
550	Multi-Family	ROMERO, RUBEN	1025 E AVENUE Q5	6	0	1.35
551	Multi-Family	SPSSM VI	1040 E AVENUE Q12	6	0	1.35
552	Multi-Family	GUTIERREZ, JOHN A	1041 E AVENUE Q3	6	0	1.35
553	Dry Retail & Professional	47TH STREET PAVILLION	38141 47TH ST E	6	0	0.59
554	Medical/Health	47TH STREET PAVILLION	38209 47TH ST E	6	0	1.24
555	Multi-Family	COSS, MR CASEY	38738 4TH ST E	6	0	1.35

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556	Multi-Family	ACRE STREET LLC	1140 E AVENUE Q12	6	0	1.35
557	Multi-Family	3 H & J INVESTMENTS	1241 E AVENUE R	6	0	1.35
558	Medical/Health	SIERRA, MERIDIAN	38460 5TH ST W	6	0	1.24
559	Dry Manufacturing	FOX INDUSTRIAL PARK NO 201	37925 6TH ST E	6	0	0.93
560	Dry Retail & Professional	AYALA, LORENA	38011 6TH ST E	6	15	0.59
561	Other	WARMAN INDUSTRIES (MASTER)	38554 6TH ST E	6	0	0.37
562	Education	PALMDALE SCHOOL DISTRICT - TAM	1843 E AVENUE Q5	6	3	1.22
563	Dry Retail & Professional	EDWARDS, WILLIAM	38434 9TH ST E	6	0	0.59
564	Government	PALMDALE WATER DISTRICT	2029 E AVENUE Q	6	6	1.41
565	Dry Retail & Professional	CAMACHO MITSUBISHI	401 AUTO VISTA DR	6	6	0.59
566	Hospitality & Entertainment	RANCHO VISTA GOLF COURSE	4103 BOLZ RANCH RD	6	0	2.15
567	Dry Retail & Professional	MOBIL MINI MART	1020 COLUMBIA WAY W	6	3	0.59
568	Multi-Family	TROTH, MARK	920 E AVENUE Q	6	0	1.35
569	Dry Retail & Professional	TWENTIETH CENTER LIMITED	2010 E AVENUE Q	6	0	0.59
570	Hospitality & Entertainment	B P O E NO 2027	2705 E AVENUE Q	6	0	2.15
571	Hospitality & Entertainment	LOYAL ORDER OF MOOSE NO 507	3101 E AVENUE Q	6	1.5	2.15
572	Multi-Family	BLANCA RAIN	1050 E AVENUE Q3	6	0	1.35
573	Other	AFFORDABLE TIRE INC	924 E AVENUE Q6	6	0	0.37
574	Food-Related Industry	RAMSEY, PEGGY	830 E AVENUE Q6 1/2	6	0	3.27
575	Government	CITY OF PALMDALE (FREE)	2820 GREENBRIER ST	6	0	1.41
576	Other	PALMDALE JOSHUA PK (FREE)	3110 FAIRFIELD AVE	6	0	0.37
577	Education	PALMDALE WATER DISTRICT	700 E AVENUE S	6	0	1.22
578	Education	AVUHSD - ADULT ED	1212 E AVENUE S	6	0	1.22
579	Dry Retail & Professional	IN SHAPE HEALTH CLUBS	4644 E AVENUE S	6	1.5	0.59
580	Dry Manufacturing	HI GRADE MATERIAL COMPANY	6500 E AVENUE T	6	0	0.93
581	Dry Manufacturing	LACRMX	7010 E AVENUE T	6	0	0.93
582	Dry Manufacturing	GRANITE CONSTRUCTION NO 1	7010 E AVENUE T	6	0	0.93
583	Dry Manufacturing	HOLIDAY ROCK COMPANY INC	7749 E AVENUE T	6	0	0.93
584	Food-Related Industry	FAMILY DOLLAR 10250	3157 E PALMDALE BLVD	6	15	3.27
585	Education	YELLEN LEARNING CENTER	37015 GOLDEN VIEW WAY	6	3	1.22
586	Dry Retail & Professional	C/O DP COMMERCIAL BROKERAGE IN	320 GRAND CYPRESS AVE	6	0	0.59
587	Other	MIKLIN LLC	410 GRAND CYPRESS AVE	6	0	0.37
588	Multi-Family	LONGHORN PAVILION-BLDG N	36523 25TH ST E	6	0	1.35
589	Dry Retail & Professional	FAIRWAYS COMMERCIAL PROP	40222 LA QUINTA LN	6	0	0.59
590	Medical/Health	KANWALJIT GILL MD	38656 MEDICAL CENTER DR	6	0	1.24
591	Multi-Family	LONGHORN PAVILION-GARAGE 207	2311 OLD HAROLD RD	6	0	1.35
592	Multi-Family	LONGHORN PAVILION-BLDG R	2311 OLD HAROLD RD	6	0	1.35
593	Food-Related Industry	PIZZA HUT NO 103078	220 PALMDALE BLVD E	6	6	3.27
594	Dry Retail & Professional	PRIME TIME NUTRITION	320 PALMDALE BLVD E	6	0	0.59
595	Medical/Health	501 PLAZA DEL CENTRAL LLC	533 PALMDALE BLVD E	6	0	1.24
596	Dry Retail & Professional	PACIFIC BELL UTILITIES	901 PALMDALE BLVD E	6	9	0.59
597	Food-Related Industry	YOON, HO	906 PALMDALE BLVD E	6	0	3.27
598	Dry Retail & Professional	BROOKS-MARTIN	950 PALMDALE BLVD E	6	0	0.59
599	Dry Retail & Professional	WELLS FARGO NO 199872	1006 PALMDALE BLVD E	6	0	0.59
600	Multi-Family	TAMPA MANAGEMENT	38104 11TH ST E	6	0	1.35
601	Education	THE GUIDANCE CHARTER	1125 PALMDALE BLVD E	6	0	1.22
602	Multi-Family	GONZALEZ, ELEAS	38128 10TH ST E	6	0	1.35
603	Multi-Family	LEWIS, MICHAEL	38130 11TH ST E	6	0	1.35
604	Medical/Health	DAVITA INC NO 1932	1643 PALMDALE BLVD E	6	6	1.24
605	Multi-Family	BAIG, FRANK	38210 5TH ST E	6	0	1.35
606	Multi-Family	INNOVATION REAL PROPERTIES LOC	38225 12TH ST E	6	0	1.35
607	Dry Retail & Professional	HIGH POINT CAPITAL LLC	1753 PALMDALE BLVD E	6	0	0.59
608	Multi-Family	MULTI UNIT FUNDING	38233 12TH ST E	6	0	1.35
609	Dry Retail & Professional	DOLLAR HOUSE INC SUITE H	1813 PALMDALE BLVD E	6	12	0.59
610	Other	PALMDALE PONY LEAGUE (FREE)	38302 20TH ST E	6	0	0.37
611	Medical/Health	MJ MEDICAL MANAGEMENT	1850 PALMDALE BLVD E	6	0	1.24
612	Food-Related Industry	LAS ISLAS MARIAS	2133 PALMDALE BLVD E	6	6	3.27
613	Medical/Health	ANTELOPE VALLEY COMMUNITY	2151 PALMDALE BLVD E	6	3	1.24
614	Other	SPARKLE & COMPANY	2635 PALMDALE BLVD E	6	0	0.37
615	Dry Retail & Professional	AHAVA CHEVRON	2850 PALMDALE BLVD E	6	0	0.59
616	Medical/Health	PETERSON, JERALD A	3166 PALMDALE BLVD E	6	0	1.24
617	Medical/Health	HIGH DESERT ANIMAL HOSP	3243 PALMDALE BLVD E	6	3	1.24
618	Multi-Family	SONOMA APARTMENTS	38561 11TH ST E	6	6	1.35
619	Multi-Family	CASTILLO, IDALIA	38563 LARKIN AVE	6	0	1.35
620	Multi-Family	RIO GRANDE 16	38572 10TH PL E	6	0	1.35
621	Food-Related Industry	LUCKY ROXY'S CAFE	405 PALMDALE BLVD W	6	0	3.27
622	Multi-Family	SANTA FE APARTMENTS	38604 10TH ST E	6	0	1.35
623	Dry Retail & Professional	PALMDALE 26 OIL INC	468 PALMDALE BLVD W	6	0	0.59
624	Multi-Family	CASTLESTONE INVEST CORP	38655 12TH ST E	6	3	1.35
625	Dry Retail & Professional	AQUAPHINA POOLS	420 RANCHO VISTA BLVD E	6	0	0.59
626	Medical/Health	UNITED REFRIGERATION E6	510 RANCHO VISTA BLVD E	6	0	1.24
627	Other	DERUBEIS FINE ART UNIT A	520 RANCHO VISTA BLVD E	6	0	0.37
628	Dry Manufacturing	GRUPO GLEMKA LLC	654 RANCHO VISTA BLVD E	6	6	0.93
629	Multi-Family	MCHUGH, FRANK	38728 5TH ST E	6	0	1.35
630	Other	PALMDALE HERITAGE AIR (FREE)	2001 RANCHO VISTA BLVD E	6	0	0.37
631	Dry Retail & Professional	NASA AIRCRAFT OPS FAC NAOF	2825 RANCHO VISTA BLVD E	6	6	0.59
632	Dry Retail & Professional	KINKISHARYO INTERNATIONAL	2825 RANCHO VISTA BLVD E	6	0	0.59
633	Multi-Family	DESERT SENIOR APARTMENTS	38780 ORCHIDVIEW PL	6	0	1.35
634	Dry Retail & Professional	EXXON MOBIL CORP 12596	520 RANCHO VISTA BLVD W	6	6	0.59
635	Dry Retail & Professional	GUITAR CENTER 113	1011 RANCHO VISTA BLVD W	6	12	0.59

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636	Food-Related Industry	ARBYS RESTAURANT NO 6993	1037 RANCHO VISTA BLVD W	6	6	3.27
637	Dry Retail & Professional	KELLYS SHELL STATION	1127 RANCHO VISTA BLVD W	6	6	0.59
638	Dry Retail & Professional	CHASE BANK B1674	1261 RANCHO VISTA BLVD W	6	0	0.59
639	Dry Retail & Professional	24 HR FITNESS NO 117	1335 RANCHO VISTA BLVD W	6	3	0.59
640	Other	SEARS AUTO CENTER NO 6098	1345 RANCHO VISTA BLVD W	6	0	0.37
641	Dry Retail & Professional	KELLER WILLIAMS REALTY STE B	1401 RANCHO VISTA BLVD W	6	3	0.59
642	Dry Retail & Professional	RITE AID NO 6400	3105 RANCHO VISTA BLVD W	6	1	0.59
643	Government	PALMDALE COURTHOUSE (FREE)	38256 SIERRA HWY	6	3	1.41
644	Food-Related Industry	SIERRA HIGHWAY ASSOCIATES	39553 SIERRA HWY	6	0	3.27
645	Other	ANA VERDE 12ACRE PARK (FS)	2525 THE GROVES	6	0	0.37
646	Dry Retail & Professional	SIERRA FOODS INC	38755 TIERRA SUBIDA AVE	6	1.5	0.59
647	Dry Retail & Professional	VIVINT SOLAR	38940 TRADE CENTER DR	6	6	0.59
648	Dry Retail & Professional	SHAW, KEN	1008 W AVENUE M4	6	0	0.59
649	Dry Retail & Professional	EARTH SYSTEMS CONSULTANTS	1024 W AVENUE M4	6	0	0.59
650	Dry Retail & Professional	SIERRA INDUSTRIAL PROP	1043 W AVENUE M4	6	0	0.59
651	Other	AUTO ZONE 4097 STE 114	5022 W AVENUE N	6	6	0.37
652	Other	TOMRA PACIFIC REPLANET AL6329	5038 W AVENUE N	6	0	0.37
653	Dry Retail & Professional	MPC PALMDALE OWNER ASSOC	619 W AVENUE Q	6	6	0.59
654	Education	CAM COMMERCIAL PROPERTIES	805 W PALMDALE BLVD	6	6	1.22
655	Food-Related Industry	CAL WORLD PALMDALE LLC C220-(L	422 W RANCHO VISTA BLVD	6	0	3.27
656	Food-Related Industry	FIREHOUSE SUBS	1113 W RANCHO VISTA BLVD	6	0	3.27
657	Dry Retail & Professional	ROSS STORE 486	39196 10TH ST W	4	0	0.39
658	Medical/Health	BRIGHT NOW DENTAL	39345 10TH ST W	4	3	0.82
659	Dry Retail & Professional	WEST PALM COURT	40005 10TH ST W	4	3	0.39
660	Medical/Health	41301 12TH STREET WEST	41301 12TH ST W	4	0	0.82
661	Multi-Family	STRATEGIC ACQUISITIONS	565 E AVENUE Q12	4	0	0.90
662	Multi-Family	ATTIANT, GILL	38023 20TH ST E	4	0	0.90
663	Other	WASHRAK ENTERPRISES INC	38427 22ND ST E	4	0	0.25
664	Multi-Family	RPM EXECUTIVES	38637 25TH ST E	4	0	0.90
665	Food-Related Industry	MIDWAY MARKET	38422 35TH ST E	4	4	2.18
666	Multi-Family	PALMDALE Q APTS	1000 E AVENUE Q	4	0	0.90
667	Dry Retail & Professional	OREILLY AUTO PARTS	38122 47TH ST E	4	0	0.39
668	Dry Retail & Professional	DISCOUNT TIRE	38235 47TH ST E	4	4	0.39
669	Multi-Family	ARRUDA, CARMEN	38547 5TH ST E	4	0	0.90
670	Other	661 MOTORING	38240 6TH ST E	4	0	0.25
671	Other	TONY'S TIRES P	38476 6TH ST E	4	0	0.25
672	Dry Manufacturing	DESERT INDUSTRIAL SUPPLY	38613 6TH ST E	4	0	0.62
673	Other	PALMDALE METROLINK (FREE)	39000 CLOCKTOWER PLAZA DR	4	0	0.25
674	Multi-Family	CLARK TRUST	1134 E AVENUE Q	4	0	0.90
675	Education	AVUHSD CDC PHOENIX SOUTH	2270 E AVENUE Q	4	0	0.81
676	Multi-Family	VALLEY INDUSTRIAL	509 E AVENUE Q5	4	0	0.90
677	Multi-Family	MANAM LLC	521 E AVENUE Q6	4	0	0.90
678	Multi-Family	MOUNTAIN VIEW ESTATES	3255 E AVENUE R	4	0	0.90
679	Dry Retail & Professional	PALMDALE ROP	1156 E AVENUE S	4	2	0.39
680	Dry Retail & Professional	RITE AIDE NO 6396	2419 E AVENUE S	4	4	0.39
681	Dry Manufacturing	VULCAN OLD CA MAT	7107 E AVENUE T	4	0	0.62
682	Dry Retail & Professional	GARDEN PLAZA CENTER UNIT E	2553 E PALMDALE BLVD	4	4	0.39
683	Dry Manufacturing	D N D PACKAGING	430 GRAND CYPRESS AVE	4	0	0.62
684	Multi-Family	SAHAGUN, LORENA (OWNR)	38744 LARKIN AVE	4	0	0.90
685	Multi-Family	ABEBE, ADDIS	38756 LARKIN AVE	4	0	0.90
686	Food-Related Industry	DOLLAR TREE NO 1535	222 PALMDALE BLVD E	4	1.5	2.18
687	Food-Related Industry	DOLLAR GENERAL 13594	244 PALMDALE BLVD E	4	0	2.18
688	Dry Retail & Professional	GREAT HIGHWAY LLC	839 PALMDALE BLVD E	4	0	0.39
689	Multi-Family	TOMBLINE, LAURA	38113 10TH ST E	4	6	0.90
690	Other	KOSTAS AND EPSON	1305 PALMDALE BLVD E	4	0	0.25
691	Other	PALMDALE CAR WASH	1520 PALMDALE BLVD E	4	0	0.25
692	Dry Retail & Professional	FALLAS PAREDES	1743 PALMDALE BLVD E	4	0	0.39
693	Dry Retail & Professional	RENT A CENTER STORE 730	1773 PALMDALE BLVD E	4	3	0.39
694	Other	PALMDALE PONY LEAGUE (FREE)	38302 20TH ST E	4	0	0.25
695	Dry Retail & Professional	ARCO AM PM 5265	2353 PALMDALE BLVD E	4	4	0.39
696	Multi-Family	PALMDALE PROPERTY MANAGEMENT	38431 5TH ST E	4	1.5	0.90
697	Food-Related Industry	GENESIS RECYCLING	2520 PALMDALE BLVD E	4	0	2.18
698	Other	JIFFY LUBE	2613 PALMDALE BLVD E	4	0	0.25
699	Multi-Family	TOWN SQUARE APARTMENTS	38521 5TH ST E	4	3	0.90
700	Dry Retail & Professional	CHALLENGER BUSINESS PARK LLC	450 PALMDALE BLVD W	4	1.5	0.39
701	Dry Retail & Professional	FOURPOINTS MARKET	5510 PEARBLOSSOM HWY	4	0	0.39
702	Dry Retail & Professional	SHERWIN WILLIAMS	550 RANCHO VISTA BLVD W	4	0	0.39
703	Dry Retail & Professional	JARED JEWLERS	849 RANCHO VISTA BLVD W	4	0	0.39
704	Other	SANDY BAY COVE C/O JIFFY LUBE	1040 RANCHO VISTA BLVD W	4	0	0.25
705	Other	DAVIS WHOLESALE ELECTRIC INC	610 W AVENUE O	4	8	0.25
706	Medical/Health	GRECO-BOWMAN CHIROPRACTIC	790 W AVENUE Q	4	0	0.82
707	Food-Related Industry	SR PALMDALE FD INC	1205 W RANCHO VISTA BLVD	4	8	2.18

ATTACHMENT 2

SAMPLE C&D PROJECT DIVERSION REPORT

GENERAL CONTRACTOR:

K D C CONSTRUCTION
230 S ROSEMEAD BLVD
PASADENA, CA. 91107

Karla Tovar - Construction & Recycling Services
5701 S. Eastern Ave., STE 300, Commerce, CA 90040
714-480-2317 (Direct) 866-459-3985 (Fax)

C & D Facilities

Downtown Diversion (DDI)
2424 E. Olympic Blvd.
Los Angeles, CA 90021

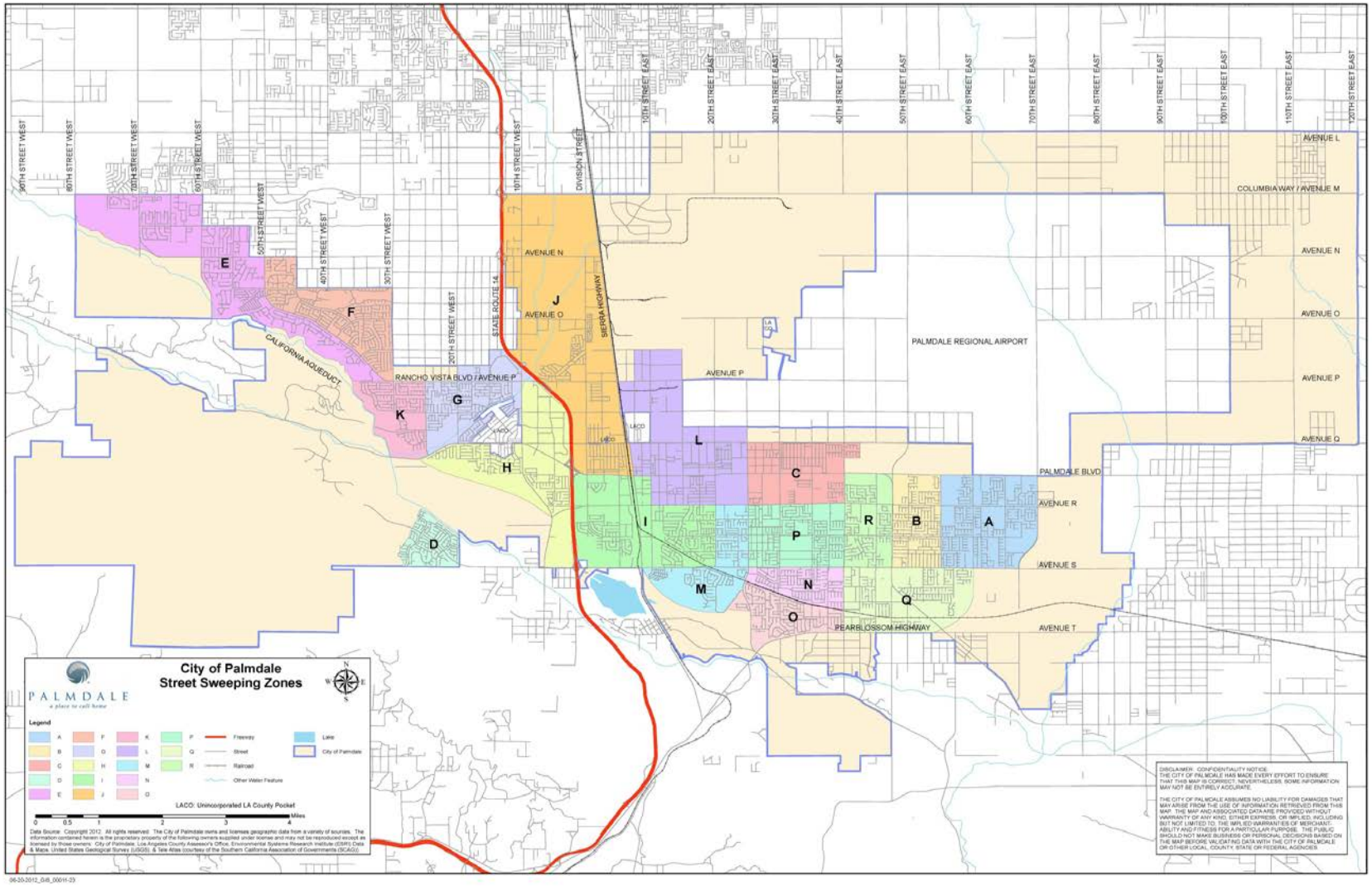
East Valley Diversion (EVD)
11616 Sheldon St
Sun Valley, CA 91352

ACCT: 250-130
Sales Rep: Elida Carrington
mesteves@kdconstruction.com
Prepared Date: 9/12/2013

DATE	TICKET #	BIN SIZE	MATERIAL TYPE	Total Tons	Tons RCY	RECY RATE %	FACILITY
08/09/17	740519	40yd	DEMO	6.57	4.77	72.69%	EAST VALLEY DIVERSION (EVD)
08/16/17	741768	40yd	DEMO	4.99	3.62	72.69%	EAST VALLEY DIVERSION (EVD)
08/23/17	743067	40yd	DEMO	4.50	3.27	72.69%	EAST VALLEY DIVERSION (EVD)
09/11/17	746330	40yd	DEMO	3.12	2.26	72.69%	EAST VALLEY DIVERSION (EVD)

Total Tons		19.18
Total Tons Diverted		13.92
Total Tons Landfilled		5.26
Total Diversion		**72.58%**

TRASH COLLECTION AND STREET SWEEPING MAP



TRASH COLLECTION AND STREET SWEEPING SCHEDULE CY 2016

Please refer to City Zone Map on Attachment 2-O for location of each zone.

STREET SWEEPING SCHEDULE CY 2016

Zone	Mileage	January	February	March	April	May	June	July	August	September	October	November	December	Day
A	4.36	04, 18	01, 15	07, 21	04, 18	02, 16	06, 20	05, 18	01, 15	06, 19	03, 17	07, 21	05, 19	Monday
B	4.34	11, 25	08, 22	14, 28	11, 25	09, 23	13, 27	11, 25	08, 22	12, 26	10, 24	14, 28	12, 26	Thursday
C	3.43	08, 22	12, 26	11, 25	08, 22	13, 27	10, 24	09, 22	12, 26	10, 23	14, 28	11, 26	09, 23	Monday
D	3.03	13, 27	10, 24	09, 23	13, 27	11, 25	08, 22	13, 27	10, 24	14, 28	12, 26	09, 23	14, 28	Wednesday
E	7.05	05, 19	02, 16	01, 15	05, 19	03, 17	07, 21	06, 19	02, 16	07, 20	04, 18	01, 15	06, 20	Tuesday
F	7.80	12, 26	09, 23	08, 22	12, 26	10, 24	14, 28	12, 26	09, 23	13, 27	11, 25	08, 22	13, 27	Tuesday
G	8.21	06, 20	03, 17	02, 16	06, 20	04, 18	02, 15	07, 20	03, 17	08, 21	05, 19	02, 16	07, 21	Wednesday
H	5.79	13, 27	10, 24	09, 23	13, 27	11, 25	08, 22	13, 27	10, 24	14, 28	12, 26	09, 23	14, 28	Wednesday
I	3.77	07, 21	11, 25	10, 24	14, 28	12, 26	09, 23	14, 28	11, 25	09, 22	13, 27	10, 25	08, 22	Thursday
J	3.73	14, 28	04, 18	03, 17	07, 21	05, 19	03, 16	08, 21	04, 18	01, 15	06, 20	03, 17	01, 15	Thursday
K	4.60	06, 20	03, 17	02, 16	06, 20	04, 18	02, 15	07, 20	03, 17	08, 21	05, 19	02, 16	07, 21	Wednesday
L	5.77	14, 28	04, 18	03, 17	07, 21	05, 19	03, 16	08, 21	04, 18	01, 15	06, 20	03, 17	01, 15	Thursday
M	8.35	07, 21	11, 25	10, 24	14, 28	12, 26	09, 23	14, 28	11, 25	09, 22	13, 27	10, 25	08, 22	Thursday
N	2.91	15	05, 19	04, 18	01, 15	06, 20	01, 17	01, 15	05, 19	02, 16	07, 21	04, 18	02, 16	Friday
O	4.70	15	05, 19	04, 18	01, 15	06, 20	01, 17	01, 15	05, 19	02, 16	07, 21	04, 18	02, 16	Friday
P	3.38	08, 22	12, 26	11, 25	08, 22	13, 27	10, 24	09, 22	12, 26	10, 23	14, 28	11, 26	09, 23	Friday
Q	2.37	04, 18	01, 15	07, 21	04, 18	02, 16	06, 20	05, 18	01, 15	06, 19	03, 17	07, 21	05, 19	Monday
R	3.98	11, 25	08, 22	14, 28	11, 25	09, 23	13, 27	11, 25	08, 22	12, 23	10, 24	14, 28	12, 26	Monday

TRASH COLLECTION SCHEDULE CY 2016

Zone	January	February	March	April	May	June	July	August	September	October	November	December	Day
A	01,8,15,22,29	5,12,19,26	4,11,18,25	1,8,15,22,29	6,13,20,27	3,10,17,24	1,8,15,22,29	5,12,19,26	2,9,16,23,30	7,14,21,28	4,11,18,25	2,9,16,23,30	Friday
B	01,8,15,22,29	5,12,19,26	4,11,18,25	1,8,15,22,29	6,13,20,27	3,10,17,24	1,8,15,22,29	5,12,19,26	2,9,16,23,30	7,14,21,28	4,11,18,25	2,9,16,23,30	Friday
C	7,14,21,28	4,11,18,25	3,10,17,24,31	7,14,21,28	5,12,19,26,	2,9,16,23,30	7,14,21,28	4,11,18,25	1,8,15,22,29	6,13,20,27	3,10,17,25	1,8,15,22,29	Thursday
D	5,12,19,26	2,9,16,23	1,8,15,22,29	5,12,19,26	3,10,17,24,31	7,4,21,28	5,12,19,26	2,9,16,23,30	6,13,20,27	4,11,18,25	1,8,15,22,29	6,13,20,27	Tuesday
E	4,11,25,18	1,8,15,22,29	7,14,21,28	4,11,18,25	2,9,16,23,30	6,13,20,27	4,11,18,25	1,8,15,22,29	5,12,19,26	3,10,17,24,31	7,14,21,28	5,12,19,26	Monday
F	4,11,25,18	1,8,15,22,29	7,14,21,28	4,11,18,25	2,9,16,23,30	6,13,20,27	4,11,18,25	1,8,15,22,29	5,12,19,26	3,10,17,24,31	7,14,21,28	5,12,19,26	Monday
G	5,12,19,26	2,9,16,23	1,8,15,22,29	5,12,19,26	3,10,17,24,31	7,4,21,28	5,12,19,26	2,9,16,23,30	6,13,20,27	4,11,18,25	1,8,15,22,29	6,13,20,27	Tuesday
H	5,12,19,26	2,9,16,23	1,8,15,22,29	5,12,19,26	3,10,17,24,31	7,4,21,28	5,12,19,26	2,9,16,23,30	6,13,20,27	4,11,18,25	1,8,15,22,29	6,13,20,27	Tuesday
I	6,13,20,27	3,10,17,24	2,9,16,23,30	6,13,20,27	4,11,18,25	1,8,15,22,29	6,13,20,27	3,10,17,24,31	7,14,21,28	5,12,19,26	2,9,16,23,30	7,14,21,28	Wednesday
J	6,13,20,27	3,10,17,24	2,9,16,23,30	6,13,20,27	4,11,18,25	1,8,15,22,29	6,13,20,27	3,10,17,24,31	7,14,21,28	5,12,19,26	2,9,16,23,30	7,14,21,28	Wednesday
K	5,12,19,26	2,9,16,23	1,8,15,22,29	5,12,19,26	3,10,17,24,31	7,4,21,28	5,12,19,26	2,9,16,23,30	6,13,20,27	4,11,18,25	1,8,15,22,29	6,13,20,27	Tuesday
L	6,13,20,27	3,10,17,24	2,9,16,23,30	6,13,20,27	4,11,18,25	1,8,15,22,29	6,13,20,27	3,10,17,24,31	7,14,21,28	5,12,19,26	2,9,16,23,30	7,14,21,28	Wednesday
M	6,13,20,27	3,10,17,24	2,9,16,23,30	6,13,20,27	4,11,18,25	1,8,15,22,29	6,13,20,27	3,10,17,24,31	7,14,21,28	5,12,19,26	2,9,16,23,30	7,14,21,28	Wednesday
N	7,14,21,28	4,11,18,25	3,10,17,24,31	7,14,21,28	5,12,19,26,	2,9,16,23,30	7,14,21,28	4,11,18,25	1,8,15,22,29	6,13,20,27	3,10,17,25	1,8,15,22,29	Thursday
O	7,14,21,28	4,11,18,25	3,10,17,24,31	7,14,21,28	5,12,19,26,	2,9,16,23,30	7,14,21,28	4,11,18,25	1,8,15,22,29	6,13,20,27	3,10,17,25	1,8,15,22,29	Thursday
P	7,14,21,28	4,11,18,25	3,10,17,24,31	7,14,21,28	5,12,19,26,	2,9,16,23,30	7,14,21,28	4,11,18,25	1,8,15,22,29	6,13,20,27	3,10,17,25	1,8,15,22,29	Thursday
Q	01,8,15,22,29	5,12,19,26	4,11,18,25	1,8,15,22,29	6,13,20,27	3,10,17,24	1,8,15,22,29	5,12,19,26	2,9,16,23,30	7,14,21,28	4,11,18,25	2,9,16,23,30	Friday
R	01,8,15,22,29	5,12,19,26	4,11,18,25	1,8,15,22,29	6,13,20,27	3,10,17,24	1,8,15,22,29	5,12,19,26	2,9,16,23,30	7,14,21,28	4,11,18,25	2,9,16,23,30	Friday

Application for Low Income Senior Citizen Discount for Residential Solid Waste Collection

Waste Mgmt. Account No. _____

Name: _____

Address: _____

_____

(Applicant must be the resident of the dwelling, which must be located within the Palmdale City Limits)

Phone Number: _____

Annual Income Limits: Equal to or less than 80% of County Median

Family Size	Maximum Income Allowable (per CDBG Bulletin Effective March 2010)
1	$46,400
2	$53,000

By signing this application for a Low Income Senior Citizen Solid Waste Collection Discount, I certify that:

a. I am 62 years of age or older, and I live in a single-family residential unit.
b. I live alone or with one other person 62 years of age or older, and no one else.
c. That the income of this household is less than the Maximum Allowable Income for my Family Size, and
d. That I will provide such information as is requested by the City of Palmdale to verify the above information.

Applicant's Signature: _____ Date: _____

For City Use Only

Approved by: _____ Date: _____

Please mail or return the completed application to:

City of Palmdale
Department of Public Works
38250 Sierra Highway
Palmdale, CA 93550
ATTN: Senior Citizen Discount Program

ATTACHMENT 3
RATE PROPOSAL FORMS

Table of Contents

Page	Contents
3-A	Summary of Estimated First-Year Rate Revenue
3-B	Proposed First Year Rates - Residential Cart Service
3-C	Proposed Estimated First-Year Bin and Commercial Cart Rate Revenue - Proposed Rates
3-D	Proposed Estimated First-Year Bin and Commercial Cart Rate Revenue - Total Rate Revenue
3-E	Proposed Estimated First-Year Roll-Off Box and Temporary Bin Rate Revenue

SUMMARY OF ESTIMATED FIRST-YEAR RATE REVENUE

Proposing Company:

Instructions: Enter proposer's name in the above bolded box. Confirm that rate revenue is accurately reflected, based upon proposer's proposed rates and estimated residential cart distribution.

