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5 **DRAFT SOLID WASTE COLLECTION AGREEMENT**

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7 **Executed Between the**
8 **City of San Pablo and Richmond Sanitary Service, Inc.**
9 **d/b/a Republic Services of Richmond.**

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12

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This ____ day of ____ 2024

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Solid Waste Collection Agreement

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86 This Solid Waste Collection Agreement ("Agreement") is hereby entered into by and between the
87 City of San Pablo, a general law city existing under the laws of the State of California ("City"), and [NAME
88 OF CONTRACTOR], a California [LEGAL CAPACITY] ("Contractor"), as of _____, 2024, under the terms
89 and conditions set forth herein.

90 **RECITALS**

91
92 The Legislature of the State of California, by enactment of the California Integrated Waste
93 Management Act of 1989 (the "Act") and subsequent additions and amendments (codified at California
94 Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and
95 require local agencies to make adequate provisions for garbage collection within their jurisdiction.

96 The State of California has found and declared that the amount of garbage generated in California,
97 coupled with diminishing landfill space and potential adverse environmental impacts from landfilling and the
98 need to conserve natural resources, have created an urgent need for State and local agencies to enact and
99 implement an aggressive integrated waste management program. The State has, through enactment of the
100 Act, directed the responsible State agency, and all local agencies, to promote disposal site diversion and
101 to maximize the use of feasible garbage reduction, re-use, recycling, and composting options to reduce the
102 amount of garbage that must be disposed of in disposal sites.

103 Pursuant to its Municipal Code and California Public Resources Code Section 40059(a) as may be
104 amended from time to time, City has determined that the public health, safety, and well-being require that
105 an exclusive right be awarded to a qualified contractor to provide for the collection of garbage, recyclable
106 materials, and organic waste materials, except for collection of materials excluded in City's Municipal Code,
107 and other services related to meeting the Act's fifty percent (50%) diversion goal and other requirements of
108 the Act.

109 City further declares its intent to regulate and set the maximum rates Contractor may charge
110 Service Recipients for the collection of garbage, recyclable materials, and organic waste materials.

111 The City Council has determined that Contractor, by demonstrated experience, reputation, and
112 capacity, is qualified to provide for the collection of garbage, recyclable materials, and organic waste
113 materials within the corporate limits of City and the transportation of such material to appropriate places for
114 processing, recycling, composting, and/or disposal; and City Council desires that Contractor be engaged
115 to perform such collection services on the basis set forth in this Agreement; and Contractor has represented
116 that it has the ability and capacity to provide for the collection of garbage, recyclable materials, and organic
117 waste materials within the corporate limits of City and the transportation of such material to appropriate
118 places for processing, recycling, composting and/or disposal.

119 By Resolution No. ____, the City Council of City duly approved this Agreement, together with the
120 Franchise Fee, Contractor payments to City, and other City-imposed fees provided for in the Agreement
121 (collectively "City Imposed Fees"), and found and determined that such City Imposed Fees were both
122 necessary and reasonably reflect, or are less than, the actual costs City that will incur in the administration
123 of the contracted services, compliance with mandatory state laws and regulations related to the contracted
124 services, and to mitigate the impacts contracted services will have on City streets.

OPERATIVE PROVISIONS

Now, therefore, in consideration of the mutual covenants, agreements and consideration contained in this Agreement, City and Contractor agree as follows:

Article 1. Definitions

For the purpose of this Agreement, the definitions contained in this Article apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender includes the feminine gender. The meaning of terms or words not defined in this Article will be as defined in the Integrated Waste Management Act, or if not defined therein, then as commonly understood in the Solid Waste Collection industry when the common understanding is uncertain.

1.01 AB 341. "AB 341" means State of California Assembly Bill No. 341 approved October 5, 2011. AB 341 requires businesses, defined to include commercial or public entities that generate more than 4 cubic yards of commercial Solid Waste per week or multifamily residential dwellings of 5 units or more, to arrange for Recycling services and requires jurisdictions to implement a commercial Solid Waste Recycling program.

1.02 AB 827. "AB 827" means State of California Assembly Bill No. 827 approved October 02, 2019. AB 827 requires businesses that are mandated to recycle under AB 341 ("MCR") and/or mandated to recycle Organic Waste under AB 1826 ("MORE") or SB 1383 and that provide customers access to the business, to provide customers with a Recyclable Materials bin and/or Organic Waste Collection bin for those waste streams that is visible, easily accessible, and adjacent to each Bin or Container for trash.

1.03 AB 939. "AB 939" or "The Act" means "The California Integrated Waste Management Act of 1989", codified in part in Public Resources Code §§ 40000 et seq., and such regulations adopted by California Department of Resources Recycling and Recovery (CalRecycle) for implementation of the Act, or its successor agency, including but not limited to, the Jobs and Recycling Act of 2011 (AB 341), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), and the Mandatory Commercial Organics Recycling Act (AB 1826).

1.04 AB 1594. "AB 1594" means State of California Assembly Bill No. 1594, approved September 28, 2014. AB 1594 provides that as of January 1, 2020, the use of green material as Alternative Daily Cover does not constitute Diversion through Recycling and would be considered Disposal.

1.05 Reserved.

1.06 AB 1826. "AB 1826" means State of California Assembly Bill No. 1826, approved September 28, 2014. AB 1826 requires each jurisdiction, on and after January 1, 2016, to implement an Organic Waste Recycling program to Divert from the landfill Organic Waste from businesses. Each business meeting specific Organic Waste or Solid Waste generation thresholds phased in from April 1, 2016, to January 1, 2020, is required to arrange for Organic Waste Recycling services.

161 1.07 AB 3036. “AB 3036” means State of California Assembly Bill No. 3036, approved
162 September 27, 2018. AB 3036 prohibits a County, City, District, or local government agency from subjecting
163 the hauling of certain byproducts from the processing of food or beverages to an exclusive franchise, contract,
164 license, or permit.

165 1.08 Administrative Charges and Penalties. “Administrative Charges and Penalties” means
166 those charges listed in Exhibit 5 to this Agreement.

167 1.09 Agreement. “Agreement” means the written Solid Waste Collection Agreement between
168 the City and the Contractor covering the work to be performed, as well as all contract documents attached to
169 the agreement and made a part thereof.

170 1.10 Agreement Administrator. “Agreement Administrator” means the City Manager, or his or
171 her designee, designated to administer and monitor the provisions of the Agreement.

172 1.11 Agreement Year. “Agreement Year” means each twelve (12) month period from July 1 to
173 June 30 during the Term of this Agreement.

174 1.12 Alternative Fuel Vehicle. “Alternative Fuel Vehicle” means a vehicle whose engine uses a
175 fuel other than gasoline or diesel fuel, such as compressed natural gas (CNG) or other fuel with comparably
176 low emissions of air pollutants regulated under the California Clean Air Act, Health, and Safety Code Section
177 39000 et seq. or the South Coast Air Quality Management District’s rules and regulations including Rule 1193.

178 1.13 Applicable Law. “Applicable Law” shall mean all Federal, state, county, and local laws,
179 regulations, rules, orders, judgments, decrees, permits, approvals, or other requirements of any governmental
180 agency having jurisdiction over an aspect of this Agreement that are in force on the Effective Date, and as
181 may be enacted, issued, or amended thereafter, including, without limitation, the City’s Municipal Code, the
182 California Integrated Waste Management Act of 1989 (Public Resources Code Section 40000 et seq.) as
183 amended as of the Effective Date, inclusive (without exclusion to other amendments not referenced here) of
184 AB 939, AB 341, AB 1826, AB 1594, SB 1383, and inclusive of all regulations implementing the same. It
185 shall also include SB 54, the Plastic Pollution Prevention and Packaging Producer Responsibility Act, and the
186 California Air Resources Board Advanced Clean Fleets regulations (2023).

187 1.14 Bin. “Bin” means a metal or plastic waste Container designed or intended to be
188 mechanically serviced by a commercial front-end loader vehicle. It shall be designed to hold from one (1) to
189 six (6) cubic yards of material with the lid properly closed. The specifications for Contractor-provided Bins are
190 set forth in Exhibit 3.

191 1.15 Biohazardous or Biomedical Waste. “Biohazardous or Biomedical Waste” means any
192 waste which may cause disease or reasonably be suspected of harboring pathogenic organisms; included
193 are waste resulting from the operation of medical clinics, hospitals, and other facilities processing wastes,
194 which may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological
195 specimens, hypodermic needles, sharps, contaminated clothing, and surgical gloves.

196 1.16 Box. "Box" means a large open-top rectangular metal Container used to store and transport
197 Solid Waste, Recyclable Materials, Green Waste, Construction and Demolition Debris, or other materials,
198 Collected using a special vehicle equipped with hooks and a winch to pull the Box onto the flat bed of the
199 truck for transport.

200 1.17 Bulky Waste. "Bulky Waste" means furniture, household appliances, automobile tires,
201 shipping crates and containers, carpets, mattresses, oversized yard waste such as tree trunks and large
202 branches if no larger than two feet in diameter and four feet in length, and similar large bulky or heavy items
203 not normally discarded on a regular basis at a residential, commercial, or business establishment and which
204 do not fit in a regular Collection Container and require special handling due to their size but can be Collected
205 and transported without the assistance of special loading equipment (such as forklifts or cranes) and without
206 violating vehicle load limits. "Bulky Items" do not include Construction and Demolition Debris or Electronic
207 Waste, the latter of which is regarded as Universal Waste and the Disposal of which is governed by the
208 Department of Toxic Substances Control.

209 1.18 Business Day. "Business Day" means any Monday through Friday, excluding any holidays
210 as defined in Section 1.58.

211 1.19 Calendar Year. "Calendar Year" means each twelve (12) month period from January 1 to
212 December 31.

213 1.20 Cart. "Cart" means a heavy plastic receptacle with a rated capacity of at least twenty (20)
214 and not more than one hundred (100) gallons, having a hinged tight-fitting lid and wheels, that is provided by
215 the Exclusive Franchise Solid Waste Contractor, approved by the City, and used by Service Recipients for
216 Collection, accumulation, and removal of Solid Waste from commercial, industrial, or residential Premises in
217 connection with Exclusive Franchise Solid Waste Collection. The specifications for Contractor-provided Carts
218 are set forth in Exhibit 3.

219 1.21 CERCLA. "CERCLA" means the Comprehensive Environmental Response, Compensation
220 and Liability Act of 1980, 42 U.S.C. Sections 9601 and following, as may be amended and regulations
221 promulgated thereunder.

222 1.22 Change in Law. "Change in Law" means the occurrence of any of the following events after
223 the Effective Date, affecting the Parties' responsive obligations or the performance of their respective
224 obligations under this Agreement (except for any payment obligations): (i) the enactment, adoption,
225 promulgation, amendment, repeal, judicial interpretation, or formal administrative interpretation of any
226 Applicable Law; (ii) the issuance of any order or judgment of any Federal, state, or local court or agency in a
227 proceeding to which a Party is a party, but not to the extent such order or judgment finds the Party asserting
228 there to have been a Change in Law to have been negligent or otherwise at fault; or (iii) the denial, suspension,
229 or termination of any government permit or other entitlement, but not to the extent such denial, suspension,
230 or termination is the result of any act or omission of the Party asserting there to have been a Change in Law.

231 1.23 City. "City" means the City of San Pablo, California, including any unincorporated areas of
232 the County that may be annexed by the City during the Initial Term and all extensions.

233 1.24 City Collection Service. "City Collection Service" means City Clean-up Services, City
234 Garbage Collection Service, Bulky Waste Collection Services, City Organic Waste Collection Service, City
235 Recyclable Materials Service, and City-Sponsored Events Services as more particularly described
236 immediately below.

237 A. City Clean-up Services. On-call City requested Collection from Agreement
238 Administrator to support City services and operations.

239 B. City Garbage Collection Service. The Collection of Garbage, by Contractor, from
240 City Service Units in the Service Area, and the delivery of that Garbage to the Disposal Facility.

241 C. City Bulky Waste Collection Service. The periodic on-call Collection of Bulky Waste,
242 by Contractor, from City Service Units in the Service Area, and the delivery of that Bulky Waste to the
243 Disposal Facility, Materials Recovery Facility, or such other facility as may be appropriate under the terms
244 of this Agreement.

