AGREEMENT FOR THE COLLECTION AND DISPOSAL OF REFUSE, RUBBISH, GARBAGE AND WASTE MATERIALS.

THIS AGREEMENT is made and entered into this First day of June, 1984, by and between the City of Buena Park, a municipal corporation (hereinafter referred to as "City"), and EDCO Disposal Corporation, a California corporation doing business as Park Disposal Service (hereinafter referred to as "Contractor").

W I T N E S S E T H

In consideration of their covenants, and the terms and conditions hereof, the parties hereto agree as follows:

1. Contractor, in consideration of the payment hereinafter agreed to be made to Contractor by City, and under penalty of the bonds conditioned as set forth in the Specifications, Exhibit "A" attached hereto and by this reference made a part hereof, hereby agrees to perform all the work set forth and described, and in the manner prescribed in the Specifications.

2. The parties hereto understand and agree that this written Agreement, the aforesaid Specifications, City's Garbage and Refuse Collection Ordinance, all City ordinances and resolutions as the same now exist or may hereafter be amended from time to time, and the Contractor's performance bond shall constitute the contract between the parties. Should it be ascertained that any inconsistancy exists between the aforesaid documents and this written Agreement, the provisions of this written Agreement shall control.

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3. Neither the acceptance by City or its representatives, nor any order by City for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by City or its representatives, shall operate as a waiver of any portion of this Agreement or of any power herein reserved to City or any damages herein provided; neither shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach.

4. Contractor shall keep itself fully informed of existing and future state and federal laws, rule and regulations and City ordinances, regulations, rules and orders in any manner affecting those engaged and employed in or on the work, or in any way affecting the conduct of the work and of all orders or decrees of bodies of officials having jurisdiction or authority over the same, and shall, at all times, observe and comply with and cause any and all persons employed by Contractor or under Contractor to observe and comply with all such laws, ordinances, rules, regulations, orders and decrees.

5. The term of this Agreement shall commence on June 1, 1984 and continue to May 31, 1989. Upon commencement of the term hereof, any previously existing agreements between the parties shall have no further force and effect, except as to any rights or obligations which may have accrued to either party under the terms of said previous agreements.

6. Contractor shall receive from City, as full compensation for the performance of this Agreement, the rates specified in Exhibit "B", attached hereto and incorporated herein by this reference, for each residential water meter in active service during the term hereof and for each residence from which collection is made in those areas of City where City water meters are not provided or do not exist. Moreover, Contractor shall be entitled to charge the industrial and commercial rates specified in Exhibit "B".

7. In the event that circumstances beyond the control of Contractor impose or generate excessive costs in the performance of this Agreement, Contractor may petition City to determine if an adjustment in compensation is warranted to avoid undue financial hardship on Contractor, and material impairment of Contractor's ability to provide the level and quality of service herein specified. Contractor agrees to furnish all such accounts and records as are needed in the judgement of City's City Council to substantiate any requests for increased payments from City or increased rates to customers. The decision of City's City Council shall be final.

8. Contractor understands and agrees that it shall keep full and complete books, records and accounts of all financial transactions with respect to this Agreement. Such books, records and accounts shall be maintained in accordance with accepted accounting principles and shall be maintained in such fashion so as to provide a detailed financial analysis with respect to Contractor's operations hereunder. All such books, records and accounts

shall be maintained for a minimum of 5 years from and after the end of the fiscal year in which any such books, records and accounts are created. Contractor understands and agrees that City, by and through its designated representatives, may inspect any such books, records and accounts during Contractor's normal business hours at Contractor's offices and, further, that City, at its cost, and in its sole discretion, may cause an audit of any books, records and/or accounts maintained or prepared by Contractor under and pursuant to this Agreement. Contractor further agrees to provide City copies of any such books, records and/or accounts or permit the copying thereof by City. The parties agree that Contractor is not required to maintain an accounting system or books, records or accounts for its operations hereunder separate and apart from its other operations.

9. All complaints regarding service by Contractor, whether received by Contractor or City, shall be resolved in accordance with the Specifications.