Row	Service Category	Proposed First Year Annual Rate Revenue[1]	Reference
1	**Residential Cart Service Revenue**	$ -	Attachment 3-B, Row 22
2	**Bin and Commercial Cart Revenue**	$ -	Attachment 3-D, Row 41
3	**Roll-off Box and Temporary Bin Rate Revenue**	$ -	Attachment 3-E, Row 19
4	**Total Estimated First-Year Annual Rate Revenue**	$ -	
5	**Estimated Total First-Year Revenue Requirement**	$ -	Attachment 4-A, Row 17
6	**Difference Between Revenue Requirement and Rate Revenue (2)**	$ -	

(1) Inclusive of all City fees.

(2) Proposer shall explain any difference between its proposed first-year rate revenues and its estimated first-year revenue requirement.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

PROPOSED FIRST-YEAR RATES - RESIDENTIAL CART SERVICE

Proposing Company: -

Instructions: On row 1, enter the proposed percentage increase or decrease to the current commercial rates shown in the table below. A proposed percentage increase should be entered as a positive value and a percentage decrease should be entered as a negative value, up to one decimal (for example, a proposed percentage decrease could be -1.4%). All proposed rates on this page (Attachment 3-B) should calculate automatically based on the proposed rate percentage change.

1	**Proposed percentage increase or decrease to current rate schedule**	

Row	Service Category	A Current Monthly Rate	B Proposed Monthly Rate	C Count	D Monthly Revenue	E Annual Revenue
2	Standard Residential w/ sweep (1)	$ 23.10	-	33,075 units	-	-
3	Standard Residential w/o sweep (1)	$ 22.28	-	2,381 units	-	-
4	Senior w/ sweep (2)	$ 18.49	-	2,040 units	-	-
5	Senior w/o sweep (2)	$ 17.83	-	104 units	-	-
6	Mobile Home (per sp.)	$ 18.67	-	-	-	-
7	Mobile Home w/ GW (per sp.)	$ 21.07	-	-	-	-
8	Mobile Home 96-gal w/ GW (per sp.)	$ 22.28	-	-	-	-
9	Duplex w/ sweep	$ 31.06	-	-	-	-
10	Duplex w/o sweep	$ 29.95	-	-	-	-
11	Triplex w/ sweep	$ 37.33	-	-	-	-
12	Triplex w/o sweep	$ 35.99	-	-	-	-
13	Fourplex w/ sweep	$ 57.30	-	-	-	-
14	Fourplex w/o sweep	$ 55.26	-	-	-	-
15	Apartment 5+ (per unit) w/ sweep	$ 12.22	-	-	-	-
16	Apartment 5+ (per unit) w/o sweep	$ 11.78	-	-	-	-
17	Total Dwelling Units			37,600 units		
18	Additional 96-gal Refuse Cart (in excess of 1 cart per customer)	$ 12.13	-	1,115 carts	-	-
19	Additional Recycling Cart		no charge			
20	Additional Green Waste Cart		no charge			
21	Walk Out Service for Disabled		no charge (3)			
22	**Total Residential Rate Revenue**					**$ -**

(1) Standard service rates include one 96-gallon refuse cart, one 96-gallon recyclables cart, and one 96-gallon green waste cart.

(2) Senior rates includes same service as standard residential service with 20% rate discount.

(3) Walk-out service (backyard collection) for disabled provided at no additional charge. Standard, low-income senior, and/or additional cart rates still apply.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

PROPOSED ESTIMATED FIRST-YEAR BIN AND COMMERCIAL CART RATE REVENUE - PROPOSED RATES

Proposing Company: _____ -

Instructions: On row 1, enter the proposed percentage increase or decrease to the current commercial rates shown in the table below except for the locking lid rate which is preset. A proposed percentage increase should be entered as a positive value and a percentage decrease should be entered as a negative value, up to one decimal (for example, a proposed percentage decrease could be -1.4%). All proposed rates on this page (Attachment 3-C) should calculate automatically based on the proposed rate percentage change.

1	**Proposed percentage increase or decrease to current rate schedule**	

Current Monthly Rates

Row	Container Type/Size	Number of Collections per Week					
		1	2	3	4	5	6
2	Refuse Commercial Cart - 96-gallon	$ 31.13	N/A	N/A	N/A	N/A	N/A
3	Refuse - 1 Cubic Yard	$ 62.13	$ 112.46	$ 150.86	$ 189.32	N/A	N/A
4	Refuse - 1.5 Cubic Yard	$ 76.71	$ 137.01	$ 189.73	$ 220.72	$ 355.57	$ 414.13
5	Refuse - 2 Cubic Yard	$ 88.69	$ 157.66	$ 202.92	$ 271.82	$ 381.17	$ 443.32
6	Refuse - 3 Cubic Yard	$ 127.16	$ 214.80	$ 308.35	$ 386.14	$ 414.54	$ 456.78
7	Refuse - 4 Cubic Yard	$ 147.80	$ 277.82	$ 396.00	$ 500.35	$ 569.18	$ 610.35
8	Refuse - 6 Cubic Yard	$ 200.95	$ 340.70	$ 448.89	$ 598.48	$ 669.11	$ 755.55
9	Refuse - 3 Cubic Yard Compactor	$ 254.32	$ 429.60	$ 616.70	$ 772.28	$ 829.08	$ 913.56
10	Refuse - 4 Cubic Yard Compactor	$ 295.60	$ 555.64	$ 792.00	$ 1,000.70	$ 1,138.36	$ 1,220.70
11	Refuse - 6 Cubic Yard Compactor	$ 401.90	$ 681.40	$ 897.78	$ 1,196.96	$ 1,338.22	$ 1,511.10
12	Recycling - 96 Gallon	$ -	$ -	$ -	$ -	$ -	$ -
13	Recycling - 1 Cubic Yard	$ -	$ -	$ -	$ -	$ -	$ -
14	Recycling - 1.5 Cubic Yard	$ -	$ -	$ -	$ -	$ -	$ -
15	Recycling - 2 Cubic Yard	$ -	$ -	$ -	$ -	$ -	$ -
16	Recycling - 3 Cubic Yard	$ -	$ -	$ -	$ -	$ -	$ -
17	Recycling - 4 Cubic Yard	$ -	$ -	$ -	$ -	$ -	$ -
18	Recycling - 6 Cubic Yard	$ -	$ -	$ -	$ -	$ -	$ -
19	Organics - Cart Service	$ 31.13	$ 62.26	$ 93.39	N/A	N/A	N/A
20	Locking Lid	$ 29.96	$ 29.96	$ 29.96	$ 29.96	$ 29.96	$ 29.96

Proposed Monthly Rates (1)

Row	Container Type/Size	Number of Collections per Week					
		1	2	3	4	5	6
21	Refuse Commercial Cart - 96-gallon	-	N/A	N/A	N/A	N/A	N/A
22	Refuse - 1 Cubic Yard	-	-	-	-	N/A	N/A
23	Refuse - 1.5 Cubic Yard	-	-	-	-	-	-
24	Refuse - 2 Cubic Yard	-	-	-	-	-	-
25	Refuse - 3 Cubic Yard	-	-	-	-	-	-
26	Refuse - 4 Cubic Yard	-	-	-	-	-	-
27	Refuse - 6 Cubic Yard	-	-	-	-	-	-
28	Refuse - 3 Cubic Yard Compactor	-	-	-	-	-	-
29	Refuse - 4 Cubic Yard Compactor	-	-	-	-	-	-
30	Refuse - 6 Cubic Yard Compactor	-	-	-	-	-	-
31	Recycling - 96 Gallon	-	N/A	N/A	N/A	N/A	N/A
32	Recycling - 1 Cubic Yard (2)	-	-	-	-	N/A	N/A
33	Recycling - 1.5 Cubic Yard (2)	-	-	-	-	-	-
34	Recycling - 2 Cubic Yard (2)	-	-	-	-	-	-
35	Recycling - 3 Cubic Yard (2)	-	-	-	-	-	-
36	Recycling - 4 Cubic Yard (2)	-	-	-	-	-	-
37	Recycling - 6 Cubic Yard (2)	-	-	-	-	-	-
38	Organics - Cart Service	-	-	-	N/A	N/A	N/A
39	Locking Lid (3)	$ 5.00	$ 10.00	$ 15.00	$ 20.00	$ 25.00	$ 30.00

(1) Proposed rates shall include all City fees.

(2) Recycling container rates are set at 33% of refuse container rate for the same size and collection frequency.

(3) The method of charging locking lids is revised under new agreement.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

PROPOSED ESTIMATED FIRST-YEAR BIN AND COMMERCIAL CART RATE REVENUE - TOTAL RATE REVENUE

Proposing Company: _____ -

Instructions: Rate revenue should calculate automatically. Confirm accuracy of calculations.

Container/Service Count (1)

Row	Container Type/Size	Number of Collections per Week						Total
		1	2	3	4	5	6	
1	Refuse Commercial Cart - 96-gallon	28						28
2	Refuse - 1 Cubic Yard	27						27
3	Refuse - 1.5 Cubic Yard	139	3		1	1		144
4	Refuse - 2 Cubic Yard	75	16	13		1	2	107
5	Refuse - 3 Cubic Yard	291	263	147	80	69	69	919
6	Refuse - 4 Cubic Yard	56	75	72	27	17	41	288
7	Refuse - 6 Cubic Yard	17	11	10	5		5	48
8	Refuse - 3 Cubic Yard Compactor							-
9	Refuse - 4 Cubic Yard Compactor	1						1
10	Refuse - 6 Cubic Yard Compactor							-
11	Recycling - 96 Gallon	10						10
12	Recycling - 1 Cubic Yard	8						8
13	Recycling - 1.5 Cubic Yard	25	4	1				30
14	Recycling - 2 Cubic Yard	12	2	3				17
15	Recycling - 3 Cubic Yard	141	50	45		5	1	242
16	Recycling - 4 Cubic Yard	13	14	25	1	2	1	56
17	Recycling - 6 Cubic Yard	7	2	5		1	2	17
18	Organics - Cart Service	1	1	63				65
19	Locking Lid	306						306

Proposed Monthly Rate Revenue

Row	Container Type/Size	Number of Collections per Week						Total
		1	2	3	4	5	6	
20	Refuse Commercial Cart - 96-gallon	-	N/A	N/A	N/A	N/A	N/A	$ -
21	Refuse - 1 Cubic Yard	-	-	-	-	N/A	N/A	$ -
22	Refuse - 1.5 Cubic Yard	-	-	-	-	-	-	$ -
23	Refuse - 2 Cubic Yard	-	-	-	-	-	-	$ -
24	Refuse - 3 Cubic Yard	-	-	-	-	-	-	$ -
25	Refuse - 4 Cubic Yard	-	-	-	-	-	-	$ -
26	Refuse - 6 Cubic Yard	-	-	-	-	-	-	$ -
27	Refuse - 3 Cubic Yard Compactor	-	-	-	-	-	-	$ -
28	Refuse - 4 Cubic Yard Compactor	-	-	-	-	-	-	$ -
29	Refuse - 6 Cubic Yard Compactor	-	-	-	-	-	-	$ -
30	Recycling - 96 Gallon	-	N/A	N/A	N/A	N/A	N/A	$ -
31	Recycling - 1 Cubic Yard	-	-	-	-	N/A	N/A	$ -
32	Recycling - 1.5 Cubic Yard	-	-	-	-	-	-	$ -
33	Recycling - 2 Cubic Yard	-	-	-	-	-	-	$ -
34	Recycling - 3 Cubic Yard	-	-	-	-	-	-	$ -
35	Recycling - 4 Cubic Yard	-	-	-	-	-	-	$ -
36	Recycling - 6 Cubic Yard	-	-	-	-	-	-	$ -
37	Organics - Cart Service	-	-	-	N/A	N/A	N/A	$ -
38	Locking Lid	-	$ -	$ -	$ -	$ -	$ -	$ -
39	**Total Projected Monthly Rate Revenue**							$ -
40	**Months**							$ 12
41	**Projected Annual Revenue**							**$ -**

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

PROPOSED ESTIMATED FIRST-YEAR ROLL-OFF BOX AND TEMPORARY BIN RATE REVENUE

Proposing Company: -

Instructions: Enter proposed rates in bolded boxes. Confirm accuracy of calculations.

Row	Container/Service Type	Handling Fee per pick-up (1)	Annual Count (1)	Annual Proposed First Year Rate Revenue
1	**Roll-Off Box Pulls**			
2	Rolloff - 10 Cubic Yard	per pull	172 pulls	$ -
3	Rolloff - 20 Cubic Yard	per pull	127 pulls	$ -
4	Rolloff - 30 Cubic Yard	per pull	815 pulls	$ -
5	Rolloff - 40 Cubic Yard	per pull	661 pulls	$ -
6	Rolloff - 10 Cubic Yard Compactor	per pull	- pulls	$ -
7	Rolloff - 20 Cubic Yard Compactor	per pull	124 pulls	$ -
8	Rolloff - 30 Cubic Yard Compactor	per pull	357 pulls	$ -
9	Rolloff - 40 Cubic Yard Compactor	per pull	129 pulls	$ -
10	Total Roll-Off Service		2,385 pulls	$ -
11	**Roll-Off Box Disposal/Processing Fee Per Ton (2)**			
12	Trash	$ 54.35 per ton	10,859 tons	$ 590,187
13	Wood	$ 38.14 per ton	36 tons	$ 1,373
14	Asphalt	$ 11.36 per ton	582 tons	$ 6,612
15	Total Roll-Off Disposal/Processing Costs			$ 598,172
16	**Total Roll-Off (Service plus Disposal/Processing Costs)**			**$ 598,172**
17	**Temporary Bin 3 Cubic Yard**			
18	Flat rate includes disposal (3)	per dump	215 dumps	**$ -**
19	**Annual Rate Revenue**			**$ -**

(1) Includes City fees.

(2) Standard roll-off boxes are charged per ton of material. Roll-off costs per ton are included in Exhibit A of draft agreement.

(3) Includes cost of delivery, dump, and rental fees for 7 days. After 7 days, additional daily rental fee of $11.76 applies as per Exhibit A of draft agreement.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

ATTACHMENT 4
SUPPORTING COST AND OPERATING DATA WORKSHEETS

Table of Contents

Page	Contents
4-A	Projected Revenue Requirement for First Twelve Months of Franchise Agreement
4-B	Projected Routes and Route Hours
4-C	Tonnage Diversion Plan
4-D	Proposed Franchise Fee Percentage
4-E	Environmental Data - Route Vehicle Destination

PROJECTED REVENUE REQUIREMENT FOR THE FIRST TWELVE MONTHS OF FRANCHISE AGREEMENT

Proposing Company: -

Instructions: Fill in boxes outlined in bold.

Row		Residential Cart Service			Bin Service		Commercial Organics Collection	Roll-Off Service	Bulky Item Pickup, Holiday Trees, City wide Cleanups, Special Events, Other	TOTAL ANNUAL REVENUE RQMT
		Refuse	Recyclables	Green Waste/ Organics	Refuse	Recyclables				
1	Operations									
2	Truck Operating Costs (a)									$ -
3	Transfer Station, Transport, MRF costs									$ -
4	Transformation Costs (if applicable)									$ -
5	Organics Processing/Composting Costs									$ -
6	Landfill Disposal Costs (b)									$ -
7	Container Depreciation/Amortization Costs									$ -
8	Less Recyclable Material Sales Revenues (c)									$ -
9	**Subtotal: Operations Costs**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	General, Administrative and Profit									
11	Annualized Auditing Fee (d)									$ 32,429
12	AB 939 Support Fee									$ 90,000
13	Street Sweeping Support Fee									$ 25,000
14	Amortized Administrative Fee (e)									$ 35,714
15	Franchise Fee (f)									$ 2,500,000
16	Other									
17	**TOTAL REVENUE REQUIREMENT**									$ -
18	**Tons Collected**									-
19	**Operations Cost Per Ton Collected**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
20	**Revenue Requirement per Ton Collected**									$ -

(a) Includes Driver/Helper/Supervisor Wages and Benefits, Vehicle Depreciation and Maintenance, Vehicle Insurance, Fuel, Uniforms and Other Route Costs.

(b) Includes actual disposal costs at landfill, excluding transfer, transport and MRF costs to be included on Row 3.

(c) Net revenue should be entered as a negative value.

(d) $89,000 second year, $69,000 every two years thereafter. Based on 3 audits ($227,000/7 years=$32,429).

(e) $250,000 amortized over the 7-year base term of the agreement.

(f) Target franchise fee of $2,500,000 per year.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

PROJECTED ROUTES AND ROUTE HOURS

Proposing Company: _____ -

Instructions: Fill in boxes outlined in bold.

Row	Route Type	Routes Per Day						Total Route Days/Week	Hours per Route Per Day (1)	Total Route Hours Per Week (2)	Crew Size Per Truck (3)
		Mon	Tues	Wed	Thurs	Fri	Sat				
1	Residential Refuse							-		-	
2	Residential Recycling							-		-	
3	Residential Organics							-		-	
4	Bin Refuse							-		-	
5	Bin Recyclables							-		-	
6	Commercial Organics							-		-	
7	Roll-Off							-		-	
8	Bulky Item							-		-	
9	Scout							-		-	
10	Other: _____							-		-	
11	Other: _____							-		-	
12	Total	-	-	-	-	-	-	-		-	

(1) For example, 8, 9 or 10 hours per day.

(2) Total Route Days/Week multiplied by Hours Per Route per Day.

(3) 1 or 2 persons.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

TONNAGE DIVERSION PLAN

Proposing Company: _____ -

Instructions: Fill in boxes outlined in bold. Confirm automatic calculations. Proposers must demonstrate how they will reach their proposed diversion rate for hauler-collected waste.

Row	Waste Stream	Annual Tons Collected (from Att. 4-A, row 18)	Annual Tons Diverted								Tons Diverted as % of Tons Collected
			Commingled Recycling	Residential Greenwaste/ Organics	C&D	Transformation (2)	Mixed Waste Processing	Commercial Organics	Other (1)	Total Diverted	
1	Residential Cart Refuse	-								-	-
2	Residential Cart Recyclables	-								-	-
3	Residential Cart Greenwaste	-								-	-
4	Bin Refuse	-								-	-
5	Bin Recyclables	-								-	-
6	Commercial Organics	-								-	-
7	Roll-Off Service	-								-	-
8	Holiday Trees / Bulky Items / Citywide Cleanups / Special Events / Other	-								-	-
9	Total	-	-	-	-	-	-	-	-	-	-

(1) Describe "Other" programs below:

(2) Note that diversion credit for transformation may not be available long term, and that no rate increase or adjustment to the guaranteed diversion rate will be permitted for this change. If transformation is proposed to met the guaranteed diversion level, indicate how this diversion level will be met if/when this credit is no longer available:

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

PROPOSED FRANCHISE FEE PERCENTAGE

Proposing Company: _____ -

Instructions: Confirm automatic calculations of proposed franchise fee.

Row	Waste Stream	Amount
1	Target Annual Franchise Fee Revenue	$ 2,500,000
2	Estimated Total First-Year Revenue Requirement (From Attachment 4-A, Row 17)	$ -
3	**Proposed Franchise Fee Percentage**	**-**

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

ENVIRONMENTAL DATA - VEHICLE DESTINATION

Proposing Company: _____ -

Instructions: Fill in boxes outlined in bold. In Table 1, include estmated tons per year, estimated tons per load, names/addresses of all facilities used, and one-way miles per trip from City Hall. Total tons per year on Row 11 should match total tons collected in Attachment 4-A, row 18. If tons are sent to a MRF or transfer station, fill in the information in Table 2. Confirm automatic calculations.

Table 1: Tons Delivered by Route Vehicles

Row	Waste Stream	Estimated Tons per Year	Estimated Tons per Load	Number of Loads per Year	Facility Name and Address	One-Way Miles per Trip from City Hall (1)	Total One-Way Miles per Year
1	Residential Cart Refuse			-			-
2	Residential Cart Recyclables			-			-
3	Residential Cart Organics			-			-
4	Bin Refuse			-			-
5	Bin Recyclables			-			-
6	Commercial Organics			-			-
7	Roll-Off Refuse			-			-
8	Roll-Off Recycling			-			-
9	Roll-Off Organics			-			-
10	Other:_____			-			-
11	Total	- (2)		-			-

Table 2: Tons Delivered from Transfer Stations/MRFs

Row	Waste Stream	FROM: (Facility Name and Address of Transfer Station/MRF)	TO: (End-Use Facility Name and Address)	Estimated Tons per Year	Estimated Tons per Load	Number of Loads per Year	One-Way Miles per Trip	Total One-Way Miles per Year
12	Solid Waste for Landfill Disposal					-		-
13	Solid Waste for WTE/Transformation					-		-
14	Foodwaste/ Mixed Organics					-		-
15	Greenwaste					-		-
16	Unprocessed Recyclables Transferred to a MRF (3)					-		-
17	Other:_____					-		-
18	Other:_____					-		-
19	Total			-		-		-

(1) One-way miles from Palmdale City Hall, 38300 Sierra Hwy, Palmdale, CA 93550 to end-use facilities.
(2) Total estimated tons per year on row 11 should equal total tons collected in Att. 4-A, row 18.
(3) Only include unprocessed recyclables transferred to a MRF. If recyclables are processed and shipped to commodities brokers from transfer station/MRF, then the transfer station/MRF is considered the end-use facility and this row does not need to be completed.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

ATTACHMENT 5

DRAFT AGREEMENT FOR SOLID WASTE COLLECTION AND RECYCLING SERVICES

DRAFT

AGREEMENT

BETWEEN

CITY OF PALMDALE

AND

_____

FOR

INTEGRATED SOLID WASTE MANAGEMENT SERVICES

* * *

June 6, 2016

AGREEMENT
BETWEEN
CITY OF PALMDALE
AND

_____

FOR
INTEGRATED SOLID WASTE MANAGEMENT SERVICES

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AGREEMENT

This Agreement for Integrated Solid Waste Management Services (hereinafter the "Agreement") is entered into this ___ day of _____, 2017, by and between the City of Palmdale, California, ("City") and _____ ("Company"), for the Collection, transportation, Recycling, processing, and Disposal of Solid Waste and other services related to meeting the goals and requirements of the California Integrated Waste Management Act.

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939") (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste handling within their jurisdictions; and,

WHEREAS, the Legislature of the State of California, by enactment of Assembly Bill 341 (California Public Resources Code Section 41780 et seq.), has declared that it is the policy goal of the state that not less than 75 percent of solid waste generated be source reduced, recycled, or composted by the year 2020, and annually thereafter; and,

WHEREAS, the City of Palmdale's estimated diversion rate was 76% in 2014; and,

WHEREAS, pursuant to California Public Resources Code Section 40000 et. seq., including section 49300 inclusive, the City has determined that the public health, safety, and well-being require that an exclusive Franchise be awarded to a qualified company for the Collection, transfer and transportation, Recycling, processing, and Disposal of Solid Waste and other services related to meeting the Diversion goals required by AB 939, and other requirements of the California Integrated Waste Management Act; and,

WHEREAS, City has determined through prior Solid Waste Collection and disposal agreements that an integral component of protecting the public health, safety and well-being of its citizens through exclusive Solid Waste Collection requires that street sweeping be coordinated with and integrated into the overall collection activities; and

WHEREAS, City declares its intention of maintaining reasonable rates and quality service related to the Collection, transfer and transportation, Recycling, processing, and Disposal of Solid Waste and other services; and,

WHEREAS, in response to a Request for Proposals, Company has submitted a proposal to City and City selected the Company on the competitive advantages of that proposal over other proposals received by City; and,

WHEREAS, City and Company ("Parties") hereto desire to enter said Agreement; and,

WHEREAS, City and Company are mindful of the provisions of the laws governing the safe Collection, transfer, transport, Recycling, processing and Disposal of Solid Waste, including AB 939, the Resource Conservation and Recovery Act ("RCRA"), and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"). City and Company desire to leave no doubts as to their respective roles and to memorialize that by entering into this Agreement, City is not thereby becoming an "arranger" or a "generator" as those terms are used in CERCLA, and that it is Company, not City, who is "arranging for" the Collection from Premises in the City, transport for Disposal, composting or other processing, and Recycling of municipal Solid Waste which may contain Hazardous Substances; and further to confirm that as a material inducement to City entering into this Agreement, Company has agreed to fully indemnify City in connection with any claims, losses, liabilities, lawsuits or actions relating to the inadvertent or intentional Collection, transportation and/or Disposal of hazardous materials that may occur in connection with Company's performance under this Agreement; and,

WHEREAS, Company has agreed, as part of this Agreement, acting as an independent Company to provide such personnel, equipment and supplies as are necessary to ensure City complies with the requirements of Public Resources Code Section 40000, et seq.,

NOW, THEREFORE, in consideration of the premises above stated and the terms, conditions, covenants and agreements contained herein, the Parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

1.1 AB 939

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

1.2 Affiliate

"Affiliate" means all businesses (including corporations, limited and general partnerships and sole proprietorships) which are directly or indirectly related to Company by virtue of direct or indirect ownership interest or common management shall be deemed to be "Affiliated with" Company and included within the term "Affiliates" as used herein. An Affiliate shall include a business in which Company owns a direct or indirect ownership interest, a business which has a direct or indirect ownership interest in Company and/or a business which is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in Company. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, that (i) "ten percent (10%)" shall be substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever is greater.

1.3 Agreement

"Agreement" means this Franchise Agreement between the City and Company for the Collection, transportation, Recycling, processing and Disposal of Solid Waste, and for all other services related to meeting the goals and objectives of AB 939, including all exhibits and attachments, and any amendments.

1.4 Billings

"Billings" or “Billing” or “Bill” means the statements of charges provided to Customers for services rendered by Company.

1.5 Bin

“Bin” means a Container with hinged lids and wheels with a capacity of fewer than ten (10) cubic yards.

1.6 Bin Service

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

1.7 Bulky Items

“Bulky Items” means Solid Waste that cannot and/or would not typically be accommodated within a Cart including specifically: furniture (including chairs, sofas, mattresses, and rugs); appliances (including refrigerators, ranges, stoves, garage door openers, washers, dryers, water heaters, dishwashers, plumbing, small household appliances, and other similar items, commonly known as “white goods”); Green Waste bundles; yard debris and small pieces of wood limited to one cubic yard of contained material; Electronic Waste; fluorescent bulbs; household batteries; and clothing. Bulky Items do not include car bodies, spas, pianos, camper shells, cast iron bathtubs, Construction and Demolition Debris or items requiring more than two (2) Persons to remove. Other items not specifically included or excluded above will be Collected provided that they are not more than eight (8) feet in length, four (4) feet in width, or more than three hundred (300) pounds. In the event a question ever arises as to whether a specific item or category of items meets the definition of Bulky Items, City shall be responsible to determine whether said definition shall apply, which determination shall be final and binding on the Parties.

1.8 CalRecycle

“CalRecycle” means the State of California’s Department of Resources Recycling and Recovery, and, as this department was structured prior to January 1, 2010, the California Integrated Waste Management Board, or CIWMB.

1.9 Cart

“Cart” means a plastic Container with a hinged lid and wheels serviced by an automated or semi-automated truck with a capacity between 30- and 101-gallons.

1.10 City

"City" means City of Palmdale, California, a municipal corporation, and all the territory lying within the municipal boundaries of City as presently existing or as such boundaries may be modified during the term of this Agreement.

1.11 City Manager

“City Manager” means the City Manager of the City of Palmdale and his or her designee.

1.12 Collect/Collection

"Collect" or "Collection" means to take physical possession, transport, and remove Solid Waste within and from City.

1.13 Commercial/Commercial Account

"Commercial" refers to services performed at or for Commercial Premises. “Commercial Account” means an account for Solid Waste Collection services provided to any Commercial or Industrial Premises.

1.14 Commercial and Industrial Premises

"Commercial and Industrial Premises" means Premises located within the boundaries of the City, occupied or used for any purpose other than Residential uses. It includes Premises upon which business activity is conducted, including but not limited to retail sales, services, wholesale operations, manufacturing and Industrial operations, but excluding Residential Premises upon which business activities are conducted when such activities are permitted under applicable zoning regulations and are not the primary use of the property.

Notwithstanding any provision to the contrary herein in the Palmdale Municipal Code or otherwise, for purposes of this Agreement, Premises upon which the following uses are occurring shall be deemed to be Commercial Premises: Assisted Living Facilities, Convalescent Homes, Dormitories, Extended Stay Motels, Group Residential Facilities, Group Care Facilities, Hotels, Hostels, and Motels.

1.15 Company

"Company" means _____, a corporation organized and operating under the laws of the State of _____ and its officers, directors, employees, agents, companies and subcontractors, as permitted under Section 12.6.

1.16 Company's Proposal

"Company's Proposal" means the proposal submitted by Company to City on _____, 2016 in response to a Request for Proposals dated _____, 2016. While there are provisions contained in Company's Proposal, this Agreement supersedes Company's Proposal and is the final written expression of the Parties' Agreement. Company represents and warrants that all representations set forth in such proposal are true and correct.

1.17 Company Compensation

"Company Compensation" means the revenue received by the Company from Customers and the City in return for providing services in accordance with this Agreement.

1.18 Construction and Demolition Debris

"Construction and Demolition Debris" means Solid Waste generated at a Premises that is directly related to construction or demolition activities occurring thereon.

1.19 Container

"Container" means any and all types of Solid Waste receptacles, including Carts, Bins, Roll-off Boxes, and receptacles provided by Customers.

1.20 CPI

"CPI" means the Consumer Price Index (CUUR0000SEHG02) for All Urban Consumers, for Garbage and Trash Collection – U.S. city average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.

1.21 Customer

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

1.22 Dispose/Disposal

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

1.23 Disposal Site

“Disposal Site" means the Solid Waste Handling Facility or facilities to be used for the final Disposal of Solid Waste Collected by the Company.

1.24 Diversion

"Diversion" means any combination of waste prevention (source reduction), Recycling, reuse and composting activities that reduces waste Disposed at landfills, provided such activities are recognized by CalRecycle as Diversion in its determination of the City’s Diversion rate and compliance with AB 939. CalRecycle may limit Diversion considered to be achieved through Transformation/waste-to-energy, use of Green Waste as alternative daily cover (“ADC”) and other activities.

1.25 Electronic Waste

“Electronic Waste” means electronic equipment, including stereos, televisions, computers and monitors, mobile telephones, VCRs, microwaves and other similar items commonly known as “brown goods” and “e-waste”.

1.26 Environmental Laws

"Environmental Laws" means all federal and State statutes, county, local and City ordinances concerning public health, safety and the environment including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq.; the Resource Conservation and Recovery Act, 42 USC §6902 et seq.; the Federal Clean Water Act, 33 USC §1251 et seq.; the Toxic Substances Control Act, 15 USC §1601 et seq.; the Occupational Safety and Health Act, 29 USC §651 et seq.; the California Hazardous Waste Control Act, California Health and Safety Code §25100 et seq.; the California

Hazardous Substance Account Act, California Health and Safety Code §25300 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §13000 et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5 et seq.; and Palmdale Municipal Code; as currently in force or as hereafter amended, and all rules and regulations promulgated there under.

1.27 Facility

"Facility" means any plant or site, owned or leased and maintained, operated or used by Company for purposes of performing under this Agreement.

1.28 Food Waste

"Food Waste" consists of animal, fruit, or vegetable matter that result from the preparation, consumption, decay, dealing in or storage of meats, fish, fowls, fruits or vegetables, and food-soiled paper.

1.29 Franchise

"Franchise" means the exclusive right granted to Company by the City to provide Solid Waste Handling Services within the City.

1.30 Franchise Fee

"Franchise Fee" means the fee, which is more particularly described in Subsection 3.2.1, to be paid by Company to City as part of the consideration for the right granted to provide the exclusive Solid Waste Handling Services set forth in this Agreement.

1.31 Green Waste

"Green Waste" means tree trimmings, wood stumps, small pieces of clean wood, grass cuttings, dead plants, leaves, branches, flowers, plant stocks, and dead trees (not more than six (6) inches in diameter or forty-eight (48) inches in length) and similar materials.

1.32 Gross Receipts

“Gross Receipts” means any and all revenue received from Billings, and compensation in any form, received by Company or subsidiaries, parent companies or other Affiliates of Company, for the Collection and transportation of Solid Waste pursuant to this Agreement, in accordance with Generally Accepted Accounting Principles, including, but not limited to, Customer fees for

Collection of Solid Waste, without subtracting Disposal fees, City fees or other fees or any other cost of doing business. Sales revenue from the sale of Recyclable Materials is excluded from Gross Receipts for the purpose of calculating Franchise Fees.