245 D. City Organic Waste Collection Service. The Collection of Organic Waste, by
246 Contractor, from City Service Units in the Service Area, and the delivery of those Organic Waste materials
247 to the Organic Waste Processing Facility.

248 E. City Recyclable Materials Service. The Collection of Recyclables Materials by the
249 Contractor from City Service Units in the Service Area, and the delivery of those Recyclable Materials to the
250 Materials Recovery Facility.

251 F. City-Sponsored Event Services. On-call Collection Services at City-Sponsored
252 Events.

253 1.25 City Facility. "City Facility(ies)" means any building or other site that the City owns, leases,
254 or occupies that are listed in Exhibit 2.

255 1.26 City Manager. "City Manager" means the City Manager of the City of San Pablo, or his or
256 her designated representative, or any employee of the City who succeeds to the duties and responsibilities
257 of the City Manager.

258 1.27 Collect and Collection and Collected. "Collect", "Collection", and "Collected" all refer to the
259 removal of Solid Waste from a Service Unit and transportation to the Disposal Facility, Organic Waste
260 Processing Facility, Materials Recovery Facility, or Transfer Station, as appropriate.

261 1.28 Collection Container. "Collection Container" means a Bin, Cart, Debris Box or Roll-Off
262 Container that is approved by the Agreement Administrator for use by Service Recipients for Collection
263 Services under this Agreement.

264 1.29 Collection Services. "Collection Services" means Contractor's obligations under this
265 Agreement to Collect Solid Waste within the Service Area. Collection Service includes Residential Collection
266 Service, Multi-Family Dwelling (MFD) Collection Service, Commercial Collection Service, and City Collection
267 Service.

268 1.30 Collection Vehicle. "Collection Vehicle" means a licensed vehicle that has all required
269 licenses to provide Collection Service and that has been approved by the Agreement Administrator for use
270 under this Agreement.

271 1.31 Commencement Date. "Commencement Date" has the meaning specified in Section 2.01
272 of this Agreement.

273 1.32 Commercial Collection Service. "Commercial Collection Services" means Collection
274 Service provided to Commercial Service Units. Commercial Collection Service specifically includes the
275 following:

276 A. Commercial Garbage Collection Service. The Collection of Garbage by Contractor
277 from Commercial Service Units in the Service Area, and the delivery of that Garbage to the Disposal
278 Facility.

279 B. Commercial Organic Waste Collection Service. The Collection of Organic Waste,
280 by Contractor, from Commercial Service Units in the Service Area and the delivery of those Organic Waste
281 materials to the Organic Waste Processing Facility.

282 C. Commercial Recyclable Materials Collection Service. The Collection of Recyclable
283 Materials, by Contractor, from Commercial Service Units in the Service Area, and the delivery of those
284 Recyclable Materials to the Materials Recovery Facility.

285 1.33 Compactor. "Compactor" means any Collection Container which has a compaction
286 mechanism, whether stationary or mobile.

287 1.34 Compost. "Compost" means the act or product of the controlled biological decomposition
288 of Organic Wastes that are Source Separated or are separated at a centralized facility. Compost may also
289 include the product of anaerobic digestion or other conversion technologies.

290 1.35 Construction and Demolition Debris. "Construction and Demolition Debris" means
291 discarded materials removed from Premises, resulting from construction, renovation, remodeling, repair,
292 deconstruction, or demolition operations on any pavement, house, commercial building, or other structure or
293 from landscaping. Such materials include, but are not limited to: "inert wastes" as defined in Public Resources
294 Code Section 41821.3(a)(1) (rock, concrete, brick, sand, soil, ceramics and cured asphalt); gravel; plaster;
295 gypsum wallboard; aluminum; glass; plastic pipe; roofing material; carpeting; wood; masonry; trees; remnants
296 of new materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, and
297 packaging; and rubble resulting from construction, remodeling, renovation, repair and demolition operations
298 on pavements, houses, commercial buildings, and other structures.

299 1.36 Consumer Price Index (CPI). "CPI" means both the index sets published by the United
300 States Department of Labor, Bureau of Labor Statistics and, more specifically, Consumer Price Index series
301 CUSR0000SEHG, Water and Sewer and Garbage Collection Services in U.S. city average, all urban
302 consumers, seasonally adjusted.

303 1.37 Container. "Container" means a Collection Container.

304 1.38 Contaminant. "Contaminant" means any material or substance placed into or found in a
305 Collection Container, other than the type of Source Separated material for which that Collection Container is
306 intended or reserved. For example, anything that is not Recyclable Materials is a Contaminant if placed into
307 or found in a Recyclable Materials Collection Container. Similarly, anything that is not Organic Waste is a
308 Contaminant if placed into or found in an Organic Waste Collection Container.

309 1.39 Contractor. "Contractor" means _____, which has entered into this Agreement.

310 1.40 County. "County" means Contra Costa County, California.

311 1.41 Customer. "Customer" means the owner, occupant, or user of Premises at which Solid
312 Waste is generated and then Collected by Contractor. Customers include Residential Customers, MFD
313 Customers, and Commercial Customers. City is also a receiver of Collection Services, but not a Customer.

314 1.42 Dispose or Disposal. "Disposal" or "Dispose" means the final disposition of Solid Waste at
315 a permitted landfill or other permitted Solid Waste Disposal facility, as defined in California Public Resources
316 Code Section 40192(b).

317 1.43 Disposal Facility. "Disposal Facility" means the permitted place or places listed in Exhibit 8
318 for the Disposal of Garbage or other materials as appropriate and acceptable.

319 1.44 Diversion or Divert. "Diversion" and "Divert" refer to the programs and activities that reduce
320 or eliminate the Disposal of Solid Waste in landfills, which can include source reduction, reuse, salvage,
321 Recyclable Materials, and Composting.

322 1.45 Diversion Compliance. "Diversion Compliance" means compliance with Diversion
323 requirements under the Act and applicable CalRecycle regulations. Should there be a Change in Law that
324 has a material effect on Contractor's ability to achieve Diversion Compliance, Contractor may request a rate
325 adjustment pursuant to Section 30.02.

326 1.46 Dwelling Unit. "Dwelling Unit" means a building or part of a building designed for residential
327 use by a single independent housekeeping unit and having separate exterior access, toilet, and facilities for
328 cooking and sleeping.

329 1.47 Edible Food. "Edible Food" has the same meaning as found in Section 8.12.020 of the San
330 Pablo Municipal Code. Edible Food means food intended for human consumption. For purposes of this
331 Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement
332 requires or authorizes the recovery of food that does not meet the food safety requirements of the California
333 Retail Food Code.

334 1.48 Edible Food Recovery. "Edible Food Recovery" means the actions to Collect and distribute
335 Edible Food and distributing it to local food recovery organizations from places where it would otherwise go
336 to waste, such as, but not limited to, restaurants, grocery stores, produce markets, school cafeterias, or dining
337 facilities.

338 1.49 Effective Date. "Effective Date of Agreement" shall mean the date on which the Agreement
339 is signed by the duly authorized representatives and the parties and delivered by the last of the parties to sign
340 and deliver.

341 1.50 Electronic Waste (E-Waste). "E-Waste" means electronic equipment such as stereos,
342 televisions, computers, and other similar items Collected from Single-Family Dwelling (SFD) Service Units or
343 MFD Service Units.

344 1.51 Exempt Waste. "Exempt Waste" consists of "Excluded Waste" as defined in 8.12.020 of
345 the San Pablo Municipal Code as well as Biohazardous or Biomedical Waste, Hazardous Waste, Sludge,
346 automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid
347 batteries, dead animals, and those wastes under the control of the Nuclear Regulatory Commission.

348 1.52 Food Waste. "Food Waste" means (1) food scraps, including all edible or inedible food
349 such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta,
350 bread, cheese, coffee grounds, and eggshells; and (2) food-soiled paper, which is compostable paper
351 material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates,
352 paper coffee cups, napkins, and pizza boxes. Food Waste excludes fats, oils, and grease when such materials
353 are Source Separated from other Food Waste.

354 1.53 Franchise Fee. "Franchise Fee" means a payment that the Contractor has voluntarily
355 agreed to pay to City in consideration of the exclusive rights granted by the City under this Agreement. City
356 and Contractor acknowledge and agree that the amount of the Franchise Fee is the result of bona fide, arms-
357 length negotiations between City and Contractor. Contractor further acknowledges and agrees that the
358 amount of the Franchise Fee represents the City's costs associated with this Agreement and payment for use
359 of government property. Contractor is not required by this Agreement or any City ordinance, resolution, or
360 regulation to charge the Franchise Fee to Customers. Because the Franchise Fee represents a cost to
361 Contractor in performing services pursuant to this Agreement, Contractor may, in its sole discretion, include
362 an amount equal to the Franchise Fee in Contractor's compensation.

363 1.54 Garbage. "Garbage" means all putrescible and non-putrescible solid, semi-solid, and
364 associated liquid waste generated or accumulated through the normal activities of a Premises. Garbage does
365 not include Recyclable Materials, Organic Waste, or Bulky Waste that is source-separated and set out for
366 purposes of Collection and Recycling.

367 1.55 Green Waste. "Green Waste" means grass clippings, leaves, landscape and pruning
368 waste, wood materials from trees and shrubs, and other forms of organic materials generated from
369 landscapes or gardens.

370 1.56 Gross Revenue. "Gross Revenue" means all monetary amounts actually Collected or
371 received by Contractor for the provision of all services pursuant to this Agreement, including, but not limited
372 to: all receipts from Service Recipients, inclusive of late charges, contamination charges, Franchise Fees, or
373 any other cost of doing business. "Gross Revenue", for purposes of this Agreement, does not include
374 revenues generated from the sale of Recyclable Material, Compost, or energy; or grants, cash awards, State

375 of California Department of Conservation payments, or rebates resulting from the performance of this
376 Agreement.

377 1.57 Hazardous Waste. "Hazardous Waste" has the same meaning as set forth in Section
378 8.12.020 of the San Pablo Municipal Code. Hazardous Waste shall have the meaning set forth in California
379 Code of Regulations, Title 14 §17225.32 and Health and Safety Code §25117, or successor laws and
380 regulations as may be amended from time to time.

381 1.58 Holiday. "Holiday" means New Year's Day, President's Day, Memorial Day, Independence
382 Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, and any other day recognized by
383 resolution of the City Council as a day on which waste Collection Service will not be provided until the following
384 day, excluding Sunday.

385 1.59 Home Compost Bin. "Home Compost Bin" means a portable durable Container purchased
386 by the Contractor and stored and distributed by the Contractor to SFD or MFD Service Recipients, as
387 requested, for use by those Service Recipients to Compost Organic Waste at their Premises.

388 1.60 Household Hazardous Waste (HHW). "HHW" means that waste resulting from products
389 purchased by the general public for household use which, because of its quantity, concentration, or physical,
390 chemical or infectious characteristics, may pose a substantial known or potential hazard to human health or
391 the environment when improperly treated, Disposed, or otherwise managed, or, in combination with other
392 Solid Waste, may be infectious, explosive, poisonous, caustic, or toxic, or exhibit any of the characteristics of
393 ignitability, corrosivity, reactivity, or toxicity as per California Code of Regulations Title 22, Division 4.5,
394 Chapter 11, Section 66261.3.

395 1.61 Kitchen Food Waste Pail. "Kitchen Food Waste Pail" means a plastic receptacle with a
396 rated capacity not exceeding two and one-half (2.5) gallons, having a hinged lid, suitable for use in a SFD
397 Service Unit for temporary storage of SFD Organic Waste that is approved for such purpose by City.

398 1.62 Materials Recovery Facility. "Materials Recovery Facility" means the facility listed in Exhibit
399 8 to which Recyclable Materials are brought for separation into marketable Recyclable Materials.

400 1.63 Maximum Service Rate. "Maximum Service Rate" means the maximum amount that
401 Contractor may charge Service Recipients for Solid Waste Collection, as listed in Exhibit 1, and as may be
402 adjusted in accordance with the provisions of this Agreement. The Maximum Service Rate does not include
403 any post-collection rate that may exist for Service Recipients for any post-collection services, including such
404 services as may be provided under one or more post-collection agreements.

