

**AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF LA MIRADA
AND EDCO DISPOSAL CORPORATION
FOR INTEGRATED SOLID WASTE MANAGEMENT SERVICES**

THIS AMENDMENT TO AGREEMENT FOR INTEGRATED SOLID WASTE MANAGEMENT SERVICES (this "Amendment") dated as of June 12, 2012 is made and entered into by and between the CITY OF LA MIRADA, a California municipal corporation ("City"), and EDCO Disposal Corporation ("Company").

RECITALS:

A. City and Company entered into that certain Agreement between the City of La Mirada and EDCO Disposal Corporation dated January 23, 2009 ("Agreement"). All capitalized terms not otherwise defined in this Amendment shall mean and refer to those same terms as used in the Agreement.

B. City has requested certain amendments to the Agreement, to address outstanding issues and improve procedures, including but not limited to, the franchise fee rate.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Company do hereby agree as follows:

1. Recitals. The foregoing Recitals are incorporated herein by this reference.
2. Term. Section 2.02 of the Agreement is hereby revised to read as follows:

The term of this Agreement shall commence on July 1, 2012 and expire June 30, 2022 provided, however, that commencing January 1, 2017 and every year thereafter automatic one year extensions shall be applied to said Agreement so the term of the Agreement shall remain between five years and six months (5.5) and six years and six months (6.5).

Should City or Company decide that said automatic one year renewal and extension provision be terminated, such party may give the other written notice of such termination within thirty (30) days prior to January 1 of any year of the agreement. Such notice will terminate the automatic one year renewal and extension provision, and the agreement shall remain in effect for the balance of the term then outstanding.

3. Programs and Services. Section 6.05 is hereby revised to read as follows:

Beginning July 1, 2012 and for the term of the agreement thereafter, Company shall provide street sweeping services in accordance with the current requirements specified by the City at no additional cost to the City (Exhibit 5). In

the event that notice is given to terminate the annually renewing term, Company will no longer be obligated to provide street sweeping services to the City at no additional charge.

Street sweeping services may be provided by the contractor or through a subcontractor subject to approval by the City. In the event of default and/or termination of street sweeping services, such default or termination shall not be cause for default and/or termination of the solid waste, recycling, and green waste Agreement.

4. No further Changes. Except as expressly modified by this Amendment, the Agreement remains in full force and effect without modification or impairment.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year first above written.

CITY OF LA MIRADA

EDCO DISPOSAL CORPORATION

By: [Signature]

By: [Signature]

Title: City Manager

Title: Chairman

ATTEST: [Signature]
Anne Haraksin, City Clerk

APPROVED AS TO FORM AND CONTENT:

Richards, Watson & Gershon

By: [Signature]
City Attorney

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**CITY OF LA MIRADA GENERAL REQUIREMENTS
FOR
STREET SWEEPING SERVICES**

SECTION I – LOCATIONS

1. Major Streets – Imperial Highway, Rosecrans Avenue, Valley View Avenue, Stage Road, La Mirada Boulevard, Biola Avenue, Santa Gertrudes Avenue, Telegraph Road, Leffingwell Road, Alondra Boulevard, Adelfa Drive, Artesia Boulevard, North Firestone Blvd, South Firestone Blvd, and Beach Boulevard.
2. Residential Streets – Residential streets are public streets, which are improved with curb and gutter, except those as defined as major streets, and except the state highways within the City; namely, Santa Ana Freeway (Interstate 5).
3. Center Medians - Raised center medians shall be swept once per week while painted center medians shall be swept twice a month in conjunction with the major street schedule.

SECTION II– SERVICES AND FREQUENCY

1. The CONTRACTOR shall sweep residential public streets in the City at least once every week, painted center medians twice each month, raised center medians once every week and major public streets in the City at least once each week in accordance with a schedule approved by the City Manager or her designated representative.
2. When necessary for proper cleaning, CONTRACTOR shall make more than one pass on a street, without extra charge. All deposits within intersections shall be removed as part of the sweeping operations. CONTRACTOR shall immediately respond when notified by CITY to re-sweep unsatisfactory areas at no additional charge.
3. Where inclement weather, in the opinion of the City Manager or her designated representative, prevents adherence to the regular sweeping schedule for two or less days in a given week, the sweeping areas so affected by the inclement weather shall be swept within the following one week period from the date of the sweeping schedules without interruption of the regular sweeping

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schedule. The CONTRACTOR shall perform all extra work required by such inclement weather without additional charge.

4. In the event the CONTRACTOR is prevented from completing the sweeping as provided in the schedule because of reasons other than inclement weather, CONTRACTOR shall be required to complete the sweeping services so deferred prior to the next regular scheduled date, or give the CITY credit for the hours of work not performed at the hourly rate specified.
5. The CONTRACTOR shall observe ten legal holidays a year and this adjustment in service shall be taken into consideration in establishing the price of this Agreement. The legal holidays include the following:

New Year's Day
Dr. Martin Luther King, Jr's Birthday
Presidents Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving
Day After Thanksgiving
Christmas

6. The CONTRACTOR may be required to submit reports as requested by the City Manager or her designated representative concerning street sweeping schedules and other related matters.
7. The CONTRACTOR shall immediately clean up and/or report to the City any and all conditions related to street sweeping, which may tend to create unsafe or hazardous conditions.
8. The CONTRACTOR will provide a sweeping before or after any City sponsored event at no additional cost.

SECTION III – EQUIPMENT AND LABOR

1. The CONTRACTOR shall use and furnish at its own expense, all labor, equipment and materials necessary for the performance of the work set forth in these specifications. The CONTRACTOR shall use standard heavy street sweeping equipment as is necessary to perform all services required herein. All street sweeping equipment is to be kept in proper adjustment so as to insure safe and proper sweeping

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operations. The machinery and equipment shall be subject to inspection and approval by the City Manager or her designated representative.

All street sweeping equipment shall be in compliance with all State, Federal and City laws, statutes, and regulations, including but not limited to AQMD Fleet Rule 1186.1. CONTRACTOR shall maintain records of required inspections of street sweeping equipment for not less than two years, and shall make the same available for inspection by the City during normal business hours.

- 2, Property or facilities damaged or altered in any way during the performance of the work by the CONTRACTOR shall be reported by the CONTRACTOR immediately to the City Manager or her designated representative with a written report supplied to City Manager within 24 hours of the incident, and such property or facility shall be promptly restored to its original condition.

SECTION IV – ADDITIONAL REQUIREMENTS

1. Schedule

- a. The street sweeping schedule, which the CONTRACTOR shall follow, shall be approved by the City Manager or her designated representative. The CONTRACTOR may be required to perform early morning sweeping as indicated on a schedule for certain major streets.
- b. The hours during which the work shall be performed shall be at the discretion of the CONTRACTOR, with the approval of the City Manager or her designated representative.

2. Water

The CONTRACTOR shall provide, at its own expense, sufficient water for the street sweeping equipment necessary to fulfill the terms of this contract. The CONTRACTOR shall use City approved hydrants only.

3. Disposal of Materials

Transfer points for storage of swept materials and debris must be approved by the City Manager or her designated representative. Disposal and transfer of all material will be the sole responsibility of the City of La Mirada.

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4. Additional Work

In the event the CITY desires to extend the sweeping program to include areas constructed or acquired after the effective date of this agreement, then any additional sweeping, which is required of the CONTRACTOR shall be paid for at a price to be negotiated between CITY and CONTRACTOR.