1.33 Hazardous Substance

"Hazardous Substance" shall mean any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Waste", "toxic waste", "pollutants" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, 25316, 25501 and 25501.1; (vi) the Clean Air Act, 42 USC §7901 et seq.; and (vii) California Water Code §13050; (b) any amendments, rules or regulations promulgated there under to such enumerated statutes or acts currently existing or hereafter enacted; and (c) any other substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable federal, State or local Environmental Laws currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products and by-products.

1.34 Hazardous Waste

"Hazardous Waste" means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State of California in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.

1.35 Household Hazardous Waste ("HHW")

"Household Hazardous Waste" means Hazardous Waste generated at Residential Premises.

1.36 Materials Recovery Facility (“MRF”)

"Materials Recovery Facility" or “MRF” means a permitted Solid Waste Facility where Solid Wastes or Recyclable Materials are sorted or separated for the purposes of Recycling, processing or composting.

1.37 Multi-Family Dwelling

"Multi-Family Dwelling" means any building or lot containing two (2) or more dwelling units.

1.38 Organic Waste

"Organic Waste" means Green Waste and Food Waste. Organic Waste is to be considered as Solid Waste for purposes of the City’s grant of exclusivity in Section 2.1.

1.39 Person

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

1.40 Premises

"Premises" means any land or building in City where Solid Waste is generated or accumulated.

1.41 Rate Year

"Rate Year" means each twelve-month period from July 1 to June 30, for each year during the Term of this Agreement.

1.42 Recycle/Recycling

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

1.43 Recyclable Materials

"Recyclable Materials" means material that has been separated from the Customer's waste stream for the intended purpose of collection and processing to return it to the economy in the form of raw materials for new, reused, or reconstituted products by means of available markets and processes. As of the Effective Date, the list of acceptable Recyclable Materials consists of empty aluminum cans; empty glass jars and bottles; bi-metal, and tin cans; empty aerosol containers; empty polyethylene terephthalate plastic ("PET"); high density polyethylene plastic ("HDPE"); plastics types 3 – 7; plastic toys and tools, and other plastic materials (if readily identifiable as being recyclable by plastic type number, but excluding expanded polystyrene and plastic bags); metal foil; dry newspaper; dry mixed paper (e.g., ledger, computer paper, junk mail, magazines, paperback books, cereal boxes, envelopes, paper shopping bags and nonmetallic wrapping paper); dry corrugated cardboard; and telephone books. City and Company agree to meet and confer from time to time as needed to modify the list of acceptable Recyclable Material to address developments in processing technologies, emerging uses for types of materials, or changes in available markets.

1.44 Recycling Market Development Zone ("RMDZ")

"Recycling Market Development Zone" or "RMDZ" means the area designated by CalRecycle as an area eligible to receive loans, technical assistance, and free product marketing through the CalRecycle Program. The entire City is designated as an RMDZ zone as part of the Los Angeles County RMDZ.

1.45 Refuse

"Refuse" means putrescible and non-putrescible Solid Waste or debris, except sewage, whether combustible or non-combustible.

1.46 Residential/Residential Account

"Residential" refers to services performed at and for Residential Premises, which include both Single-Family Dwellings and Multi-Family Dwellings. "Residential Account" means an account for Solid Waste Collection and Recycling services provided to any Residential Premises.

1.47 Residential Premises

"Residential Premises" means Premises upon which dwelling units exist, including, without limitation, Single Family Dwellings, apartments, boarding or rooming houses, condominiums

and mobile homes. Notwithstanding any provision to the contrary herein, in the Palmdale Municipal Code, or otherwise, for purposes of this Agreement, Premises upon which the following uses are occurring shall not be deemed to be Residential Premises, and rather shall be deemed to be Commercial Premises: Assisted Living Facilities, Convalescent Homes, Dormitories, Extended Stay Motels, Group Residential Facilities, Group Care Facilities, Hotels, Motels, and any other businesses not specifically listed at which residency is transient in nature and hence should be classified as Commercial Premises as determined by City on a case by case bases.

1.48 Roll-off Box

“Roll-off Box” means Solid Waste Collection Containers with a capacity of 10 (ten) cubic yards or larger, including Roll-off compactor boxes.

1.49 Sharps Waste

"Sharps Waste" means and includes, but is not limited to, hypodermic needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications.

1.50 Single Family Dwelling

"Single Family Dwelling" means a dwelling unit in a building containing one (1) Residential dwelling unit, and for purposes of this Agreement includes buildings and lots with more than one dwelling unit where such dwelling units are determined by the City to be reasonably able to receive individualized curbside service. Any ambiguity as to whether a Customer’s Premises qualify as a Single-Family Dwelling or Multi-Family Dwelling shall be resolved by the City. Notwithstanding this definition, certain Single-Family Dwellings may receive Bin service in accordance with Section 4.2.4.

1.51 Solid Waste

"Solid Waste" means all discarded putrescible and non-putrescible solid, semisolid, and liquid wastes, including Refuse, Construction and Demolition Debris, Bulky Items, Recyclable Materials, manure, and Green Waste, or any combination thereof which are permitted to be Disposed of in a Class III landfill, and which are included in the definition of “Non-hazardous Solid Waste” set forth in the California Code of Regulations.

1.52 Solid Waste Handling Services

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

1.53 Source Separated

"Source Separated" means the segregation by the Waste Generator of individual components of Solid Waste that may be Recycled or reused, which otherwise would become Refuse or garbage (such as glass bottles, metal cans, newspapers, plastic containers, etc.) into separate Container(s) for each individual commodity for the purpose of facilitating the Recycling of such materials.

1.54 Special Waste

"Special Waste" means the Solid Waste that is a "designated waste" under applicable law, or that is required to be accompanied by a written manifest or shipping document describing the waste under applicable law, or that requires special handling at any processing Facility or Disposal Site. Special Waste includes Universal Waste.

1.55 State

"State" means the State of California.

1.56 Temporary Bin Service

"Temporary Bin Service" means Bin Service provided to a Premises on a temporary, as needed basis, and in such a manner that no Bin belonging to the Company, or any of its Affiliates, remains on the Premises for more than 30 days at a time, or for more than 60 days of any consecutive 90-day period in any calendar year.

1.57 Transformation

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

1.58 Transfer Station

"Transfer Station" means a Facility that receives Solid Waste from Collection vehicles and transfers the material to larger vehicles for transport to landfills and other destinations.

Transfer Stations may or may not include MRFs, transferring residual Refuse (Refuse left after the sorting of Recyclable Materials) to landfills and Recyclable Materials, including Green Waste and/or Construction and Demolition debris, to processors, brokers or end-users.

1.59 Universal Waste

“Universal Waste” means and includes batteries, pesticides, mercury-containing equipment, and light bulbs.

1.60 Waste Generator

"Waste Generator" means any Person as defined by the Public Resources Code, whose act or process produces Solid Waste as defined in the Public Resources Code, or whose act first causes Solid Waste to become subject to regulation.

ARTICLE 2
GRANT AND ACCEPTANCE OF FRANCHISE

2.1 Grant and Acceptance of Franchise, Indemnity of Award

2.1.1 General

Subject to the terms and conditions of this Agreement (including but not limited to the exclusions set forth in Section 2.9 hereof), provisions of Chapter 5.52 of the Municipal Code, and applicable State laws, and to the rights of State, county and school district facilities to use a Solid Waste enterprise other than Company, City hereby grants to Company and Company hereby accepts from City, for the Term hereof, the exclusive Franchise, right and privilege to provide Solid Waste Handling Services at all Residential and Commercial Premises within City (the "Franchise").

2.1.2 Exceptions

Company's exclusive rights are subject to the exceptions and exclusions specified below in Section 2.9, and in Part 4 of Chapter 5.52 of the Palmdale Municipal Code, consisting of Sections 5.52.160 through 5.52.200, inclusive.

2.2 Enforcement of Exclusivity

Company shall be responsible for enforcing the exclusivity of this Agreement. City shall have the right to enforce the exclusivity provisions hereof if, in its absolute and sole discretion, it chooses to do so, but shall have no obligation to do so for the benefit of Company or otherwise. City additionally shall have the right, but not the obligation, to request that Company enforce the exclusivity provisions hereof. Company shall have an affirmative obligation to enforce such exclusivity provisions when requested to do so by City. For example, Company may be asked to notify City of inappropriately placed Containers and to place warning tags on such Containers. If Company requests that City take administrative, law enforcement, or other legal action to protect Company's exclusive rights, or otherwise enforce the exclusivity of this Agreement (including the adoption of any resolution or ordinance intended to facilitate the enforcement of the exclusive rights granted herein), Company shall reimburse City for all administrative, law enforcement, or other legal costs and fees related to any such action. Company's obligation to reimburse City shall not apply to any criminal enforcement by City.

2.3 Effective Date and Performance Date

The "Effective Date" of this Agreement shall be the date which the City Council approves this Agreement. This Agreement is effective on _____, notwithstanding the later execution of this Agreement by both the City and Company. It is the intention of the parties that the Company will first execute this Agreement and then submit it to the City. The City Clerk will attest to the execution of all counterparts of this Agreement by a duly authorized officer of the City, and transmit one or more fully executed counterparts to the Company.

The "Performance Date" of this Agreement is July 1, 2018, upon which date the Company will commence to provide the Solid Waste management services that are authorized by this Agreement.

2.4 Term of Agreement

The term of this Agreement (the "Term") shall commence July 1, 2018 and expire on June 30, 2026, subject to extension as provided in Section 2.5, as applicable. Notwithstanding the foregoing, the unexcused failure or refusal of Collector to perform any material term, covenant, obligation or condition contained in this Agreement shall give rise to the right, in favor of City, for earlier termination of this Agreement for cause in accordance with the procedures elsewhere contained herein.

2.5 City's Option to Extend Term

[TERM BASED ON COMPANY'S PROPOSAL. CITY WILL CONSIDER LONGER TERM IF COMPANY PROPOSES FACILITY PARTNERSHIP ARRANGEMENT]

City shall have the sole option to extend the Term of this Agreement up to twenty-four months following the Agreement Term under Section 2.4. The City may, upon at least ninety-day (90-day) advance written notice to the Company prior to the expiration of the Term of this Agreement, exercise this extension option. If City provides this extension notice, the Agreement will automatically renew monthly, up to a maximum of twenty-four (24) months. This extension period shall terminate, upon the earlier of: (i) the expiration of the aforementioned twenty-four (24) months, or (ii) the date City instructs Company that the contact will end, provided written notice of termination is provided to Company by City at least ninety (90) days prior to this termination date.

2.6 Representations and Warranties of Company

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

A) Company is wholly owned by _____, which is duly organized and validly existing as a _____ under the laws of the State of _____.

B) Neither the execution of this Agreement nor the delivery by Company of services nor the performance by Company of its obligations hereunder: (1) conflicts with, violates or results in a breach of any applicable law; (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of Company) or instrument to which Company is a party or by which Company or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument; or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of Company.

C) There is no action, suit or other proceeding as of the date of this Agreement, at law or in equity, or to the best of Company's knowledge, any investigation, before or by any court or governmental authority, pending or threatened against Company or _____ [parent/guaranteeing Company] which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any such agreement or instrument entered into by Company or _____ [parent/guaranteeing Company] in connection with the transactions contemplated hereby, or which could materially and adversely affect the ability of Company to perform its obligations hereunder or which would have a material adverse effect on the financial condition of Company or _____ [parent/guaranteeing Company] . This provision may be waived by the City acting through its City Manager.

D) Company has no knowledge of any applicable law in effect as of the date of this Agreement that would prohibit the performance by Company of this Agreement and the transactions contemplated hereby.

E) Company has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding this Agreement and the work to be performed by it, and

is satisfied that those conditions and circumstances will not impair its ability to perform the work and provide the Collection services required by this Agreement.

F) The information supplied by Company in all submittals made in connection with negotiation and execution of this Agreement, including all materials in Exhibits of this Agreement, and all representations and warranties made by Company throughout this Agreement are true, accurate, correct and complete in all material respects on and as of the Effective Date of this Agreement. Inaccuracies in Company's Proposal, such as material omissions of past and pending litigation as requested under the Request for Proposals through which this Agreement was procured, are grounds for termination of this Agreement.

G) Company's representative, designated in Section 5.2.5, shall have authority in all daily operational matters related to this Agreement. City may rely upon action taken by such designated representative as action of Company unless the actions taken are not within the scope of this Agreement.

2.7 Conditions to Effectiveness of Agreement

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

A) Accuracy of Representations. All representations and warranties made by Company and set forth in this Agreement shall be accurate, true and correct on and as of the Effective Date.

B) Absence of Litigation. There shall be no litigation pending in any court challenging the award of this Franchise to Company or the execution of this Agreement or seeking to restrain or enjoin its performance. This provision may be waived by the City, acting through its City Manager.

C) Furnishing of Insurance and Performance Bond. Company shall have furnished evidence of the insurance and bonds required by Article 9, and shall comply with all ongoing requirements relating thereto.

D) Company shall have paid the Administrative Fee to City, as provided in Section 3.1.

2.8 Delegation of Authority

The administration of this Agreement by City shall be under the supervision and direction of City Manager's office and the actions specified in this Agreement, unless otherwise stated, shall be taken by the City Manager.

2.9 Limitations to Scope

2.9.1 General

Notwithstanding any provision to the contrary contained herein, the exclusive Franchise, right and privilege to provide Solid Waste Handling Services at Premises within City granted to Company by this Agreement specifically excludes the following services, which services may be provided by Persons other than Company and which may be the subject of other permits, licenses, Franchises or agreements issued or entered by City:

A) The sale or donation of Source Separated Recyclable Material by the Waste Generator to any Person or entity other than Company; provided, however, if the Generator is required to pay monetary or non-monetary consideration for the Collection, transportation, transfer, or processing of Recyclable Material, even if the Generator receives a reduction or discount in price (or in other terms of the consideration the Generator is required to pay), the transaction shall not be considered a sale or donation;

B) Solid Waste, including Recyclable Materials and Organics Waste, which is removed from any Premises by the Waste Generator, and which is transported personally by such Generator (or by his or her full-time employees) to a processing or Disposal Facility in a manner consistent with all applicable laws and regulations;

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

D) Green Waste removed from a Premises by a gardening, landscaping, or tree trimming Company, utilizing its own equipment, as an incidental part of a total service offered by that Company, rather than as a hauling service;

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

F) The Collection, transfer, transport, Recycling, processing, and Disposal of by-products of sewage treatment, including sludge, sludge ash, grit and screenings;

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

H) The Collection transfer, transport, Recycling, processing, and Disposal of Construction and Demolition Debris provided it is removed by a licensed construction or demolition Company or as part of a total service offered by said licensed Company or by the City, where the licensed Company utilizes its own equipment and staff;

I) The Collection from public litter Containers at bus stops;

J) The Collection, transfer, transport, Recycling, processing, and Disposal of Solid Waste generated from City-owned and/or operated Premises, public works projects, City-sponsored events or other City-related activities, by City through City officers or employees in the normal course of their City employment;

K) Universal Waste;

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

M) Services authorized by the City Manager to be provided by other contractors due to Company's inability to provide timely services as described in Section 4.3.4.

N) The Collection of dead animals.

2.9.2 Permit

The Company acknowledges that the City may permit other Persons besides the Company to Collect, transport, and Dispose of the types of Solid Waste listed in Section 2.9.1, including Recyclable Materials, without obtaining the Company's approval.

2.9.3 Grant to Company

The exclusive Franchise, right and privilege to provide Solid Waste Handling Services within City granted to Company by this Agreement shall be interpreted to be consistent with all applicable

State and federal laws, now in effect and adopted during the term of this Agreement, and the scope of this Agreement shall be limited by all applicable current and developing laws and regulations with regard to Solid Waste handling, control of Recyclable Materials, Solid Waste flow control, and related matters. In the event that future interpretations of current law, future enactments or developing legal trends limit the ability of City to lawfully grant Company the scope of services as specifically set forth herein, Company agrees that the scope of this Agreement will be limited to those services and materials which may be lawfully provided, and that City shall not be responsible for any lost profits claimed by Company as a result thereof. In that event, it is the responsibility of the Company to minimize the financial impact to the extent reasonably feasible.

2.10 City's Right to Direct Changes

2.10.1 General

A) City may direct Company to perform additional services (including new Recycling or other Diversion programs, additional Solid Waste processing, etc.) or modify the manner in which it performs existing services or Bills for services. Pilot programs and innovative services which may entail new Collection methods, and different kinds of services and/or new requirements for Waste Generators are included among the kinds of changes which City may direct. Company acknowledges that State law may increase the Diversion requirement or require new programs during the term of this Agreement and Company agrees to propose services to meet such new requirements. Company may charge a fee for these additional services directed by City that are beyond those standard services established on the Effective Date of this Agreement. Any fees imposed by Company for additional services and changes directed by City shall be negotiated between the parties for their mutual benefit.

Company shall be entitled to an adjustment in its Company Compensation for providing such additional or modified services, including a pre-tax profit factor equal to ten percent (10%) of the incremental cost of such additional or modified services. City may utilize cost components included in the Company's Proposal in calculating equitable rate adjustments. If City and Company cannot agree on compensation for new or additional services within ninety (90) days from the date City first requests a proposal from Company, then City may contract with other parties for such services, which shall be considered exempt from the exclusivity provisions of Section 2.1., or the City Council will

make the final determination of the rate adjustment, and its decision will be final and binding.

B) If the City's Diversion rate is less than the State-mandated Diversion rate and if additional Diversion programs are directed by CalRecycle though a compliance order or by other means, the Company must implement reasonable additional Diversion programs without rate adjustment. However, if CalRecycle or the State approves new legislation or rules after the Effective Date of this Agreement that requires an increase in the City's diversion rate, then Company shall be entitled to compensation for new programs requested under Section 2.10.1.A or 2.10.2.

2.10.2 New Diversion Programs

If requested by City under Section 2.10.1, Company shall present, within thirty (30) days of the City's request, a proposal to provide additional or expanded Diversion services. The proposal shall contain a complete description of the following:

- Collection methodology to be employed (equipment, manpower, etc.).
- Processing methods.
- Equipment to be utilized (number of vehicles, types, capacity, age, etc.).
- Labor requirements (number of employees by classification).
- Type(s) of Containers to be utilized.
- Type(s) of material to be Collected.
- Provision for program publicity/education/marketing.
- Identification of local market potential for diverted materials.
- Three-year projection of the financial results of the program's operations in an operating statement format, including documentation of the key assumptions underlying the projections, and the support for those assumptions.

2.11 Ownership of Solid Waste

City and Company understand and agree that it is Company, and not City, who will arrange to Collect Solid Waste, that City has not, and, by this Agreement does not, instruct Company on its Collection methods, nor supervise the Collection process; nor do the Parties intend to place title to Solid Waste Collected by Company in City. Rather, the Parties intend that whatever, if any, title in and to the Solid Waste that is Collected by Company which otherwise might exist in or with City in the absence of this Agreement is hereby transferred to Company; and further that if Company gains title to such Solid Waste it is by operation of law and agreement with its Customers and is not the result of this Agreement. City reserves the right to provide written direction to the Company specifying a Facility for handling, processing, and Disposal of Solid Waste, Recyclable Materials, or Yard Waste. Subject to the provisions of this Agreement, and unless City exercises its rights to direct the location for Disposal and processing of Solid Waste, Company shall have the right to retain, Recycle, process, Dispose of, and otherwise use Solid Waste Collected pursuant to the terms hereof in any lawful fashion or for any lawful purpose; and, further, shall have the right to retain any benefit resulting from its right to retain, Recycle, process, Dispose of, or reuse the Solid Waste which it Collects. Ownership of Solid Waste shall transfer to Company when Customer places it at point of Collection.

2.12 Company Status

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

2.13 Company Authorization

Company represents and warrants that it has the authority to enter into and perform its obligations under this Agreement. The Board of Directors or partners of Company (or the shareholders, if necessary) have taken all actions required by law, its articles of incorporation, and its bylaws or otherwise to authorize the execution of this Agreement. The Persons signing this Agreement on behalf of Company have authority to do so. Company shall authorize one employee for the City as a single point of contact for issues arising under this Agreement, and Company acknowledges and agrees that City may expect and assume that this employee's actions are taken on behalf of and with the full approval of the Company.

2.14 Permits and Licenses

Company shall acquire and maintain a City business license and all necessary permits and licenses for the Collecting, transporting, processing, and storing of Solid Waste including Recyclables, Disposing of Solid Waste, and the Recycling of Recyclables as required under this Agreement. Failure to maintain all required permits shall be deemed a material breach of contract for which City may terminate this Agreement as provided in Article 11. Company must follow requirements of the Palmdale Municipal Code.

2.15 Annexations

Company's rights and obligations as set forth in this Agreement will extend to any territory annexed to the City during its term, except to the extent that the application of those rights and obligations within such annexed territory would violate the provisions of Public Resources Code Section 49520 et seq., or any other law or regulation relating to the rights of other Solid Waste enterprises to continue providing services in annexed areas. In such event, this Agreement will become effective in that area at the earliest date permitted by law. Upon annexation, if Company is permitted to provide Solid Waste Handling Services to Customers in the annexed areas pursuant to preexisting rights granted by another jurisdiction, Company will provide all such Customers in the annexed area with the same services, and at the same rates, as are available to Customers at Residential and Commercial Premises within the City's pre-annexation boundaries in accordance with the terms of this Agreement.

ARTICLE 3
FEES PAID TO THE CITY

In addition to any other consideration set forth herein, as part of its consideration for entering into this Agreement, and for the exclusive Franchise, right and privilege to provide Solid Waste Handling Services as specified herein, Company shall provide the following:

3.1 Administrative Fee

Company shall pay to City an "Administrative Fee" in a one-time lump sum payment of Two Hundred Fifty Thousand Dollars ($250,000) within seven (7) days of execution of this Agreement to reimburse the City for legal fees and out-of-pocket costs incurred in connection with drafting and processing this Agreement.

3.2 Franchise Fees

3.2.1 Franchise Fee Amount

In consideration of the Franchise granted pursuant to this Agreement and the value of its exclusivity, the Company agrees that it is appropriate that it compensate City for that privilege and its commercial value. The Company agrees that it shall pay to the City a "Franchise Fee," equal to __% of the Gross Receipts derived by Company from the Collection services provided in the City pursuant to the terms of this Agreement. The Company further agrees that the amount herein was bargained for and commensurate with the fair value received through this Agreement and the substantial use of City streets.

[FRANCHISE FEE PERCENTAGE TO BE BASED UPON COMPANY'S PROPOSAL]

3.2.2 Timing of Franchise Fee Payments

A) On or before the fifteenth (15th) day following the end of each calendar month during the Term of this Agreement, Company shall remit the Franchise Fee based upon services provided to City the previous calendar month. If the fees are not paid on or before the fifteenth (15th) day (due date), Company shall, along with fee payment, pay the late payment penalty of 2% on any balance not paid by the due date. Company shall prepare and submit a fee payment statement with each fee payment that includes receipts by sector, by month, and supporting fee calculations for each fee.

B) Franchise Fee payments are based upon the prior quarter's Gross Receipts, and some Customers may pay late; therefore, payments will continue to be due following termination of Company's provision of service under this Agreement for as long as Company receives any Gross Receipts derived from providing service under this Agreement.

3.3 AB 939 Support Fees

A) To support the City's outreach and administration related to AB 939 programs, and to offset costs that the City expects to incur in connection therewith as a result of entering this Agreement, Company will pay to City an AB 939 support fee estimated in the amount of approximately $90,000 per year starting June 30, 2019, adjusted thereafter by 2.5% annually. The AB 939 support fee is payable in June of each year, with the first payment due by June 30, 2019, and will be deemed late if received after June 30.

B) The AB 939 support fee is an annual payment to partially fund a City position designated as the City's Solid Waste and Recycling Coordinator, who will have responsibility for coordinating all Solid Waste and Recycling activities.

C) Company's AB 939 support fee for this position will be increased in accordance with annual Cost of Living Adjustments (COLA) that are adopted by the City Council. If it is impossible or impractical to determine the actual amount of the AB 939 support fee that is due in any Rate Year as of the payment date (e.g., due to the delay in adoption of COLA, etc.), the City Manager may authorize the Company to make a partial payment on the due date in such amount as the City Manager deems appropriate, with the balance due at such later time as the City Manager specifies.

3.4 Street Sweeping Support Fee

A) To support the City's administration related to Street Sweeping Programs, and to offset costs that the City expects to incur in connection therewith as a result of entering this Agreement, Company will pay to City a Street Sweeping support fee in the amount of $25,000 per year, for each calendar year or prorated portion thereof in which it receives compensation adequate to recover street sweeping service costs, and adjusted by 2.5% annually. The Street Sweeping support fee is payable in June of each year, with first payment due by June 30, 2019, and will be deemed late if received after June 30.

B) The Street Sweeping support fee is an annual payment to partially fund a City position designated as Street Maintenance Supervisor, who will have responsibility for coordinating all street sweeping activities.

3.5 Biennial Audit Fee

A) Company shall remit to City the first biennial audit fee by December 31, 2019, and every other year thereafter by December 31. The City will use its funds to pay for a third-party audit of Company's reports and records as described in Section 8.2.6.

B) The audit fee shall be $89,000 for the first payment due December 31, 2019, and $69,000 for the second audit fee due December 31, 2021. Subsequent biennial audits shall be the $69,000 amount, increased by 2.5% for each year following the 2021 payment.

3.6 Mobile Phone Application Fee

To support the City's mobile phone application, Company will pay to City a Mobile Phone Application fee in the amount of $7,500 per year and adjusted by 2.5% annually. The Mobile Phone Application fee is payable in June of each year, with first payment due by June 30, 2019, and will be deemed late if received after June 30.

3.7 Future Fees

In the event that City implements a new fee (or increases an existing fee beyond the amount contemplated under this Agreement) Company shall be entitled to a rate adjustment in an amount sufficient to recover the fee from Customers. City may elect to have Company pay monthly, or on another schedule as City identifies. City may set deadlines and late fees, and additional fees would be subject to audit.

3.8 Late Fees

If the fees, as provided in Sections 3.1, 3.2, 3.3, 3.4, 3.5 and 3.6 are not paid by the specified dates as described above, Company shall pay to City a penalty in an amount equal to two percent (2%) of the amount that is late, plus interest at a rate of ten percent 10% per annum prorated to each day of delinquency. City may charge the same late payment penalties for other payments due to City pursuant to the terms thereof.

ARTICLE 4
DIRECT SERVICES

4.1 Refuse

4.1.1 General

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

4.1.2 Manner

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

4.2 Residential Services

4.2.1 Automated Residential Curbside Service

A) Company shall Collect Refuse delivered for Collection by Residential Accounts receiving curbside service not less than once per week. All Collection service will be automated unless circumstances beyond the Company's control require that manual operations be conducted. Company will continue to provide each Residential Account with one Cart of 96-gallons, for weekly service. Customers may obtain additional Refuse Containers from the Company at an additional fee to be charged by the Company in accordance with the approved rate schedule.

B) The primary Collection location shall be curbside, but may vary for Premises adjacent to a paved alley or other reasons. The designated Collection location of Containers, if disputed by the Customer or the Company, shall be determined by the City.

Additionally, if in the City's opinion the existing Collection location is inappropriate, the City may require the Customer and/or the Company to relocate the Collection location.

C) Residential Cart Customers may periodically generate more Refuse than will fit in the Refuse Cart(s). Residential Customers are therefore entitled to two annual pickups per calendar year of material that does not fit in the Refuse Cart(s) at no additional cost. One pickup shall consist of up to the equivalent of three (3) large bags, boxes or barrels of Refuse. Company shall Collect all Refuse put out for Collection in addition to the foregoing two (2) pickups per calendar year to be provided at no charge. Residential Customers may be charged per pickup in accordance with the approved rate schedule for overage pickups above two (2) per year. Overage pickups, in addition to the two free pickups, will be provided at no additional charge for the first three weeks beginning December 26 and also for one week in April during the City's Environmental Pride Week. This service is limited to Refuse that could otherwise be placed in the Refuse Cart, and not Bulky Items which are Collected in accordance with Section 4.2.2.

D) Residential Cart Customers located on private roads not receiving street sweeping services shall be charged a different rate for non-street sweeping Customers.

4.2.2 Residential Bulky Item Pickup

A) Company will provide Bulky Item pickup service to all Residential Accounts (including both Cart and Bin Customers) on the regularly scheduled Collection day. Customers will provide the Company with twenty-four (24) hours notice (by phone, online, or through the City's app), and the items will be Collected on the Customer's regular Collection day.

B) Bulky items Collected by Company will be diverted as appropriate.

C) Single-Family Customers and Multi-Family Customers with Cart service are entitled to four pick-ups per year at no additional charge. Each pick-up may have four (4) Bulky Items. Additional pickups, or additional items per pickup, may be subject to an additional fee to be charged by the Company in accordance with the approved rate schedule.

D) Multi-Family Refuse Bin Customers shall be entitled to a number of annual pickups equal to the number of dwelling units in the Customer's building or complex. The property manager shall call in the pickup requests. Each pick-up may have four (4) Bulky Items. Additional pickups, or additional items per pickup, may be subject to an

additional fee to be charged by the Company in accordance with the approved rate schedule.

E) Bulky Items Collected by Company Collected under this Agreement, may not be landfilled or Disposed of until the following hierarchy of Diversion efforts has been followed by Company:

1) Reuse as is;

2) Disassemble for reuse or Recycling;

3) Recycle;

4) Dispose.

4.2.3 Walk-Out Service for Disabled Customers

Company shall provide Walk-Out Service to disabled Customers at no additional charge. In order to qualify as disabled under this Section, Customers must provide evidence that they are physically unable to move the Containers, such as a doctor's note. Additionally, Walk-Out Service need not be provided if an able-bodied Person resides with the disabled Customer. Customers may be asked periodically, but no more than once per year, to reconfirm the physical disability and sign an affidavit that no able-bodied residents reside at the Premises. It will be the Customers responsibility to secure pets (such as dogs) to not interfere with Walk-Out Service.

Walk-Out Service means that Company will remove Refuse, Recyclable and Green Waste Carts and Cart overages from Customer's storage area, place them out for Collection, and return Carts to Customer's storage area after Collection, ensuring that all doors or gates are closed securely.

4.2.4 Residential Bin Refuse Collection

A) Company must provide Customers at Multi-Family Dwellings with a Bin for Collection of Refuse where they are not reasonably able to receive individualized Curbside service due to lack of storage space or other factors as determined by City. Company must Collect all Refuse placed in Bins for Collection not less than once per week. City has the right to determine the number and size of Containers and the frequency of Collection. In addition, Single-Family Dwellings may elect to use Bins for Refuse rather than Carts,

space permitting and at the City's discretion and pay the applicable Bin Service rate. Company must provide those Single-Family Dwellings that elect to use Refuse Bins with all other services that are the same as those received by Single-Family Dwellings with Cart service, including but not limited to providing Recycling and Green Waste Carts at no additional charge.

B) Company shall undertake all reasonable efforts to complete Collection service at each Multi-Family Account receiving Bin Service in accordance with scheduled routing. If, at the time of Collection at a Multi-Family Account, the Bin is not accessible to the Collection vehicle, Company shall notify the Customer or manager of the Premises by telephone of the situation and request that access be provided. If the Customer or manager of Premises is unavailable or unable to provide prompt access to the Bin, Company shall provide pickup at a later time, but may charge an extra pickup fee.

4.2.5 Solid Waste Voucher and Soil Voucher Programs

A) On an annual basis, Company will provide each of its Residential Customers with two Solid Waste Vouchers for use at a drop-off location approved by the City. The drop-off location must be located within ten (10) miles of the City limits. Each Solid Waste voucher will entitle a Residential Customer to Dispose of up to one (1) ton of Solid Waste free of charge.

B) The two Solid Waste Vouchers will be mailed along with the Residential Guidelines at the beginning of each Rate Year, but no later than July 31. In those cases where vouchers are not mailed or are misplaced by Residential Customers, Company will issue up to two replacement Solid Waste Vouchers upon request by the Customer if the Company's Customer service records show that the vouchers for that particular residence have not been used.

C) Company may elect to provide an electronic voucher system in lieu of paper vouchers, if desired. Residents will provide proof of residency with address or account number at drop-off location. Company will track the number of vouchers used per Residential Account, up to the limit of two vouchers per year. However, no later than July 31 of each Rate Year, Residential Customers must receive notices of the availability of the Solid Waste Vouchers.

[SOIL/TURF VOUCHER PROGRAM TO BE PROPOSED BY COMPANY]

4.2.6 Residential Used Oil Collection

Company agrees to assist the City with its efforts to comply with the requirements of the Department of Resources Recycling and Recovery (CalRecycle) Used Oil Payment Program, in accordance with the terms and conditions set forth in this Section.

A) Door to Door Used Oil Collection.