405 1.64 Multi-Family Dwelling (MFD) Collection Service. "MFD Collection Service" means
406 Collection Service that serves a Multi-Family Dwelling, and specifically includes the following:

407 A. MFD Garbage Collection Service. The Collection of Garbage, by Contractor, from
408 MFD Service Units in the Service Area, and the delivery of that Garbage to the Disposal Facility.

409 B. MFD Bulky Waste Collection Service. The periodic on-call Collection of Bulky
410 Waste, by Contractor, from MFD Service Units in the Service Area and the delivery of those Bulky Waste to

411 the Disposal Facility, Materials Recovery Facility, or such other facility as may be appropriate under the
412 terms of this Agreement. MFD Bulky Waste Collection Service may include the Collection of Bulky Waste
413 using Roll-Off Containers.

414 C. MFD Organic Waste Collection Service. The Collection of Organic Waste, by
415 Contractor, from MFD Service Units in the Service Area, and the delivery of those Organic Waste materials
416 to the Organic Waste Processing Facility.

417 D. MFD Recyclable Materials Service. The Collection of Recyclables Materials by the
418 Contractor from MFD Service Units in the Service Area, and the delivery of those Recyclable Materials to
419 the Materials Recovery Facility.

420 1.65 Municipal Code. "Municipal Code" means the City of San Pablo Municipal Code.

421 1.66 Non-Collection Notice. "Non-Collection Notice" means a written notice approved by the
422 Agreement Administrator that notifies a Service Recipient of the reason Contractor did not Collect Solid Waste
423 set out for Collection.

424 1.67 Organic Waste. "Organic Waste" has the same meaning as set forth in Section 8.12.020
425 of the San Pablo Municipal Code and means Food Waste, Green Waste, Wood Waste, and food-soiled paper
426 waste that is mixed in with Food Waste. Plastic bags, including compostable plastic bags, are not accepted
427 in the City's Organic Materials Collection program unless otherwise determined mutually by City and
428 Contractor. Paper products and printing and writing paper, each as defined in SB 1383, may be placed in
429 either the Recyclable Materials Container or the Organic Waste Container. Carpet and textiles, as well as
430 compostable plastic materials, may not be placed in either the Recyclable Materials Container or the Organic
431 Waste Container.

432 1.68 Organic Waste Collection Service. "Organic Waste Collection Service" means the
433 Collection of Organic Waste from Service Units, and the delivery of those Organic Waste materials to the
434 Organic Waste Processing Facility.

435 1.69 Organic Waste Processing Facility. "Organic Waste Processing Facility" means the facility
436 designed, operated, and legally permitted for the purpose of receiving and processing Food Waste, Green
437 Waste, and Organic Waste listed in Exhibit 8.

438 1.70 Overage. "Overage" means Solid Waste set out for Collection either on top of or outside of
439 a Container or in any manner that either prevents the Container lid from completely closing or potentially
440 causes Solid Waste to spill during Collection by Contractor's vehicles.

441 1.71 Premises. "Premises" means any land or building in the City where waste is generated or
442 accumulated.

443 1.72 Prohibited Container Contaminants. "Prohibited Container Contaminants" means any of
444 the following, but does not include Organic Waste specifically allowed for Collection in a Container that is
445 required to be transported to a high Diversion Organic Waste processing facility if the waste is specifically
446 identified as acceptable for Collection in that Container in a manner that complies with the requirements of

447 14 CCR Section 18984.1, 18984.2, or 18984.3: (A) Non-Organic Waste placed in a Collection Container
448 designated for Organic Waste provided pursuant to 14 CCR Section 18984.1 or 18984.2; (B) Organic Wastes
449 that are carpet, hazardous Wood Waste, or non-compostable paper placed in the Collection Container that
450 is part of an Organic Waste Collection Service provided pursuant to 14 CCR Section 18984.1 or 18984.2; (C)
451 Organic Wastes placed in a Collection Container designated for Garbage, that pursuant to 14 CCR Section
452 18984.1 or 18984.2 were intended to be Collected separately in a Collection Container designated for Organic
453 Waste or Recyclable Materials; (D) Organic Wastes placed in the Collection Container designated for
454 Recyclable Materials shall be considered Prohibited Container Contaminants when those wastes were
455 specifically identified in this Agreement, or through local ordinance for Collection in the Container designated
456 for Organic Waste, or mutually agreed to and promulgated by the City and Contractor. Paper products,
457 printing and writing paper, wood, and dry lumber may be considered acceptable and not considered
458 Prohibited Container Contaminants if they are placed in Collection Container designated for Recyclable
459 Materials; and (E) Exempt Waste placed in any Collection Container.

460 1.73 Quarter. "Quarter" means a three-month period during a calendar year. The first Quarter is
461 January through March. The second Quarter is April through June. The third Quarter is July through
462 September. The fourth Quarter is October through December.

463 1.74 Rate Year. "Rate Year" means the period of July 1 to June 30 for each year during the
464 Term of this Agreement.

465 1.75 Recyclable Materials. "Recyclable Materials" means those materials that are separated
466 from Solid Waste prior to Disposal to be recycled, consistent with the requirements of the Act. Recyclable
467 Materials that can be placed in the Recyclable Materials Container are listed in Exhibit 11, and the term also
468 includes any other items determined by the Agreement Administrator.

469 1.76 Recycling. "Recycling" means the process of Collecting, sorting, cleansing, treating, and/or
470 marketing Recyclable Materials that would otherwise become Garbage, and returning them to the economic
471 mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality
472 standards necessary to be used in the marketplace. The Collection, transportation, or Disposal of Solid Waste
473 not intended for, or capable of, reuse is not Recycling. "Recycling" does not include transformation as defined
474 in Public Resources Code Section 40201. Paper products and printing and writing paper, each as defined in
475 SB 1383, may be placed in either the Recyclable Materials Container or the Organic Waste Container. Carpet
476 and textiles, as well as compostable plastic materials, may not be placed in either the Recyclable Materials
477 Container or the Organic Waste Container.

478 1.77 Residential Collection Service. "Residential Collection Service" means ongoing regularly
479 scheduled Collection of Solid Waste by an Exclusive Franchise from Residential Service Units and MFD
480 Service Units, and the delivery of that Solid Waste to the Disposal Facility, Materials Recovery Facility, and/or
481 Organic Waste Processing Facility.

482 1.78 Residential Premises. "Residential Premises" means: (i) any building or structure, or
483 portion thereof, that is used for residential housing purposes and has four (4) or fewer distinct living units; and

484 (ii) any multiple-unit residential complex which, with the prior written approval of the City Manager, receives
485 Solid Waste Collection using standard residential Containers.

486 1.79 Roll-Off Container. “Roll-Off Container” means a metal Container with a capacity of ten
487 (10) or more cubic yards that is normally loaded onto a specialized Collection vehicle and transported to the
488 appropriate facility.

489 1.80 SB 1383. “SB 1383” means State of California Senate Bill 1383, Short-lived Climate
490 Pollutants: Organic Waste Reductions, approved September 19, 2016, and the regulations implementing the
491 law, Title 14, Code of California Regulations (CCR), Chapter 12.

492 1.81 SB 54. “SB 54” means State of California Senate Bill 54, Plastic Pollution Prevention and
493 Packaging Producer Responsibility Act, approved June 30, 2022, and the regulations implementing the law,
494 adding Chapter 3 within Part 3 of Division 30 of the California Public Resources Code.

495 1.82 Self-Haul. “Self-Haul” means the Collection of Solid Waste by the resident, owner, or
496 occupant of the Premises on which the Solid Waste was generated, pursuant to a City-issued permit and in
497 accordance with the requirements of the Municipal Code.

498 1.83 Service Area. “Service Area” means that area within the city limits of the City of San Pablo
499 designated by City as the Service Area.

500 1.84 Service Recipient. “Service Recipient” means an individual or entity receiving Collection
501 Service. Service Recipient and Customer are used interchangeably depending on context.

502 1.85 Service Unit. “Service Unit” means a single subscriber to Contractor’s Solid Waste
503 Collection. Service Unit specifically includes the following:

504 A. City Service Unit. City Facility(ies) that utilize a Bin, Cart, or Roll-Off Container(s)
505 for the accumulation and set-out of Solid Waste. City Service Units are the properties set forth in Exhibit 2
506 and may be modified by written notice to Contractor by the City.

507 B. Commercial Service Unit. All retail, professional, wholesale, and industrial
508 facilities, as well as other commercial enterprises offering goods or services to the public, that utilize a
509 Garbage Bin, Cart, Compactor, or Roll-Off Container for the accumulation and set-out of Commercial
510 Solid Waste.

511 C. Multi-Family Dwelling (MFD) Service Unit. “Multi-Family Dwelling” and “MFD” shall
512 mean any building or structure, or portion thereof, including but not limited to Mobile Home Parks, used
513 for residential purposes, and having five (5) or greater distinct living units. A MFD Service Unit refers to
514 any Multi-Family Dwelling Unit in the Service Area utilizing a Cart for the accumulation and set out of
515 Solid Waste originating from MFD Residential Premises.

516 1.86 Single-Family Dwelling (SFD) Service Unit. “Single-Family Dwelling” and “SFD” shall mean
517 any building or structure, or portion thereof, including but not limited to Mobile Home Parks, used for
518 residential purposes, and having four (4) or fewer distinct living units. A SFD Service Unit refers to any Single-

519 Family Dwelling Unit in the Service Area utilizing a Cart for the accumulation and set out of Solid Waste
520 originating from SFD Residential Premises. The term SFD Service Unit is inclusive of all SFD Dwelling Units
521 regardless of how many SFD Dwelling Units sit on a single parcel; though multiple Dwelling Units may exist
522 on one parcel, to the extent that one SFD Dwelling has four (4) or fewer distinct living units, it shall be treated
523 as a SFD Service Unit.

524 1.87 SFD Collection Service. "SFD Collection Service" means SFD Garbage Collection Service,
525 SFD Recyclable Materials Service, SFD Organic Waste Collection Service, and SFD Bulky Waste Collection
526 Service.

527 A. SFD Garbage Collection Service. The Collection of Garbage, by Contractor, from
528 SFD Service Units in the Service Area, and the delivery of that Garbage to the Disposal Facility.

529 B. SFD Bulky Waste Collection Service. The periodic on-call Collection of Bulky
530 Waste, by Contractor, from SFD Service Units in the Service Area, and the delivery of those Bulky Waste
531 to the Disposal Facility, Materials Recovery Facility, or other such facility as may be appropriate under the
532 terms of this Agreement. SFD Bulky Waste Collection Service does not include the Collection of Bulky
533 Waste using Roll-Off Containers.

534 C. SFD Organic Waste Collection Service. The Collection of Organic Waste, by
535 Contractor, for SFD Service Units in the Service Area, and the delivery of those Organic Waste Materials
536 to the Organic Waste Processing Facility.

537 D. SFD Recyclable Materials Service. The Collection of Recyclable Materials,
538 including dry-cell household batteries when set out by the Service Recipient in heavy duty plastic bags
539 and placed on the Recyclable Materials Cart, by the Contractor from SFD Service Units in the Service
540 Area the delivery of those Recyclable Materials to the Materials Recovery Facility.

541 1.88 Single-Family Dwelling or SFD. "Single-Family Dwelling" or "SFD" means any residential
542 Premises with four (4) or fewer single attached Dwelling Units, each designed for use by one bona fide
543 housekeeping group.

544 1.89 Sludge. "Sludge" means the accumulated solids, residues, and precipitates generated as
545 a result of waste treatment or processing, including wastewater treatment, water supply treatment, or
546 operation of an air pollution control facility, as well as mixed liquids and solids pumped from septic tanks,
547 grease traps, privies, or similar disposal appurtenances, or any other such waste having similar
548 characteristics or effects.

549 1.90 Solid Waste. "Solid Waste" means all putrescible and non-putrescible solid, semisolid, and
550 liquid wastes, including Garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and
551 construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances,
552 dewatered, treated, or chemically fixed sewage Sludge which is not Hazardous Waste, vegetable or animal
553 solid and semisolid wastes, and other discarded solid and semisolid wastes, as set forth in California Public
554 Resources Code Section 40191(a)(b), as amended from time to time. Solid Waste includes Recyclable
555 Materials but does not include (1) Hazardous Waste; (2) radioactive waste regulated pursuant to the Health

556 and Safety Code Section 114960 et seq.; and (3) medical waste regulated pursuant to the Health and Safety
557 Code Section 117600 et seq.