10. In the event that any provision of this Agreement is violated by Contractor, City may, at its election, terminate the Agreement or take over and complete the Agreement for Contractor by serving written notice upon Contractor of its intention to terminate or complete such Agreement, and unless, within thirty (30) days after the serving of such notice, such violation shall cease, the Agreement, upon the expiration of said Thirty (30) days, shall cease and terminate or City shall take over its completion, as stated in said notice. As to violations of the provisions of this Agreement which cannot be remedied or corrected within thirty (30) days, said Agreement, at election of City, shall cease and termi-

nate or City shall take over its completion upon the giving of written notice. If Contractor should be adjudged bankrupt or should make a general assignment for the benefit of creditors or a receiver should be appointed on the account of insolvency of Contractor, or if Contractor should persistently and repeatedly refuse or should fail to supply enough properly skilled workers or proper materials or equipment for the collection and disposal of refuse from City, as herein provided, in a good and workmanlike manner, or fail to make prompt payment for materials, equipment or labor or persistently disregard laws, ordinances, or the instructions of City or its duly authorized representatives, or otherwise be in substantial violation of any provision of the Agreement documents, then City may, without prejudice to any other right or remedy, and after giving Contractor written notice, terminate or take over completion of said Agreement.

It is understood and agreed that, should Contractor fail to furnish labor, materials and equipment to do and perform all the work and labor provided for herein, in the manner set forth, and in a good and workmanlike manner, Contractor shall, in addition to any other provisions presented in the Agreement documents, be liable to City for all losses or damages that the latter may suffer on account thereof, including, but not limited to, reasonable attorney's fees.

11. The standard of performance that Contractor is required to maintain to fulfill the conditions of the Agreement or such Ordinance as City's City Council may from time to time adopt, shall be the standards established by the City Council.

12. Any notice required or permitted hereunder shall be made by dispositing the same in the United States Mail, postage prepaid, as follows:

Contractor: General Manager
Park Disposal
6762 Stanton Avenue
Buena Park, California 90622

City: City Manager
City of Buena Park
6650 Beach Boulevard
Buena Park, California 90622

13. Wherever in the Specifications the term "City Manager" appears, the same shall be deemed to refer to the City's City Manager or his duly authorized representative.

14. Wherever in this contract, including the Specifications, or any other document constituting a part hereof or furnished pursuant hereto, Contractor indemnifies City, such indemnification shall in all instances apply in favor of City's elected officials, officers, agents and employees of City and shall apply to all indemnitees.

15. The parties hereto agree that, insofar as it can legally be done, the provisions of this contract concerning commercial, industrial, residential and apartment house pick ups shall constitute an exclusive franchise under which Contractor shall have the exclusive right and obligation of picking up all trash and garbage in City. The above shall include the exclusion of all other contractors, persons, corporations or entities from picking up such trash and garbage from such commercial, industrial, residences and apartment houses.

16. It is understood and agreed that Contractor shall make all of the pick ups and perform all of the service required of it under the provisions of this contract and franchise. It is further agreed that in return for such franchise, Contractor shall remit to City a precentage of its gross monthly commercial and industrial billings in accordance with the Specifications.

17. This Agreement and the rights hereunder may not be assigned by the Contractor except with the express prior written consent of City, whether any such purported assignment be voluntary or by operation of law.

18. It is understood and agreed by and between the parties hereto, that in the event the County of Orange imposes a charge by the day, or by the ton, or upon each truck, or upon each company for the privilege of disposing of trash and rubbish in County facilities, or increases any such existing charge, a rate adjustment shall be negotiated between the parties and such rate adjustment shall be implemented with 30 days of the date of the imposition of such charge.

19. Contractor agrees to advise City in writing at the time any negotiations are undertaken between Contractor and its employees relating to wages and benefits and Contractor shall report the status of said negotiations from time to time including any pending strike, lock out, walk out, boycott or other labor dispute.

20. Full and complete financial data and Contractor's proposal for any rate increases, whether commercial, residential or industrial, shall be submitted to City at least sixty (60) days

prior to the requested date of adjustment of any such rates.