1. Company will provide used oil Collection to Residential Accounts. Residential Accounts will call Company Monday through Friday from 8:00 a.m. to 5:00 p.m. (Pacific Standard Time) to schedule a Collection. All after-hour calls will be directed to a voicemail system and/or answering service and returned by the next business day. Company will then schedule a Collection date and will review the program parameters with the Residential Account. If the Residential Account has small quantities of oil, the operator will recommend the use of a Certified Used Oil Collection Center instead.

2. Company will utilize properly trained personnel to Collect the materials from the Residential Account and to place the materials into proper containers for Collection and transport. Each Residential Account shall be limited to one Collection per year and will have the following limits per Collection:

   Up to ten (10) gallons of used motor oil in containers of five (5) gallons or less;

   Up to five (5) used oil filters.

3. Company will produce two reports for the City based on the Collections, by the 20th day of the end of each calendar month: daily routing sheet and a monthly (as needed) performance report. The daily routing sheet will provide names and locations of Residential Accounts requesting service, and the volume of used oil and used filters Collected from the Residential Account. The monthly performance report will include a calculation of the total amount of used oil and used filters Collected during the prior month.

B) Certified Used Oil Collection Center Program.

1. Company will perform annual site visits to all Certified Used Oil Collection Centers located in the City, as required and outlined in the City's Used Oil

Payment Program. During the visits, Company will complete the "Collection Center Checklist" as required by CalRecycle, will check for all required signage, will ask the Center's representative if they have encountered any problems, and will leave the door-to-door Collection program card for use by Residential Accounts.

C) Used Oil Filter Collection Program.

1. To encourage Certified Used Oil Collection Centers to continue to participate in the program, Company shall provide used oil filter Collection drums at all participating Certified Used Oil Collection Centers that are willing and authorized to Collect used oil filters.

D) Annual Report Preparation.

1. Company shall prepare the City's Annual Used Oil and Filter Recycling Payment Program Report(s) in accordance with the guidelines provided by CalRecycle's most recent Used Oil Payment Program procedures. Company shall also prepare the Annual Form 303 as required by the Department of Toxic Substances Control pursuant to the Agency's requirements. Company shall submit the reports no later than two weeks prior to their respective deadlines to the City for review unless authorized by the City's Used Oil Payment Program Manager to submit the report at a later time.

E) Invoicing and Payment.

1. Beginning on May 1, 2018, and each May 1 thereafter, City agrees to notify Company in writing the amount of Grant Funds available to provide the services described above during the next Rate Year ("Annual Budget"). City guarantees payment of amounts up to and including the Annual Budget. Company is not required to provide services in an amount greater than the Annual Budget. If no written notice is received from the City, the parties agree that the Annual Budget for the next Rate Year will be twenty-five thousand dollars ($25,000.00).

2. City agrees to pay Company for its services related to used oil Collection in accordance with the rate schedule provided in Exhibit A and adjusted in accordance with Sections 6.3 and 6.4.

3. Company shall invoice City monthly for services, by the 30th of each month. The invoice shall itemize each used oil and used filter Collection from Residential Accounts, each used filter drum Collection (and drum deposits), each visit to a Used Oil Collection Center, and time spent for report preparation during the prior calendar month. City shall pay all undisputed portions of an invoice within thirty (30) days of the date of the invoice. Payment on any disputed portions of an invoice shall be made within ten (10) days from the date of resolution of the dispute.

F) Program Termination.

1. By City. City reserves the right in its sole discretion to order Company to cease performance of the above services, upon fifteen (15) days written notice. In the event of such order, Company shall stop all work hereunder as of the effective date of the notice. Company shall also surrender to City all finished or unfinished annual reports and supporting documentation, which shall be City's property. Company shall be entitled to compensation in full for all services performed up to and including the effective date of the notice.

2. By Company. Company reserves the right to discontinue providing the above services, in the event that it discontinues providing these services in all of the Antelope Valley or, more generally, in Southern California, upon ninety (90) days written notice to City. During the notice period, Company agrees to use reasonable efforts to locate a substitute vendor and ensure a smooth transition to the new vendor. Company shall also surrender to City all finished or unfinished annual reports and supporting documentation, which shall be City's property. Company shall be entitled to compensation in full for all services performed up to and including the effective date of the notice.

4.3 Commercial and Industrial Services

4.3.1 Commercial Bin Services

A) Except for those Commercial Accounts receiving curbside service using Carts, the Company must make arrangements to provide Bin Service to Commercial Accounts. Company must Collect and remove all Refuse that is placed in Bins from every Commercial and Industrial Premises receiving Bin Service, at least once every week or

more frequently if required to handle the waste stream of the Commercial and Industrial Premises where Bins are located.

B) The designated Collection site, if disputed by the Customer or Company, will be determined by the City.

4.3.2 Temporary Bin and Roll-off Services

The Company must make arrangements to provide Temporary Bin and Roll-off Box service to Residential and Commercial Accounts that request such service. Company must Collect and remove all Refuse and Construction and Demolition Debris that is placed in a Temporary Bin or Roll-off Box from any Premises receiving such service.

Company shall provide exclusive Temporary Bin and Roll-off Box Collection service upon request and deliver a Container to a Customer within twenty-four hours (24) hours of request (Sundays and holidays identified in Section 4.11.1 excluded). Failure to guarantee and/or provide 24-hour delivery of a Container within this timeframe may result in an assessment of liquidated damages for each day Company is late in providing the Container, and/or the City may authorize another service provider to provide such service.

Company will provide standard Temporary Bins and 10, 20, 30 and 40-cubic-yard Roll-off Boxes, and extra services requested by Customers, including extra pickups, relocation of Containers, and use of compactors and vertical compactors, at the rates set forth in Exhibit A. The provision of compactors, which are compaction devices attached to enclosed Containers, is not included in this Agreement. Providing Collection services for such compactor Roll-off Boxes is included.

The Company must deliver and Collect Temporary Bins and Roll-off Boxes at the direction of the Customer. Temporary Bins and Roll-off Boxes must be free of graffiti and in good repair, and must be clearly marked as belonging to the Company. Special consideration will be given when determining the Collection location for Temporary Bins and Roll-off Box service to ensure that the flow of traffic is not impeded. The designated Collection location, if disputed by the Customer or the Company, will be determined by the City. Additionally, if in the City's opinion the location of an existing Collection location is inappropriate for aesthetic or safety reasons, the City may require the Customer or the Company to relocate the Collection location.

4.3.3 Commercial and Industrial Curbside Services

The Company must make arrangements to provide permanent curbside service using 96-gallon Carts to Commercial Accounts that are not reasonably able to receive Bin Service due to the lack of storage space or other factors as determined by City. Company must Collect and remove all Refuse that is placed in Carts from all Commercial and Industrial Premises receiving curbside service, at least once each week or more frequently if required to handle the waste stream of the Commercial and Industrial Premises where the Cart or Carts are located.

4.3.4 Obligation of the Company and Service from Other Providers

A) If Company does not provide the requested Container to the Commercial Customer within 24 hours of request (Sundays and holidays identified in Section 4.11.1 excluded), Customer may call the City and request approval to receive service from another service provider until such time as the Company can provide that service in its normal course of business. Company must notify Customers of this right at the time the Customer requests Container if the Company cannot provide the requested container within 24 hours.

B) In those circumstances where Commercial or Industrial business Premises require Collections of Solid Waste at times, frequencies or in a manner such that the Company is unable to perform that Collection in the normal course of business, or where unusual quantities of Solid Waste or special types of materials are to be Collected and Disposed of, or where special methods of handling and Disposal are required, the City Manager may authorize the Commercial or Industrial business owner to use another duly licensed or permitted Solid Waste enterprise for such special service until the Company can provide that service in its normal course of business.

4.3.5 Access to Commercial and Industrial Containers

Company shall undertake all reasonable efforts to complete Collection service at each Commercial and Industrial Account in accordance with scheduled routing. If, at the time of Collection at a Commercial or Industrial Account, the Bin or Roll-off is not accessible to the Collection vehicle, Company shall notify the Account by telephone of the situation and request that access be provided. If the Account is unavailable or unable to provide prompt access to the Bin or Roll-off, Company shall provide pickup at a later time, but may charge the extra pickup fee set forth in the City-approved rate schedule as set forth in Exhibit A.

4.4 Other Services

4.4.1 Annual Cleanup Campaign

Company will provide special Collection services once a year during the one-week cleanup campaign known as the City's "Environmental Pride Week". These special Collection services shall include pick-up of extra trash bags of up to ten (10) thirty-gallon bags per household.

4.4.2 Emergency Collection and Disposal Service

In the event of major disaster, such as an earthquake, storm, riot or civil disturbance, or as otherwise determined necessary by the City, Company will, at the City's request, assist the City with emergency Collection and Disposal service by providing Collection vehicles and drivers normally assigned to the City. Company may Bill City an hourly service fee in accordance with the approved rate schedule as set forth in Exhibit A.

4.4.3 Sharps Collection Program

Company shall implement a program for Collection and safe processing of "Sharps Waste" generated at Residential Accounts, through a community and/or mail-based program. Upon request by Customer, Company will provide Residential Customers (both Single and Multi-Family) with one pre-paid postage mail-back Sharps Waste Containers per year at no additional charge. Company will develop and distribute public education materials to promote this program in a frequency and format approved by the Public Works Department.

4.5 Services Provided to City

4.5.1 City Facilities

Company must provide Solid Waste Collection, Recycling, and Green Waste services at all City facilities, parks, and Premises currently owned or operated by the City, and at future City facilities. No additional charge will be made to the City for these services. Such services provided at no additional charge shall include routine, on-going City operations and maintenance activities, including but not limited to code enforcement, but shall not include City Construction and Demolition projects.

4.5.2 Containers and Roll-off Boxes

Upon City's request, Company must provide Containers or Roll-off Boxes for the Collection of Solid Waste at locations within the City that may be designated from time to time by City's departments, including code enforcement, public works, and housing, at no cost to the City.

4.5.3 City-Sponsored Events

Upon City's request, Company must provide Solid Waste and Recycling Containers for City-sponsored events and cleanup campaigns sponsored by the City or by the Chamber of Commerce, at no cost to the City. During the month of January, City will provide to Company a list of anticipated events and cleanup campaigns to be sponsored by City to facilitate Company's budgeting and advance planning efforts with regard to the placement of Solid Waste and Recycling Containers. The list may be modified by City during the course of the calendar year.

4.5.4 City Recycling Programs

Company must assist Recycling operations at City facilities and offices (such as co-mingled recyclables, white paper, and mixed paper recyclables) at no cost to the City.

4.5.5 Street Sweeping

In order to address the litter or loose refuse which is unavoidably produced during ordinary Solid Waste collection and transport activities, Company shall provide as a portion of its services, street sweeping of public streets within the City. Customers not located on City streets for which this street sweeping occurs shall not be charged for such services.

A) Company shall to provide street sweeping within the City in accordance with the specifications set forth in Exhibit C. Following commencement of services, the parties agree in good faith to allow Company to temporarily suspend providing street sweeping services during periods of environmental, technical or other infeasibility. Company shall provide notification to Customers of its provision of street sweeping services and any change in the rates for service at least forty- five (45) days in advance of commencing service. Such notification by Company is not intended to substitute for or waive any legal requirements related to fees and charges applicable to City.

B) If Company subcontracts street sweeping service to another company, City shall have the right to approve selection of the subcontractor in advance of service, and City

reserves the right to require Company to terminate the street sweeping subcontractor and replace with another street sweeping subcontractor (or street sweeper operator) upon ninety (90) days written notice if City Council determines that the quality of street sweeping services is not meeting the City's requirements in its sole and unfettered discretion.

4.5.6 Large Venue Event Assistance, Event Recycling

Company will assist planners of large venue events with reporting and planning needs as may be useful in meeting the requirements of AB 2176, and in lowering Disposal quantities generated at such events at no additional charge. Company shall take a proactive role in Solid Waste planning for large events. When informed by City as to an upcoming event, Company shall contact event planners to initiate Solid Waste Collection planning.

4.6 Recycling

4.6.1 Single-Family Recycling Collection

Company must provide all Customers at Single-Family Dwellings with a minimum of one Cart for the Collection of Recyclable materials, and must Collect all Recyclable materials placed therein for Collection not less than once each week. Recycling Carts will have a capacity of approximately 96 gallons. Company will relocate Carts for Collection, when necessary, and return them to their original position. Customers that regularly fill their Recycling Carts will be provided with additional Carts by Company upon request, at no additional charge. Company will Collect Recyclable Material placed in Recycling Carts for Collection from each Customer on the same day that a Customer's Refuse Cart is Collected. Company must have a Recycling program whereby, at a minimum, the Company Collects the materials described in Section 1.43. Recyclable Material must be placed loosely into the Recyclable Materials Container and not bagged.

4.6.2 Multi-Family, Commercial and Industrial Recycling Services

A) The Company must make arrangements to offer and provide Recycling services to Multi-Family, Commercial, and Industrial Accounts, using Bins or Carts, depending upon the Customer's needs, at a rate in accordance with the City-approved rate schedule as set forth in Exhibit A.

B) To assist the City in meeting the requirements of AB 939 and AB 341, Company must have a Recycling program and incentives whereby, at a minimum, Company Collects the Recyclables Materials described in Section 1.43 and Construction and Demolition Debris. Company agrees to assist City to identify Multi-Family, Commercial and Industrial Premises required to arrange for Recycling Services under State law, offer Recycling Collection to such Premises, and notify the City in the event of refusal by Customer to subscribe for Recycling Collection.

C) The Company must use its best efforts to prevent Construction and Demolition Debris that is suitable for Recycling from being landfilled. These efforts will include, but are not be limited to, contacting and educating building companies about available Recycling services, offering discounted rates as set forth in Exhibit A, enhancing existing programs to encourage the Recycling of Construction and Demolition Debris, and compliance with policies, programs, and ordinances that may be adopted by the City that relate to the Diversion and Recycling of Construction and Demolition Debris.

4.6.3 Marketing and Sale of Recyclable Materials

Company shall be responsible for marketing and sale of all Recyclable Materials Collected pursuant to this Agreement. Company may retain revenue from the sale of Recyclable Materials, and shall report the amount of such revenues to City upon request.

Company understands the City is an RMDZ zone and as such, has a preference towards local reuse. Company shall cooperate to extent practical in supporting local reuse and partnerships with City to support such programs.

4.7 Organic Waste Program

4.7.1 Residential Green Waste Collection

A) Company must provide all Single-Family Dwellings with a Cart for Collection of Green Waste. Company must Collect all Green Waste placed in Green Waste Carts, as well as all Green Waste bundled as set forth below, not less than once per week. Green Waste Carts will have a capacity of approximately 96-gallons. Company will relocate Carts for Collection, when necessary, and return them to their original position. Customers that regularly fill their Green Waste Carts will be provided with additional Carts by Company upon request at no additional charge. Company must Collect Green Waste placed for Collection, either in Green Waste Carts or bundled as provided below, from each

Customer on the same day that the Customer receives Refuse Collection. Company must have a Green Waste Recycling program whereby, at a minimum, the Company Collects the following types of Green Waste from Customers: leaves, grass clippings, weed, twigs, shrubbery, clean wood, and tree trimmings.

B) Company is obligated to Collect Green Waste set out for Collection in bundles only if that bundle is a maximum of 48 inches long and 24 inches in diameter, with each bundle weighing less than 50 pounds.

C) Horse manure is allowed in Residential Green Waste Carts.

[TO BE UPDATED BASED ON COMPANY'S PROPOSAL]

4.7.2 Organic Waste Collection Services

A) Company shall make arrangements to offer and provide Organic Waste Collection Services to Multi-Family, Commercial and Industrial Accounts to comply with State requirements for Mandatory Commercial Organics Recycling under AB 1826. Organic Waste Collection may be done utilizing Bins or Carts, depending on the amount of material generated or space constraints. Company agrees to assist City to identify Multi-Family, Commercial and Industrial Premises required to arrange for Organic Waste Services under State law, offer Organic Waste Collection to such Premises, and notify the City in the event of refusal by Customer to subscribe for Organic Waste Collection.

B) Organic Waste Collection shall not exceed the rate as set forth in Exhibit A for Collection of Solid Waste from Commercial Accounts using Bins or Carts, as those rates may be adjusted in accordance with Section 6.3.

4.7.3 Holiday Tree Collection Program

Company must advertise and conduct an annual holiday tree Collection program. During the first two weeks in January, all holiday trees placed for Collection on Collection day by Single Family and Multi-Family Customers will be Collected by Company. Single-Family Customers shall place holiday trees on the curb. Multi-Family Customers shall place holiday trees in the area designated by the Multi-Family property manager, typically next to the Refuse Bin enclosure. Company will also provide a drop off location at a location approved by the City during this period and for two weeks after the curbside pickup period has ended. Company will

Divert all holiday trees from landfilling, with the exception of trees that cannot be diverted due to flocking, tinsel, or ornaments.

4.7.4 Processing of Organic Waste

All Organic Waste shall be processed using methods that are approved by CalRecycle for Diversion credit. Organics Waste may not be used as alternative daily cover under existing CalRecycle requirements after January 1, 2020.

4.8 Minimum Diversion Requirements

4.8.1 CalRecycle Requirements

As provided for in this Agreement, it is the Company's obligation to use its best efforts to assist the City in Recycling or diverting from landfill Disposal 50% of all Solid Waste generated within the City. Solid Waste Collected will be considered to have been Recycled or diverted as required under this Agreement only if it is deemed to be Diversion by CalRecycle in connection with the City's efforts to meet State Diversion goals. Company must provide documentation to the City within twenty-five (25) days after the end of each calendar month that specifies and supports that preceding month's Diversion rate. If City does not meet the Diversion rate required under applicable law, and Company has failed to maximize the Recycling and Diversion of materials Collected pursuant to this Agreement, then Company shall be required to implement, at its sole cost and expense, additional programs as needed to enable City to meet applicable Diversion requirements.

4.8.2 Minimum Diversion Rate for Hauler-Collected Solid Waste

Company shall Divert from landfilling a minimum of _____% of all Solid Waste it Collects under this Agreement, as proposed by Company in its proposal to the City. Source-reduction by Customers or Recycling of materials not Collected by the Company is not to be counted towards meeting this requirement. For the purposes of this section, Diversion includes Recycling, Transformation and other forms of converting Solid Waste into energy only to the extent that such Diversion is accepted by the State toward meeting the City's Diversion requirement under AB 939.

[TO BE COMPLETED BASED ON COMPANY'S PROPOSAL]

If a form of Diversion, such as any form of Transformation or the use of Green Waste as alternative daily cover at landfills, ceases to provide Diversion credit for any reason (regulatory

change, Facility closure, other), this will not relieve Company of the requirement to meet this minimum Diversion requirement, and no extraordinary rate increase shall be provided if Company must implement alternative programs to meet this minimum requirement.

Failure to divert the above minimum Diversion requirement by the end of the calendar year may result in an assessment of liquidated damages for each ton below tonnage level necessary to meet Diversion requirement.

4.9 Commercial and Industrial Recycling Contamination

As used herein, "contamination" refers to materials placed in a Recyclable Materials Container other than those Recyclable Materials which are appropriate for Collection as more fully set forth in this Agreement. Without limiting Company's overall diversion obligations in any way, City and Company agree to utilize the following procedures to assist in achieving the above noted contamination goal:

A) If Company documents that a particular Customer has a Recyclable Materials Container with excessive contamination, Company shall service the Recyclable Materials Container, making whatever accommodations are necessary, such as Collecting the Recyclable Materials Container as Solid Waste, or removing the contamination prior to Collection. Company will tag the Recyclable Materials Container with a notice that includes:

1) The fact the Recyclable Materials Container required special handling and the contents could not be Recycled due to the presence of inappropriate material in the Recyclable Materials Container;

2) A description of the Recyclable Materials that are appropriate for Collection in the Recyclable Materials Container;

3) An explanation that a subsequent incident of excessive contamination may result in non-Collection, the imposition of a contamination fee, and, where warranted, requiring additional or larger-sized Solid Waste Containers, or additional Collections of existing Containers, at an additional cost to the Customer; and,

4) A phone number to contact Company to obtain additional information and or receive responses to Customer questions.

B) In the event the Customer in question continues to place Recyclable Materials Containers with excessive contamination out for Collection, Company may Collect the Recyclable Materials Container in the same manner as a Container not designated for Collection of Recyclable Material and charge the Customer a contamination fee in an amount that does not exceed the maximum rate set forth in Exhibit A. In addition, where there have been three (3) or more instances of excessive contamination by a Customer in any twelve (12) month period, Company may (with approval of the City Manager) deliver additional or larger Solid Waste Containers to the Customer, or require additional weekly Collections as appropriate, and charge the Customer for such increased or additional services at rates that do not exceed the maximum rates set forth in Exhibit A.

4.10 Manure Collection

In order to meet AB 939 and AB 1826 requirements, Company shall provide a horse manure Collection program. Residential Cart Customers may place manure in the Green Waste Carts or alternate containers for Diversion, [depending on Company's proposal]. Additionally, Residential or Commercial Accounts which produce large amounts of manure shall be able to utilize Roll-off Boxes provided at a rate not to exceed the rate for solid waste disposal.

[TO BE UPDATED BASED ON COMPANY'S PROPOSAL]

4.11 Operations

4.11.1 Schedules

A) Solid waste may be Collected only between the hours of 6:00 a.m. and 6:00 p.m., Monday through Saturday, excluding holidays as referenced below. Residential Collection may take place only from Monday through Friday. There must be no Collection on Sunday without prior City approval. If the regularly scheduled Collection day falls on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, Collection days for the remainder of that week may be postponed one Collection day.

B) Upon City's request, Company must review with the City its operations plan outlining the Collection routes, intervals of Collection, and Collection times for all materials Collected under this Agreement upon 30-days written notice requesting this review. If the operations plan is determined by the City to be inadequate, Company must revise its

plan, incorporate any changes into a revised plan, and review that revised plan with the City within thirty (30) days. The revised plan is subject to approval by City Manager.

C) When notified of a missed pickup, Company must Collect the Refuse, Recyclable materials, or Green Waste that was not Collected within one business day after that notification, if feasible.

4.11.2 Vehicles

A) **General.** The Company must provide Collection and sweeper Vehicles sufficient in number and capacity to efficiently perform the work required by this Agreement in strict accordance with its terms. Any additional vehicles or routes that may be required to meet the service standards during the term of this Agreement will be at the Company's sole expense. The Company must have available on Collection days sufficient back-up and auxiliary vehicles to respond to all complaints and emergencies. All vehicles must be in good condition and must be free of dust and dirt, without peeling paint or chipping, and painted in a standard color. The Company's corporate logo must be legible.

B) **Specifications.** During the term of this Agreement, Company shall operate no Collection vehicles within the City that are over ten (10) years in age, except that roll-off vehicles and spare collection vehicles are exempt from this 10-year age limit. All Collection and sweeper Vehicles must be registered with the California Department of Motor Vehicles and must have water-tight bodies designed to prevent leakage, spillage, and overflow. Company's Collection and sweeper vehicles must comply with regulations adopted by the Antelope Valley Air Quality Management District and the California Air Resources Board, as they may be amended from time to time, as well as other federal, State, and local laws and regulations that may be enacted during the term of this Agreement.

C) **Vehicle Identification.** The Company's name, local telephone number, and a unique vehicle identification number selected by the Company and approved by the City must be prominently displayed on all vehicles, in letters and numbers no less than three inches high. The Company must not place the City's name or any City logos on the Company's vehicles. In addition, the City may provide billboards promoting its programs to be placed on Collection vehicles, and Company will provide for suitable frames to hold the billboards, on one side of each vehicle. The parties will confer regarding the size and materials used for the billboards.

D) **Cleaning and Maintenance**

1) The Company must maintain all of its properties, vehicles, Facilities, and equipment used in providing service under this Agreement in a safe, neat, clean, and operable condition at all times.

2) Collection and sweeper vehicles must be painted, thoroughly washed, and thoroughly steam-cleaned on a regular basis in order to present a clean appearance. To the extent commercially reasonable, the City may inspect vehicles at any time to determine compliance with this Agreement. To the extent commercially reasonable, the Company must also make vehicles available to the Los Angeles County Health Department for inspection, at any frequency it requests. The Company agrees to replace or repair, to the City's reasonable satisfaction, any vehicle that the City determines in its reasonable judgment to be of unsightly appearance, leaking, or in unsatisfactory operating condition.

3) The Company must repaint any Collection or sweeper vehicle within sixty (60) days following written notice from the City, if the City determines in its reasonable judgment that its appearance warrants repainting.

4) The Company must inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly, or vehicles in an unsafe or excessively noisy condition, must be removed from service until repaired and operating properly. The Company must keep accurate records of all vehicle maintenance, recorded according to date and mileage (or hours of operation), and must make those records available to the City upon request.

5) The Company must repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown, or any other cause, so as to maintain all equipment in a safe and operable condition. The Company must maintain accurate records of repair, which will include the date and mileage (or hours of operation), nature of repair, and the verification by signature of a maintenance supervisor that the repair has been properly performed.

6) Upon City's request, the Company must furnish to the City not later than 30 days after the end of each calendar year, a written inventory of all Collection and sweeper vehicles used in providing service.

E) **Operation**

1) Vehicles must be operated in compliance with the California Vehicle Code, and all applicable local ordinances. The Company may not intentionally load vehicles in excess of limitations on vehicles imposed by State or local weight restrictions.

2) Vehicle noise shall be limited to avoid a nuisance condition. Equipment must comply with U.S. EPA noise emission regulations, currently codified at 40 CFR Part 205, and other applicable noise control regulations, and must incorporate noise control features throughout the vehicle. The Company must store all equipment located in the City in safe and secure locations in accordance with the City's zoning regulations.

3) The Company is responsible for any damage resulting from or directly attributable to any of its operations, and which it causes to: the City's driving surfaces, whether or not paved; associated curbs, gutters, and traffic control devices; other public improvements; and private roads and alleys, excluding normal wear and tear.

F) **City Inspection Per Code.** The California Highway Patrol (CHP) may cause any vehicle used in the performance of this Agreement to be inspected and tested at any commercially reasonable time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with all applicable provisions of the State Vehicle Code, including all Vehicle Code sections regarding smog equipment requirements. The City may direct the removal of any vehicle from service if that vehicle is found by the CHP to be in nonconformance with applicable codes. No vehicle directed to be removed from service by the City may be returned to service until its return to service has been approved by the CHP. City may audit all CHP annual inspection and compliance logs, pre- and post-trip inspection data, and vehicle service records when hydraulic leaks or mechanical failures adversely affect the City's infrastructure or any Residential property.

G) **Brake Inspections.** The brake system of each vehicle used in the performance of this Agreement must be inspected and certified by a trained mechanic, who is either a certified mechanic or is under the supervision of a certified mechanic. The Company's Facility that is used to store and maintain these vehicles used in the performance of this Agreement must also be certified under State law by the California Highway Patrol. Notice of certification must be filed with the City within 30 days after each such certification. Failure to submit the required certification may be grounds for terminating this Agreement.

H) **Correction of Defects.** Following any inspection, the City Manager has the right to cause the Company, at its sole cost and expense, to recondition or replace any vehicle or equipment found to be unsafe, unsanitary, or unsightly. This determination may be appealed to the City Council, whose decision will be final.

I) **Accident Reports.** All accidents related to solid waste hauling and street sweeping operations must be documented in an incident report and submitted to the City on a monthly basis unless delayed due to legal requirements or attorney-client privileges.

J) **Street Sweeping Vehicles**

1) Vehicle Types. Company is required to use low-emission or alternative fueled, state-of-the-art, regenerative air and/or mechanical broom sweepers that are certified to meet all State and Federal Environmental Protection Agency (EPA) and National Pollution Discharge Elimination System (NPDES) compliance mandates. Vehicles must not be over five (5) years in age.

2) Flashing Strobe Light and Back-up Alarm. At a minimum, the light must be visible for a minimum of one mile, flash 60-90 times per minute, mounted to allow 360-degree visibility, and equipped with an amber lens. Vehicle strobe light and back-up alarm shall conform to all applicable safety requirements.

3) Adequate water systems with adjustable spray nozzles to keep dust, caused by sweeping, to a minimum. Company will be responsible for obtaining all water and water meter(s) necessary for the performance of the work. This includes the cost of water and any fees from water purveyors (Palmdale Water District and/or Los Angeles County

Waterworks District). City encourages Company to utilize recycled water for street sweeping purposes. City will assist Company in obtaining an agreement for the use of recycled water at a reasonable rate.

4) Automatic vehicle location device (vehicle location and management system (e.g., GPS)), which will report all street sweeping activity to the City and the Company. Company must provide the City with reasonable means to access location device information to verify locations that have been swept and at what speeds the sweeping was performed.

4.11.3 Containers

A) **Cart Design Requirements.** New Carts must be designed and manufactured in accordance with standard industry specifications or approved by the City before being placed in service by the Company. Carts shall be labeled or hot stamped with acceptable contents.

1) **Cart Lid.** Each Container shall be provided with a lid that continuously overlaps and comes in contact with the Container body or otherwise causes an interface with the Container body that simultaneously:

- Prevents the intrusion of rainwater, rodents and other vermin, birds, and flies;
- Prevents the emission of odors;
- Enables the free and complete flow of material from the Container during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism;
- Permits users of the Container to conveniently and easily open and shut the lid throughout the serviceable life of the Container;
- The lid (and body) must be of such design and weight that would prevent an empty Container from tilting backward when flipping the lid open; and,

- The lid shall be hinged to the Cart body in such a manner so as to enable the lid to be fully opened, free of tension, to a position whereby it may rest against the backside of the Container body.

2) **Cart Colors.** The Refuse, Recycling and Green Waste Carts will be differentiated by color. The cart bodies and lid of each cart must be the same color. The colors shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation. Color must be uniform within each Container type, including replacement Carts distributed throughout the Term. The City shall approve final cart colors to be used by Company. If Company proposes change to current cart color structure, Company shall perform sufficient outreach to educate residents on what carts take what type of material.

3) **Cart Markings.** Carts shall be hot stamped. All Cart markings must be approved by City prior to ordering Carts. Graphics indicating which materials may and may not be placed in each Cart and instructions on how to properly dispose of HHW shall be included on the Cart lid. Cart information shall be bilingual in English and Spanish. Carts shall include Company's name and phone number.

4) **Cart Performance Requirements.** All Carts shall be designed and manufactured to meet the minimum performance requirements described below. Carts shall carry a minimum ten-year manufacturer's warranty.

5) **Cart Durability.** Carts shall remain durable, and at a minimum, shall meet the following durability requirements to satisfy their intended use and performance, for the term of this Agreement:

- Maintain their original shape and appearance;
- Be resistant to kicks and blows;
- Require no routine maintenance and essentially be maintenance free;

- Not warp, crack, rust, discolor, or otherwise deteriorate over time in a manner that will interfere with the intended use;
- Resist degradation from ultraviolet radiation;
- Be incapable of penetration by biting or clawing of household pets (i.e., dogs and cats) and vermin;
- The bottoms of Cart bodies must remain impervious to any damage that would interfere with the Cart's intended use after repeated contact with gravel, concrete, asphalt or any other rough and abrasive surface;
- All wheel and axle assemblies are to provide continuous maneuverability and mobility as originally designed and intended; and,
- Resist degradation by other airborne gases or particulate matter currently present in the ambient air of the City.
- Designed to withstand crushing by automated arm from collection vehicles on a weekly basis.

6) **Chemical Resistant.** Carts shall resist damage from common household or Residential products and chemicals. Carts, also, shall resist damage from human and animal urine and feces.

7) **Stability and Maneuverability.** Carts shall be stable and self-balancing in the upright position, when either empty or loaded to the maximum design capacity with an evenly distributed load, and with the lid in either a closed or open position. Carts shall be capable of maintaining the upright position in sustained or gusting winds of up to twenty-five (25) miles per hour as applied from any direction. Carts shall be capable of being easily moved and maneuvered, with an evenly distributed load equal in weight to its maximum design capacity on a level, sloped or stepped surface.

8) **Lid Performance.** Cart lid assemblies shall meet the following minimum requirements:

- Prevent damage to the Cart body, the lid itself or any component parts through repeated opening and closing of the lid by residents or in the dumping process as intended;

- Remain closed in winds up to twenty-five (25) miles per hour from any direction. All lid hinges must remain fully functional and continually hold the lid in the original designed and intended positions when either opened or closed or any position between the two extremes; and,

- Lid shall be designed and constructed such that it prevents physical injury to the user while opening and closing the Cart.

9) **Repairability.** Minor cracks, holes, and other damages to hinges, wheels, axle, hardware, and other component parts shall be readily repairable by Company personnel. All repairs must restore the Container to its full functionality to meet the design and performance requirements as set for herein.