558 1.91 Solid Waste Collection. “Solid Waste Collection” means the Collection of Garbage,
559 Recyclable Materials, and Organic Waste within the corporate limits of City, and the transportation of such
560 material to appropriate places for processing, Recycling, Composting, and/or Disposal.

561 1.92 Source Separated. “Source Separated” means materials that have been kept separate in
562 the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing in order
563 to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted
564 products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined
565 in 14 CCR Section 17402.5(b)(4).

566 1.93 Source Reduction and Recycling Element (SRRE). “SRRE” means a formal planning
567 document that demonstrates how the City will comply with the Act’s Diversion goals.

568 1.94 Term. “Term” means the time period or duration for which the Agreement is in effect.

569 1.95 Tier One Commercial Edible Food Generator. “Tier One Commercial Edible Food
570 Generator”, defined within SB 1383, means a commercial Edible Food generator that has an SB 1383
571 compliance deadline of January 1, 2022. Tier One Generators may include supermarkets; grocery stores with
572 a total facility size equal to or greater than 10,000 square feet; food service providers that serve institutional,
573 governmental, commercial, or industrial locations; food distributors; and/or wholesale food vendors.

574 1.96 Tier Two Commercial Edible Food Generator. “Tier Two Commercial Edible Food
575 Generator”, defined within SB 1383, means a commercial Edible Food generator that has an SB 1383
576 compliance deadline of January 1, 2024. Tier Two Generators may include restaurants with 250 or more
577 seats or a total facility size equal to or greater than 5,000 square feet; hotels with an on-site food facility and
578 200 or more rooms; health facilities with an on-site food facility and 100 or more beds; large venues
579 (permanent venue facilities that annually seat or serve an average of more than 2,000 individuals within the
580 grounds of the facility per day of operation); large events (events that serve an average of more than 2,000
581 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit,
582 or privately owned park, parking lot, golf course, street system, or other open space when being used for an
583 event); state agencies; and/or local education agencies.

584 1.97 Transfer Station. “Transfer Station” means the place or places listed in Exhibit 8 for
585 conveyance of Solid Waste Collected by Contractor into larger vehicles prior to transportation of the Solid
586 Waste to the Disposal Facility or Processing Facility.

587 1.98 Unicycling. “Unicycling” means a method of separating trash and Recyclable Materials in
588 a single Collection Container. Garbage materials are Collected in bags and deposited into the Collection
589 Container, and Recyclable Materials are deposited into the Collection Container loose and unbagged.

590 1.99 Universal Waste or U-Waste. “Universal Waste” or “U-Waste” means electronic devices,
591 dry-cell batteries, non-empty aerosol cans, fluorescent lamps, fluorescent bulbs, mercury thermostats, and
592 other mercury-containing equipment.

593 1.100 Waste. “Waste” means the useless, unused, unwanted, or discarded material and debris
594 resulting from normal residential and commercial activity or materials which, by their presence, may injuriously
595 affect the health, safety, and comfort of persons or depreciate property values in the vicinity thereof.

596 1.101 Waste Generator. “Waste generator” means any person, as defined by the most current
597 version of the Public Resources Code, whose act or process produces Solid Waste as defined in that same
598 code, or whose act first causes Solid Waste to become subject to regulation.

599 1.102 Workday. “Workday” means any day, Monday through Saturday, that is not a Holiday as
600 set forth in this Agreement.

601 1.103 Wood Waste. “Wood Waste” means Solid Waste consisting of stumps, large branches,
602 tree trunks, and wood pieces or particles that are generated from the manufacturing or production of wood
603 products; harvesting, processing, or storage of raw wood materials; or Construction and Demolition activities.

604 **Article 2. Term of Agreement**

605 2.01 Term of Agreement. The Term of this Agreement will be for a fifteen (15) year period
606 beginning July 1, 2025, and terminating on June 30, 2040. Contractor shall commence performance of its
607 Solid Waste Collection obligations under this Agreement on July 1, 2025 (“Commencement Date”).

608 2.02 Optional Extension of Term. City may, in its sole discretion, grant Contractor two additional
609 five (5) year extensions of the Term. The City may decline to negotiate an extension of the Term if the following
610 preconditions are not satisfied; (1) Contractor is not then in default of any material term or condition of the
611 Agreement; (2) Contractor has paid City on time all required fees associated with Agreement; or (3) Contractor
612 must request the Optional Extension of Term by October 1, 2038, in order to be eligible for the first extension,
613 and by October 1, 2043, to be eligible for the second extension. City shall consider performance standards
614 and the results of performance reviews, as outlined in Article 17, in decisions regarding extension of term.

615 **Article 3. Conditions Governing Services Provided by Contractor**

616 3.01 Grant of Exclusive Agreement. City hereby grants to Contractor, on the terms and
617 conditions set forth herein, including the limitations set forth in Sections 3.02 and 3.03, the exclusive franchise,
618 right, and privilege to collect, remove, and dispose of, in a lawful manner, Solid Waste, Recyclable Materials,
619 and Organic Materials accumulating in the City’s Service Area and offered for Collection to the Contractor in
620 accordance with Applicable Law, for the Term of and within the scope set forth in this Agreement.

621 3.02 Recyclable Materials, Organic Waste, and Bulky Waste Discarded by Service Recipients.
622 This Agreement shall not prohibit any Service Recipient from selling Recyclable Materials or Organic Waste
623 or giving Recyclable Materials or Organic Waste away to persons or entities other than Contractor. However,
624 in either instance: (1) the Recyclable Materials and Organic Waste must be Source Separated from and not

625 mixed with other Solid Waste; and (2) the seller/donor may not pay the buyer/donee any consideration for
626 Collecting, processing, or transporting such Recyclable Materials or Organic Waste. A discount or reduction
627 in the price for Collection, Disposal, and/or Recycling services for any form of un-segregated or segregated
628 Solid Waste is not a sale or donation of Recyclable Materials or Organic Waste, and such Solid Waste does
629 not qualify for this exception. However, once the Recyclable Materials or Organic Waste have been placed
630 in the Collection Container and the Container set out for Collection, the Recyclable Materials or Organic
631 Waste become the property of Contractor and cannot be sold or donated.

632 3.03 Exclusions to Exclusivity.

633 3.03.1 Specialized Recyclable Materials. If Contractor expressly advises City in writing that
634 it is unable or unwilling to Collect and process for specific Diversion, after being provided the opportunity in
635 writing to provide the specific service, specialized materials as described in this Section, and a third party is
636 able to reuse or Recycle one or more of these materials, Service Recipients shall have the right to engage
637 the third-party recycler to Collect and Recycle those Source-Separated Recyclable Materials, provided that
638 the Diversion is verified by the City. These specialized materials shall include, but are not limited to, Organic
639 Waste, metals, Construction and Demolition Debris, laboratory waste, pallets, clothing, shoes, textiles, and
640 plastic.

641 3.03.2 Recyclable Materials Sold By Commercial Generator. If the Waste Generator at a
642 Commercial Service Unit has Source Separated Recyclable Material, the Waste Generator is entitled to sell
643 that Recyclable Material or be otherwise compensated in a manner resulting in a net positive payment to the
644 Waste Generator, when such collector is permitted as appropriate under the City Municipal Code.

645 3.03.3 Byproducts of Food and Beverage Processing. Under AB 3036 (2018), certain
646 byproducts from the processing of food or beverages from agricultural or industrial sources, provided they
647 do not include animal, including fish, processing byproducts, they are Source-Separated, they are not
648 discarded (meaning the generator may not pay the recipient any consideration, or accept a discount or
649 reduction in price for Collecting, processing, or transporting such material), and they are used as animal
650 feed, are exempted from this Exclusive Franchise Agreement. Entities requesting exemption must apply to
651 the City and be any of the following: registered pursuant to Section 110460 of the Health and Safety Code
652 or be exempted from registration pursuant to Section 110480 of the Health and Safety Code or be a beer
653 manufacturer as defined in Section 23012 of the Business and Professions Code, or be a distilled spirits
654 manufacturer, as defined in Section 23015 of the Business and Professions Code.

655 3.03.4 Donated Solid Waste. Recyclable Materials, Organic Waste, or Bulky Waste which
656 is Source Separated at any Premises by the waste generator and donated to youth, civic, or charitable
657 organizations qualified as such pursuant to Federal law.

658 3.03.5 Gardening or Landscape Services. Green Waste removed from a Premises by a
659 gardening, landscaping, or tree trimming company as an incidental part of a total service offered by that
660 company rather than as a hauling service.

3.03.6 Self-Haul. Service Recipients may choose to Self-Haul Solid Waste to Disposal or Processing Facilities, to the extent authorized by the Municipal Code.

3.03.7 Materials Generated or Accumulated During An Emergency or Disaster. During an emergency or disaster, as determined by City in its sole discretion, City may enlist additional contractors or other entities in the Collection, transportation, and/or Disposal of any and all types of materials that are generated or accumulated. In particular, the City may choose to pursue reimbursement of disaster services through the Federal Emergency Management Agency (FEMA), which would require that the associated disaster services be secured via a competitive bidding process. Contractor shall not be prohibited by any part of this Agreement from participating in this competitive bidding process, but City shall be free to put services associated with declared disasters out to bid in accordance with FEMA requirements and enlist additional contractors based on the results of that process.

3.04 Responsibility for Service Billing and Collection. Contractor is responsible for the billing and collection of payments for Solid Waste Collection within the Service Area.

Article 4. Franchise Fees and Payments

4.01 Contractor's Payments to City. The Parties agree that all fees and any payments owed by Contractor to City under this Agreement are the product of extensive negotiations and constitute valid consideration for the rights and privileges granted to Contractor under this Agreement.

4.02 Reimbursement for the Cost of Procurement/Negotiation Process. Contractor shall reimburse the City a one-time fee of One Hundred and Fifty Thousand Dollars (\$150,000) for the cost of the Franchise Agreement solicitation, evaluation, negotiation, and award process. This fee shall be due and payable on the thirtieth (30th) day after the Effective Date of the Agreement. This fee shall not be recoverable via Contractor's Collection Services Rates or any other form of compensation under this Agreement.

4.03 Monthly Fees and Payments. The following monthly fees and payments shall be due and payable on the twentieth day of the month following the end of each month for which Solid Waste Collection was provided, with the first such payment being due on August 20, 2025. The City Council may adjust the Monthly Fees by resolution, in which case Contractor shall be entitled to an adjustment to Maximum Service Rates as a City-directed change in accordance with Section 30.01. The Monthly Fees shall be accompanied at the time of payment by a written report, in a format acceptable to the City, setting forth the calculations Contractor used to determine the amount due and the basis for those calculations. Figures used in the report shall be taken from Contractor's general books of account, and Contractor shall retain all supporting documentation in accordance with the records retention requirements in Section 23.01.

4.03.1 Franchise Fee. Contractor shall pay to City a Franchise Fee set by City Council resolution or ordinance. The Franchise Fee shall be due and payable monthly within twenty (20) days following the end of each month. If payment is not received within said twenty (20) day period, interest shall accrue thereon at the maximum interest rate permitted under California law, but not to exceed ten (10) percent per annum. Any such fee shall have prospective effect only; provided, however, that should any

697 adjustment be given retroactive effect, the applicable Franchise Fee shall, in the Council's discretion, also
698 be given such effect.

699 4.04 Adjustments to Fees. City may set other fees or adjust the fees established in this Article
700 from time to time during the Term of this Agreement, and such adjustments and any Franchise Fee
701 adjustments shall be included in the adjustment of Maximum Rates as described in Exhibit 1.

702 4.05 Time and Method of Payment. Contractor shall pay all amounts owed under this Article
703 without prior notice or demand and without abatement, deduction, offset, or credit in lawful money of the
704 United States, on or before the applicable due date, unless the due date lands on a weekend or Holiday, in
705 which case the due date shall be the next Business Day. If sent by U.S. mail, the remittance must be post-
706 marked on or before the due date. If hand-delivered, Contractor must request and receive a date-stamped
707 receipt from the City by 5:00 p.m. Pacific Time (PT) on the due date.