21. Contractor shall, at Contractor's sole cost and expense, obtain, and keep in full force and effect during the term of this Agreement, full compensation insurance for all persons who may be employed by Contractor in carrying out the work specified in the Agreement. Such compensation insurance shall be in accordance with the requirements of the State of California relating to worker's compensation. Contractor shall furnish to City a copy of the policy or certificate evidencing such policy.

22. Throughout the term of this Agreement, at Contractor's sole cost and expense, Contractor shall keep or cause to be kept in full force and effect, for the mutual benefit of City and Contractor, comprehensive broad form general public liability insurance against claims and liability for personal injury, death or property damage arising from Contractor's operations hereunder, with a combined single limit providing protection of at least Five Million Dollars ($5,000,000.00) for bodily injury or death to any one person, or for any one accident or occurence and for property damage and at least Ten Million Dollars ($10,000,000.00) aggregate for bodily injury or death and for property damage. Such insurance shall be carried only in responsible insurance companies licensed to do business in the State of California. All such policies shall contain language, to the extent obtainable, to the effect that (1) the insurer waives the right of subrogation against City and against City's agents and representatives, (2) the policies are primary and noncontributing with any insurance that may be carried by City, and (3) they cannot be cancelled or materially changed except upon thirty (30) days

prior written notice by the insurer to City. In the event of any such cancellation or material change in such policy of insurance, then this Agreement shall terminate and be of no further force and effect. Contractor agrees to furnish City copies of all such policies promptly upon receipt of them, or certificate evidencing the insurance. Contractor further agrees that all such policies shall name City, its elected officials, officers, agents and employees as additional insureds. Contractor may effect for its own account insurance not required under this Agreement.

23. Contractor agrees that City and its elected officials, officers, agents and employees shall not be answerable or accountable in any manner for any loss or damage that may occur during Contractor's operations under this Agreement, or for injury or damage to any person or persons, either workmen, employees of Contractor or its subcontractors or the public, or for damage to property from any cause whatsoever arising out of or in connection with the performance of the Agreement. Contractor shall be responsible for any damage or injury to any person or property resulting from Contractor's operations hereunder, except the sole negligence or wilfull misconduct of City, its elected officials, officers, agents and employees. Contractor agrees that it will indemnify and hold City and its elected officials, officers, agents and employees free and harmless from all claims, actions, damages to persons or property, penalties, obligations, or liabilities that may be asserted or climed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with Contractor's

operations hereunder or the activities of Contractor, its agents, employees, subcontractors or invitees provided for herein whether or not there is concurrent passive or active negligence on the part of City, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or wilfull misconduct of City, its elected officials, officers, agents and employees and in connection therewith, Contractor agrees as follows:

a. Contractor will defend any action or actions filed in connection with any said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection therewith.

b. Contractor will promptly pay any judgment rendered against Contractor or City covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with this Agreement and Contractor agrees to save and hold City harmless therefrom.

c. In the event City, without fault, is made a party to any action or proceeding filed or prosecuted against Contractor for damages or other claims araising out of or in connection with Contractor's operations hereunder, Contractor agrees to pay to City any and all costs and expenses incurred by City in such action or proceeding together with City's reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth above.

CITY OF BUENA PARK

Mayor

Attest:

City Clerk

EDCO DISPOSAL CORPORATION
doing business as PARK DISPOSAL SERVICE

By

President

By

Secretary

SPECIFICATIONS

I DEFINITION OF TERMS

For the purposes of these Specifications, the following words or terms shall be defined as hereinafter set forth:

A. "Agreement" shall mean the Agreement for the collection and disposal of refuse, garbage, rubbish, and other waste material from the City of Buena Park, dated June 1, 1984.

B. "Business Establishment" shall mean any commercial or industrial building, trailer park, mobilehome parks, motel, apartment house, condominium building or building in which there is a combination of residential, industrial and commercial use and all buildings other than those used exclusively for single family residence.

C. "Collection" shall mean the operation of gathering together, and transporting to the point of disposal, all refuse.

D. "Disposal" shall mean the complete operation of treating and/or disposing of the accumulation of refuse and the product or residue arising from such treatment.