B) **Cart Ownership and Maintenance Responsibilities.** The Company is responsible for Cart repair and maintenance, graffiti removal, and replacing lost, stolen or damaged Carts within two business days at no additional charge to the Customer or to the City. The Company may, however, charge the Customer for repairing or replacing a Cart if the damage is due to the Customer's willful negligence or abuse. In no event may this charge be greater than the Company's actual cost for replacement and will be determined on a case-by-case basis. In any dispute between a Customer and Company involving a damaged, lost or stolen Container, the decision of the City Manager shall be final. All Carts provided under this Agreement will become the property of the Company at the end of this Agreement, however the City retains the right to direct the Company to remove the Carts at the end of the Agreement at no charge, should the City so desire.

C) **Bins**

1) **Cleaning.** The Company must maintain its Containers in a clean and sound condition, free from putrescible residue at the time of delivery. Containers must be equipped with reflectors to enhance visibility. Containers must be constructed of plastic or heavy metal, or other

durable material, and must be watertight and well painted. Wheels, forklift slots, and other appurtenances, which are designed for movement, loading, or unloading of the Container, must be maintained in good repair. Company must inspect, and if necessary, clean or replace all Containers once each year at no charge. Company must perform cleaning or replacement of Containers more frequently, if necessary, for an additional fee, to prevent a nuisance caused by odors or vector harborage. When a Bin is removed for cleaning, Company shall replace the Bin, either temporarily or as a change-out, with another Container. Customers may request additional cleanings at a rate determined by the City and Company. Company must remove graffiti from any Container within twenty-four (24) hours of request (excluding Sundays and holidays) by City or Customers.

2) **Bin Identification.** Each Bin placed in the City by the Company must have the name and phone number of the Company in letters not less than three inches high on the exterior of the Container so as to be visible when the Container is placed for use. The Company must identify the Bin or Bins that are assigned to each Account using a method that is acceptable to the City. Each Container must be labeled with a conspicuous warning: "Not to be used for the disposal of hazardous waste."

D) **Scout and Push-Out Service.** If Company may determine it necessary to use a scout vehicle (or Bin truck) to position Containers for Collection, or find that it is necessary to manually move Containers a significant distance to position for Collection, Company may not charge a fee for such services. Any disputes between Customer and Company regarding the provision of scout and push-out service will be referred to the City Manager, whose decision shall be final.

E) **Roll-off Boxes.** The Company must provide clean Roll-off Boxes, free from graffiti and equipped with reflectors. The Company must properly cover all open Roll-off Boxes during transport to the Disposal Site.

F) **Locking Bins.** Company shall provide locking Bin Service (including providing the hasp and lock and servicing the lock) to Customers that request such service in accordance with the approved rate schedule.

4.11.4 Litter Abatement

A) **Minimization of Spills**

1) The Company must use due care to prevent Solid Waste or fluids from leaking or being spilled or scattered during the Collection, transfer or transportation process. If any Solid Waste or fluids leak, or are spilled during Collection, the Company must promptly clean up those materials. Each Collection Vehicle must carry a broom and shovel at all times for this purpose. The Company may not, without the City's prior written consent, transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of emergencies that include, without limitation, fires in loads, mechanical failure, accidental damage to a vehicle, or a pre- approved method of Solid Waste transfer between vehicles.

2) The Company must identify instances of repeated spillage caused by Customers and must report those instances to the City Manager. The Company may charge a repeated business offender a fee determined by the City and Company and based upon sufficient supporting evidence. The City will attempt to rectify such situations directly with the Customer if the Company has already attempted to do so without success. If Company documents four instances of overloaded Containers within any calendar year for any Customer, Company may require the Customer to use the next-larger Container and may adjust the rate charged to the Customer to reflect the revised service level, subject to the City's approval.

B) **Clean Up.** During the Collection or transportation process, the Company must clean up litter in the immediate vicinity of any Solid Waste storage or Collection area, whether or not the Company has caused the litter.

C) **Hydraulic Oil.** Any oil or hydraulic fluid spill, as determined by the City, that leaks onto Residential property, streets or highways from vehicles operated by the Company must be removed and cleaned by Company no later than two business days after notification from the City. If the leakage is not removed, and a second notification is given by the

City, the City may engage a qualified third party to inspect Company's vehicles and to clean-up oil spots at Company's expense.

4.11.5 Personnel

A) The Company must furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel as may be necessary to provide the services required by this Agreement in a satisfactory, safe, economical, and efficient manner. All drivers must be trained and qualified in the operation of vehicles they operate and must possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

B) The Company must establish and vigorously enforce an educational program to train the Company's employees in the identification of Hazardous Waste. The Company's employees must not knowingly place any Hazardous Waste in the Collection vehicles, nor knowingly Dispose of any Hazardous Wastes at a processing Facility or Disposal Site.

C) The Company must train its employees in Customer courtesy, prohibit the use of loud or profane language, and instruct Collection crews to perform all work quietly. The Company must use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. If any employee is found to be discourteous or not to be performing services in the manner required by this Agreement, the Company must take all necessary corrective measures including, but not limited to, transfer, discipline, or termination. If the City has notified the Company of a complaint related to discourteous or improper behavior, the Company must consider reassigning the employee to duties not involving contact with the public in the City while the Company is pursuing its investigation and corrective actions.

D) The Company must provide suitable operations, health, and safety training for all of its employees who use or operate equipment or who are otherwise directly involved in Collection or related operations.

4.11.6 Identification Required

A) The Company must provide its employees, agents, and subcontractors with identification if they have personal contact with Residential Accounts in the City. The City may require the Company to notify Customers annually of the form of that

identification. The Company must provide a list of current employees, agents, and subcontractors to the City Manager upon request.

B) The City reserves the right to conduct through law enforcement agencies a security and identification check of the Company, and its present and future employees, in accordance with accepted procedures established by the City.

4.11.7 Fees and Gratuities

The Company may not, nor may it permit any agent, employee, or subcontractor employed by it, to request, solicit, or demand, either directly or indirectly, any compensation or gratuity for the Collection, transportation, Recycling, processing, or Disposal of Solid Waste other than the Company Compensation that is normally paid.

4.11.8 Non-Discrimination

The Company may not discriminate in the provision of service or the employment of Persons engaged in the performance of this Agreement on account of race, color, religion, sex, age, physical handicap or medical condition in violation of any applicable federal or State law.

4.11.9 Coordination With Street Sweeping Services

The City and the Company will cooperate in coordinating Solid Waste route schedules with the City's street sweeping schedule. The City may request the Company to provide all routes and route schedules to the City Manager and work with the City to resolve conflicts with street sweeping schedules.

4.11.10 Change in Collection Schedule

The Company must notify the City forty-five (45) days prior to, and Residential Accounts not later than fourteen (14) days prior to, any change in Collection operations that results in a change in the day on which Residential Solid Waste Collection occurs. The Company must not cause any Customer to be without service for more than seven (7) calendar days in connection with a Collection schedule change. The City's approval of any change in Residential Collection is required prior to that change. This approval will not be unreasonably withheld.

4.11.11 Report of Accumulation of Solid Waste; Unauthorized Dumping; Report of Impediments to Street Sweeping

A) The Company must direct its drivers to note the addresses of any Premises at which they observe that Solid Waste is accumulating and is not being delivered for Collection, and the address, or other location description, at which Solid Waste has been dumped in an apparently unauthorized manner. The Company must deliver the address or description to the City within two working days of such observation. Company will cooperate with City in the investigation and prosecution of any violations of the Municipal Code. **[TO BE UPDATED BASED UPON COMPANY'S PROPOSAL]**

B) The Company must direct its drivers to note the location of items that interfere with the ability to sweep adjacent to the curb and gutter, including construction debris, palm fronds, rocks and other debris, and areas of impaired vertical or horizontal clearance such as trees, as well as location of discharges of pollutants to the street or storm drain system. The Company must identify the location to the City within two working days of such observation. Company will cooperate with City in the investigation and prosecution of any violations of the Municipal Code.

4.11.12 Transportation of Refuse

The Company must transport all Refuse Collected under the provisions of this Agreement to a permitted Transfer Station, MRF, Transformation Facility, or Disposal Site. The Company will make all reasonable efforts to divert from landfill Disposal Recyclables, Bulky Items, and Green Waste Collected by Company. The Company must maintain complete, accurate, and up-to-date records of the quantities of Solid Waste, Recyclables, and Green Waste transported to any Transfer Station, MRF, Transformation Facility, or Disposal Site and must cooperate with the City in any audits or investigations of those quantities.

4.11.13 Disposal of Refuse

[TO BE UPDATED BASED UPON COMPANY'S PROPOSAL]

A) The Company must Dispose of all Refuse Collected under the provisions of this Agreement at a permitted Disposal Site. Company has identified its primary Disposal Site for City Solid Waste as the _____ and has represented that it also has access to other permitted landfill Disposal resources that may be accessed at Company's discretion. Company guarantees to City that the _____, or any alternative permitted landfill, will

have capacity for Disposal of all Solid Waste Collected within the City by Company pursuant to this Agreement throughout its term. If the ____'s Disposal capacity becomes limited, City-generated waste will have first priority over all other waste received at the _____. Company represents that it will make arrangements to enable the City to Dispose of all Solid Waste that City may Collect pursuant to Section 10.1. The Disposal rates to be paid by the City will be the same as those paid by the Company.

B) Company represents and warrants that the _____ is currently authorized to accept, under its existing permit, and has sufficient uncommitted capacity to accept, all Solid Waste Collected in the City for the term of this Agreement. If Disposal capacity at the _____ is exhausted, it is the Company's responsibility to transport and Dispose of City's waste at another permitted Disposal Site after notifying the City Manager, and at no additional charge to the City. Company will notify City at least thirty (30) days prior to any change in the primary Disposal Site for City's Solid Waste.

C) Upon any permanent closure of the ____, or the permanent cessation of operations at the____, Company must cooperate with the City to ensure that the City's Solid Waste is transported to and Disposed of at an alternative landfill at no additional cost to the City.

D) Company must Dispose of all Collected Residential, Commercial and Industrial Solid Waste at Company's expense, and in accordance with all applicable federal, State and local laws and regulations.

4.11.14 Status of Disposal Site

Any landfill used as a Disposal Site by the Company must be designed and constructed in accordance with 23 California Code of Regulations Section 2510 et seq. ("Subchapter 15"), and must have obtained all permits from federal, State, regional, county and local agencies necessary for it to operate as a Class III Sanitary Landfill. Such Facility must be in full regulatory compliance with all permits.

4.11.15 Commingling of Collections

Where commercially practicable, each Collection route of the Company must service only Residential, Commercial, and industrial Customers that are within the City's corporate boundaries. Due to meandering boundaries of the City, some Collection routes will necessarily serve neighborhoods that straddle the City-County boundary lines. In these cases, the percentage of waste Collected within each jurisdiction will be assessed, and the City's waste

component will be reported accordingly. Company will submit supporting documentation to City to justify waste allocations, and the City has the right to review and approve waste allocation formulas used by the Company.

4.11.16 Route and Billing Audits

A) Not more than once every two years with respect to the route audit, and not more than once each year with respect to the Billing audit, the City may request the Company to conduct an audit of its Collection routes and Billing practices in the City.

B) The route audit, at a minimum, will consist of an independent physical observation, by a Person other than the route driver, of each Customer in a Multi Family and Single Family Dwelling in the City. The route audit information will include, at a minimum, the following information for each Account:

- Route number
- Truck Number
- Account Name
- Account Number
- Account Service Address
- Service Level per Billing System (Quantity, Size, Frequency)
- Service Level per Routing System
- Observed Containers (Quantity and Size)
- Bin Condition
- Proper Signage
- Graffiti

C) Within 30 days after the completion of the route audit, the Company must submit to the City a report summarizing the results of that route audit. This summary must include:

- A brief overview of the audit process, the Persons performing the audit and their qualifications.
- Identification of the routes.
- Route map.
- Number of Accounts, by route and in total.
- Confirmation of the Collection routes that are dedicated exclusively to servicing Customers within the City's corporate boundaries versus those that may be straddling the City/County boundary lines.
- Number and types of exceptions observed.
- Total monthly Billing, pre-audit and post-audit.

D) The Billing audit will consist of a review of Company's computerized Billing system, through focused searches for all Customers and service types within the City. The systems review will calculate monthly Billings by service type, verify that all Customers are being billed for the actual services received, and verify that charges for services received are consistent with applicable rates established under this Agreement. The Billing audit will provide, at a minimum, the following information:

- Total monthly Billing, pre- and post-audit (subsequent to corrections of identified exceptions).
- Percentage of Billing and service exceptions:
    - Percentage of the number of accounts with errors to the total number of Accounts served.
    - Percentage of the "net" change in monthly Billing as a result of the audit to the total pre-audit monthly Billing.
    - Percentage of the "absolute" change in net monthly Billing as a result of the audit to the total "pre-audit" monthly Billing.

E) Within 30 days after the completion of the Billing audit, the Company must submit to the City a report summarizing the results of that Billing audit. This summary must

include each of the items listed above. The report will also include a brief overview of the audit process, the Persons performing the audit and their qualifications.

F) The route audit and Billing audit reports must also include a description of the changes and the Company's plans to resolve the exceptions. The results of the audit, and supporting back-up data, must be available for review by the City or its representative. If City review indicates that 2% or more of the samples tested are inaccurate, Company must repeat the route audit or Billing audit.

4.11.17 Service Exceptions; Hazardous Waste Notifications

A) **Failure to Collect.** When Solid Waste is not Collected from any Solid Waste service recipient, Company must notify its service recipient in writing, at the time Collection is not made, through the use of a "tag" or otherwise, of the reasons why the Collection was not made. The notice shall be in English and Spanish.

B) **Hazardous Waste Inspection and Reporting.** Company reserves the right to inspect Solid Waste put out for Collection and to reject Solid Waste observed to be contaminated with Hazardous Waste and the right not to Collect Hazardous Waste put out with Solid Waste. Company must notify all agencies with jurisdiction, if appropriate, including the California Department of Toxic Substances Control, local emergency response providers, and the National Response Center, of reportable quantities of Hazardous Waste that are found or observed in Solid Waste anywhere within the City. In addition to other required notifications, if Company observes any substances that it or its employees reasonably believe or suspect to contain Hazardous Wastes unlawfully Disposed of or released on any City property, including storm drains, streets or other public rights of way, Company will immediately notify the City Manager. Company must implement and maintain a training program that will assist its employees in identifying and properly Disposing of any Hazardous Waste that may come into their possession.

C) **Hazardous Waste Diversion Records.** Company must maintain records showing the types and quantities, if any, of Hazardous Waste found in Solid Waste and which was inadvertently Collected from service recipients within the City, but diverted from landfilling.

4.11.18 Over-Loaded Bin Procedures

Company shall follow this procedure to address Customers with overloaded Bins:

1. Company shall digitally photograph overloaded Bins. Company shall empty overloaded Bins.

2. If waste has overflowed and Company must clean up overflow and place it in the Bin for Collection. Company may Bill Customer an extra pickup charge in accordance with the City-approved rate schedule.

3. Company shall mail Customer the photograph with a letter explaining:

   - The overloading incident;
   - Why an extra pickup charge was assessed (if applicable);
   - The requirement for Bins not to be filled to the point where the Bin lid will not close; and,
   - Options to address the issue including a service level increase, Bin locks, and Recycling services.

Company must attempt to contact the Customer and to work with the Customer to prevent on-going overloading issues. If the Customer refuses to address the issue, Company may Bill Customer the overage fee in accordance with the approved rate schedule each time overloading occurs.

Company may not unilaterally increase Company's service levels or install locks without advance approval of the Customer, or City Manager. Customers may appeal any action by Company under this section (including fees or service increase) to the City Manager, and the City Manager's determination shall be final.

ARTICLE 5
BILLING AND OTHER SERVICES

5.1 Services and Customer Billing

5.1.1 Service Description

A) Within 30 days prior to the effective date of any rate change, Company must prepare and distribute, subject to the direction of the City, a notice to all Customers setting forth the rates changed to the Customer, annual holiday schedule, Recycling programs offered, and a general summary of services required to be provided under this Agreement, as well as any optional services that may be provided by the Company. This notice must be in a form that is approved by the City Manager prior to its distribution. The notice may be included in the Billings. The notice may also be included as part of the Company's public education and awareness program described in Subsection 5.3.1. Company will also post the foregoing information on its website.

B) Notwithstanding the above, the Company will provide a notice to all residents and management at a mobile home park at least 90 days prior to the effective date of any rate change, either through mailing, door hangings, or posting on a park bulletin board.

C) For any year during which no rate change is proposed, the Company must prepare and distribute, subject to the direction of the City and no later than July 31, a notice to all Customers setting forth the annual holiday schedule, Recycling programs offered, and a general summary of services required to be provided under this Agreement, as well as any optional services that may be provided by the Company. This notice must be in a form that is approved by the City Manager prior to its distribution. This notice may be included in the Billings. The notice may also be included as part of the Company's public education and awareness program described in Subsection 5.3.1.

5.1.2 Billing

A) Company must provide services pursuant to this Agreement at rates it sets, charges to, and Collects from Customers; provided, however, Company's rates must not exceed those set forth in the attached Exhibit A, which specifies the maximum rates that may be charged by Company for the various service options that may be offered. These maximum rates may be adjusted from time to time in accordance with the terms of this

Agreement. Company must provide all Customers with itemized Bills that detail charges for all services, including charges for late payments, as well as the period of service to which the Bill applies. Company acknowledges that it, and not its Customers, is obligated to pay to the City Franchise Fees and the other fees set forth herein as consideration for this Agreement. Accordingly, Company's Bills must not include any separate itemization of a "Franchise Fee," or other similar designation, that Company is required to pay to City.

B) Company must provide means for Customers to pay in Person, by Mail, or online.

C) Billings to all Residential Accounts may be sent on a quarterly basis in advance; however, Customers may request monthly billing in lieu of quarterly bills. The past due payment date shall not be earlier than the last day of the period for which services are provided. Residential Customers ordering service after the first day of any calendar month will be charged on a prorated daily basis, and Company must reimburse Customers that pay in advance for service not used, on a prorated daily basis, within 30 days after the Customer terminates service. City is not responsible for, nor will it participate in, efforts to Collect amounts due from Customers, and Company must resolve issues relating to Customer non-payment in accordance with Subsection 5.1.4.

D) Billings to Commercial Accounts may be sent in advance on a monthly basis for those Accounts receiving Bin Service and Commercial curbside service, but not earlier than the tenth day prior to the first day of the service period covered by the Billing. The past due payment date shall not be earlier than the last day of the period for which services are provided. Billings to Commercial Accounts may be sent in arrears from time to time for those Accounts receiving Roll-off service.

5.1.3 Discounts

Company must provide the following discounts for services rendered to Customers, and must notify all Customers in writing of the availability and amount of the following discounts at least once each year:

A) A low-income senior citizens' discount of no less than 20% must be given to Customers that (1) are 62 years or older and who qualify as the head of their household, and (2) qualify in accordance with low income criteria established annually by the City.

B) Customers that pay Company annually in advance for service will receive not less than a five percent (5%) discount.

5.1.4 Suspension of Service Due to Non-Payment; Reactivation Fee

A) Once a payment is ninety (90) days past due the invoice date, Company must send the Customer a notice that service will be suspended if payment is not made within an additional 30-day period. Company may suspend a Customer's service only after compliance with the provisions of this subsection. City is not responsible for, nor will it assist with, the Collection of delinquent Accounts. Company is authorized to charge late fees not to exceed 2% per month. Company may send reminder notices during the initial 90-day delinquency period.

B) Company may charge a restart fee in accordance with the approved rate schedule in Exhibit A only if Bins have been removed due to non-payment. Notwithstanding the above, and solely in the event of a Billing dispute, and in order to avoid negatively impacting the public health and safety, Company will continue to provide service to the Customer, if directed to do so by City, without regard to the status of that Customer's account. Payment for such continued services will be negotiated with the City.

5.2 Customer Service

5.2.1 Local Office

Company shall maintain its local office at _____, staffed and open for Customers, at a minimum, from 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. Any changes to the location of the local office must be approved in advance in writing by City Manager. Customers may be able to pay invoices without a surcharge at the local office. A qualified representative of Company must be available during office hours for personal communication with the public. Company shall provide means to provide communication with residents in English and Spanish.

[TO BE UPDATED BASED ON COMPANY'S PROPOSAL]

5.2.2 Customer Service Telephone Requirements

Company must maintain a toll free telephone number that rings at its office within the City during office hours. Bilingual (English and Spanish speaking) personnel must be available during office hours to assist Customers with both personal and telephonic inquiries. Company may utilize a regional call center, provided that the Company's customer service representatives are knowledgeable about the City's solid waste collection system. Company's telephone system must be adequate to handle the volume of calls typically received on the busiest days. Company must also maintain a toll-free telephone number for use by the public at times other than office hours, which number must be published. Company must have a representative, or an answering or message providing/receiving (voice-mail) service, available at the non-office hours telephone number. Calls received at times other than office hours must be responded to on the next business day. Company must provide City with a 24-hour emergency number to contact a live Person, and not voice-mail.

5.2.3 Complaint Documentation

A) Service complaints received by City shall be directed to Company. Company shall keep daily logs of complaints forwarded to it for a minimum of twenty-four (24) months.

B) Company shall log all complaints received, and said log shall include the date and time the complaint was received, the name, address and telephone number of the caller/complainant, a description of the complaint, the name of the employee recording the complaint and the action taken by Company to respond to and remedy the complaint. Log shall also include each instance that Solid Waste and/or Recyclables are not Collected, the form of notification used to inform the participants of the reasons for non-Collection, and the end result or means of resolution of the incident.

C) All written Customer complaints and inquiries shall be date-stamped when received. All complaints shall be initially responded to within one (1) business day of receipt (Monday through Friday). Company shall log action taken by Company to respond to and remedy the complaint.

D) All Customer service records and logs kept by Company that relate to complaints shall be forwarded to the City on a monthly basis. City shall, at any time during regular office hours, have access to Company's Customer service department for purposes that may include monitoring the quality of Customer service or researching Customer complaints.

5.2.4 Resolution of Customer Complaints

A) Disputes between Company and Customers regarding the services provided in accordance with this Agreement may be resolved by City. The City Manager's decision shall be final and binding.

B) If Company and a Customer are unable to establish a mutually-acceptable fee to be charged for special hauling services, the matter may also be determined by the City Manager, and the City Manager's decision will be final.

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

5.2.5 Government Liaison

Company shall designate in writing a "Government Liaison" who shall be responsible for working with City and/or City's designated representative(s) to resolve Agreement-related issues. City shall have the right to approve the Company's choice for a liaison. City shall be notified in advance of any change in Government Liaison. The Government Liaison shall meet with City staff monthly to discuss Agreement-related issues.

5.2.6 Service Liaison/Route Supervisor

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

5.3 Education and Public Awareness

5.3.1 General

Company acknowledges and agrees that education and public awareness are critical, key and essential elements of any efforts to achieve program and Diversion requirements of AB 939. Accordingly, Company agrees to take direction from City to exploit opportunities to expand public and Customer knowledge concerning needs and methods to reduce, reuse and Recycle Solid Waste, and to cooperate fully with City in this regard. Company shall maintain its own program of providing information relevant to needs and methods to reduce, reuse and Recycle

Solid Waste with its Bills. Company's public education materials must be approved in advance by City.

5.3.2 City-Provided Billing Inserts

Company may be requested by the City to reproduce and to include in any Billing, at no additional cost, one sheet of a size that will fit into the Company's Billing envelopes and that sets forth information of the nature described above in Section 5.3.1. City may request Company to perform mailing services and will provide not less than thirty (30) days notice prior to the date of any proposed mailing to enable Company to make arrangements for the inclusion of City's materials in its Billings. City will provide the mailers to Company at least thirty (30) days prior to the mailing date. City will bear the expense of these Billing inserts only to the extent that it is clearly exceeds Company's normal mailing costs for its Billings.

5.3.3 Implementation and On-going Education Requirements

In order to promote public education, in addition to any other materials it develops, Company shall create the following public education materials and programs at Company expense, subject to City approval and input, which will be distributed as indicated below. All of these materials and programs shall be produced and/or available in English and Spanish languages, including pictures wherever applicable. All brochures, mailings, instructional "how-to" packets, and other educational materials are to be approved by City in advance of distribution. A public education plan shall be submitted to City for review within sixty (60) days of the execution of this Agreement. This plan shall address the items described in this section.

- **Initial Mailing** – At least forty-five (45) days prior to the start of Collection service under this Agreement, Company will prepare and mail an initial mailing to all Customers explaining the transition from the existing Solid Waste Handling Service program to the new program as defined by this Agreement. The mailing will describe program changes, route changes if any, dates of program implementation, Recycling and Diversion programs available, and other pertinent information.

- **Instructional "How-to" Packets** – An information packet shall be provided to each Customer at the start of service under this Agreement and to each new Customer throughout the Agreement term. This packet shall: describe available services, including available Recycling and Diversion programs and their benefits; provide instructions for proper use of the Carts and Bins provided (such as how to place Carts or other permitted items for Collection, the types of materials to be placed in each Cart); detail holiday

Collection schedules; and provide Billing and Customer service telephone numbers. This packet will contain updated information on how to use Containers, when, where and how to place Solid Waste for Collection, and who to contact with service or Billing questions, and for Bulky Item pickups.

The packet should also clearly indicate what materials, such as syringes and other HHW, should not be Disposed of in these Containers. This brochure shall include instructions on how Customers should Dispose of HHW and Sharps, such as information on the HHW drop-off Facilities, Sharps program, and other available programs.

- **Newsletter Twice per Year** – At a minimum, Company shall include two newsletters each year to all Accounts in English and Spanish, including information regarding City and Company programs, program changes, Collection schedules, holiday schedules, holiday tree Collection, Bulky Item Collections, proper HHW handling and Disposal options, the environmental, regulatory, and other benefits of participating in Recycling and waste minimization and reuse in general, and Company's Customer service numbers. City has final approval of material to be included in the publication.

- **Article and Press Release Assistance** – Company shall assist the City in preparing articles and press releases related to Solid Waste services and environmental issues upon City request.

- **Corrective Action "Red-Tag" Notice** – Company shall develop a corrective action notification form, or "Red-Tag" notice in both English and Spanish, for use in instances where a Customer sets out inappropriate materials for Collection, that explains the appropriate manner for Disposal of such items.

- **Website** –Company shall develop and maintain a website to enable Customers to contact Company, and to display holiday schedules, Sharps program information, proper HHW Disposal procedures, which materials are to be placed in Recycling Containers, online bill pay options, waste collection and street sweeping schedule maps, and other useful information.

5.3.4 Recycling Coordinator

Company must at all times retain on its staff a Recycling Coordinator who is responsible for conducting waste surveys of Customers and developing site-specific plans for the Recycling and Diversion of Solid Waste generated by Customers. The Recycling Coordinator will routinely visit

civic groups, school assemblies, homeowners' associations, Multi-Family complexes and businesses, to promote and explain the Recycling programs Company offers, and participate in demonstrations and civic events.

5.3.5 Community Events

In cooperation with the City, the Company must participate in and promote Recycling and other Diversion programs at community events and other designated local activities. This participation will normally include providing, without cost to City, Collection of Solid Waste and Recyclables at the event and the distribution of educational information promoting the goals of the City's Solid Waste Diversion and Recycling program.

5.3.6 Mobile Phone Application

Company shall fund and support the continuing use of the City's iPhone and Android compatible mobile phone application, MyWaste, or other City approved vendor. At a minimum, the application shall allow users to receive reminders of their respective Solid Waste Collection and street sweeping days (technology permitting). Company agrees to fund the continued development of the application and the continued availability of the application unless Company and the City agree that the application if not appropriately meeting the community's needs, or the lack of agreed upon vendor availability. The annual funding amount is identified in Section 3.6.

5.4 Waste Generation/Characterization Studies

Upon City request and not more than once per year, at no additional cost to the City, Company must periodically perform Solid Waste generation and Disposal characterization studies to comply with the requirements of AB 939. Company will participate and cooperate with City and its agents in conducting studies, collecting data, and preparing reports, as needed and as directed by City, to determine weights and volumes of Solid Waste that is Collected and to characterize Solid Waste that is generated, Disposed, transformed, diverted, or otherwise processed, by Customer type (Single-Family, Multi-Family, Commercial), to satisfy the requirements of AB 939. If the City's Diversion rate is less than 50 percent, and if waste generation and characterization studies are required by the CalRecycle, the Company will perform the required studies more frequently than once per year if requested by the City.

5.5 City's Approval

All press releases, reports, or other documents prepared by Company that are intended to be distributed to the public concerning Solid Waste and Recycling programs in the City are subject to the prior review and approval of the City Manager.

ARTICLE 6
COMPANY COMPENSATION AND RATES

6.1 General

6.1.1 Compensation

The compensation provided for in this Article 6 constitutes the full compensation due to the Company under this Agreement for all labor, equipment, materials, supplies, taxes, insurance, bonds, overhead, Disposal, transfer, profit and all other things necessary to perform all services required by this Agreement.

6.1.2 Duties

The Company must perform the duties described in this Agreement in consideration of the right to receive compensation for such services rendered at maximum rates authorized from time-to-time by the City.

6.2 Initial Rates

Company's rates will be effective on July 1, 2018, and must not exceed the maximum rates set forth in Exhibit A, unless adjusted in accordance with Sections 6.3 and 6.4. Unless and until the maximum rates set forth on Exhibit A are adjusted, the Company must provide the services required by this Agreement, charging no more than the maximum rates authorized by Exhibit A, except as provided herein and in Sections 6.3 and 6.4.

6.3 Schedule of Future Adjustments

6.3.1 Request Submittal

Beginning with the Rate Year starting July 1, 2019 and on each July 1 thereafter, the rates set forth in Exhibit A shall be adjusted in accordance with the rate adjustment methodology set forth below. Company shall submit to the City's Director of Finance, not less than sixty (60) days prior to the effective date of the proposed adjustment, information in support of the adjustment. The City's Director of Finance shall review the information submitted by the Company for completeness and accuracy, and the parties agree to negotiate in good faith regarding any dispute. Notwithstanding the above, no rate adjustment pursuant to this Section 6.3 shall exceed a total of 5%. To the extent that a rate adjustment otherwise allowable is not

granted due to this limitation, any excess above five percent (5%) shall be rolled over and applied to subsequent rate adjustments (provided that no subsequent rate adjustment would exceed five percent (5%)). If an adjustment results in a rate decrease, then the City shall maintain the current rates and rollover the rate decrease to the next rate adjustment; the intent is to ensure subsequent rate increases shall be offset with any decrease not previously implemented.

6.4 Method of Adjustments

6.4.1 General

Pursuant to Section 6.3, Company may request an adjustment to the maximum rates according to the method described below, subject to review and approval of City. All future adjustments approved under Sections 6.3 and 6.4 are to be effective July 1.

City may, but is not required to, implement the rate adjustment if Company does not request it.

6.4.2 Rate Adjustment Calculation

The approved Company Compensation shall be based upon the percentage change in the average annual published Consumer Price Index ("CPI"), for Trash and Garbage Collection (CUUR0000SEHG02), U.S. City average, as published by the United States Department of Labor, Bureau of Labor Statistics, between the calendar year ended the December prior to the Rate Year anniversary date, and the calendar year ended the prior December. For example, for the first rate increase effective July 1, 2019, the change in indices shall be measured as the percentage change from the average of the monthly indices for calendar year 2017 to the average of the monthly indices for calendar year 2018. An example calculation is included in Exhibit B-2. If the index is discontinued, an alternative index must be approved by the City Manager.

6.5 Extraordinary Adjustments

Company may request an adjustment to maximum rates in the event of extraordinary changes in the cost of providing service under this Agreement. Extraordinary rate adjustments may be requested no more than once per year. Reasons for such extraordinary rate adjustment requests shall <u>not</u> include changes in Recyclable Material or Organic Waste tipping fees or processing costs, changes in the market value of Recyclables from the values assumed in Company's Proposal, discontinuance of Diversion credit for any form of Transformation or

closure of any such Facility (see Section 4.8), changes to costs or programs related to Organics Recycling programs as described in Section 4.7.2, inaccurate estimates by the Company of its proposed cost of operations, unionization of Company's work force, costs of compliance with AB 1826, AB 1594, or AB 341, or change in wage rates or employee benefits.

Company may request an extraordinary adjustment based upon changes after, and unanticipated as of, the Effective Date in a direct per ton fee assessed by federal, State or local regulatory agencies at the landfill(s) approved and used for waste Disposal under this Agreement. Extraordinary rate adjustments shall only be effective after approval by City Council and may not be applied retroactively.

For each request for an adjustment to the maximum rates that Company may charge Customers brought pursuant to this section, Company shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Company in preparing the estimate. Company shall also submit a schedule showing how its total costs and total revenues have changed over the past three (3) years for the services provided under this Agreement.

City may request a copy of the Company's annual financial statements, both covering the services provided in the City and the Company as a whole, in connection with the City's review of Company's rate adjustment request. City shall review the Company's request and, in City's sole judgment and absolute, unfettered discretion, make the final determination as to whether an adjustment to the maximum rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment. City may consider increases or decreases in the Company's total revenues and total cost of services when reviewing an extraordinary rate adjustment request. City may require Company to fund a review of any extraordinary rate adjustment, by a third party of the City's choosing, up to $35,000 per request.