708 4.06 Franchise Fee Disputes. In the event of any disputes between the Contractor and the City
709 with respect to the fees described in this Article, the City shall provide the Contractor with written objection
710 within one hundred eighty (180) days of the receipt of the written report described in Section 4.03,
711 encompassing the dispute amount. The City shall state its objections in writing with reference to the applicable
712 portion(s) of the report and its reasons then known for its dispute. The Parties agree to meet and confer
713 regarding any such dispute.

714 4.07 In the event any City imposed fee (hereinafter "CIF") is determined by a court to be
715 excessive, invalid, or unenforceable, then: (i) Contractor shall not charge or collect the future portion of such
716 CIF; (ii) to the extent the Customers are entitled to a reimbursement of any portion of such CIF, and City is
717 required to reimburse Contractor in the amount of such CIF previously remitted to City, thereafter, Contractor
718 shall directly reimburse all Customers entitled to reimbursement in the amount attributable to each Customer
719 account. In no event shall Contractor retain any portion of the fees reimbursed by City; (iii) to the extent the
720 Customers are entitled to a reimbursement of such CIF, and City is required by a court to directly reimburse
721 Customers, Contractor shall assist City in identifying all Customers entitled to a reimbursement, quantifying
722 the reimbursement amount attributable to each Customer account, and obtaining and providing to City any
723 other information needed to satisfy the obligations imposed by a court; and (iv) City and Contractor will, within
724 thirty (30) days following such court decision, meet and confer to negotiate in good faith and using reasonable
725 efforts to attempt to agree on modifications to the Agreement.

726 **Article 5. General Requirements**

727 5.01 Service Standards. Contractor must perform all Solid Waste Collection under this
728 Agreement in a thorough and professional manner as described in Article 25, while meeting the minimum
729 performance and Diversion standards listed in Article 17, according to the Sustainability and Compliance Plan
730 (Exhibit 9) developed by the Contractor and approved by the City.

731 5.02 Labor and Equipment. Contractor must provide and maintain all labor, equipment, tools,
732 facilities, and personnel supervision required for the performance of Contractor's obligations under this
733 Agreement. Contractor must always have sufficient backup equipment and labor to fulfill Contractor's

734 obligations under this Agreement. No compensation for Contractor's services or for Contractor's supply of
735 labor, equipment, tools, facilities, or supervision will be provided or paid to Contractor by City or by any Service
736 Recipient except as expressly provided by this Agreement.

737 5.03 Holiday Service. The City observes New Year's Day, Martin Luther King Jr. Day,
738 Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus/Indigenous Peoples
739 Day, Veterans Day, Thanksgiving Day, and Christmas Day as legal Holidays. Contractor is not required to
740 provide Solid Waste Collection or maintain office hours on the designated Holidays. In any week in which one
741 of these Holidays falls on a Workday, SFD Collection Services for the Holiday and each Workday thereafter
742 will be delayed one Workday for the remainder of the week, with normally scheduled Friday SFD Collection
743 Services being performed on Saturday. Commercial Collection Services will be adjusted as set forth in Article
744 12, but must meet the minimum frequency requirements of one (1) time per week. Solid Waste Collection will
745 not take place on Sundays, unless previously authorized by the Agreement Administrator.

746 5.04 Inspections. The City has the right to inspect Contractor's facilities or Collection Vehicles
747 and their contents used to provide services pursuant to this Agreement at any reasonable time while operating
748 inside or outside the City without advance notice to the Contractor.

749 5.05 Commingling of Materials.

750 5.05.1 SFD Materials Collected in San Pablo. Except as expressly provided herein,
751 Contractor may not at any time commingle any SFD materials Collected pursuant to this Agreement with
752 any other material Collected by Contractor inside or outside the City of San Pablo without the express prior
753 written authorization of the Agreement Administrator.

754 5.05.2 Commercial Garbage Materials Collected in San Pablo. Contractor may commingle
755 Commercial Garbage materials Collected pursuant to this Agreement with other materials Collected outside
756 the City of San Pablo, provided that Contractor tracks the tonnage of Commercial material Collected inside
757 the City of San Pablo separately using a City-approved allocation methodology. Changes to the allocation
758 methodology may only be made with the express prior written authorization of the Agreement Administrator.
759 By executing this Agreement, City approves of Contractor's current methodology.

760 5.05.3 Recyclable Materials. Subject to Sections 10.09.1, 11.08.3, and 12.06.4, Contractor
761 may not at any time commingle SFD or Commercial Recyclable Materials Collected pursuant to this
762 Agreement with any other material type Collected by Contractor without the express prior written
763 authorization of the Agreement Administrator.

764 5.05.4 Organic Waste. Subject to Sections 10.10.3, 11.09.5, and 12.07.6, Contractor may
765 not at any time commingle SFD or Commercial Organic Waste Collected pursuant to this Agreement with
766 any other material type Collected by Contractor, without the express prior written authorization of the
767 Agreement Administrator.

768 5.05.5 Commingled Garbage and Recyclables. Only in special circumstances in which
769 separate Collection Containers pose a challenge due to space or logistical constraints, and with prior written

770 authorization of the Agreement Administrator, Contractor may Collect Commercial Garbage and Recyclable
771 Materials in the same Collection Container, using a Split-bin or Unicycling, for the purposes of processing
772 Recyclable Materials for Diversion.

773 5.06 Recyclable Materials and Organic Waste Contamination. Contractor must offer the Service
774 Recipients the correct combination of Cart and Bin sizes and Collection frequency beyond the minimum
775 bundled service requirements, as necessary, that matches their unique service needs to reduce
776 contamination of Recyclable Materials and Organic Waste, and to provide service at the least cost to Service
777 Recipient. To support City's Diversion goals and Contractor's Diversion Requirements as set forth in Article
778 8, Contractor is only required to Collect and process Recyclable Materials if they have been separated by the
779 Service Recipient from Garbage and Organic Waste and will only be required to Collect Organic Waste if it
780 has been Source Separated by the Service Recipient from Garbage and Recyclable Materials.

781 As part of Contractor's Public Education Services under Section 20.02, Contractor has agreed to provide
782 outreach and support to Service Recipients as described in the Contractor's Sustainability and Compliance
783 Plan provided as Exhibit 9 and the Education and Outreach Plan provided as Exhibit 10. Additionally,
784 Contractor's route Collection personnel will report to Contractor's supervisors if they observe potential
785 contamination problems and/or insufficient Collection capacity. For purposes of determining if Recyclable
786 Materials or Organic Waste are deemed to be contaminated, if, by visual or digital inspection, Recyclable
787 Materials are commingled with ten percent (10%) by weight or volume of Garbage or Organic Waste, or if, by
788 visual inspection, Organic Waste is commingled with three percent (3%) by volume of Garbage or Recyclable
789 Materials, then Recyclable Materials and/or Organic Waste will be deemed to be contaminated and
790 Contractor may take the following steps:

791 5.07 Violations by Service Recipients. The following provisions will apply to all Commercial,
792 MFD, and SFD Service Recipients. An occurrence is defined as an event of contamination in one day,
793 meaning that two occurrences cannot occur on the same day.

794 5.07.1 Two-Month Contamination Education Period. For the first two months following
795 commencement of this Agreement, all Service Recipients will be provided educational materials and
796 instructions on methods to properly source separate generated materials within the appropriate Collection
797 Containers and prevent contamination for a particular Container (i.e., Recyclable Materials or Organic
798 Waste). During this two-month contamination education period, Contractor must Collect the contaminated
799 Container (as the Container's intended commodity) and must affix to the contaminated Container a
800 Contamination Violation Notice which contains instructions on the proper procedures for sorting Recyclable
801 Materials or Organic Waste, and must notify the Service Recipient by phone, U.S. mail, email, or in person
802 (which may be a Container tag that meets SB 1383 requirements), that for any subsequent incidents of
803 excess contamination following this two-month contamination education period, the Service Recipient may
804 be charged a contamination fee for the contaminated Container, and Contractor may increase the Collection
805 Container size, or require an additional Collection Container. Contractor's representative must also contact
806 the Service Recipient by phone, U.S. mail, email, or in person (which may be a Container tag that meets SB
807 1383 requirements) to ensure that they have the appropriate level of service for proper Collection of
808 Recyclable Materials and/or Organic Waste. Contractor must also document the contamination issue and
809 provide digital/visual documentation to the Service Recipient that clearly documents the Service Recipient's

on-going contamination problems. For each new service account that is created during the term of this Agreement, that Service Recipient will also be given a two-month contamination education period prior to the assessment of a contamination fee for the contaminated Container. The procedures for such contamination education period associated with the establishment of a new service account will follow those previously described in this Section during the first two months of the account contract's commencement.

5.07.2 Occurrences After the Two-Month Contamination Education Period. Upon conclusion of the two-month contamination education period for a Service Recipient, if Contractor encounters a contaminated Container (i.e., Recyclable Materials or Organic Waste), Contractor must Collect the contaminated Container (as the Container's intended commodity) and must charge the Service Recipient a contamination fee as set forth in Exhibit 1. Contractor must continue providing the Recyclable Materials or Organic Waste Collection Services. Contractor must provide (or have provided) digital/photographic documentation to the Service Recipient that clearly documents the Service Recipient's on-going contamination problems and written Notices of contamination as described above. Contractor may increase the Container size or Collection frequency and impose a contamination surcharge on the account for a period of six months or until the Service Recipient has demonstrated no contamination for a period of three consecutive months. Contractor must document contamination issue and surcharge and notify City within five (5) Business Days if Contractor increases the Container size or Collection frequency for excessive contamination or imposes the contamination surcharge on the account. City will consult with Contractor and consider and pursue, as applicable, appropriate legal remedies against offending Service Recipients to secure discontinuance of the contamination.

5.08 Tracking Occurrences of Contamination. Regarding Section 5.07, each Contamination occurrence is tracked annually per Calendar Year. Where contamination is occurring, and occurrences are consecutive and unremedied, their count shall continue across Calendar Years until remedy occurs.

5.09 Disputes Over Excess Contamination Charges. If Service Recipient disputes a contamination charge (which must be within thirty (30) days of them being assessed), Contractor will temporarily halt any contamination charge and/or increased Maximum Service Rate resulting from increasing the Collection Container size, or Collection frequency, and Contractor may request a ruling by the City Manager to resolve the dispute. During the pendency of any request, Contractor may restore Container size or number, or Collection frequency to the prior levels. A request by Contractor to the City Manager to rule on any such dispute must be filed within ten (10) Business Days of Contractor's halting of contamination charge, or increased Maximum Rate, and must include written documentation and digital/visual evidence of ongoing overall problems. The City Manager may request a meeting (in person or phone) with both the Service Recipient and Contractor to resolve the dispute. Following such a meeting, the City Manager will rule on the dispute within ten (10) Business Days, and the City Manager's decision on resolving the dispute between Contractor and Service Recipient will be final. If the City Manager rules in favor of the Service Recipient, Contractor will credit the disputed contamination charges or increased Maximum Service Rate. If the City Manager rules in favor of Contractor, Contractor may charge Service Recipient the prior halted contamination charge and/or increased Maximum Service Rate resulting from increasing the Collection Container size or Collection frequency and may follow the steps in Section 7.08 for collection of delinquent accounts.

849 5.10 Overage and Correction Procedures. Contractor shall provide the Service Recipients the
850 correct combination of Collection Containers and Collection frequency that matches each Service Recipient's
851 unique service needs to enable clean, efficient, and cost-effective Collection of Solid Waste, Recyclable
852 Materials, and Organic Waste. City and Contractor agree that overflow of Solid Waste that is not properly in
853 the Service Recipient's Solid Waste Collection Containers negatively impacts public health and safety.
854 Contractor has also agreed to conduct Recycling audits and provide outreach and support to Service
855 Recipient accounts receiving the correct service level. However, if Service Recipients are found to habitually
856 overflow their Solid Waste Collection Containers (i.e., lid will not close, and/or material not contained within
857 Container), Contractor may take the steps listed below to correct Service Recipient's on-going overflow of
858 Solid Waste.

859 5.10.1 Prior Arrangements for Collection. If the Service Recipient has made prior
860 arrangements with Contractor for Collection of Solid Waste Overages, Contractor must Collect such
861 Overages as arranged, and may charge the Service Recipient the Solid Waste Overage fee (prior
862 arrangement) set forth in Exhibit 1.