E. "Refuse" shall mean all refuse, garbage, rubbish, and other waste material, including trees and shrubbery trimmings, grass, weeds, leaves, chips, paper, pasteboard, magazines, books, rags, rubber, carpets, clothing, boots, shoes, hats, straw, packing boxes, and cartons, crates, packing material, broken crockery, broken glass, ashes, cinders, shells, bottles, tin cans, metals, and ordinary accumulates in the operation of a household or business, as well as dead animals, but excluding discarded automobile or truck bodies, or other bulky or heavy objects, dirt, sod, rock, manure or waste from any poultry yard or stable, and material resulting from building or construction operations.

F. "Residence" shall mean a building used for dwelling purposes by a family, individual or group of individuals, as a single family residence.

G. "City" shall mean the City of Buena Park, its elected officials, officers, employees, agents and/or representatives.

H. "Contractor" shall mean Park Disposal Service, its officers, employees, agents and/or representatives.

I. "Shall" is mandatory.

J. "May" is permissive.

II WORK TO BE DONE

A. Work to be done under this Agreement shall include furnishing of all labor, material and equipment necessary for, and the collection of, all refuse within the present or future City limits of City according to these Specifications, and the disposal of such refuse in the nearest available Orange County dump or transfer station.

B. Contractor shall collect refuse at least once per week from each residence or business establishment within City, unless such residence or establishment is exempt from service by City permit.

C. Contractor shall make refuse collections at least once per week at all areas designated by City at no cost to City. Contractor shall service and provide for rubbish disposal to City and all of its facilities including, but not limited to, City offices and parks, without charge of any type to City.

D. Contractor shall render services at all times in accordance with the Garbage and Refuse Collection Ordinance and all ordinances of City as they now or may hereafter exist.

E. Contractor shall not be required to collect refuse unless it has been placed in containers or otherwise bundled pursuant to the Garbage and Refuse Collection Ordinance.

F. Contractor shall be required to, and have the exclusive duty and privilege to, collect, remove and retain all refuse originating from industrial, commercial, residential and apartment houses within the City served by one or more water meters.

G. Contractor shall collect and dispose of discarded automobile or truck bodies, or other bulky or heavy objects, dirt, sod, rock, manure or waste from any poultry yard or stable, and material resulting from building or construction operations, and may assess special collection charges for such service, subject to final approval by the City Manager. All such collections shall occur within seven (7) days after receipt of request for such collection.

H. Contractor shall, within twenty-four (24) hours after notice thereof, either at the request of City or any occupant of any premises within City, remove any dead animal(s) without charge to City or any such occupant.

I. Should Contractor fail to collect and dispose of refuse set out or placed for collections, as herein provided, at times required, after notification by City and reasonable time, City may collect and dispose of same and Contractor shall be liable for the expense incurred, including City's reasonable overhead costs of 30%.

III. FREQUENCY OF RUBBISH COLLECTIONS

Contractor shall collect all refuse from each residence once each week and shall collect all refuse from each business establishment once each week unless the owner or manager of the business establishment has arranged with Contractor for more frequent service.

IV. MAINTENANCE OF SCHEDULES

Presently existing routes, schedules and times for collections of refuse shall be maintained but may be changed by authorization of City and after at least one (1) month's advance notice to occupants of buildings in areas where changes are to be made.

V. STANDARDS FOR COLLECTIONS

The standard service shall be at least equal in all respects to the service presently being provided.

A. Contractor shall so conduct its operations so as to offer the least possible obstruction and inconvenience to public traffic or disruption to the peace or quiet of the area within which collections are effected. In accordance therewith, collections of refuse shall not be made between the hours of 8:00 p.m. and 6:00 a.m., provided that City may waive such requirements when necessitated by conditions beyond the control of Contractor.

B. Contractor shall maintain all trucks and equipment used within City in good mechanical conditions and the same shall be clean and uniformly painted and numbered. All trucks and equipment shall have painted thereon, or affixed thereto, in letters and numerals at least six (6) inches in height, the name and telephone number of Contractor, which name and telephone shall be clearly visible at all times. Each vehicle utilized by Contractor shall be identified by numerals at least six (6) inches in height in a location or locations on such vehicles to be specified by City. A list showing each vehicle so identified shall be supplied to City and maintained in a current posture. All trucks and equipment used in the performance of the Agreement shall be subject to inspection by City, and, upon notice given by City, Contractor shall make the equipment available for inspection. If City

finds that any truck or equipment being used by Contractor is not in satisfactory condition then the truck or equipment requiring correction of defects shall not be used by Contractor in the performance of the Agreement until corrected to the reasonable satisfaction of City.