ARTICLE 7
REVIEW OF SERVICES AND PERFORMANCE

7.1 Performance Review Meeting

City may hold a meeting or a public hearing annually to review Company's Solid Waste Collection efforts, source reduction, processing and other Diversion services and overall performance under this Agreement (the "Solid Waste Services and Performance Review Meeting"). The purpose of the Solid Waste Services and Performance Review Meeting is to provide for a discussion and review of technological, economic, and regulatory changes in Collection, source reduction, Recycling, processing and Disposal to achieve a continuing, advanced Solid Waste Collection, source reduction and Recycling and Disposal system; and to ensure services are being provided by Company with adequate quality, effectiveness and economy, and in full compliance with the terms of this Agreement. Topics for discussion and review at the Solid Waste Services and Performance Review Meeting shall include, but shall not be limited to, services provided, feasibility of providing new services, application of new technologies, Customer complaints, amendments to this Agreement, developments in the law, new initiatives for meeting or exceeding program and Diversion goals, regulatory constraints, results of route audits, and Company performance. City and Company may each select additional topics for discussion at any Solid Waste Services and Performance Review Meeting.

City shall notify Company of its intent to hold a Solid Waste Services and Performance Review Meeting at least ninety (90) days in advance thereof. Forty-five (45) days after receiving notice from City of a Solid Waste Services and Performance Review Meeting, Company shall submit a report to City which may contain such information as it wished to have considered, and shall contain the following:

A) Current Diversion rates and a report on Company's outreach activities for the past year.

B) Recommended changes and/or new services to improve City's ability to meet waste Diversion goals and to contain costs and minimize impacts on rates. A specific plan for compliance with State Diversion goals shall be included.

C) Any specific plans for provision of new or changed services by Company.

The reports required by this Agreement regarding Customer complaints shall be used as one basis for review of Company's performance, and Company may submit other relevant performance information and reports for consideration at the Solid Waste Services and

Performance Review Meeting. In addition to the above, City may request Company to submit any other specific information relating to its performance for consideration at the Solid Waste Services and Performance Review Meeting, and any Customer may submit comments or complaints during or before the Meeting, either orally or in writing. Company shall be present at and participate in the Solid Waste Services and Performance Review Meeting.

As a result of its findings following any Solid Waste Services and Performance Review Meeting, City may require Company to provide expanded or new services within a reasonable time and City may direct or take corrective actions for any performance inadequacies (although nothing contained in this provision should be construed as requiring City to hold a Solid Waste Services and Performance Review Meeting in order to enforce any rights or remedies it has pursuant to the terms hereof. Should City require expanded or new services as a remedy for Company's failure to perform its obligations hereunder, no additional compensation shall be due for such services. Otherwise, any new or expanded services required of Company shall be subject to the provisions of Section 2.10.

7.2 Performance Satisfaction Survey

If requested by the City, but not more than once every two contract years, Company will create and conduct a survey at Company's expense in preparation for any Solid Waste Services and Performance Review Meeting held pursuant to Section 7.1, or for other City uses. City shall notify Company of its desire for such a survey at least ninety (90) days in advance of the Solid Waste Services and Performance Review Meeting, or other City deadline for results. The purpose of the survey is to determine Customer satisfaction with current Collection services and Customer service provided by Company and/or for the consideration of changes in/additions to Solid Waste service offered. The Survey will be distributed to a minimum of ten percent (10%) of the Residential Customers and ten percent (10%) of the Commercial Customers, selected at random. City may instruct Company to send out separate Single Family and Multi-Family/Commercial surveys. City will have final approval over content and format; City may edit Company's draft or draft the survey itself. Company must receive written approval of the surveys' content and format, and the distribution list, from the City prior to mailing. City may require that Company have Customer responses to the survey returned directly to City. If the survey is conducted for the Solid Waste Services and Performance Review Meeting, the survey results shall be made available to the City thirty (30) days prior.

7.3 Interim Review

When numerous complaints are received, or where the reliability or quality of the exclusive Solid Waste Handling Services are in doubt, the City has the right to compel the Company to report on the performance of such services in order to protect the public against substandard services.

7.4 Special Evaluation Sessions

The City may hold special evaluation sessions at any time upon fifteen (15) days notice. The Company will be notified of the date, place, time, and topics to be discussed. These sessions will be open to public.

ARTICLE 8
RECORDS, REPORTS AND INFORMATION REQUIREMENTS

8.1 General

Company shall maintain such accounting, statistical and other records related to its performance under this Agreement as shall be necessary to develop the financial statements and other reports required by this Agreement. Also, Company agrees to conduct data collection, information and record keeping, and reporting activities needed to comply with applicable laws and regulations, to meet the reporting and Solid Waste program management needs of City, and to evaluate progress on meeting the City's sustainability and environmental objectives. To this extent, such requirements set out in this and other articles of this Agreement shall not be considered limiting or necessarily complete. In particular, this article is intended to only highlight the general nature of records and reports and does not precisely define what records and reports are to be submitted, or their content. Further, with the written direction or approval of City, the records and reports to be maintained and provided by Company in accordance with this and other Articles of the Agreement shall be adjusted in number, format, or frequency.

8.2 Records

8.2.1 General

Company shall maintain records required to conduct its operations, to support requests it may make to City, and to respond to requests from City in the conduct of City business. Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as a fire, theft and earthquake. Electronically maintained data/records shall be protected and backed up to the satisfaction of the City. All records shall be maintained for five (5) years, and shall continue to be available for five (5) years after the expiration of this Agreement, except as otherwise provided in this Agreement. After minimum holding periods are met, Company will notify City ninety (90) days before destroying records to provide the City with option of receiving the records instead.

Company agrees that the records of any and all companies conducting operations addressed in the Agreement shall be provided or made available to City and its official representatives during normal business hours. Account histories shall be accessible to the City by computer for a minimum of five (5) years. City may review or utilize any of the records described in this

section. Such records include, but are not limited to, financial, Solid Waste, CERCLA and Disposal records.

8.2.2 Financial Records

Company shall maintain financial records relating to its operations pursuant to this Agreement separate and segregated from such records relating to its other operations.

Company shall maintain at least the following records:

- Audited financial statements for Company or, if a guarantee was provided, for the parent Company guarantor as a whole;
- Financial statements (compiled, reviewed or audited) of revenue and expense for this Agreement segregated from the other operations of Company (including without limitation those operations of Company in City and surrounding jurisdictions which are not covered by this Agreement), including a description of segregation methodology; and,
- Complete descriptions of related party transactions (corporate and/or regional management fees, intercompany profits from transfer, processing or Disposal operations).

8.2.3 Solid Waste Records

Company shall maintain and make available to the City upon request the following records relating to its operations pursuant to this Agreement:

A) Customer services and Billing/City payment records;

B) Records of tons Collected, processed, diverted and Disposed by waste stream (Refuse, Recycling and Green Waste), by Customer type (Cart, Residential Bin, Commercial and Roll-off Box), and the Facilities (Transfer Station, MRF, or landfill) where such material was taken.

C) Company shall code Customer records in manner which easily identifies them as Residential vs. Commercial.

D) Quantity of Recyclable Materials recovered by material type, as well as quantity of material diverted from landfills in compliance with AB 939;

E) Bulky Item and special event tonnages, including tons Disposed and diverted;

F) Routes;

G) Facilities, equipment and personnel used;

H) Facilities and equipment operations, maintenance and repair;

I) Number and type of Refuse, Recycling and Green Waste Containers in service by Container type (Cart, Residential Bin, Commercial Bin, Roll-Off Box) and size;

J) Complaints; and,

K) Missed pickups.

8.2.4 CERCLA Defense and Disposal Records

The Company must maintain records of the Disposal of all Solid Waste Collected in the City during the term of this Agreement, including all extensions. If the Company ceases to provide Solid Waste services to the City, the Company must submit to the City Manager all records of the Disposal or processing of Solid Waste Collected in the City within 45 days after discontinuing service. These records must be in a chronological and organized form and capable of being readily interpreted.

The City views the ability to defend against CERCLA, State Hazardous Substance Law, and related litigation as a matter of great importance. For this reason, the City regards the ability to prove where Solid Waste Collected in the City was taken for Disposal, as well as where it was not taken, to be matters of concern. Company shall maintain data retention and preservation systems that can establish where Solid Waste Collected in the City was landfilled (and therefore establish where it was not landfilled) and provide a copy of Disposal and other reports required in Section 8.2.3 for five (5) years after the term during which Collection services are to be provided pursuant to this Agreement, or to provide copies of such records to the City. Company shall continue to retain records in accordance with Section 8.2.3 for five (5) years, and Disposal records for twenty-five (25) years, after the term during which Collection services are to be provided pursuant to this Agreement. Company agrees to notify the City's Risk Manager and the City Attorney at least ninety (90) days before destroying such records. This provision shall survive the expiration of the period during which Collection services are to be provided under this Agreement.

8.2.5 Other Program Records

Records for other programs shall be tailored to specific needs. In general, they shall include:

A) Plans, tasks, and milestones; and,

B) Accomplishments in terms such as dates, activities conducted and numbers of participants and responses; and,

C) Records relating to programs or other activities undertaken by Company pursuant to the Agreement that may help City to complete reporting related to the City's sustainability and environmental objectives.

8.2.6 Audit

City will conduct a bi-ennial audit of Company as described below and additionally may conduct other audits at any time. The scope of the audit and auditing party will be determined by City, and the scope may include, but is not limited to, compliance with terms of this Agreement, Customer service levels and Billing, fee payments to City, Gross Receipts, tonnage and verification of Diversion rate.

Company will fund biennial audits as described in Section 3.5, with the first audit fee due to the City by December 31, 2019. The first audit, to be performed during 2020, will be based on the Company's reports and records from the start of service (July 1, 2018) through December 31, 2019. Biennial audits will be performed every other year thereafter. The audit scope of work will be determined by the City.

Should an audit conducted or authorized by the City disclose that fees payable by Company were underpaid by three percent (3%) or more, that tonnage was misreported by three percent (3%) or more, or that more than three percent (3%) of the Customers were inaccurately Billed based on the auditor's sampling for the period under review, City may expand the scope of the audit and recover additional audit costs from the Company.

8.2.7 Payments and Refunds

If an audit discloses that the Franchise Fees payable by the Company were underpaid, or that Customers were overcharged for the period under review, Company must pay to City any underpayment of Franchise Fees, or refund to Company's Customers any overcharges, within 30 days following the date upon which the audit report is issued. Undercharges may not be

billed in arrears for more than 90 days of service, and any remaining undercharges must be absorbed by the Company. If an audit discloses that Franchise Fees were overpaid, City will credit those amounts against future Franchise Fees payable by Company. Company credit for overpayment of City fees shall be limited to three (3) years. Company shall pay interest to the City for any underpayment or overcharges at an annual rate of ten percent (10%).

8.3 Reports

8.3.1 Report Formats and Schedule

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed, that can be used, among other things, to:

1. Establish rates and evaluate the efficiency of operations.

2. Evaluate past and current progress towards achieving State Diversion goals.

3. Determine the needs for adjustments to Solid Waste programs.

4. Evaluate Customer service and complaints.

Company may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by City. In addition to submitting all reports on paper, Company agrees to submit all reports in an electronic format approved by City, compatible with City's software/computers at no additional charge.

Monthly reports must be submitted within 25 calendar days after the end of each month. Quarterly reports must be submitted within 45 calendar days after the end of a calendar quarter. If requested, the Company's complaint summary that is referenced in Section 5.2.3, must be sent to the City Manager within five days of request. Annual reports must be submitted before January 31 of each year, except for the annual financial statement required of the Company or the Company's parent corporation under Section 8.3.5, which will be provided when made generally available to the public.

All reports shall be submitted to:

City Manager
City of Palmdale
38300 Sierra Highway, Suite A
Palmdale, CA 93550

8.3.2 Monthly Reports

The monthly report shall include, at a minimum:

A) The Solid Waste tonnage Collected by Company, sorted by Customer type (Cart, Bin and Roll-off Box), the type of Solid Waste Collected and diverted (e.g. Refuse, Recycling, Organic Waste) in tons, and the Facilities where the tons were processed or Disposed.

B) Red-tag report of Solid Waste not properly set out and/or rejected for Collection per Sections 5.3.3 and 4.11.17.(a), including warning notices issued for contaminated Solid Waste Containers.

C) Invoicing and related reports for the Residential Used Oil Collection Program per Section 4.2.6.

D) Customer service records and logs that relate to complaints per Section 5.2.3.

Note: Monthly Franchise Fee payment statement due per Article 3 shall be submitted separately, accompanying the fee payment.

8.3.3 Quarterly Reports

The quarterly report shall include, at a minimum, the information otherwise reported monthly, plus the following:

A) Materials recovered. Statement showing types of Recyclable materials Collected and the quantity sold (in tons)

B) Narrative summary of problems encountered and actions taken with recommendations for City, as appropriate.

C) Copies of Hazardous Waste Diversion records showing types and quantities, if any, of Hazardous Waste that was inadvertently Collected, but diverted from landfilling.

E) List of waste audits performed and businesses contacted regarding Recycling and Diversion. All Diversion efforts, such as outreach programs conducted, events planned, and public education activities should also be described.

F) Street Sweeping. Routes swept, curb miles swept, total miles swept, dates swept, quantity of street sweeping debris Collection, and citizen complaints and the resolution of each complaint.

F) Other information or reports that City may reasonably request or require.

8.3.4 Annual Report

The annual report shall include, at a minimum, the information otherwise reported monthly and quarterly, plus the following:

A) A summary of all Franchise Fees and other fees paid to the City, and the basis upon which those Franchise Fees and other fees have been determined.

B) Number of Residential and Commercial Accounts billed by the Company, including the number of accounts participating in the Recycling program.

C) Copies of promotional and public education materials sent during the year.

D) Information regarding the number of accounts participating in the mandatory Commercial Recycling program and the mandatory Commercial Organics Recycling program, including the number and listing of accounts not in compliance with the mandatory State requirements.

E) Annual Diversion summary documenting tons Collected and Diverted to determine whether Company achieved the minimum Diversion goal for hauler-Collected Solid Waste required under Section 4.8.2.

F) Other information or reports that County or City may reasonably request or require.

The form and content of any other financial reports requested by the City will be mutually agreed upon by the parties. All documents and reports required under this subsection, or any other provisions of this Agreement, will be prepared and submitted at the Company's sole expense.

The Company's failure, refusal or neglect to prepare and submit any of the reports required by this subsection, or the inclusion of any materially false or misleading statement or representation in any such report, may be deemed a material breach of this Agreement.

8.3.5 Financial Report

The City may, at City's option, request and be provided with Company's financial reports/statements for the most recently completed fiscal year in connection with any audit,

extraordinary rate adjustment request, or verification of other information required under this Agreement.

The financial statements and footnotes shall be prepared in accordance with Generally Accepted Accounting Principles ("GAAP") and audited, in accordance with Generally Accepted Auditing Standards ("GAAS"), by a certified public accountant ("CPA") licensed (in good standing) to practice public accounting. The cost of preparation of the financial statements and audit shall be borne by Company as a direct cost of service.

In addition to the above audited financial statements, Company shall provide to City the supplemental schedule of results of operations in the City on a compiled basis. The supplemental schedule will show Company's specific revenues and expenses in connection with the operations provided for in this Agreement, separated from operations in other geographical areas. The supplemental schedule need not be audited; however, the total results of Company's operations per the supplemental schedule must agree to the audited financial statements.

8.4 Reporting Adverse Information

Company shall provide City two (2) copies (one to the City Manager, one to the City Attorney) of all reports, pleadings, applications, notifications, notices of violation, communications or other material relating in any way to Company's performance of services pursuant to this Agreement, submitted by Company to, or received by Company from, the United States or California Environmental Protection Agency, CalRecycle, the Securities and Exchange Commission or any other federal, State or local agency, including any federal or State court. Copies shall be submitted to City within thirty (30) days of receipt by Company, or sooner if reasonably apparent that to do so is materially relevant; any responses by Company shall be submitted to City simultaneously with Company's filing or submission of such matters with said agencies. Company's routine, scheduled correspondence to said agencies need not be routinely submitted to City, provided there is nothing included in such routine correspondence that could be considered adverse, but such correspondence shall be made available to City promptly upon City's written request.

8.5 Right to Inspect Records

City shall have the right to inspect or review the specific documents or records required expressly or by inference pursuant to this Agreement, or any other similar records or reports of Company or its Affiliates that City shall deem, in its sole discretion, necessary to evaluate

annual reports, and Company's performance provided for in this Agreement. Company shall make all records and documents to be reviewed and inspected by City as a part of any audit or other record review conducted by City, available for City's review, inspection and copying within five (5) days of receiving written notice from City requesting the same.

8.6 Failure to Report

The refusal or failure of Company to file any required reports, or to provide required information to City, or the inclusion of any materially false or misleading statement or representation by Company in such report shall be deemed a material breach of the Agreement as described in Section 11.1 and shall subject Company to all remedies which are available to the City under Agreement or otherwise.

8.7 Compliance with "Red Flag Rules"

The Federal Trade Commission ("FTC") and other federal regulatory agencies have recently published rules and guidelines for regulating identity theft. The regulations implement Sections 114 and 315 of the Fair and Accurate Credit Transaction Act of 2003, 15 U.S.C. sections 1681a et seq. The FTC's rules are known as the "Red Flag Rules" (16 C.F.R. Part 681).

The Rules apply to cities and other local governmental entities that are considered to be "creditors" that maintain "covered accounts." A "creditor," for purposes of the Rules, is any entity that provides goods or services for which payment by the customer is deferred. A "covered account," for purposes of the Rules, is an account designed to permit multiple payments or transactions, such as utility accounts where there is a reasonable risk to customers of identity theft. Local governmental entities considered "creditors" under the Rules must develop and implement an identity theft prevention program that is designed to detect, prevent and mitigate identity theft in connection with the "covered accounts."

Company is advised of these consumer protection provisions that apply to the City. In order to ensure Solid Waste Customers receiving service under this Agreement are similarly protected, Company shall comply with all similar identity theft protection rules applicable to private companies and shall at a minimum implement a protection program substantially equivalent to that required by these "Red Flag Rules."

ARTICLE 9
INDEMNIFICATION, INSURANCE AND BONDS

9.1 Defense of Agreement

Company agrees to, and shall timely, take all actions that are reasonably necessary to defend the validity and enforceability of this Agreement and shall pay all costs related to such defense. Company shall defend, indemnify, protect and hold harmless, the City, its officers, agents and employees from any and all claims, actions or proceedings to attack, set aside, void, annul or seek monetary damages resulting from City's selection of Company through the Request for Proposal process and its approval of this Agreement (including its compliance with CEQA) in the award to Company. The City shall promptly notify Company of any such claim, action, or proceeding. The City and Company shall meet in good faith in an effort to come to a mutual agreement for a joint defense; provided that the City shall be entitled to select legal counsel of its choice to conduct the defense if an agreement cannot be reached. Company's obligations to pay all costs, defend, indemnify, protect and hold harmless under this section shall not be altered in the event City retains separate counsel and shall also include reimbursement to City for time spent by its in-house City attorneys responding to the litigation.

Notwithstanding any specific terms in the foregoing, this defense of the Agreement provision shall be interpreted to be consistent with Public Resources Code section 40059.2 and specifically shall be subject to the restrictions set forth in subsections (c) and (d) therein.

9.2 Indemnification

Company hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, commissions, officers, employees, consultants and agents (collectively, "Indemnitees") from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit in law or equity of any and every kind and description (including, but not limited to, injury to and death of any Person and damage to property, or for contribution or indemnity claimed by third parties) arising or resulting from and in any way connected with (1) the negligence or willful misconduct of Company, its officers, employees, agents, contractors and/or subcontractors in performing services under this Agreement; (2) the failure of Company, its officers, employees, agents, contractors and/or subcontractors to comply in all respects with the provisions of this Agreement, applicable laws (including, without limitation, the Environmental Laws), ordinances and regulations, and/or applicable permits and licenses; (3)

the acts of Company, its officers, employees, agents, contractors and/or subcontractors in performing services under this Agreement for which strict liability is imposed by law (including, without limitation, the Environmental Laws). The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death or damage is also caused in part by any of the Indemnitees' negligence, but shall not extend to matters resulting from the Indemnitees' sole negligence, or willful misconduct. Company further agrees to and shall, upon demand of City, at Company's sole cost and expense, defend (with attorneys acceptable to City) the Indemnitees against any claims, actions, suits in law or equity or other proceedings, whether judicial, quasi-judicial or administrative in nature, arising or resulting from any of the aforementioned events, and to reimburse City for any and all costs and expenses City incurs in providing any such defense, either before, during or after the time Company elects to provide such defense, including any and all costs incurred in overseeing any defense to be provided herein by Company.

Company, upon demand of City, made by and through the City Attorney, shall protect City and appear in and defend the Indemnitees in any claims or actions by third parties, whether judicial, administrative or otherwise, including, but not limited to disputes and litigation over the definitions of "Solid Waste" or "Recyclable Material," the scope of the rights granted herein, conflicts between the rights granted herein and rights asserted by other Persons, or the limits of City's authority with respect to the grant of licenses, or agreements, exclusive or otherwise, or asserting rights under the United States or California Constitutions or any federal or State law to provide Solid Waste Handling Services in the City.

If the City exercises its option under Section 2.11, in writing, to direct Refuse to another landfill that is not owned or operated by Company or its Affiliates, or a landfill that has not been previously used by Company in performance of this Agreement, then this indemnity shall not apply to that portion of the waste that the City has redirected. Waiver of this indemnification will not apply to residue left over from processing activities that is Disposed, even if the City directs waste to a particular processing facility.

THE PROVISIONS OF THIS SECTION SHALL NOT TERMINATE OR EXPIRE, SHALL BE GIVEN THE BROADEST POSSIBLE INTERPRETATION AND SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

9.3 Hazardous Substances Indemnification

A. Without regard to any insurance coverage or requirements, and without limiting the above general indemnification obligation in any way, Company specifically agrees to and shall, to the maximum extent permitted by law, defend (with counsel acceptable to City), reimburse, indemnify, and hold harmless Indemnitees from and against any and all claims, actions, liabilities, damages, demands, judgments, losses, costs, liens, expenses, suits, actions, attorneys' fees, consultant fees, penalties and any and all other losses, damages, fees and expenses of whatever kind or nature ("Claims") (including but not limited to response costs, investigative costs, assessment costs, monitoring costs, treatment costs, cleanup costs, removal costs, remediation costs, and similar costs, damages and expenses) that arise out of, or are alleged to arise out of, or in any way relate to any action, inaction or omission of Company that:

1. Results in any demand, claim, notice, order, or lawsuit, asserting that any Indemnitee is liable, responsible or in any way obligated to investigate, assess, monitor, study, test, treat, remove, remediate, or otherwise clean up, any Hazardous Contaminant (as defined herein); or

2. Relates to material Collected, transported, Recycled, processed, treated or Disposed of by Company.

B. Company's obligations pursuant to this section shall apply, without limitation, to:

1. Any Claims brought pursuant to or based on the provisions of any Environmental Law;

2. Any Claims based on, or arising out of, or alleged to be arising out of the ownership, use, lease, sale, design, construction, maintenance or operation of Company of any Facility;

3. Any Claims based on or arising out of or alleged to be arising out of the marketing, sale, distribution, storage, transportation, Disposal, processing or use of any materials recovered by Company;

4. Any Claims based on or arising out of, or alleged to be arising out of, any breach of any express or implied warranty, representation or covenant arising out of or in connection with this Agreement.

C. The foregoing indemnity and defense obligations shall apply irrespective of the negligence or willful misconduct of Company or any Affiliate of Company.

D. For purposes of this section, the term "Hazardous Contaminant" shall mean any Hazardous Substance, any Hazardous Waste, any crude oil or refined or unrefined petroleum product or any fraction or derivative thereof; and any asbestos or asbestos-containing material. The term "Hazardous Contaminant" shall also include any and all amendments to any referenced statutory or regulatory provisions made before or after the date of execution of this Agreement.

E. If the City exercises its option under Section 2.11, in writing, to direct Refuse to another landfill that is not owned or operated by Company or its Affiliates, or a landfill that has not been previously used by Company in performance of this Agreement, then this indemnity shall not apply to that portion of the waste that the City has redirected. Waiver of this indemnification will not apply to residue left over from processing activities that is Disposed, even if the City directs Solid Waste to a particular processing facility.

F. THE PROVISIONS OF THIS SECTION SHALL NOT TERMINATE OR EXPIRE, SHALL BE GIVEN THE BROADEST POSSIBLE INTERPRETATION AND SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

9.4 CalRecycle Indemnification and Guarantee

A. Company represents that it is familiar with City's waste characterization studies done annually, and as set forth in City's Source Recovery and Recycling Element ("SRRE"). It further warrants and represents that it has the ability to and will provide sufficient programs and services to ensure City will meet or exceed the Diversion requirements (including, without limitation, amounts of Solid Waste to be diverted, time frames for Diversion, and any other requirements) set forth in AB 939, with respect to that portion of the Solid Waste generated in City that is the subject of this Agreement.

B. Company agrees to indemnify and hold harmless City from and against all fines and/or penalties imposed by CalRecycle in the event the source reduction and Recycling goals or any other requirement of AB 939, including the requirements added by AB 341, AB 1826, or AB 1594 are not met by City with respect to the waste stream Collected under this Agreement. This indemnity does not apply to AB 939 compliance for activities which are not within the Company's scope of work under this Agreement.

C. This indemnification obligation shall be interpreted to be consistent with and implement the terms of California Public Resources Code section 40059.1. This obligation of Company is

specifically subject to the restrictions in subsection (C)(1) through C(5) thereof including the proportional apportionment of fault provision.

9.5 Insurance

Company shall procure and maintain during the entire Term of this Agreement the following types of insurance, and shall maintain the following minimum levels of coverage, which shall apply to any claims which may arise from or in connection with Company's performance hereunder or the actions or inactions of any of Company's officers, agents, representatives, employees, or subcontractors in connection with Company's performance. The insurance requirements hereunder in no way limit Company's various defense and indemnification obligations, or any other obligations as set forth herein.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. The most recent editions of Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 00 01).

2. The most recent editions of Insurance Services Office form number CA 00 01 covering Automobile Liability, code 1 "any auto" and endorsement CA 00 25.

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

B. Minimum Limits of Insurance. Company shall maintain in force for the term of this Agreement limits no less than:

1. Comprehensive General Liability: Ten Million Dollars ($10,000,000) limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit will apply separately to this project location or the general aggregate limit will be twice the required occurrence limit.

2. Automobile Liability: Ten Million Dollars ($10,000,000) limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars ($1,000,000) per accident.

4. Property insurance in the amount of no less than One Million Dollars ($1,000,000) written with a special form endorsement including theft.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects City, its officials, employees and agents; or (2) Company shall procure a bond, in an amount not to exceed Two Hundred Fifty Dollars ($250,000), guaranteeing payment of losses and related investigations, claim administration, and defense in the amount of those deductibles or self- insured retentions.

If Company has standardized corporate insurance policies, or self-insurance programs, which are applicable to multiple franchises and contracts, for which the deductible and retention provisions herein are not available, City may in its discretion accept alternate financial assurances to guarantee payment of losses and related investigations, claims administration and defense in the amount of those deductibles.

D. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

   a) City, its elective and appointive boards, commissions, officials, employees, agents and volunteers are to be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Company; products and completed operations of Company; Premises owned, leased or used by Company; or vehicles owned, leased, hired or borrowed by Company. The coverage shall contain no special limitations on the scope of protection afforded to City, its elective and appointive boards, commissions, officials, employees, agents or volunteers.

   b) Company's insurance coverage shall be primary insurance as respects City, its elective and appointive boards, commissions, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its officials, elective and appointive boards, commissions, employees, agents or volunteers shall be excess of Company's insurance and shall not contribute with it.

c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, elective and appointive boards, commissions, employees, agents or volunteers.

d) Coverage shall state that Company's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e) The Commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Company (as the named insured) should Company fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Company understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Company as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Company's behalf upon the Company's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Company for breach of this Agreement in addition to any other damages incurred by City due to the breach.

2. Workers' Compensation and Employers Liability Coverage - The insurer shall agree to waive all rights of subrogation against City, its officials, elective and appointive boards, commissions, employees, agents and volunteers for losses arising from work performed by Company for City.

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

4. Commercially Available Insurance – In the event any of the coverages required above are reasonably demonstrated by Company to not be commercially available within the solid waste industry or in this locality, Company may request

modifications of these coverage requirements. Such modifications may be approved by the City in its sole discretion.

E. Acceptability of Insurers. The insurance policies required by this section shall be issued by an insurance company or companies authorized to do business in the State of California and with a rating in the most recent edition of Best's Insurance Reports of size category VII or larger and a rating classification of A or better.

F. Verification of Coverage. Company shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this clause. Such certificates shall show the type and amount of coverage, effective dates and dates of expiration of policies, and shall have all required endorsements. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by or acceptable to City and are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies at any time.

Renewal certificates will be furnished periodically to City to demonstrate maintenance of the required coverage throughout the Term.

G. Companies and Subcontractors. Company shall include all companies and subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each contractor and subcontractor. All coverages for companies and subcontractors shall be subject to all of the requirements stated herein.

H. Required Endorsements

1. The Workers' Compensation policy shall contain an endorsement in substantially the following form:

   "Thirty (30) days prior written notice by certified mail, return receipt requested, shall be given to City in the event of cancellation. Such notice shall be sent to:

   City Manager
   City of Palmdale
   38300 Sierra Highway, Suite A
   Palmdale, CA 93550

2. The Public Liability policy shall contain endorsements in substantially the following form:

a) "Thirty (30) days (or ten (10) days in the event of cancellation for non-payment) prior written notice shall be given to City in the event of cancellation of this policy. Such notice shall be sent to:

City Manager
City of Palmdale
38300 Sierra Highway, Suite A
Palmdale, CA 93550

b) "The City, its officers, elective and appointive boards, commissions, employees, and agents are additional insureds on this policy."

c) "This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by City, including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only."

d) "Inclusion of City as an insured shall not affect City's rights as respects any claim, demand, suit or judgment brought or recovered against Company. This policy shall protect Company and City in the same manner as though a separate policy had been issued to each, but this shall not operate to increase Company's liability as set forth in the policy beyond the amount shown or to which Company would have been liable if only one party had been named as an insured."

e) "The City, as additional insured, shall be permitted to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Company (as the named insured) should Company fail to pay the SIR or deductible requirements. "

I. Other Insurance Requirements

1. The Company must provide thirty (30) days prior written notice by certified mail, return receipt requested to the City Manager of any reduction in coverage or nonrenewal of the workers compensation and public liability policies required by the City in Section 9.5.

2. The Company must comply with all requirements of the insurers issuing policies. The carrying of insurance will not relieve the Company from any obligation under this Agreement. If any claim exceeding the amount of any deductibles or self-

insured reserves is made by any third party against the Company, or any company or subcontractors, on account of any occurrence related to this Agreement, the Company must promptly report the facts in writing to the insurance carrier and to the City.

3. If Company fails to procure and maintain any insurance required by this Agreement, City may take out and maintain, at Company's expense, such insurance as it may deem proper and deduct the cost thereof from any moneys due Company.

9.6 Faithful Performance Bond

9.6.1 The Company must maintain a faithful performance bond ("Performance Bond") in the amount of One Million and Two Hundred Fifty Thousand Dollars ($1,250,000) for the protection of the City. The Performance Bond must be on terms acceptable to the City Manager and the City Attorney and in substantially the form attached as Exhibit E to this Agreement. The Performance Bond will serve as security for the faithful performance by Company of all of its obligations under this Agreement.

9.6.2 Upon Company's failure to pay the City any amount owing under this Agreement, the Performance Bond may be assessed by the City for purposes including, but not limited to:

A. Reimbursement of costs borne by the City to correct violations of the Agreement not corrected by Company, after City provides notice in accordance with Section 11.1.

B. To provide monetary remedies or to satisfy damages assessed against the Company due to a material breach of this Agreement.

9.6.3 Company must deposit a sum of money or a replacement instrument sufficient to restore the Performance Bond to its original amount within 30 days after notice from the City that any amount has been withdrawn from the Performance Bond. Failure to restore the Performance Bond to its full amount within 30 days will constitute a material breach of this Agreement. Company will be relieved of the foregoing requirement to replenish the Performance Bond during the pendency of an appeal from the City's decision to draw on the Performance Bond.

9.6.4 If the Performance Bond is drawn upon, all of City's costs of collection and enforcement of the provisions relating to the Performance Bond called for by this section, including reasonable attorneys' fees and costs, will be paid by Company.

9.6.5 Any decision or order of City under this section may be appealed by Company through the procedures provided by Article 11 of this Agreement.