863 5.10.2 No Prior Arrangements. If the Service Recipient has not made prior arrangements
864 with Contractor for Collection of Solid Waste Overage, (i) Contractor may Collect such Solid Waste Overage
865 at no additional charge as a courtesy, (ii) Contractor may not Collect the Solid Waste Overage and leave a
866 Non-Collection Notice explaining the reason for non-collection of the Solid Waste Overage, (iii) Contractor
867 may Collect the Solid Waste Overage (up to two lifts) and charge the Service Recipient the Solid Waste
868 Overage fee (no prior arrangement) set forth in Exhibit 1 as provided below, or increase the capacity or
869 frequency of Collection of the existing Collection Container(s) to match documented service needs as
870 provided below. In managing Solid Waste Overages, the following apply:

871 5.10.2.1 SFD Service Recipients – Each Occurrence. For each occurrence
872 Contractor will not Collect the Solid Waste Overage because the Collection Container could not be serviced
873 by normal operating procedures or cause spillage upon servicing, Contractor must provide written notice
874 via email, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient with the
875 date, description, and photograph of the Solid Waste Overage. Contractor's Non-Collection Notice for SFD
876 Service Recipients shall also contain instructions on (a) how to schedule a Bulky Waste Collection or (b)
877 request an additional Collection Container to eliminate future Overages. For each occurrence Contractor
878 charges a Service Recipient the Solid Waste Overage fee (no prior arrangement) set forth in Exhibit 1,
879 Contractor will document the physical condition of the Collection Container and associated Overage with
880 one or more photographs and retain this documentation for the period of at least one year.

881 5.10.2.2 Commercial and MFD Service Recipients – Each Occurrence.
882 Contractor must provide a written notice on the Container and may provide a copy of the notice via email,
883 U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient with the date,
884 description, and photograph of the Solid Waste Overage. Contractor's Non-Collection Notice for MFD
885 Service Recipients shall also contain instructions on (a) how to schedule a Bulky Waste Collection or (b)
886 request an additional Collection Container to eliminate future Overage. Contractor may Collect the Solid
887 Waste Overage and may charge the Service Recipient a Solid Waste Overage fee as set forth in Exhibit 1
888 and increase the capacity or Collection frequency of the Collection Container to match documented service

needs. At least ten (10) Business Days prior to increasing the Collection Container size or frequency of Collection, Contractor's representative must also contact the Service Recipient by phone, U.S. mail, email, or in person (which may be by Non-Collection Notice) to ensure that Service Recipient has the appropriate level of service. Contractor must document Overage issue and notify City within ten (10) Business Days of any changes in Service Recipient's Collection Container size or Collection frequency. The increased capacity or Collection frequency will remain in effect until Contractor determines that it is no longer needed to prevent Overages, which may be longer than the one Calendar Year stated above. Such determination will be in Contractor's sole but reasonable discretion and will be subject to the dispute resolution procedure set forth below. City will consider, and pursue as applicable, appropriate legal remedies against offending Service Recipients in order to secure discontinuance of the Overages.

5.10.2.3 Tracking Occurrences of Solid Waste Overage. Regarding Section 5.10, after twelve (12) months have passed from the last applicable Solid Waste Overage occurrence, the next Solid Waste Overage occurrence will be deemed a first Solid Waste Overage occurrence.

5.10.3 Disputes Over Container Overflow Charges. If Service Recipient disputes a Solid Waste Overage charge or Container size or Collection frequency change within 30 days of the disputed action, Contractor must temporarily halt Solid Waste Overage charge and/or increased Maximum Service Rate resulting from increasing the Collection Container size or Collection frequency, and Contractor may request a ruling by the City Manager to resolve the dispute. During the pendency of any request, Contractor may restore Container size or number, or Collection frequency, to the prior levels. A request by Contractor to the City Manager to rule on any such dispute must be filed within ten (10) Business Days of Contractor's halting of Solid Waste Overage charge, or increased Maximum Rate, and must include written documentation and digital/visual evidence of ongoing overall problems. The City Manager may request a meeting (in person or phone) with both the Service Recipient and Contractor to resolve the dispute. Following such a meeting, the City Manager will rule on the dispute within ten (10) Business Days, and the City Manager's decision on resolving the dispute between Contractor and Service Recipient will be final. If the City Manager rules in favor of the Service Recipient, Contractor must credit the disputed charge or increased Maximum Service Rate. If the City Manager rules in favor of Contractor, Contractor may charge Service Recipient the prior halted Solid Waste Overage charge and/or increased Maximum Service Rate resulting from increasing the Solid Waste Collection Container size or Collection frequency and may follow the steps in Section 7.08 for collection of delinquent accounts.

5.10.4 Notifying City of Habitual Overflow. Contractor shall notify the City regarding Commercial and MFD Customers that habitually overflow their Containers, where habitual overflow is defined as three (3) or more instances per Quarter, so that the City can take appropriate action with such Customers to secure discontinuance of the Overages.

5.11 Ownership of Materials. Except as provided otherwise under Applicable Law, title to Residential Waste, Commercial Solid Waste, Recyclable Materials, and Organic Waste will pass to Contractor at such time as materials that are set out for Collection are collected and placed in Contractor's collection vehicle.

5.11.1 Ownership of Excluded Waste. Section 5.11 notwithstanding, at no time shall title to Excluded Waste pass to Contractor. Contractor shall not be deemed an owner of Excluded Waste for any purpose. Excluded Waste shall at all times be considered to be owned by the generator of the waste, title shall remain with the generator, and the generator shall be considered the responsible agent. In the event that Excluded Waste is Collected by Republic, Republic will take action to identify who the generator is of such Excluded Waste, so that title remains with the generator and is not passed to the Contractor.

5.12 Spillage and Litter. Contractor may not litter Premises in the process of providing Solid Waste Collection or while its vehicles are on the road. Contractor must transport all materials Collected under the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from Contractor's vehicles. Contractor must exercise all reasonable care and diligence in providing Solid Waste Collection so as to prevent spilling or dropping of Residential Waste, Commercial Solid Waste, Recyclable Materials, or Organic Materials, and must immediately, at the time of occurrence, clean up such spilled or dropped Residential Waste, Commercial Solid Waste, Recyclable Materials, or Organic Materials.

5.12.1 Contractor is not responsible for cleaning up sanitary conditions caused by the carelessness of the Service Recipient; however, Contractor must clean up any material or residue that is spilled or scattered by Contractor or its employees, or from Overage.

5.12.2 Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from Contractor's operations or equipment repair must be covered immediately with an absorptive material and removed from the street surface. Contractor must document spillage (by truck type and truck identification number) and notify City's stormwater compliance coordinator within ninety (90) minutes of any spills resulting from Contractor's operations or equipment. When necessary, Contractor must apply a suitable cleaning agent and cleaning technique to the street surface to provide adequate cleaning as approved by the City's stormwater compliance coordinator to be compliant with the City's stormwater permit.

5.12.3 The above paragraphs notwithstanding, Contractor must clean up any spillage or litter caused by Contractor within ninety (90) minutes upon notice from the City. If City deems necessary, Contractor must engage a third-party environmental clean-up specialist to remove any equipment oil, hydraulic fluids, or any other liquid or debris that remains on street after Contractor's own clean-up efforts. If clean-up is not conducted to the satisfaction of City, City has the right to engage environmental clean-up specialist to perform additional clean-up work at the expense of Contractor. In the event of Contractor's spill or release of a Hazardous Substance, Contractor is responsible for promptly notifying any Federal, State, County, or local governmental agency having jurisdiction over same as may be required under Federal, State, County, or local law or regulation.

5.12.4 In the event where damage to City streets is caused by a hydraulic fluid spill (i.e., any physical damage more than a simple cosmetic stain caused by the spill), Contractor shall be responsible for all repairs to return the street to the same condition as that prior to the spill. Contractor shall be responsible for all clean-up activities related to the spill. Repairs and clean-up shall be performed in a manner satisfactory to the City and at no cost to the City.

5.12.5 To facilitate immediate clean-up, Contractor's vehicles must always carry enough petroleum absorbent materials, along with a broom and shovel.

5.13 SB 1383 Universal Roll-Out. Contractor shall provide Organic Materials Collection service to all of its Customers within City who are subscribed to and pay for Solid Waste Collection service, unless (i) the Customer is categorically exempted under City's Municipal Code from the requirement to subscribe for Organic Materials Collection service or (ii) the Customer qualifies for and is granted a State- or City-issued waiver. Contractor will work with Customers to appropriately size Collection Containers such that source-separation of all materials is possible without any overflow of material, and if any disputes arise or Overages occur, the City will make the final determination on proper Container size.

5.14 Regulations and Record Keeping. Contractor must comply with emergency notification procedures required by Applicable Laws and regulatory requirements. All records required by regulations must be maintained at Contractor's offices. These records must include waste manifests, waste inventories, waste characterization records, inspection records, incident reports, and training records.

5.15 Response Times for City Requests. Upon receiving a data request or information request from City that is not covered by other timeline requirements articulated in this document, and provided that the request from City shall not take more than eight (8) hours of Contractor staff time to complete, Contractor shall compile the requested information and send back a complete response within five (5) Business Days of receipt of the request.

Article 6. Collection Service Rates

6.01 Collection Service Rates. Contractor is solely responsible for determining the rates it will charge for providing Solid Waste Collection, provided that Contractor shall not charge any Service Recipient an amount that exceeds the applicable Maximum Service Rate set forth in Exhibit 1, which may only be adjusted as provided in this Agreement.

6.02 Discount as Contractor's Good Will. In exchange for the good will of the City and the general public, Contractor voluntarily agrees to discount the rate it charges for Solid Waste Collection provided to eligible Service Recipients (the "Discount") and that the Discount shall neither impact the Maximum Service Rates nor be otherwise paid for or subsidized by any other Service Recipients. Contractor shall make the Discount available to any person who demonstrates through appropriate documentation that they are: (i) 65 years of age or older; or (ii) a person of low, lower, or extremely low income, and enrolled in a discounted utility program; and (iii) the service account holder; and (iv) the head of household and occupant at the Service Unit address. Within thirty (30) days of the Commencement Date, Contractor shall provide educational materials describing and explaining the availability and how to qualify for and receive the Discount to all persons in the City currently subscribed to a discount rate program. Contractor shall thereafter advertise the availability of the Discounted services on its website throughout the Term of this Agreement and at least once per year by direct notice to all SFD Service Recipients.

1000 6.03 Adjustments to Maximum Service Rates using CPI. Beginning on January 1, 2027, and
1001 annually thereafter, Contractor shall, subject to compliance with all provisions of this Section, receive an
1002 annual adjustment to the Maximum Service Rates as set forth in Exhibit 1 to this Agreement.

1003 6.03.1 CPI Adjustment Calculation. For Rate Year 2027, beginning on January 1, 2027,
1004 and for subsequent years thereafter, the rates shall be adjusted based on one hundred percent (100%) of
1005 the average change in the CPI for the 12-month period from July 1 to June 30. Therefore, the first rate
1006 adjustment, effective January 1, 2027, will be based on the percentage change in CPI for the average CPI
1007 value from July 1, 2025, through June 30, 2026, compared to the average CPI value from July 1, 2024,
1008 through June 30, 2025, rounded to the nearest hundredth of a percent. The index to be used shall be the
1009 series CUSR0000SEHG, Water and Sewer and Garbage Collection Services in U.S. city average, all urban
1010 consumers, seasonally adjusted.

1011 6.03.2 Annual Rate Cap on Maximum Service Rates. In any Rate Year that the calculation
1012 of the CPI exceeds five percent (5%), the total adjustment for that year will equal five percent (5%) and any
1013 amount over the 5% cap will roll over and be added to the rate adjustment percentage in the following year.
1014 If the CPI is negative (after accounting for any applicable rollover percentages from prior years), there will
1015 be no CPI adjustment for that year.

1016 6.03.3 Rounding. Adjustments to the overall Maximum Service Rates shall be made only
1017 in units of one cent (\$0.01). Fractions of less than one cent (\$0.01) shall not be considered in making
1018 adjustments. All CPI indices shall be rounded at two (2) decimal places for the adjustment calculations.