All truck bodies used by Contractor shall be constructed of of metal and shall be watertight and leak-proof. Each piece of equipment used by Contractor shall carry at all times a broom and shovel to be used for the immediate removal of any spilled material.

The body of each truck of Contractor shall have a metal cover covering at least fifty percent of the truck body at all times and the remaining fifty percent shall be covered by an air-tight, waterproof tarpaulin, which shall be securely tied in order to cover refuse when the vehicle is being used to transport its contents to the place of disposal.

C. Eight (8) hours of labor shall constitute a legal days work for all workmen employed in the execution of this contract and Contractor and any subcontractors under Contractor shall comply with and be governed by the laws of the State of California having to do with working hours as set forth in the Labor Code of the State of California, as the same may be amended from time to time.

D. Unless otherwise directed by City, Contractor shall make all collections of refuse from the curb along the street in front of each dwelling, place of business, or human habitation, except where paved alleys exist in the rear of such properties, then from such properties, collections shall be made by Contractor from alleys' provided, however, that this requirement shall not apply to a blind alley. In any event, Contractor shall not be under any obligation to enter private courts or places, or other private property, to make collections under this Agreement, except in business establishments where refuse is kept in a paved service yard and where the same shall be picked up from such service yard when deposited there for collection.

E. All containers shall be placed by Contractor, following collection therefrom, in an upright position where found; provided, however, if residential containers are found in a public street, the same shall be placed on the nearest curb, sidewalk, driveway, or parkway, and out of said street. No container shall be placed in a public street by Contractor.

F. Contractor shall not throw refuse containers from a truck to the ground, or in any other way break, damage, or roughly

handle said containers. Contractor shall replace any container damaged by Contractor's acts upon order of City where refuse containers are in conformance with City specifications. All spilled material shall be immediately removed by Contractor

G. When any refuse is not collected by Contractor, Contractor shall leave a tag, provided at Contractor's cost, at least 2" x 6" in size, on which is specifically stated the reason for the refusal to collect and stating the City ordinance or provision of the Agreement which has been violated. Such tag shall contain thereon the name, address and telephone number of Contractor and shall be securely fastened to the container or article. Contractor shall maintain a record of the location where all and any such tags have been placed. In the event the reason for non-collection is not remedied or cured by the date of the next regular pickup for the location, Contractor shall provide City with written notice thereof, stating the full particulars of the reason for no collection and location thereof.

H. Contractor shall dispose of all refuse only at places or sites where such disposal is lawful and City shall not be liable for the disposal of the same or to provide sites or places for the disposal of the same.

I. Contractor agrees to assist and cooperate, at least once per year at no additional cost to City, in a clean up operation on dates to be designated by City.

J. Contractor shall return all bins, roll-off boxes and the like utilized for business establishments hereunder, to the enclosure(s) provided therefor on the property. In the event that a business establishment fails to utilize such enclosures, or if said enclosures are rendered unusable due to the placement therein of items (such as storage of materials) not to be removed, Contractor shall request the business establishment to make the enclosure usable for bins, roll-off boxes and the like, If the business establishment fails or refuses to correct the situation, Contractor shall notify City thereof.

K. Contractor shall supply its employees with uniforms of a type approved by the City Manager.

L. In the event of an epidemic, war, riot, insurrection or other natural or man-made disaster, Contractor shall make available all of its employees, vehicles, equipment and facilities to City as required by the City Manager.

VI COMPLAINT SERVICE

A. Contractor shall maintain a telephone service with a local exchange area telephone number for the purpose of handling complaints or emergency service calls. The said telephone service shall be operated between the hours of 8:00 a.m. and 5:00 p.m. of each day during which collections are made hereunder.