9.7 Performance Security Beyond Service Term

Some Agreement requirements extend beyond the Term and other requirements, such as minimum Diversion rates per Section 4.8, will not be substantiated until after the final service date. Therefore, Company shall not terminate the Performance Bond, and will renew them to ensure continuous availability to the City, until receiving a written release from the City. The Performance Bond will automatically expire at the end of twenty-four (24) months after the end of the Term, unless City has notified Company in writing as to a specific contractual area of concern yet to be resolved, instructing Company to retain all or a portion of the Performance Bond. Neither permission from the City to discontinue holding the Performance Bond, nor permitted expiration after twenty-four (24) months, shall relieve Company of payments to the City that may be due, or may become due.

9.8 Property Damage

Any physical damage caused by the negligent or willful acts or omissions of employees of Company to public or private property must be repaired or replaced by Company at Company's sole expense, excluding normal wear and tear.

9.9 Pavement Damage

Company is responsible for damage to City's driving surfaces, whether paved or not paved, beyond normal wear and tear, caused by the Company's vehicles. Company understands that performance under this Agreement may involve the operation of its Collection vehicles over private roads and streets. Disputes between Company and its Customers concerning damage to private pavement are civil matters, and complaints of damage received by the City will be referred to Company as a matter within the scope of Section 9.2. The Company will obtain permission to enter upon private streets within the City. The Company may provide special services to Residential Accounts that are adjacent to private streets, such as scout service, at the rates set forth in Exhibit A.

9.10 Periodic Adjustments

If the amount of insurance coverage or other specified obligations of Company under this Agreement are proposed to be increased at specified intervals during the term of the Agreement, any such increase will be based upon changes in the Consumer Price Index ("CPI"), All Urban Consumers, U.S. City average, as published by the United States Department of Labor, Bureau of Labor Statistics.

ARTICLE 10
CITY'S RIGHT TO PERFORM SERVICE

10.1 General

In the event that Company, for any reason whatsoever, fails, refuses or is unable to Collect, Recycle, process, transport or Dispose of any or all Solid Waste as required by this Agreement, at the time and in the manner provided in this Agreement, for a period of more than three (3) consecutive business days except where arising from a material breach of the Agreement by the City or an event described in Article 11.4 (excluding a strike or labor unrest directed at Company), and if, as a result thereof, Solid Waste should accumulate in City in a manner that endangers or menaces the public health, safety or welfare, then City shall have the right, but not the obligation, upon notice to the Company and during the period of such emergency as determined by the City: (1) to perform, or cause to be performed by a third party, such services itself with its own or other personnel without liability to Company; and/or (2) to take possession of any or all of Company's land, equipment and other property used or useful in the Collection and transportation of Solid Waste, and to use such property, directly or through contracting with a third party, to Collect and transport any Solid Waste generated within City which Company would otherwise be obligated to Collect, transport and properly Dispose of or process pursuant to this Agreement.

Notice of City’s determination to effect its rights under this Section may be given orally by telephone to Company at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to Company within twenty-four (24) hours of the oral notification. All actions that may be taken by City under this Article 10 may be taken directly, or through City contracting with a third-party.

Company further agrees that in such event:

A. It will take direction from City to effect the transfer of possession of equipment and property to City for City's use, or for use by any Person or entity designated by the City.

B. It will, if City so requests, keep in good repair and condition all of such equipment and property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain said property in operational condition.

C. City may immediately engage all or any personnel necessary or useful for the Collection and transportation of Solid Waste, including, if City so desires, employees previously or then employed by Company. Company further agrees, if City so requests, to furnish City the services of any or all management or office personnel employed by Company whose services are necessary or useful for Solid Waste Collection, transportation, processing and Disposal operations and for the Billing and Collection of fees for these services.

City agrees that it assumes complete responsibility for the proper and normal use of such equipment and facilities while in its possession.

If the interruption or discontinuance in service is caused by any of the reasons listed in Section 11.4, City shall pay to Company the reasonable rental value of the equipment and Facilities, possession of which is taken by City, for the period of City's possession, if any, which extends beyond the period of time for which Company has rendered Bills in advance of service, for the class of service involved. If the interruption or discontinuance in service is caused by any other reason, regardless of City's implementation of options under this Agreement, City may consider this a default.

10.2 Billing and Compensation to City During City's Possession

Company agrees that it shall reimburse City for any and all costs and expenses incurred by City beyond revenue Billed and received by City in taking over possession of the above-mentioned equipment and property for Solid Waste service in such manner and to an extent as would otherwise be required of Company under the terms of this Agreement. Such reimbursement shall be made from time to time after submission by City to Company of each statement listing such costs and expenses, but in no event later than five (5) working days from and after each such submission.

10.3 City's Right to Relinquish Possession

It is further mutually agreed that City may at any time at its discretion relinquish possession of any or all of the above-mentioned property to Company and thereupon demand that Company resume the Solid Waste Handling Services as provided in this Agreement, whereupon Company shall be bound to resume the same.

10.4 City's Possession Not A Taking

It is expressly agreed between the Parties that City's exercise of its rights under this article; (1) does not constitute a taking of private property for which compensation must be paid, (2) shall not create any liability on the part of City to Company, and (3) does not exempt Company from any of the indemnity and insurance provisions of this Agreement, which are meant to extend to circumstances arising under this section provided that Company is not required to indemnify City against claims and damages arising from the sole negligence of City, its elective and appointive boards, commissions, officers, employees and agents in the operation of Collection vehicles during the time City has taken possession of such vehicles.

10.5 Duration of City's Possession

City's right pursuant to this Article to retain temporary possession of Company's Facilities and equipment, and to render Collection services, shall terminate when City determines that such services can be resumed by Company, or when City no longer reasonably requires such property or equipment. In any case, City has no obligation to maintain possession of Company's property or equipment and/or continue its use for any period of time and may at any time, in its sole discretion, relinquish possession to Company.

ARTICLE 11
DEFAULT, REMEDIES AND LIQUIDATED DAMAGES

11.1 Notice of Deficiencies

A. **Notice of Deficiencies; Response.** If the City's designated representative ("Coordinator") determines that Company's performance is not in material conformity with the provisions of this Agreement, the California Integrated Waste Management Act (including, but not limited to, requirements for Diversion, source reduction and Recycling related to the waste stream subject to this Agreement) or any other applicable federal, State, or local law or regulation, including but not limited to, the laws governing transfer, storage or Disposal of solid and Hazardous Waste, the Coordinator may advise Company in writing of those deficiencies, specifying the deficiency in reasonable detail. The Coordinator, in any written notification of deficiencies, will set a reasonable time within which Company must respond. Unless the circumstances require correction and response within a shorter period of time, Company must respond to the written notification of deficiencies within thirty (30) days from its receipt of that written notice. Company may request additional time to correct deficiencies. City may approve reasonable requests for additional time.

B. **Review by Coordinator: Notice of Appeal.**

1. The Coordinator will review any written response from Company and decide the matter. If the Coordinator's decision is adverse to Company, the Coordinator may order remedial actions to cure any deficiencies, assess the performance bond referred to in Section 9.6, or invoke any other remedy in accordance with this Agreement. If the Coordinator determines that there has been a material breach and that termination is the appropriate remedy, then the Coordinator may recommend to the City Council that this Agreement be terminated. The Coordinator must promptly inform Company of the Coordinator's decision. If the decision is adverse to Company, the Coordinator must inform Company, in writing, of the specific facts found and evidence relied upon, the legal basis for the Coordinator's decision, and any remedial action taken or ordered. An adverse decision by the Coordinator will be final and binding on Company unless Company files a "Notice of Appeal" with the City Clerk (with copies to the City

Manager and City Attorney) within forty-five (45) days of receipt of the Coordinator's notification of the adverse decision.

2. In any "Notice of Appeal," Company must state its factual contentions and include any relevant affidavits, documents, photographs, or videotapes that Company may choose to submit. In addition, Company must include its legal contentions, citing provisions of the Agreement or applicable law to support those contentions.

C. **Review by City Manager: Appeal.**

1. Within 30 days of receipt by the City Clerk of a "Notice of Appeal," the City Manager will decide the matter. If the City Manager's decision is adverse to Company, the City Manager may order remedial actions to cure any deficiencies, assess the performance bond provided under Section 9.6, or invoke any other remedy in accordance with this Agreement, except for termination. If the City Manager determines that there has been a material breach and that termination is the appropriate remedy, the City Manager may recommend that the City Council terminate the Agreement. In addition to the foregoing actions, the City Manager may refer the matter to the City Council for proceedings in accordance with Sections 11.2 and 11.3. The City Manager must promptly inform Company of the City Manager's decision. If the decision is adverse to Company, the City Manager must inform Company, in writing, of the specific facts found and evidence relied on, the legal basis for the City Manager's decision, and any remedial action taken or ordered.

2. An adverse decision by the City Manager will be final and binding unless Company files a "Notice of Appeal to the City Council" with the City Clerk (and serves a copy, by mail, on the City Manager and the City Attorney) within 30 days of receipt of the decision of the City Manager. A "Notice of Appeal to the City Council" must state the factual basis and all legal contentions and must include all relevant evidence, including affidavits, documents, photographs, or videotapes that Company may choose to submit.

11.2 City Council Hearing

If a matter is referred by the City Manager to the City Council, or an adverse decision of the City Manager is appealed to the City Council by Company, the City Council must set the matter for an administrative hearing and act on the matter. If the City Council elects to hear the matter, the City Clerk must give Company fourteen (14) days written notice of the time and place of the administrative hearing. At the hearing, the City Council will consider the administrative record, consisting of the following:

A. A staff report from the City Manager, summarizing the proceedings to date and outlining the City Council's options.

B. The Coordinator's written notification of deficiencies.

C. Company's response to the notification of deficiencies.

D. The Coordinator's written notification to Company of adverse decision.

E. Company's "Notice of Appeal".

F. The City Manager's written notification to Company of adverse decision.

G. The "Notice of Appeal to the City Council."

11.3 City Council Determination

Based on the administrative record, the City Council will determine by resolution whether the decision or order of the City Manager should be upheld, including any recommended termination of the Agreement. If, based upon the administrative record, the City Council determines that the Company's performance is in material breach of any term of this Agreement, or violates any provision of any applicable federal, State, or local statute or regulation, the City Council, in the exercise of its discretion, may order Company to take remedial actions to cure the breach or impose any other remedy in accordance with this Agreement. The City Council may not terminate this Agreement unless it determines that Company is in breach of a material term of this Agreement, or a material provision of any applicable federal, State, or local statute or regulation. Company's performance under this Agreement is not excused during the period of time prior to a final determination on whether Company's performance is in material breach of this Agreement, or during the period of time set by City for Company to discontinue all or a portion of its service under this Agreement. The

decision or order of the City Council will be final and binding but without prejudice to Company's right to pursue such remedies as may be available under applicable law.

11.4 Events of Default

All provisions of this Agreement to be performed by Company are considered material. Each of the following (by way of example and not as an exhaustive list) shall constitute an event of default by the Company.

A. Fraud or Deceit or Misrepresentation. If the Company engages in, or attempts to practice, any fraud or deceit upon City or makes a misrepresentation regarding material information to City.

B. Insolvency or Bankruptcy. If Company becomes insolvent, unable, or unwilling to pay its debts, files a bankruptcy petition or takes steps to liquidate its assets.

C. Failure to Maintain Insurance Coverage and Valid Permits and Licenses. If Company fails to provide or maintain in full force and effect the Workers' Compensation, liability, or indemnification coverage, as well as valid permits and licenses as required by this Agreement.

D. Violations of Regulation. If Company violates any orders or filings of any regulatory body having jurisdiction over Company relative to this Agreement, provided that Company may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of the Franchise and this Agreement shall be deemed to have occurred until a final decision adverse to the Company is entered.

E. Failure to Pay. Failure to make any payments required under this Agreement, including, but not limited to, Franchise Fee payments.

F. Failure to Cooperate with Audits. Failure to complete, perform or cooperate with any audit as described by this Agreement.

G. Failure to Submit Reports or Documentation. Failure to complete or to provide required information, reports and/or documents to City as required by this Agreement.

H. Acts or Omissions.

A. Any act or omission by Company relative to the services provided under this Agreement which violates the terms, conditions, or requirements of this Agreement, or AB 939,

or any law, statute, ordinance, order, directive, rule, or regulation issued pursuant to AB 939 shall constitute a default by Company. Any failure to correct or remedy any such violation within the time set in the written notice of the violation or, if Company cannot reasonably correct or remedy the breach within the time set forth in such notice, if Company should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter, shall constitute a default by Company.

B. Any situation in which Company or any of its officers, directors or employees is found guilty of any crime related to the performance of this Agreement, or of any crime related to anti-trust activities, illegal transport or Disposal of hazardous or toxic materials, or bribery of public officials shall constitute a default by Company. The term "found guilty" shall be deemed to include any judicial determination that Company or any of Company's officers, directors or employees is guilty as well as any admission of guilt by Company or any of Company's officers, directors or employees including, but not limited to, the plea of "guilty", "nolo contendere", "no contest", and "guilty to a lesser charge."

I. False or Misleading Statements. Any representation or disclosure made to City by Company in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement.

J. Attachment. The seizure of, attachment of, or levy on, the operating equipment of Company, including, without limits, its equipment, maintenance or office Facilities, or any part thereof.

K. Suspension or Termination of Service. If Company ceases to provide all or a portion of the Collection, processing or Recycling services, or any other Solid Waste Handling Services as required under this Agreement (including, without limitation, failure to provide service due to labor unrest including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action, unless all requirements of Section 11.7 are met) for three (3) or more consecutive days.

L. Failure to Provide Assurance of Performance. If Company fails to provide reasonable assurances of performance as required under Section 11.9.

M. Commingling of Recyclables With Refuse / Landfilling of Recyclables. If Company empties Containers of properly set out Recyclable Materials or Green Waste into a Refuse load,

or transports Recyclable Materials or Green Waste to a landfill or other location at which the material will not be diverted from landfilling (with the exception of Green Waste used as alternative daily cover provided full Diversion credit is received).

N. Failure to Meet Section 4.8.2 Diversion Goal. Failure to meet the minimum Recycling requirements identified in Section 4.8.2 for two (2) consecutive calendar years.

Company shall have five (5) business days from the time it is given notification by City to cure any default arising under subsections E, F, G, J, K and L, provided, however, that City shall not be obligated to provide Company with a notice and cure opportunity if Company has committed the same or similar breach within a twenty-four (24) month period. It is expressly understood that Company is not entitled to receive notice of default, or to cure such default, with respect to those matters listed in subsections A, B, C, D, H, I, M, and N above, and the City, if it chooses, may immediately begin termination proceedings per Section 11.5 below.

11.5 Right to Terminate Upon Default and Right to Specific Performance

If Company commits a material breach included in Section 11.4 above (and, if permitted to cure, does not cure it within the five days), City shall be entitled to unilaterally terminate this Agreement or impose other such sanctions (which may include financial sanctions, temporary suspensions or any other conditions it deems appropriate short of termination) as it shall deem proper. Should City decide to terminate this Agreement upon a default by Company, City shall have the right to do so upon giving ten (10) days' notice to Company, and shall not be required to take any further action (such as holding any hearing, bringing any suit or taking any other action.)

City may seek to revoke or suspend this Agreement for violation of any other provisions of this Agreement in accordance with the Palmdale Municipal Code.

City's rights to terminate this Agreement and to take possession of Company's Facility and/or equipment are not exclusive, and City's termination of this Agreement shall not constitute an election of remedies. Instead, such remedies shall be in addition to any and all other legal and equitable rights and remedies which City may have.

By virtue of the nature of this Agreement, the urgency of timely continuous and high- quality service, the time required to effect alternative service, and the rights granted by City to Company, the remedy of damages for a breach hereof by Company is inadequate and City shall

be entitled to seek injunctive relief and/or specific performance of any breach of this Agreement.

11.6 Liquidated Damages

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

B. Service Performance Standards; Liquidated Damages for Failure to Meet Standards. The Parties further acknowledge that consistent, reliable Solid Waste Handling Service is of utmost importance to City and that City has considered and relied on Company's representations as to its quality of service commitment in entering this Agreement with it. The Parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Company fails to achieve the performance standards, or fails to submit required documents in a timely manner, City and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which City will suffer. Therefore, without prejudice to City's right to treat such breaches as an event of default under this Article 11, the Parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages for such specific breaches, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the

accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

Company	City
Initial Here_____	Initial Here_____

Company agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below:

1. Collection Reliability

   a) For each failure to deliver service Carts to a new Customer account within five (5) days after order, which exceeds three (3) such failures per calendar year: $100.00

   b) For each failure to Collect Solid Waste, which has been properly set out for Collection, from an established Customer account or accounts, on the scheduled Collection day and not Collected by the end of the next business day, which exceeds fifteen (15) such failures annually: $25.00 per occurrence per account

   c) For each failure to Collect Solid Waste, which has been properly set out for Collection, from the same Customer on two (2) consecutive scheduled pickup days: $50.00

   d) For each twenty-four hour period (excluding Sundays and holidays identified in Section 4.11.1), or portion thereof, for which Company is late in delivering a temporary Roll-Off Box or Bin in accordance with Section 4.3.2: $50.00

2. Collection Quality

   a) For each occurrence of failure to clean up Solid Waste spilled from Solid Waste Containers (except where caused by overloading or tipping/spilling by Customer) that exceeds ten (10) such occurrences per calendar year: $100.00

   b) For each occurrence of Collecting Solid Waste during unauthorized hours which exceeds five (5) such occurrences per calendar year: $100.00

c) For failure to meet vehicle requirements such as leaks, cleanliness, requirement to carry fire extinguisher, or maximum age limits that exceeds ten (10) such failures annually:

$100.00 for each occurrence or daily usage, as the case may be

d) For each occurrence of failure to close Bin lid after emptying Containers (with the exception of any Bin Customers that may prefer to leave the lid open) which exceeds ten (10) such occurrences per calendar year: $10.00

e) For each occurrence in violation of the City's noise ordinance which exceeds ten (10) per calendar year: $150.00

f) For each failure to clean up Solid Waste spilled from Solid Waste Containers within ninety (90) minutes which exceeds ten (10) such failures per calendar year: $150.00

3. <u>Customer Responsiveness</u>

a) For each failure to initially respond to a Customer complaint within one (1) business day in accordance with Section 5.2.3, and for each additional day in which the complaint is not addressed, which exceeds five (5) per calendar year: $100.00

b) For each failure to process Customer complaints as required by Section 5.2.3, which exceeds five (5) per calendar year: $100.00

c) For each failure to promptly accept any Customer call due to the lack of adequate staff fluent in English and Spanish that exceeds ten (10) such occurrences annually: $100.00

d) For each failure to remove graffiti from Containers, or to replace with Containers bearing no graffiti, within twenty-four (24) hours (except Sundays and holidays) of request from City or Customer, which exceeds five (5) per calendar year: $100.00

e) For each failure to repair or replace a damaged or missing Container within two (2) business days of request from City or Customer, which exceeds five (5) per calendar year: $ 50.00 per day

f) For each failure to process a claim for damages within thirty (30) days from the date submitted to Company: $100.00

g) For each additional thirty (30) day increment of time in which Company has failed to process a claim for damages within thirty (30) days from the claim date: $100.00

4. Government Liaison Responsiveness

a) For each failure to initially respond to a City inquiry within two (2) business days that exceeds three (3) per Rate Year in accordance with Section 5.2.5: $50.00

b) For each failure to meet monthly with City staff to discuss Agreement-related issues in accordance with Section 5.2.5: $100.00

5. Diversion Efforts

a) For each calendar year in which Company fails to provide support to the City within thirty (30) days of year-end, documenting that it diverted at least the minimum tonnage required by Section 4.8 under this Agreement: $25.00 for each ton below tonnage level necessary to meet Diversion goal

b) For every Recycling or Green Waste Container Collected as Refuse without issuing a red tag per Section 5.3.3 which exceeds ten (10) failures per calendar year: $25.00 per Cart

6. Timeliness of Submissions to City

a) Any report shall be considered late until such time as a correct and complete report is received by City. For each calendar day a monthly, quarterly, or annual report, or the Franchise Fee calculation support statement, or any other report required under this Agreement, is late, the daily liquidated damage amount shall be: $100.00 per day

b) For failure to respond to a letter from the City regarding a performance matter within five (5) working days from receipt of letter: $300.00 per day

7. Accuracy of Billing

Each Customer invoice that is not prepared in accordance with the City's approved rate schedule, or includes charges not identified on the City-approved rate schedule or otherwise approved in writing by the City, in excess of ten (10) invoices annually, and that are not accurately corrected in the next Billing run:

$25 per invoice, not to exceed $2,500 per Billing run

8. Cooperation with Service Provider Transition

a) For each day routing information requested by City Manager in accordance with Section 12.8 is received after City-established due dates, both for preparation of a request for proposals and for new service provider's implementation of service :

$1,000.00/day

b) For each day delivery of keys, access codes, remote controls, or other means of access to Solid Waste Containers is delayed beyond one (1) day prior to new service provider servicing Customers with access issues, as described in Section 12.8:

$1,000.00/day

c) For delay in not meeting the requirements contained in Sections 4.11.16 (route audit) and 12.8 in a timely manner, in addition to the daily liquidated damages for breach under 7(a) and 7(b) above, liquidated damages of: $10,000.00

9. General Contract Adherence

For each day that Company fails to provide services required under the Agreement, or comply with terms of the Agreement, five (5) business days after receipt of written notification from City that such services are not being provided or terms are not being met: $100.00 per day

10. Failure to Implement Contingency Plan for Labor Unrest

In the event of labor unrest, for each day the Company fails to carry out the provisions set forth in the City approved contingency plan required by Section 11.7.2:

$2,000 per day during the second week of labor unrest;

$4,000 per day during the third week of labor unrest;

$6,000 per day during the fourth week of labor unrest and thereafter.

11. Facility Development

For each month past _____ that the Company is unable to permit and operate a new solid waste facility as described in Section __:

[Section to be added if facility(ies) are proposed. Dollar amount to be negotiated.]

City Manager may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or investigation of Customer complaints.

Prior to assessing liquidated damages, City Manager shall give Company notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Company may review (and make copies at its own expense) all information in the possession of City Manager relating to incident(s)/non-performance. Company may, within ten (10) days after receiving the notice, request a meeting with City Manager. Company may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. City Manager will provide Company with a written explanation of its determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of City Manager shall be final.

C. Amount. City Manager may assess liquidated damages for each calendar day or event, as appropriate, that Company is determined to be liable in accordance with this Agreement.

D. Appeal. For impositions of Liquidated Damages in an amount less than Five Thousand Dollars ($5,000.00), the City Manager's decision is final and binding. If the imposition is Five Thousand Dollars ($5,000.00) or greater, the Company may Appeal the City Manager's decision to assess following the process set forth in Article 11.1.C.2 and 11.2 and 11.3.

E. Timing of Payment. Company shall pay any liquidated damages assessed by City Manager within ten (10) days after they are assessed. If they are not paid within the ten (10) day period, City may proceed against the performance bond required by the Agreement or find Company in default and terminate this Agreement pursuant to Section 11.2, or both.

11.7 Excuse from Performance

11.7.1 Force Majeure

The Parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of floods, earthquakes, other natural disasters, war, civil insurrection, riots, acts of any government (including judicial action), and other similar catastrophic events which are beyond the control of and not the fault of the party claiming excuse from performance hereunder.

11.7.2 Labor Unrest

Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by the Company's employees or directed at the Company will be considered an excuse from performance to the extent that Company meets the terms of this Section 11.7. Notwithstanding other remedies to which the City shall be entitled under this Agreement in event of failure to perform, in the event of Company's failure to perform, or anticipated failure to perform, due to labor unrest, Company shall:

1) Provide a contingency plan to the City Manager within ninety (90) days of the execution of this Agreement demonstrating how services will be provided during the period of labor unrest. The contingency plan is subject to City approval, and Company shall amend the plan to meet City requirements, including reasonably demonstrating how City's basic Collection and sanitary needs will be met to the City's satisfaction. Plan shall address, at a minimum, the priority of Collection by Customer type (residents, hospitals, restaurants, nursing homes, etc.) and waste streams, additional Collection options to be provided (drop-off sites, etc.), source of additional personnel to be utilized, and detailed communications procedures to be used.

2) Notify City Manager sixty (60) days prior to the expiration of its drivers' labor agreement.

3) Meet the requirements agreed to in the contingency plan.

4) Meet requirements of 11.7.3 below.

Company shall meet all requirements under this Section or City may choose to revoke this excuse from performance offered under this Agreement and may choose to use enforcement provisions under this Agreement, including Sections 11.1, 11.2, 11.3, and 11.6 in which case

Company is not excused from performance and Company shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events.

11.7.3 Procedures In Event of Excused Performance

The party claiming excuse from performance under Section 11.7.1 or 11.7.2 shall, within two (2) business days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this section. Throughout service disruption, Company shall:

1) Provide City with a minimum of daily service updates.

2) Notify Customers on a real-time basis as to alternative Collection procedures. At a minimum, Company shall update its website and shall provide ongoing updates to City for use on its website. Should enhanced contact technologies become available, Company shall use such methods upon approval from City.

The interruption or discontinuance of the Company's services caused by one or more of the events excused shall not constitute a default by the Company under this Agreement. Notwithstanding the foregoing, however, if the Company is excused from performing its obligations hereunder for any of the causes listed in this section for a period of thirty (30) days or more, the City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days' notice.

11.8 Notice, Hearing and Appeal of City Breach

(A) Administrative Hearing. Should Company contend that City is in breach of any aspect of this Agreement, it shall give notice to the City Manager requesting an administrative hearing on the allegation. A hearing officer shall be appointed by the City Manager, and the hearing shall occur as soon as reasonably possible, or on such date as mutually agreed by the City Manager. The hearing officer shall make an advisory ruling on Company's allegations, and suggest a remedy if a breach by City is determined to exist. The hearing officer's ruling shall be advisory only.

(B) Other Remedies; Claims. Company shall be entitled to all available remedies in law or equity for City's breach of this Agreement; provided, however, Company shall not file or otherwise commence any action against City, in law or equity, in any court, until after an administrative hearing as set forth above has been completed, and a thirty (30) day period

to accept the hearing officer's decision has passed, or either City or Company has given timely written notice to the other that it will not accept the hearing officers decision.

(C) Actions for Damages. As a prerequisite to the filing and maintenance of any action for damages by Company against City arising out of this Agreement, Company shall present a claim to City, as required by Government Code section 910 et seq, within thirty (30) days of the date of the occurrence giving rise to the claim for damages.

11.9 Assurance of Performance

City may, at its option and in addition to all other remedies it may have, demand from Company reasonable assurances of timely and proper performance of this Agreement, in such form and substance as City may require. If Company fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by City, such failure or refusal shall be an event of default.

ARTICLE 12
OTHER AGREEMENTS OF THE PARTIES

12.1 Relationship of Parties

The Parties intend that Company shall perform the services required by this Agreement as an independent contractor engaged by City and not as an officer or employee of City, nor as a partner of or joint venture with City. No employee or agent or Company shall be or shall be deemed to be an employee or agent of City. Except as expressly provided herein, Company shall have the exclusive control over the manner and means of conducting the Solid Waste Handling Services performed under this Agreement, and all Persons performing such services. Company shall be solely responsible for the acts and omissions of its officers, employees, Affiliates, contractors, subcontractors and agents. Neither Company nor its officers, employees, Affiliates, contractor, subcontractors and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to City employees by virtue of their employment with City.

12.2 Compliance with Law

In providing the services required under this Agreement, Company shall at all times, at its sole cost, comply with all applicable laws and regulations of the United States, the State of California, and any federal, State, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued or amended, including but not limited to the payment of prevailing wage, if applicable.

12.3 Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

12.4 Jurisdiction

Except for those matters where Federal Courts have exclusive jurisdiction, any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits.

With respect to venue, the Parties agree that this Agreement is made in and will be performed in Los Angeles County.

12.5 Assignment

Except as may be provided for in Article 10 (City's Right to Perform Service), Company shall not assign its rights, nor delegate, subcontract or otherwise transfer its obligations under this Agreement (collectively referred to as an “assignment”) to any other Person without the prior written consent of City. Any such assignment made without the consent of City shall be void and the attempted assignment shall constitute a material breach of this Agreement. An assignment to an affiliate that is 100% owned by the same parent company as Company, has the same guarantor, and maintains the same local management and employees, is exempt from the provisions of this section. Any disputes between the City and Company as to whether the provisions of this section apply shall be decided by the City Manager in his/her sole and unfettered discretion.

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

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

among others, in choosing Company to perform the services to be rendered by Company under this Agreement.

If Company requests City's consideration of and consent to an assignment, City may deny or approve such request in its sole and absolute discretion. Any request for an assignment must be approved by the City Manager, and no request by Company for consent to an assignment need be considered by City unless and until Company has met (or with respect to matters that would only occur upon completion of the assignment if approved, made reasonable assurances that it will meet) the following requirements:

A) Company shall pay City its reasonable expenses for attorney's fees and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment. An advance payment towards expenses may be requested by City prior to City consideration of any assignment request and Company shall be responsible to pay all costs incurred by City in considering a request for assignment, including those in excess of the aforesaid deposit amount, regardless of whether City consents to the assignment.

B) Company shall pay a transfer fee to the City equal to one percent (1%) of the annual Gross Receipts for the most recent twelve (12) months prior to the effective date of the change of ownership, multiplied by the number of remaining years, or fraction thereof, under this Agreement. (This requirement will not be required in the event of an assignment to an Affiliate of Company);

C) Company shall furnish City with audited financial statements for itself, and the proposed assignee's operations for the immediately preceding three (3) operating years. (This requirement shall not be required of an Affiliate.)

D) Company shall furnish City with a pro-forma financial statement (income statement and balance sheet) for the proposed assignee with the projected results of operations assuming that the assignment is completed. Such pro-forma financial statement shall reflect any debt to be incurred by the assignee as part of the acquisition of Company’s operations. (This requirement shall not be required of an Affiliate.)

E) Company shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of Solid Waste management experience on a scale equal to or exceeding the scale of operations conducted by Company under this Agreement; (ii) that

in the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any federal, State or local agency having jurisdiction over its Solid Waste management operations due to any significant failure to comply with State, federal or local Environmental Laws and that the assignee has provided City with a complete list of any such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its Solid Waste management practices in accordance with sound Solid Waste management practices in full compliance with all federal, State and local laws regulating the Collection and Disposal of Solid Waste including Hazardous Substances; and, (v) of any other information required by City to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

Under no circumstances shall City be obliged to consider any proposed assignment by City if Company is in default at any time during the period of consideration. Should City consent to any assignment request, such assignment shall not take effect until all conditions relating to City's approval have been met.

12.6 Contracting or Subcontracting

Company shall not utilize any subcontractors, in direct interaction with City Customers or City staff, for the performance of the services under this Agreement, except with the consent of the City Manager, which may be withheld or delayed at its sole and absolute discretion.

12.7 Binding on Assigns

The provisions of this Agreement shall inure to the benefit to and be binding on the permitted assigns (if any) of the Parties.

12.8 Cooperation in Preparation for Termination or Expiration of Contract

Prior to, and at, the end of the Term or in the event this Agreement is terminated for cause prior to the end of the Term, Company shall cooperate fully with City and any subsequent Solid Waste enterprise it designates to assure a smooth transition of Solid Waste Handling Services. Company's cooperation shall include, but not be limited to, providing route lists, Billing information and other operating records needed to service all Premises covered by this Agreement. Cooperation is required in a timely manner to assist with the City's preparation of a request for proposals or a new agreement, as well as at the time of transition. The failure to

cooperate with City following termination shall be conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant.

Company shall provide a new service provider with all keys, security codes and remote controls used to access garages and Bin enclosures. Company shall obtain any Customer approvals, if required, to transfer such means of access to the new service provider in a timely manner, and shall provide to City and new service provider the names, service address, and contact information for any Customers who refuse to provide such authorization. Company shall be responsible for coordinating transfer immediately after Company's final pickups, so as not to disrupt service. Company shall provide City with detailed route sheets containing service names and addresses, Billing names and addresses, monthly rate and service levels (number and size of Containers and pickup days) at least ninety (90) days prior to the transition date, and provide an updated list two (2) weeks before the transition and a final list of changes the day before the transition. Company shall provide means of access to the new service provider at least one (1) full business day prior to the first day of Collection by another party, and always within sufficient time so as not to impede in any way the new service provider from easily servicing all Containers.

12.9 Parties in Interest

Nothing in this Agreement, whether express or implied, is intended to confer any rights on any Persons other than the Parties to it and their representatives, successors and permitted assigns.

12.10 Waiver

The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach of violation of the same or any other provision. The subsequent acceptance by either Party of any moneys which become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other Party of any provision of this Agreement.

12.11 Company's Investigation

Company has made an independent investigation (satisfactory to Company) of the conditions and circumstances surrounding the Agreement and the work to be performed by it.