1019 6.03.4 Maximum Service Rate Adjustment Report. On or before October 1 of each year of
1020 the Term, Contractor shall deliver to City a report on its proposed adjustment to the Maximum Service Rates
1021 for the subsequent calendar year (the "Adjustment Report"). The Adjustment Report shall be in a format as
1022 may be mutually agreed on between the City and Contractor and must contain or be accompanied by
1023 Contractor's adjustment calculations for the specific services performed under this Agreement during the
1024 preceding Agreement Year in Microsoft Excel or another electronic format acceptable to the City. Contractor
1025 shall be solely responsible for the cost of preparing the Adjustment Report.

1026 6.03.4.1 Corrections. In the event the City determines the Adjustment
1027 Report contains substantial errors or omissions, Contractor shall, at its sole cost, provide a corrected report
1028 to the City. A corrected report submitted after October 1 shall be treated as a late report.

1029 6.03.4.2 Late Report. If Contractor fails to submit the Adjustment Report by
1030 October 1, the City may: (1) accept and consider the late Adjustment Report if the City, in its sole and
1031 reasonable discretion, deems there is sufficient time to review and approve the proposed adjustment in
1032 time for it to be implemented on January 1; or (2) accept and consider the late Adjustment Report at its
1033 earliest convenience, in which case any approved rate adjustment shall only go into effect prospectively
1034 thirty (30) days after the City's approval. In no event shall Contractor apply any rate adjustment retroactively.

1035 6.03.4.3 No Report. If Contractor fails to provide any Adjustment Report,
1036 the Maximum Service Rate shall remain unchanged for the next calendar year.

1037 6.04 City Approval. If Contractor provides a timely Adjustment Report, the City Manager shall
1038 notify Contractor on or before December 1 whether the City has approved the requested adjustments to the
1039 Maximum Service Rates for the next Rate Year. Approval of the City Council shall be required for any
1040 requested rate adjustment of more than five percent (5%), which shall only be permitted pursuant to Section
1041 6.06 (Extraordinary Adjustments) below. The City Manager may approve all other requests or refer them to
1042 the City Council at his or her discretion.

1043 6.05 Contractor Payment for CPI review. Contractor shall be responsible for paying the City's
1044 cost of reviewing the annual CPI adjustment in the amount of **Fifteen Thousand (\$15,000)** per year. If the
1045 City determines that Contractor has made substantial errors and has not properly submitted or correctly
1046 calculated the CPI adjustment, the City may add additional costs up to **Fifteen Thousand (\$15,000)** to
1047 conduct a second review and analysis. These payment amounts shall increase annually by the CPI
1048 Adjustment Calculation in Section 6.03.1.

1049 6.06 Extraordinary Adjustments. Independent of and separate from the adjustments due to
1050 Change in Law outlined in Section 30.02, Contractor and City acknowledge that there may be infrequent
1051 extraordinary events, which, although they do not prevent either party from performing, and thus do not
1052 implicate the force majeure provisions hereof, nevertheless increase the cost of providing services above the
1053 Maximum Service Rate Adjustment articulated in Section 6.03. The obligation of the parties in such event is
1054 to act reasonably toward each other in arriving at an appropriate adjustment in rates. Accordingly, at its option,
1055 Contractor may apply to the City for an extraordinary rate adjustment should an event or circumstance arise
1056 which negatively impacts the economic operation of Contractor and which is in excess of the rate adjustment
1057 resulting from the application of Section 6.03. An extraordinary adjustment in rates will be deemed justified if
1058 it is necessary for the Contractor to make a substantial change in its operations, or substantial capital
1059 expenditure or investment to perform its obligations under this Agreement due to the occurrence of an event
1060 or circumstance which is beyond the reasonable control of Contractor. Extraordinary rate adjustments shall
1061 only be effective after approval by the City Council. Contractor applications for extraordinary rate adjustments
1062 are limited to three (3) during the Agreement term, and Contractor may not apply for an extraordinary rate
1063 adjustment in the first five (5) years of the Agreement term.

1064 6.06.1 Contractor's Burden. In the event of such an application for an extraordinary rate
1065 increase, it is understood that the Contractor shall have the burden of demonstrating to the reasonable
1066 satisfaction of the City the basis for the extraordinary increase cost. Contractor shall bear the burden of
1067 justifying its request and shall be solely responsible for the cost of preparing and submitting sufficient
1068 documentation in support of its request. City in its sole reasonable discretion may request Contractor to
1069 provide any additional information it deems necessary to fully evaluate the request, and Contractor shall be
1070 solely responsible for the cost of providing such additional information. Contractor shall allow City to review
1071 a report of its annual revenues and expenses for the services provided in the City. City shall have the right
1072 to review this information in connection with the City's review of Contractor's extraordinary rate adjustment
1073 request. With respect to any financial statements or any other information Contractor specifically designates
1074 as non-public information ("Confidential Information"), City agrees that, except as otherwise set forth in this
1075 Section: (a) it will hold in confidence all Confidential Information; (b) it will restrict the disclosure of
1076 Confidential Information within its own organization and to its agents or representatives who need to know

the Confidential Information for the purposes of the request; (c) it will not disclose Confidential Information to any third party without the prior written consent of the Contractor; (d) it will not copy or reproduce any written or electronically stored Confidential Information without the prior written approval of the Contractor; and (e) it will not use Confidential Information except as required for consideration of the request. City may consider increases or decreases in Contractor's total revenues and total cost of services when reviewing an extraordinary rate adjustment request. Notwithstanding any other provision in this Section, the City will inform the Contractor upon receiving a California Public Records Act request or a subpoena for any Confidential Information by written notice delivered to the Contractor ("Notice"). The Contractor will have five (5) days from the date of the Notice to inform the City in writing of its intent to assert its confidentiality rights under this Agreement. The Contractor will then have fifteen (15) days from the date of the Notice to seek and obtain a court order or other judicial ruling to prevent the disclosure of the Confidential Information. If the Contractor fails to act within the five (5) or fifteen (15) day windows described above, the City may disclose the requested Confidential Information to the requestor or subpoenaing party. In the event Contractor seeks a court order to stay or enjoin the disclosure of the Records, Contractor agrees to indemnify and hold harmless the City, its Council, elected and appointed board or commission members, officers, employees, volunteers, and agents (collectively, "Indemnities") 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, whether judicial, quasi-judicial, or administrative in nature, arising or resulting from or in any way connected with the subject of a CPRA, FOIA request, or subpoena for the Confidential Records. For the purposes of this Section, "Records" shall mean records created or maintained by Contractor in accordance with this Agreement, including those records that may include financial statements or Confidential Information of Contractor. Contractor's indemnity obligation shall survive the expiration or termination of this Agreement.

6.06.2 Review Costs. At the time of its request, Contractor shall also submit a payment to the City of **Twenty-Five Thousand Dollars (\$25,000)** to defray the City's costs to review the request. In the event the City's reasonable costs exceed that amount, Contractor shall reimburse the City for any documented amount in excess. This payment amount shall increase annually by the CPI Adjustment Calculation in Section 6.03.1.

6.06.3 Meet and Confer. The City and Contractor agree to meet and confer regarding the request and to negotiate in good faith regarding the appropriateness of the requested adjustment.

6.06.4 City Review; Approval. City shall review the Contractor's request and, in the City's sole and reasonable judgment, make the final determination as to whether an adjustment to the Maximum Service Rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment. Approval of the City Council shall be required for any Extraordinary Adjustments. The City shall notify Contractor of its decision within ninety (90) calendar days regarding whether it accepts Contractor's request. Except as provided herein, any such change approved by the City shall not be implemented until July 1 of the next Rate Year unless a different timeframe is approved by the City Council.

6.07 Procedures in Event of Invalidation of Rate Adjustment. In the event that City is unable by operation of Applicable Law to approve or implement a rate increase under this Article 6, or some or all of the Maximum Service Rates are disallowed by operation of Applicable Law, Contractor will have the right, within thirty (30) days after notice of any such inability to approve or invalidation of an approved rate increase, to

1117 request, in writing, that City negotiate in good faith regarding reductions in programs, services, or fees to
1118 compensate for any negative impact from the unapproved or invalidated rate increase. If City fails to
1119 commence negotiations in good faith or negotiations are not completed within forty-five (45) days following
1120 the date of receipt of Contractor's request, either party may terminate this Agreement no earlier than one
1121 hundred and eighty (180) days after written notice to the other.

1122 **Article 7. Collection Service Billing**

1123 7.01 Responsibility for Collection Service Billing and Collection. Contractor shall be solely
1124 responsible for the billing and collecting of payments for the Solid Waste Collection Services it provides within
1125 the Service Area.

1126 7.02 Invoices. Contractor shall prepare and send out invoices, by either U.S. mail or email, to
1127 each Service Recipient in advance of all services provided by Contractor under this Agreement. Contractor
1128 shall include an online payment option for all Customers regardless of invoice format. If sent by mail, invoices
1129 for each billing period shall be placed in a separate envelope accompanied by a self-addressed return
1130 envelope. All invoices shall include Contractor's email address, include directions for payment by payment
1131 by check, credit card, or Automated Clearing House (ACH) debit, and shall include or be accompanied by a
1132 complete billing statement showing all charges and all services provided. Contractor's online billing portal
1133 shall include clear instructions for how to contact the Contractor if the Service Recipient has questions about
1134 an invoice. City shall have the right to direct Contractor to revise the format of all invoices and billing
1135 statements upon reasonable notice to Contractor.

1136 7.03 Timing; Frequency. Contractor shall not initiate billing to any Service Unit sooner than the
1137 first day of the service period of Collections Services covered by the invoice. Contractor shall invoice Service
1138 Recipients once every month for Commercial Service Units and MFD Service Units and once every Quarter
1139 for SFD Service Units. SFD Service Units may opt to receive monthly invoices rather than quarterly invoices
1140 with no penalty. No invoice shall be due and payable sooner than the last day of the respective month or
1141 Quarter for which Solid Waste Collection is provided.

1142 7.04 Partial Month Service. If, during a month, a Service Unit is added to or deleted from
1143 Contractor's Service Area, Contractor shall pro-rate billing to the Service Recipient on a weekly basis,
1144 meaning one-fourth of the applicable Maximum Service Rate found in Exhibit 1 multiplied by the number of
1145 weeks of service provided by Contractor.

1146 7.05 Overpayments. Contractor shall refund or issue a service credit for overpayments by
1147 Service Recipients no later than 30 days after Contractor discovers or is notified of the overpayment.
1148 Contractor shall refund every overpayment that: (1) exceeds two hundred dollars (\$200) or the amount of
1149 Service Recipient's typical invoice, whichever is less; or (2) is due to the Service Recipient closing the account
1150 prior to the end of the billing period.

1151 7.06 Delinquent Service Accounts. Contractor shall report all Service Recipients whose
1152 accounts are delinquent by more than ninety (90 days) to the Agreement Administrator on a monthly basis.

1153 7.07 Contractor's Reservation of Legal Rights and Remedies. Notwithstanding any other
1154 provision of this Article, Contractor reserves its right to, and may take such action as is legally available to
1155 Contractor, to collect or cause collection of past due or over-invoiced amounts; provided, however, that
1156 Contractor shall never discontinue Solid Waste Collection to any Service Unit. Contractor may send a written
1157 notice to Service Recipient regarding payments of Billings during the current period or for a prior service
1158 period.

1159 7.08 Collection of Past Due Accounts.

1160 7.08.1 Contractor shall be responsible for collection of payment from Customers with past-
1161 due accounts ("bad debt"). Contractor shall make reasonable efforts to obtain payment from delinquent
1162 accounts through issuance of late payment notices, making at least 3 telephone requests for payments to
1163 Customer and property owner (if the owner is a different Person or entity than the Customer), offering a
1164 Customer payment plan, and suspension of service in accordance with the following.

1165 7.08.2 If a Customer's payment becomes more than one hundred twenty (120) days past
1166 due, Contractor may request approval from the City, which will not be unreasonably denied, to reduce service
1167 to that account until payment is received, providing written evidence for each account that the required
1168 collection steps have been taken. If the City approves such request, the Contractor shall provide the
1169 Customer and property owner (if the owner is different from the Customer) written notice of service reduction
1170 which includes a description of potential penalties from the City for nuisance, should it occur. All notifications
1171 and correspondence issued by Contractor shall be directed to the Customer and the owner of the property
1172 if the owner is a different Person or entity than the Customer.