B. Complaints received by Contractor shall be recorded in a log established for that purpose and shall specify the date and time of the complaint and the substance thereof. The disposition of the complaint and the date of disposition shall be recorded and a copy of said log shall be provided to City monthly.

C. Contractor shall have available, during the hours while Contractor's telephone service is in operation, an emergency service vehicle to attend to complaints or emergency calls.

D. Contractor shall visit City offices at such times as City shall designate for the purpose of discussing any matters relating to, or any complaints which may be involved with, the performance of the Agreement. Contractor shall report back as directed on any action taken with reference to subject matter so discussed. Coordination of such check-in meetings to be arranged by City.

E. Contractor shall own or lease and maintain at its expense all equipment necessary to perform its duties as provided for under the Agreement, including sufficient radio equipment for office to field equipment communication.

F. Every effort will be made to provide a good quality of complaint service and follow up in the community.

VII PERFORMANCE BOND

Contractor shall, upon the execution of the Agreement, execute and file with City, a corporate surety bond in favor of City in the penal sum of One Hundred Thousand Dollars ($100,000.00), conditioned upon the faithful performance of said Agreement, which said bond shall be furnished and kept in full force and effect for the complete term of the Agreement.

VIII SUPERVISION

Performance of each of the provisions of the Agreement shall be under the direction of City's City Manager or his designated representatives or his designee and the work hereunder shall be done in a thorough and workmanlike manner under the direction, and to the satisfaction, of the City Manager or his designee.

IX PAYMENT FOR WORK

A. Contractor agrees to accept as full compensation for the complete collection and disposal of residential refuse the amount specified in the Agreement. This amount shall be based upon the number of water meters in service within City and shall be payable on the first (1st) day of each month for the period covered by the preceding calendar month. The number of water meters in service within City will be established by City as of the effective date of the Agreement and shall be checked on the first (1st) day of every second month following said date. In the event such a check results in an increase or decrease in the number of water meters in service, the subsequent payments to Contractor will increase or decrease accordingly. In addition, Contractor shall be compensated at the residential rate for each residence not being served by a separate City water meter. The total number of such residences shall be submitted to City for review and approval prior to payment therefor.

B. Commercial and industrial accounts shall be directly billed by Contractor on a monthly basis. A list of all current commercial and industrial accounts shall be regularly provided to City. The records of Contractor in this regard shall be available at reasonable times for the inspection of City.

During the first year of the term the Agreement (June 1, 1984 through May 31, 1985, inclusive), Contractor shall pay to City an amount equal to three percent (3%) of Contractor's gross billings for industrial, commercial and business establishment accounts. During the second year of the term of the Agreement (June 1, 1985 through May 31, 1986, inclusive), Contractor shall pay to City an amount equal to four percent (4%) of Contractor's gross billings for industrial, commercial and business establishment accounts. During the third year of the term of the Agreement, and each succeeding year thereafter during the term of the Agreement, Contractor shall pay to City an amount equal to five percent (5%) of Contractor's gross billings for commercial, industrial and business establishment accounts. All such payments during the term hereof shall be made to City within thirty (30) days of Contractor's date of billing to such accounts.

X FEES AND GRATUITIES

Except as provided by the Agreement, Contractor shall not, nor shall Contractor permit any agent, employee or subcontractor employed by it to request, solicit, demand or accept, either directly or indirectly, any compensation or gratuity for the collection of refuse.

XI SUBCONTRACTORS

Contractor shall not assign, transfer, or subcontract this Agreement, or any part thereof, without first obtaining the written consent of City, except that Contractor may sell or otherwise dispose of salvaged refuse after same have been collected.

XII WAIVERS

No acquiescence, failure or neglect of either City or Contractor to insist on strict performance of any or all of the terms of the Agreement or of these Specifications shall be considered as or constitute a waiver of any term or condition of the Agreement or any performance required thereunder, or any remedy, damage or other liability arising out of such refusal, neglect or liability arising out of such refusal, neglect or inability to perform at any time.