12.12 Condemnation

City fully reserves the rights to acquire Company's property utilized in the performance of this Agreement, by purchase or through the exercise of the right of eminent domain. This provision is additive, and not intended to alter the rights of the Parties set forth in Article 10.

12.13 Notice

All notices, demands, requests, proposals, approvals, consents and other communications which this Agreement requires, authorizes or contemplates shall be in writing and shall either be personally delivered to a representative of the Parties at the address below or be deposited in the United States mail, first class postage prepaid, addressed as follows:

If to City:

City Manager
City of Palmdale
38300 Sierra Highway, Suite A
Palmdale, CA 93550
_____

If to Company: _____
_____
_____
_____

The address to which communications may be delivered may be changed from time to time by a written notice given in accordance with this section.

Notice shall be deemed given on the day it is personally delivered or, if mailed, three (3) days from the date it is deposited in the mail.

12.14 Representatives of the Parties

References in this Agreement to the "City" shall mean the City Council and all actions to be taken by City shall be taken by the City Council except as expressly provided herein. The City Council may delegate, in writing, authority to the City Manager, and/or to other City employees and may permit such employees, in turn, to delegate in writing some or all of such authority to subordinate employees. Company may rely upon actions taken by such delegates if they are within the scope of the authority so delegated to them.

Company shall, by the Effective Date, designate in writing a responsible officer who shall serve as the representative of Company in all matters related to the Agreement and shall inform City in writing of such designation and of any limitations upon his or her authority to bind Company. City may rely upon action taken by such designated representative as actions of Company unless they are outside the scope of the authority expressly delegated to him/her by Company as communicated to City.

12.15 City Free to Negotiate with Third Parties

City may investigate all options for the Collection, transporting, Recycling, processing and Disposal of Solid Waste for periods during which this Agreement has expired or been terminated. Without limiting the generality of the foregoing, City may solicit proposals from Company and from third parties for the provision of Solid Waste Handling Services which are the subject of this Agreement, including without limitation Collection services, Disposal services, Recycling services, Green Waste services and processing, and any combination thereof, and may negotiate and execute agreements for such services which will take effect upon the expiration or earlier termination of this Agreement under Article 11.

12.16 Compliance with Municipal Code

Company shall comply with those provisions of the municipal code of City which are applicable, and with any and all amendments to such applicable provisions during the Term of this Agreement.

12.17 Privacy

Company shall strictly observe and protect the rights of privacy of Customers. Information identifying individual Customers or the composition or contents of a Customer's waste stream shall not be revealed to any Person, governmental unit, private agency, or company, unless upon the authority of a court of law, by statute, or upon valid authorization of the Customer. This provision shall not be construed to preclude Company from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by AB 939. This provision shall not apply to reports or records provided to City pursuant to this Agreement.

12.18 Proprietary Information, Public Records

The City acknowledges that a number of the records and reports of Company are proprietary and confidential. Company is obligated to permit City inspection of its records on demand and to provide copies to City where requested. City will endeavor to maintain the confidentiality of all proprietary information provided by Company. Notwithstanding the foregoing, any documents provided by Company to City that are public records may be disclosed pursuant to a proper public records request.

12.19 Entire Agreement

This Agreement contains the entire integrated agreement and understanding concerning the subject matter herein and supersedes and replaces any prior negotiations, promises, proposals (including Company's Proposal), and agreements between the Parties, whether written or oral. The Parties acknowledges this document has been executed with the consent and upon the advice of counsel. Each of the Parties acknowledges that no Party or agent or attorney of any other party has made any promise, representation, or warranty, express or implied, not contained in this Agreement, to induce the other Party to execute this instrument.

12.20 Section Headings

The article and section headings in this Agreement are for the convenience of reference only and are not intended to be used in construing this Agreement, nor are they intended to alter or affect any of its provisions.

12.21 References to Laws and Other Agreements

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or re-codified, unless otherwise specifically provided.

12.22 Interpretation

This Agreement, including the Exhibits attached hereto, shall be interpreted and construed reasonably and neither for nor against either Party, regardless of the degree to which either Party participated in its drafting.

12.23 Amendment

This Agreement may not be modified or amended in any respect except by a writing signed by the Parties.

12.24 Severability

If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

12.25 Exhibits

Each of Exhibits identified as Exhibit "A" through "F" is attached hereto and incorporated herein and made a part hereof by this reference.

12.26 Attorneys' Fees

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to recover its reasonable attorney's fees and costs. Attorneys' fees shall include attorney's fees on any appeal, and in addition a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

12.27 Authority

The Persons signing below represent that they have the requisite authority to bind the entities on whose behalf they are signing.

IN WITNESS WHEREOF, City and Company have executed this Agreement as of the day and year first above written.

CITY OF PALMDALE

("City")

DATED: _____
CITY OF PALMDALE

By: _____
[Name]
Mayor

DATED: _____
[Company]

By: _____
[Name]
[Title]

Approved as to form:

By: _____
[Name]
City Attorney

By: _____
[Name]
[Title]

ATTEST:

_____
[Name]
City Clerk

EXHIBIT A
INITIAL MAXIMUM RATES

Following are the rates for July 1, 2018 through June 30, 2019:

Monthly Residential Cart Service Rates*		
Standard Service includes one Refuse, one or more Recycling, and one or more Green Waste Carts.		
	With Street Sweeping	**Without Street Sweeping**
Standard Service	$_____	$_____
Low-Income Senior Rate (1)	20% of standard service rate	20% of standard service rate
Mobile Home (per sp.)		N/A
Mobile Home w/ GW (per sp.)		N/A
Mobile Home 96-gal w/ GW (per sp.)		N/A
Duplex		
Triplex		
Fourplex		
Apartment 5+ (per unit)		
Additional Refuse Cart – above one	$_____	$_____
Additional Recycling Cart	No charge	No charge
Additional Green Waste Cart	No charge	No charge

Other Residential Rates and Services* (Charged in Addition to Monthly Cart Service Rates)	
Walk-Out Service – authorized disabled Customers	No charge
Special Bulky Item Pick-up (over two free per year for Single-Family and Multi-Family Residents)	$19.84
Residential Account Reactivation Fee (only if Carts were removed for nonpayment	$15.00

*Including all City fees.

EXHIBIT A
INITIAL MAXIMUM RATES (continued)

Following are the rates for July 1, 2018 through June 30, 2019:

Monthly Bin and Commercial Cart Rates*								
Container Size	**Pickups per week**							
	1	**2**	**3**	**4**	**5**	**6**	**7**	**Extra Pickup**
Refuse / Organic Waste Containers								
Commercial Cart								
1 yard Bin								
1.5 yard Bin								
2 yard Bin								
3 yard Bin								
4 yard Bin								
6 yard Bin								
3 yard compactor								
4 yard compactor								
Recycling Containers								
Commercial Cart								
1 yard Bin								
1.5 yard Bin								
2 yard Bin								
3 yard Bin								
4 yard Bin								
6 yard Bin								
3 yard compactor								
4 yard compactor								
Locking Bin Service	$5.00	$10.00	$15.00	$20.00	$25.00	$30.00	$35.00	

*Including all City fees.

EXHIBIT A
INITIAL MAXIMUM RATES (continued)

Following are the rates for July 1, 2018 through June 30, 2019:

Roll-off Box Charges*							
Container Size	Handling Fee Per Pickup	Material Cost Per Ton			Rental Fees After 7 Days		
		Waste/ Trash/ Organic Waste	Wood Only	Asphalt/ Concrete	Daily	Weekly	Monthly
10 Yard							
25 Yard							
30 Yard							
40 Yard							

Clean Cardboard Compactor Roll-off	
Container Size	**Per Pickup**
10 Yard	$58.45
25 Yard	$79.46
30 Yard	$88.48
40 Yard	$97.44

*Including all City fees.

EXHIBIT A
INITIAL MAXIMUM RATES (continued)

Following are the rates for July 1, 2018 through June 30, 2019:

Additional Service Charges	Rate Per Service*
3-yard Temporary Bin	
- Per dump (delivery, Disposal and 7-day rental included)	$____
- Rental fee per day (after 7-days)	$____
Bin Cleaning (over once per year)	$61.54
Overfilled Container Fee and Contaminated Recycling Container Fee	$61.54
Commercial Cart Reactivation Fee (Only if Carts were removed for nonpayment)	$25.00

*Including all City fees.

EXHIBIT A
INITIAL MAXIMUM RATES (continued)

Following are the rates for July 1, 2018 through June 30, 2019:

Used Oil Collection Program	Rate Per Service*
Door-to-Door Residential Used Oil Collections	$72.00 per stop
Certified Used Oil Collection Center Inspections	$100.00 per hour plus mileage
Used Oil Filter Drum Collection (1)	$45.00
- Uncrushed Filter Drum	$65.00
- Crushed Filter Drum	$85.00
CalRecycle Used Oil Annual Report Preparation	$100.00 per hour

(1) Additional $65.00 deposit required which will count towards the final payment when the program is discontinued at the Certified Collection Center.

*Including all City fees.

EXHIBIT B-1

EXAMPLE RATE ADJUSTMENT FORMULA

Step One: Calculate percentage change in indices

		A	B	C
Row	**Index**	**Old Index Value**	**New Index Value**	**Percent Change In Index, Capped at 5% ((Column B/ Column A) -1)**
1	CPI, Garbage and Trash Collection (1)	404.704	416.183	2.8%

Step Two: Apply percentage change to rates

		D	E	F	G
Row	**Example Rate Categories**	**Current Customer Rate (2)**	**Percentage Change in Index (from Column C)**	**Rate Increase or Decrease (Column D x Column E)**	**Adjusted Rate (Column D + Column F)**
2	Standard Res. w/sweep	$ 23.10	2.8%	$ 0.65	$ 23.75
3	Senior w/ sweep	$ 18.49	2.8%	$ 0.52	$ 19.01
4	Standard Res. w/o sweep	$ 22.28	2.8%	$ 0.62	$ 22.90
5	Senior w/o sweep	$ 17.83	2.8%	$ 0.50	$ 18.33
6	Additional 95-gal carts	$ 12.13	2.8%	$ 0.34	$ 12.47
7	Special Bulky	$ 19.25	2.8%	$ 0.54	$ 19.79
8	Special Refrigerator	$ 25.65	2.8%	$ 0.72	$ 26.37
9	Resi-Reactivation Fee	$ 5.98	2.8%	$ 0.17	$ 6.15
10	Commercial 96-gal cart	$ 31.13	2.8%	$ 0.87	$ 32.00
11	Extra Comm cart pickup	$ 15.93	2.8%	$ 0.45	$ 16.38
12	3 CY 1x week	$ 127.16	2.8%	$ 3.56	$ 130.72
13	3CY 2x week	$ 214.80	2.8%	$ 6.01	$ 220.81
14	3 CY Extra Pickup	$ 51.06	2.8%	$ 1.43	$ 52.49

(1) Consumer Price Index Consumer Price Index (CUUR0000SEHG02) for All Urban Consumers, garbage and trash collection – U.S. city average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics. Average annual change, capped at 5% per Section 6.3 of agreement.

(2) Example rates listed. Adjustment applies to all rates.

EXHIBIT B-2

EXAMPLE CALCULATION FOR AVERAGE ANNUAL CHANGE IN PUBLISHED CONSUMER PRICE INDEX

The rate adjustment index is calculated using the "average annual change" as demonstrated in the example below, measured for the calendar year ended in the December before each rate adjustment, as compared to the calendar year ended the prior December. The Bureau of Labor Statistics publishes the Consumer Price Index for All Urban Consumers for Garbage and Trash Collection (CUUR0000SEHG02) - U.S. City average.

If a rate adjustment based on this CPI index were to be implemented as of July 1, 2014, the calendar year 2013 average annual index of 416.183 would have been the "New Index Value" to be used in Column B of the example rate adjustment formula in Exhibit B-1, and the calendar year 2012 average annual index of 404.704 would have been the "Old Index Value" in Column A. This would have resulted in a 2.8% increase to the rates as calculated in Column C of Exhibit B-1.

Consumer Price Index – All Urban Consumers, U.S. City Average
Garbage and Trash Collection, CUUR0000SEHG02

Year	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Average
2012	398.88	400.381	401.692	400.913	401.067	402.793	406.243	406.823	407.594	409.495	410.155	410.416	404.704
2013	411.126	411.805	412.305	413.675	414.511	414.802	416.505	417.76	418.357	419.687	421.427	422.237	416.183
												Average Annual Change:	**2.8%**

EXHIBIT C
STREET SWEEPING SPECIFICATIONS

1.0 Definitions

For purposes of this Exhibit, the following terms have the following meanings:

a. **Curb Mile -** "Curb Mile" means one mile (5,280 feet) of City street from the face of curb, extending out into the street, the width of the sweeper.

b. **Debris -** All litter, rubbish, leaves, sand, dirt, garbage, and other foreign material removable from a paved street with a mechanical or vacuum street sweeper.

c. **Painted Medians –** Any section of road, roadway, or street that either has a two-way turn lane or non-landscaped median.

d. **Quality of Sweeping -** The street sweeper shall leave work areas free of litter, rubbish, leaves, sand, dirt, garbage, and other foreign material while controlling visual dust in accordance with the Federal, State, and City standards. Also, the current industry standards of cleanliness shall apply.

e. **Re-sweeps -** Those sweeps required of Company when previous sweeps are deemed by City to be of poor quality, or when Company has missed a street or sections of a street during regularly scheduled street sweeping. Re-sweeps shall be completed at the expense of Company.

f. **Special Sweeps -** Those required by City other than regularly scheduled street sweeping and involving unusual conditions such as traffic hazards, parades, and similar events. Billing for special sweeps is based on an hourly rate with travel time included, if appropriate and approved in writing by the Director of Public Works or his/her designee.

g. **Street Sweeping -** The removal by mechanical and/or vacuum street sweepers of all debris from all portions of the street, including, but not limited to both sides of Residential streets, adjacent to Residential raised medians, street intersections, the areas adjacent to arterial/collector street curbs and raised medians (such as left turn pockets), and the center striped areas of arterial/collector streets.

h. **Streets -** All dedicated public rights-of-way within the existing or future limits of the City of Palmdale that are paved.

i. **Sweepings –** All debris removed from streets by street sweeping vehicles.

1.1 Services

A. General. At no additional cost and expense to City, Company shall provide street sweeping services on the following types of public streets and for the following approximate curb miles, as provided by City to Company, subject to Section 1.1.B below:

Residential Streets – 567 curb miles

Arterials – 166 curb miles

Medians – 15 curb miles

Industrial – 10 curb miles

Alleys – 2 curb miles

B. HOA's, Mobile Home Parks and Private Roads. HOA's, Mobile Home Parks and Private Roads designated by the City will not receive street sweeping services. Customers located in these areas will not be charged the Sweeping Rate. Should a HOA or a group of homeowner's comprising a majority of the users of a Private Road notify the City of their desire to receive street sweeping services, and should the City concur, City will notify Company to add the HOA or Private Roads to the services provided, and charge these Customers the Sweeping Rate.

C. Duty of Company.

1. Company shall perform Street Sweeping in accordance with accepted standards for Municipal Street Cleaning.

2. Company shall furnish, at Company's own expense, all labor, equipment, and materials necessary, and shall sweep all paved, public Residential streets within the City limits, in accordance with the area maps and schedule attached hereto (Exhibit __). The sweeping process shall include removal and Disposal of all accumulated debris (e.g., all solids and liquids Collected in the street sweeper(s)). Company shall adhere to the designated street sweeping schedule unless the Director of Public Works or his/her designee authorizes deviation in writing.

3. The Company may be required and/or may request to do early morning sweeping if approved by the Director of Public Works.

4. Company shall provide emergency contact information and a 24-hour on-call telephone number.

5. Company must verify mileage numbers with the City Maintenance Department upon City request.

6. All bubble-ups must be done once a week on Mondays.

7. Raised and painted medians must be done two times per month inclusive of quadrants and middle of intersections.

8. Company must provide its own street sweeper parking area, sweeper debris accumulation area, employee parking area, vehicle washing infrastructure, etc. Company shall not have access to the City Yard for such activities.

9. City may require the removal of a driver from City routes that is not meeting the minimum scope of the Agreement.

D. **Areas Where Street Sweeping Not Feasible.** Company is not required to provide street sweeping services in areas of the City where not feasible, including Customers located on dirt or gravel roads, and mobile home complexes. Customers located in these areas will not be charged the Sweeping Rate.

E. **Minimal Impact.** Sweeper operators shall perform activities in a professional and courteous manner. Sweeping is to be performed at times that provide the best results with minimal impact to residents and Commercial businesses, flow of vehicular traffic, and the public in general. Sweeping within the vicinity of schools shall be scheduled in order to ensure that it does not create an impact to students, teachers, and/or parents during morning drop-off or afternoon pick-up times. Company shall formally investigate any complaints received by the City in a prompt and expedient manner, and shall provide a written report to the City regarding the resolution of said complaint within seven business days from the date the complaint is forwarded to Company.

F. **NPDES.** Company shall meet all applicable local, State and Federal clean water laws, rules and regulations including but not limited to all conditions set forth in the Los Angeles County National Pollution Discharge Elimination System Permit as it relates to street sweeping practices, and all Best Management Practices set forth by the City in compliance with NPDES requirements. Company shall not discharge any water containing trash, debris, pollutants, fuels, oils, soaps or other non-allowable constituents from its sweeping vehicles upon any City street, to any storm drain or any non-permitted outlet. As part of its submission, Company shall describe its methods for preventing NPDES violations during sweeping operations within the City. In addition, Company shall comply with all NPDES requirements at its maintenance Facilities, storage yards and Company Facilities. Failure to comply with this section may result in termination for cause by the City of any Street Sweeping agreements.

G. **Route.** Company shall develop a route schedule and map to provide for sweeping at a frequency of twice per month. Company shall provide proposed routes and future proposed route changes to the City for review and approval prior to said changes. Painted and raised medians shall be swept at a frequency of once per month. The portion of Highway 138 being swept by the City shall be swept once a week. Street sweeping services for Highway 138 shall be separately tracked and a summary of sweeping services provided and value of services shall be provided to the City separately. Route information shall be made available on the City App (for residents to find out their street sweeping day) and online.

H. **Coordination with Solid Waste Collection.** Company shall make reasonable efforts to coordinate street sweeping routes with trash Collection routes so streets shall be swept the business day after trash Collection. One month prior to the start of each calendar year, Company shall provide a proposed schedule to the City outlining the proposed dates when each zone will be swept during the year.

I. **Sweeping Hours of Operation.** At no time shall sweeping be conducted before 7:00 am. or after the hours of 7:00 p.m. or on Sunday in Residential areas without the consent and approval of the Public Works Director or designee.

J. **Holiday Adjustments.** Company will adjust sweeping schedule consistent with holidays which result in changes to Solid Waste Collection schedules.

1.2 **Notification of Route Changes.** Company shall provide a minimum of two weeks notice to all affected Customers of approved changes to sweeping schedules. Company will develop promotional materials to include sweeping schedules.

1.3 Sweeping Methods

A. **General.** Company shall make as many passes as are necessary to remove debris including all sand, dirt, rocks, gravel, vegetation, and other sweepable debris during sweeping operations. Small diameter cul-de-sacs within the sweeping routes where the gutter broom cannot reach the flowline must be swept by hand. Company shall re-sweep areas that the City has determined to have been swept unsatisfactorily within four (4) business hours of notification at no additional charge.

B. **Permitted Operations.** Company will operate equipment within manufacturer guidelines and observe a speed limit of 8 to 12 mph while sweeping. Company's street sweeper operators shall maintain good safety and driving records, and use extreme caution during street sweeping.

C. **Noise Limits.** Sweeping shall be conducted as quietly as possible and shall conform to applicable federal, State, county, and City noise level regulations as they now exist or may be amended in the future. The City may conduct random checks of noise emission levels to ensure compliance.

D. **Water Usage.** Adequate water shall be used at all times to maximize dust control. Company shall not discharge liquid waste from sweeper units onto City streets or into the storm drain system.

E. **Parked Vehicles and Other Impediments.** Obstructions in the sweeping path that can be removed by hand shall be placed in the hopper of the sweeper by the sweeper operator before sweeping. Large rocks and shopping carts from the sweeping pass shall be relocated to the adjacent sidewalk and Company shall notify the City of the location of the debris. Company shall not be responsible for areas missed due to parked cars or other personal property blocking sweeping paths, or other impediments that cannot be removed by hand, including construction debris, palm fronds, other debris, and areas of impaired vertical or horizontal clearance. In such case, Company must note and report areas missed to City.

F. **Inclement Weather.** Company shall notify the City in the event of canceling scheduled street sweeping due to inclement weather. During inclement weather, a two-hour standby period between 7:00 a.m. and 9:00 a.m. shall be observed before a scheduled Residential or Commercial sweep will be canceled. When inclement weather, in City's opinion, prevents adherence to the regular sweeping schedule in a given week, the sweeping of areas so affected by the inclement weather shall be swept within the following one week period from the date of the scheduled sweeping, without interruption of the regular sweeping schedule. The Company shall perform all extra work required by such inclement weather without additional charge or impact to City bank of hours.

G. **Protection and Restoration of Existing Improvements.** The Company shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property. The Company shall repair or replace all existing improvements within or adjacent to the area of work (i.e. lawns, trees, shrubs, hedges, fences, walls, sprinkler systems, sidewalks, driveways, curbs, gutters, valves, manholes, pavement, etc.) which are damaged or removed as a result of operations. New improvements shall be constructed and modified to match existing improvements and existing field condition with proper grade. Repairs and replacements shall be equal to or better than existing improvements, and shall match them in finish and dimension. Old materials shall be replaced with new materials. Full compensation for furnishing all labor, materials, tools, equipment, traffic control, mobilization, and incidentals, and for doing all the work involved in protecting and restoration of existing improvements is considered included in the street sweeping rate. Discharging or Disposal of liquid or Solid Waste, including leakage from sweepers, will not be permitted onto public or private property, street, or storm drain systems. Company is responsible for cleanup of oil leaks and other discharge from the sweeper at their expense.

1.4 Staff

A. **General.** All staff associated with sweeping operations will be uniformed and have the ability to contact a supervisor from the vehicle. All vehicle operators shall be appropriately licensed to operate sweeping vehicles on public streets and shall obey all applicable traffic laws.

B. **Qualified Personnel.** Company shall furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel as may be necessary to provide the services required by this Agreement in a satisfactory, safe, economical and efficient manner. All drivers shall be trained and qualified in the operation of vehicles they operate and must possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

C. **Supervision.** Company agrees that its performance of each of the provisions of this Agreement shall be to the standards set by City's Director of Public Works or his/her designee to insure cleanliness, health, and sanitation in the sweeping of streets and Disposal of all sweepings within City. All work shall be done in a thorough and professional manner in accordance with generally accepted good practices in the street sweeping industry. Company shall designate a contact Person to be available daily during street sweeping hours, and as well as a contact Person(s) to be available daily during off-hours for emergencies.

D. **Reserves.** Adequate reserve staff and equipment shall exist to meet all obligations.

E. **Additional Staff.** One staff Person from Company shall be assigned as needed to pick up large debris that impede with sweeper operations.

F. **Sweeping Supervisor.** Company shall designate in writing a supervisor as "Sweeping Supervisor" who shall be responsible for working with City Maintenance Department for street sweeping service-related issues. City shall have the right to approve the Company's choice for a liaison. City shall be notified in advance of any change in the Street Sweeping Service Liaison. City shall be provided with phone number to contact Sweeping Supervisor 24 hours per day.

G. **Training.** Company shall provide suitable operations, health and safety training for all of its employees who use or operate equipment or who are otherwise directly involved in Collection or other related operations. All staff shall be trained to recognize illicit discharges and stormwater pollution sources. All staff training will be documented and available for review by the City Manager upon request.

H. **Communications.** Company shall maintain direct communications with all sweeping equipment and staff in the field. Each sweeper operator shall have the ability to communicate verbal information immediately to their supervisor, City staff, Police and Fire personnel, and for the reporting of pollutant discharge observations.

I. **Customer Service Requirements.** Company must have customer service staff that is adequately trained to handle street sweeping related complaints.

1.5 Debris and Water Usage

A. **General.** Company is responsible for the Disposal of all debris Collected. If Company utilizes a Bin for sweeping in a particular area, once the routes are established, Company shall coordinate the location of the Bins. These Bins shall be secured with locks for street sweeping debris use only. The Bins shall be water tight and able to accommodate the anticipated sweeping debris for each scheduled route. There shall be sufficient Bins placed in strategic locations along the street sweeping routes. These Bins shall be emptied and removed from the site the same day they are filled. Company shall be responsible for the cleanup around the Bins on a daily basis and any cost associated with hauling the street sweeping debris.

B. **Water Usage.** Company is responsible for all water usage and associated costs. Company shall operate in accordance with all applicable City and area water agencies' water conservation program requirements. Company shall provide all needed equipment and must contact the appropriate water agency(ies) for water meter information. Whenever possible, the Company shall prioritize the use of recycled water over potable water.

C. **Leaf Season.** During the "leaf season" Company shall enhance the high dump program utilizing sweepers with increased hopper capacity.

1.6 Credit Hours

A. At the beginning of each calendar year, Company shall provide the City a bank of seventy-five (75) credit hours. Credit hours shall be "banked" and available for use by City for specific sweeping projects

outside the scope of the established routes and route schedules and beyond additional hours. Credit hours cannot be accumulated by the City and credited to the next calendar year.

1.7 Additional Sweeping Hours.

A. Any credit hours may be used by the City for unscheduled sweeping and related services at the request of the Director of Public Works or his/her designee.

B. **Call Out Rate.** Company and City shall establish a mutually agreed to "call out" rate for all hours of unscheduled sweeping service requested by City which exceeds the total credit hours available under Section 1.6.

1.8. Holidays

No street sweeping services are required to be performed on following legal holidays, unless otherwise and specifically requested by an authorized City representative:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

1.9 Outreach.

Company must perform outreach to adequately educate the public so that the public knows that complaints and issues with street sweeping are to be directed to the Company and reminders of how to maximize benefits of street sweeping program. Outreach must be performed at least once per Rate Year.

1.10 Failure to Perform.

Should Company fail to perform the duties as outlined in the Agreement, the City may request a replacement vendor for street sweeping services.

EXHIBIT D

CORPORATE GUARANTY

THIS GUARANTY (the "Guaranty) is given as of the ____ day of ____, 2017.

THIS GUARANTY is made with reference to the following facts and circumstances:

A. _____, hereinafter ("Owner") is a corporation organized under the laws of the State of California, all of the issued and outstanding stock of which is owned by _____, (Guarantor).

B. Owner and the City of Palmdale ("the City") have negotiated an Agreement for Integrated Solid Waste Management Services dated as of _____, (hereinafter "Agreement"). A copy of this Agreement is attached hereto.

C. It is a requirement of the Agreement, and a condition to the City entering into the Agreement, that Guarantor guaranty Owner's performance of the Agreement.

D. Guarantor is providing this Guaranty to induce the City to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

1. **Guaranty of the Agreement.** Guarantor hereby irrevocably and unconditionally guarantees to the City the complete and timely performance, satisfaction and observation by Owner of each and every term and condition of the Agreement which Owner is required to perform, satisfy or observe. In the event that Owner fails to perform, satisfy or observe any of the terms and conditions of the Agreement, Guarantor will promptly and fully perform, or cause to perform them in the place of the Owner or cause them to be performed, satisfied or observed. Guarantor hereby guarantees payment to the City of any damages, costs or expenses which might become recoverable by the City from Owner due to its breach of the Agreement.

2. **Guarantor's Obligations Are Absolute**. The obligations of the Guarantor hereunder are direct, immediate, absolute, continuing, unconditional and unlimited, and with respect to any payment obligation of Owner under the Agreement, shall constitute a guarantee of payment and not of collection, and are not conditional upon the genuineness, validity, regularity or enforceability of the Agreement. In any action brought against the Guarantor to enforce, or for damages for breach of, its obligations hereunder, the Guarantor shall be entitled to all defenses, if any, that would be available to the Owner in an action to enforce, or for damages

for breach of, the Agreement (other than discharge of, or stay of proceedings to enforce, obligations under the Agreement under bankruptcy law).

3. **Waivers**. Except as provided herein the Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under it for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of the Owner; (2) the actual or purported rejection by a trustee in bankruptcy of the Agreement, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (3) any waiver with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of the City's rights or remedies against the Owner; or (4) any merger or consolidation of the Owner with any other corporation, or any sale, lease or transfer of any or all the assets of the Owner. Without limiting the generality of the foregoing, Guarantor hereby waives the rights and benefits under California Civil Code Section 2819.

The Guarantor hereby waives any and all benefits and defenses under California Civil Code Section 2846, 2849, and 2850, including without limitation, the right to require the City to (a) proceed against Owner, (b) proceed against or exhaust any security or collateral the City may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor's benefit, and agrees that the City may proceed against Guarantor for the obligations guaranteed herein without taking any action against Owner or any other guarantor or pledger and without proceeding against or exhausting any security or collateral the City may hold now or hereafter hold. City may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against Owner or any other guarantor or pledger without impairing the City's rights and remedies in enforcing this Guaranty.

The Guarantor hereby expressly waives, diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from the City as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor or Owner prior to such avoidance or recovery, and (b) payment in full of any obligations then outstanding.

4. **Term**. This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed or otherwise discharged and Guarantor shall remain fully responsible under this Guaranty without regard to the acceptance by the City of any performance bond or other collateral to assure the performance of Owner's obligations under the Agreement. Guarantor shall not be released of its obligations hereunder so long as there is any claim by the City against Owner arising out of the Agreement based on Owner's failure to perform which has not been settled or discharged.

5. **No Waivers**. No delay on the part of the City in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on Guarantor shall be a waiver of any obligation of Guarantor or right of the City to take other or further action without notice or demand. No modification or waiver of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by the City and by Guarantor, nor shall any waiver be effective except in the specific instance or matter for which it is given.

6. **Attorney's Fees**. In addition to the amounts guaranteed under this Guaranty, Guarantor agrees in the event of Guaranty's breach of its obligations including to pay reasonable attorney's fees and all other reasonable costs and expenses incurred by the City in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder.

7. **Governing Law: Jurisdiction**. This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws, rules for all purposes including, but not limited to, matters of construction, validity and performance. Guarantor agrees that any action brought by the City to enforce this Guaranty may be brought in any court of the State of California and Guarantor consents to personal jurisdiction over it by such courts. Guarantor appoints the following Person as its agent for service of process in California:

_____
_____
_____
_____

With a copy by certified mail to:

_____
_____
_____
_____

8. **Severability**. If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity will have no effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.

9. **Binding On Successors**. This Guaranty shall inure to the benefit of the City and its successors and shall be binding upon Guarantor and its successors, including transferee(s) of substantially all of its assets and its shareholder(s) in the event of its dissolution or insolvency.

10. **Authority**. Guarantor represents and warrants that it has the corporate power and authority to give this Guaranty, that its execution of this Guaranty has been authorized by all necessary action under its Article of Incorporation and By-Laws, and that the Person signing this Guaranty on its behalf has the authority to do so.

11. **Notices**. Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

To the City: City Manager
City of Palmdale
38300 Sierra Highway, Suite A
Palmdale, CA 93550

with a copy to the City Counsel at the same address.

To the Guarantor: _____
_____
_____
_____

By: _____
(title)

By: _____
(title)

EXHIBIT E

COMPANY'S FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, a California _____, as PRINCIPAL, and _____ _____, a Corporation organized and doing business by virtue of the laws of the State of California, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as SURETY, are held and firmly bound to City, hereinafter called OBLIGEE, in the penal sum of _____ ($_____) lawful money of the United States, for the payment of which, well and truly to be made, we and each of us hereby bind ourselves, and our and each of our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden PRINCIPAL has entered into a contract, entitled "INTEGRATED SOLID WASTE MANAGEMENT SERVICES" with City, to do and perform the following work, to wit: Collect, Process and Dispose of Solid Waste generated within City, in accordance with the contract.

NOW, THEREFORE, if the above bounden PRINCIPAL shall well and truly perform, or cause to be performed each and all of the requirements and obligations of said contract to be performed by said PRINCIPAL, as in said contract set forth, then this BOND shall be null and void; otherwise it will remain in full force and effect.

And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any wise affect its obligations on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

In the event suit is brought by OBLIGEE to enforce the provisions of this bond, said Surety will pay to OBLIGEE a reasonable attorney's fee, plus costs of suit, in an amount to be fixed by the court.

IN WITNESS WHEREOF, said PRINCIPAL and said SURETY have caused these presents to be duly signed and sealed this _____day of _____, 2017.

_____	_____
a California Corporation	SURETY
By:_____	By:_____
(PRINCIPAL)	(ATTORNEY IN FACT)
(SEAL)	(SEAL)

EXHIBIT F

NOTARY CERTIFICATION

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

_____

Place Notary Seal Above

Signature of Notary Public