XIII LAWS AND REGULATIONS

A. Contractor shall comply with all laws, ordinances, rules and regulations of the State, County, City and all governing bodies having jurisdiction applying to work done or to be done under the Agreement. Contractor shall conform to and abide by all Ordinances of City and of the County of Orange and of the cities through which refuse collected may be hauled or wherein refuse may de deposited.

B. Contractor shall exonerate, indemnify and hold harmless City and its elected officials, officers, agents and employees, from and against and shall assume full responsibility for payment of all wages or salary and all Federal, State and local taxes or contributions imposed or required under Unemployment Insurance, Social Security, Income Tax Laws and Worker's Compensation Laws with respect to Contractor's employees engaged in the performance of the Agreement.

XIV CHANGES

City may at any time by a written order direct that changes or extras be made in the work, specifications, and schedules relating to the Agreement. If any such changes cause an increase or decrease in the cost of, or the time required for performance of the Agreement, an equitable adjustment shall be made in the Agreement price or schedule, or both, and the Agreement shall be modified in writing accordingly.

Any claim by Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by Contractor of the notification of changes. However, nothing in this paragraph shall excuse Contractor from proceeding with the Agreement as changed.

XV UNINTERRUPTED SERVICE

Contractor shall make all necessary arrangements to provide uninterrupted service to residential, commercial and industrial customers throughout the period of the Agreement.

XVI INTERPRETATION OF DOCUMENTS

In the event of any uncertainty, conflict or ambiguity in the terms of the Agreement, these Specifications or of any ordinance of the City regarding performance under the Agreement, the City Manager shall have the right to make an interpretation and such interpretation shall be final. Contractor agrees to adhere to and comply with any such interpretation of the City Manager.

Rates of Payment

A. Residential: $5.25 per month for each residence serviced.

B. Commercial Bins: 3.0 cubic yard bin: $43.18 per month for each bin emptied once weekly; plus $24.43 per month for each additional weekly pickup.

C. Commercial Compactors: $71.00 per month for each compactor serviced (emptied) once weekly; plus $50.75 per month for each additional weekly pickup.

D. Business: $7.25 per month for each business utilizing minimum service (2 cans per week or less) for such service once weekly.

E. Special Materials: $14.30 to $21.45 per load depending upon size, weight and volume of pickup.

EXHIBIT "B"

TRASH COLLECTION RATE SURVEY

	SINGLE FAMILY DWELLINGS						MULTIPLE FAMILY, COMMERCIAL AND INDUSTRIAL		
CITY	CHARGE TO CUST.	PAID TO CONTR.	ADD DUMP FEE PAID TO CONTRACTOR	TOTAL PAID TO CONTRACTOR	CURRENT RATE DATE	CITY'S ADMIN. COST	1 TIME PER WEEK	2 TIMES PER WEEK	3 TIMES PER WEEK
BREA	4.83	2.68	.90	3.58	5-1-84	1.25	36.13	55.76	75.39
BUENA PARK	5.25	4.03	.40	4.43	7-5-84	.82	43.18	67.61	92.04
BUENA PARK PROPOSAL	5.75	4.53	.40	4.93	7-5-86	.82	48.50	75.95	103.40
COSTA MESA	5.20	4.63	Included	4.63	7-1-86	.57	57.00	83.00	109.00
FULLERTON	5.00	4.00	1.00	5.00	6-1-85	Contractor pays city $8,000/yr.	52.50	71.00	89.50
GARDEN GROVE	5.27	3.72	2.52	6.24	1-1-86	.25	57.01	95.44	133.87
FOUNTAIN VALLEY	7.21	4.23	2.20	6.43	10-1-85	.72	57.00	77.00	100.00
HUNTINGTON BEACH	None Taxes (General Fund)	4.11	2.20	6.31	10-1-85	N/A	57.00	77.00	100.00
ORANGE	6.13	3.34	.82	4.16	2-25-86	1.47	48.90	65.65	84.50
PLACENTIA	5.97	4.70	1.27	5.97	6-1-84	.75	49.97	71.44	92.91
SANTA ANA	5.50	3.82	1.05	4.87	7-1-85	.55	59.50	89.50	107.50
LA PALMA	4.54	2.66	1.58	4.24	7-1-85	.30	48.34	77.34	106.35