1173 7.08.3 At its option, Contractor may charge Customers a late payment fee for accounts
1174 that are over sixty (60) days past due provided that Contractor provides each Customer thirty (30) days
1175 written notice of its intent to assess the late fee. The maximum late fee is subject to the City approval and
1176 reflected in Exhibit 1.

1177 7.09 Billing Accounts After Missed Collections.

1178 7.09.1 In the event of a missed Collection, wherein Containers were properly set out in a
1179 timely manner and wherein the Contractor was unable resolve the complaint by the end of the following
1180 Workday, Contractor shall credit the account of the Customer that experienced the missed Collection by a
1181 prorated amount for that missed Service.

1182 7.09.2 In the event that a Customer was subject to a missed Collection wherein Containers
1183 were properly set out in a timely manner and wherein the Contractor was unable to return and Collect the
1184 Customer's Solid Waste until the following week, that Customer shall not be subject to any Solid Waste
1185 Overage fees or otherwise be penalized or tracked for an instance of Overage.

Article 8. Diversion Requirements

8.01 Warranties and Representations. Contractor warrants that it is aware of and familiar with City's waste stream, and that it has the ability, and shall use commercially reasonable efforts to provide and employ, sufficient programs and services to ensure City will meet or exceed City's Diversion goals requirements (including, without limitation, amounts of Solid Waste to be Diverted, timeframes for Diversion, and any other requirements) as set forth in this Article, Applicable Law, and CalRecycle Regulations, and that Contractor will do so without imposing any costs or fees other than those set forth in Exhibit 1. Contractor hereby agrees to assist the City to meet or exceed, on an annual basis, the Diversion Compliance, by undertaking the actions set forth in Section 8.02. For purposes of this Agreement and Contractor's obligations outlined herein, the terms "City's Diversion", "City's Diversion goals", "Diversion Requirements", "Franchised Diversion Rate" and similar terminology means compliance with the requirements for meeting the State's fifty percent (50%) diversion rate expressed as a pounds per day per year rate as established by CalRecycle pursuant to Public Resources Code Section 41780, as Applicable Law.

8.02 Contractor Required Actions. Contractor shall take all of the following actions to assist the City in meeting, on an annual basis, Diversion Compliance:

8.02.1 Except for Organic Waste Collected from homeless encampments or material subject to quarantine by the California Department of Food & Agriculture, and except as provided in Sections 5.06 and 5.10, Collect and deliver all Organic Waste to the Organic Waste Processing Facility for processing and Diversion.

8.02.2 Except as provided in Sections 5.06 and 5.10, Collect and deliver all Recyclable Materials to the Materials Recovery Facility.

8.02.3 Collect and deliver all Garbage to the Disposal Facility.

8.02.4 Collect and deliver all Construction and Demolition Debris to the Materials Recovery Facility.

8.02.5 Deliver all material set out for Collection in Cart, Bins, or Roll-Off Containers identified as containing Source Separated Recyclable Material to the Materials Recovery Facility for processing and Diversion.

8.02.6 Deliver all material set out for Collection in Cart, Bins, or Roll-Off Containers identified as containing Source Separated Organic Waste to the Organic Waste Processing Facility for processing and Diversion.

8.02.7 Only material in Garbage Carts or Garbage Bins will be delivered to the Disposal Facility for Disposal. All other material must go to the appropriate facility for full processing and Diversion.

8.02.8 Contractor must take all commercially reasonable and lawful actions to maximize Diversion of materials from landfills.

1220 8.02.9 Contractor must develop and provide sufficient accurate information and data as
1221 necessary to ensure that Contractor and City annually demonstrate Diversion Compliance to CalRecycle.

1222 8.02.10 Contractor must implement public education and outreach programs as required
1223 under this Agreement.

1224 8.03 Annual Reporting. Contractor shall calculate the Diversion Compliance Rate on an annual
1225 basis and shall deliver a written report regarding the same to the City no later than February 14 of the year
1226 following the reporting period as set forth in Section 22.06.

1227 8.04 Failure of Recyclables Market. Notwithstanding any other provision of this Agreement to
1228 the contrary, where CalRecycle has determined that there are no commercially viable markets for a specific
1229 type of Recyclable Materials, or with written notice to City, Contractor is unable to identify a market for one or
1230 more Recyclable Materials despite the exercise of commercially reasonable efforts to process and market
1231 the material, and determines to Dispose of the Recyclable Material(s), such a determination shall not
1232 constitute a failure to implement service, a failure to implement a program, or an event of default hereunder.

1233 8.05 Failure to Meet Franchised Diversion Rate. If CalRecycle determines that City has failed
1234 to meet the Diversion Compliance due to Contractor's failure to undertake the actions described in this
1235 Section, Contractor must prepare, at Contractor's cost and expense, and submit a corrective action plan to
1236 City sufficient to demonstrate good faith efforts by City to comply with Diversion Compliance and that is
1237 otherwise acceptable to CalRecycle, and may be subject to Administrative Charges and Penalties as allowed
1238 under Article 25 and specified in Exhibit 5. Contractor must also submit a written corrective action plan to the
1239 City before March 15 of the year following the missed minimum Diversion requirement. Contractor's corrective
1240 action plan must specify all actions Contractor will take to ensure it will meet Diversion Compliance Rates in
1241 the future and shall be subject to the review and approval by the Agreement Administrator. Contractor must
1242 implement all measures identified in the corrective action plan at its sole cost and expense, unless the failure
1243 to meet Diversion Compliance was due to a Change in Law that has a material effect on Contractor's ability
1244 to achieve Diversion Compliance or due to the negligent acts or omissions of the City. If Contractor fails to
1245 submit an adequate corrective action plan or to fully implement a City-approved corrective action plan, it shall
1246 subject Contractor to Administrative Charges and Penalties as allowed under Article 25 and specified in
1247 Exhibit 5 in addition to any other remedies available to the City.

1248 8.06 Representations and Warranties. Contractor represents and warrants that it is aware of
1249 and familiar with the Diversion Compliance, the Applicable Laws, and City's waste stream. Contractor
1250 represents and warrants that it has the capacity, skill, and ability to undertake the actions identified in Section
1251 8.02 above without imposing any costs or fees other than those set forth in the Schedule of Maximum Service
1252 Rates, as may be adjusted as provided for in this Agreement. Where the Diversion Compliance is modified
1253 by Section 30.02.1, Contractor agrees to develop and implement such actions, programs, and measures as
1254 are necessary to bring City into compliance with the modified Diversion Compliance, and City agrees that it
1255 will meet and confer with Contractor for a period not to exceed ninety (90) days regarding such actions,
1256 programs, and measures, their implementation, and adjustments to rates reasonably necessary to effectuate
1257 same in accordance with Section 30.02.1.

1258 8.07 Mutual Cooperation. City and Contractor shall each reasonably cooperate in good faith
1259 with all efforts of the other Party to meet City's Diversion requirements under Applicable Law and the
1260 Contractor's obligations under this Article. City's obligations in this regard shall include, without limitation,
1261 making such petitions and applications as may be reasonably requested by Contractor for time extensions in
1262 meeting Diversion goals, or other exceptions from the terms of Applicable Laws, and to agree to authorize
1263 such changes to Contractor's Recyclable Materials, Organic Waste, or Solid Waste programs as may be
1264 reasonably requested by Contractor in order to achieve the minimum requirements of this Article.

1265 8.08 Contractor's Diversion Programs. Contractor shall implement the Diversion programs
1266 required under this Agreement to ensure that City and Contractor comply with all Diversion requirements
1267 under Applicable Law and the City meets or exceeds all minimum Diversion requirements under Applicable
1268 Law. Contractor shall furthermore, at its sole cost and expense, (1) assist the City in responding to inquiries
1269 from, or prepare for and attend any hearing before, CalRecycle or any other regulatory agency relating to the
1270 City's compliance with Applicable Law; prepare for and participate in CalRecycle's review of the City's SRRE;
1271 apply for any extension available under Applicable Law; develop and implement a public awareness and
1272 education program consistent with the City's SRRE and Household Hazardous Waste Element and any
1273 related requirements of Applicable Law; (2) provide the City with Recycling, source reduction, and other
1274 technical assistance as may be needed to comply with Applicable Law; and (3) advise the City of additional
1275 programs or measures Contractor can, if authorized by the City, implement to increase compliance with the
1276 Diversion requirements of Applicable Law.

1277 8.09 New Diversion Programs. If Contractor fails to meet any Diversion Compliance requirement
1278 or the City fails to meet any CalRecycle Diversion requirement, notwithstanding Contractor's implementation
1279 of all Diversion and public education programs as required by this Agreement, the City may direct Contractor
1280 to modify its Diversion and public education programs or implement new programs. Such modifications shall
1281 constitute a City-Directed Change under Section 30.01. Contractor shall not implement new Diversion
1282 programs not described in this Agreement without the City's prior consent.

1283 8.10 Nothing contained herein shall prohibit Contractor from meeting its Diversion requirements
1284 by any alternative methods or procedures, provided it complies with Applicable Law, as may be amended
1285 from time to time. Contractor's ability to meet its Diversion requirements by alternative methods per this
1286 Section is subject to Agreement Administrator review and approval.

1287 **Article 9. Service Unit Types**

1288 9.01 Service Units. Service Units include all the following categories of Premises which are in
1289 the Service Area as July 1, 2025, and all such Premises which may be added to the Service Area by means
1290 of annexation, new construction, or as otherwise set forth in this Agreement during Term of this Agreement:

1291 9.01.1 SFD Service Units. Services are specified in Article 10.

1292 9.01.2 MFD Service Units. Services are specified in Article 11.

1293 9.01.3 Commercial Service Units. Services are specified in Article 12.

1294 9.01.4 Industrial Service Units. Services are specified in Article 13.

1295 9.01.5 City Service Units. Services are specified in Article 14.

1296 9.01.6 Any question as to whether a Premises falls within one of these categories will be
1297 determined by the Agreement Administrator and the determination of the Agreement Administrator will be
1298 final.

1299 9.02 Service Unit Changes. City and Contractor acknowledge that during the Term of this
1300 Agreement it may be necessary or desirable to add or delete Service Units for which Contractor will provide
1301 Service.

1302 9.02.1 Additions and Deletions. Contractor must provide services described in this
1303 Agreement to new Service Units in Contractor's Service Area within five (5) Workdays of receipt of notice
1304 from City or the new Service Unit to begin such Service.

1305 9.03 Annexation. If, during Term of the Agreement, additional territory within or adjacent to the
1306 Contractor's Service Area is acquired by City through annexation, subject to the requirements of Public
1307 Resources Code Section 49520, Contractor agrees to provide Solid Waste Collection in such annexed area
1308 in accordance with the provisions and Maximum Service Rates set forth in this Agreement after termination
1309 of former contractor's rights to provide service have been exhausted. Such Solid Waste Collection must begin
1310 within five (5) Workdays of receipt of written notice from City. Contractor may not begin Collection Service
1311 without written authorization from City.

1312 9.04 Route Map Update. Contractor must revise the Service Unit route maps to show the
1313 addition of Service Units added due to annexation and must provide such revised maps to the Agreement
1314 Administrator as requested.

1315 9.05 Shared Service. Provided that the City updates the City Municipal Code, in collaboration
1316 with Contractor, with such Municipal Code updates that provide specifics regarding a shared service program,
1317 City businesses shall not be prohibited from sharing bins with other businesses as a single Commercial
1318 Service Unit, or from coordinating to share a single Commercial Service Unit Collection account; and City
1319 residents shall not be prohibited from sharing bins with other residents as a single SFD Service Unit, or from
1320 coordinating to share a single SFD Service Unit Collection account.

1321 **Article 10. Residential Service**

1322 10.01 SFD Conditions of Service. Except as set forth below, Contractor must provide SFD
1323 Collection Services to all SFD Units in the Service Area. The SFD Services are governed by the following
1324 terms and conditions:

1325 10.01.1 Curb Service. Except for those Service Recipients that choose to receive Bins for
1326 service, Contractor must provide SFD Collection Service to all SFD Service Units in the Service Area whose
1327 SFD Solid Waste is properly containerized in Garbage Carts; Recyclable Materials are properly
1328 containerized in Recyclable Materials Carts, except as set forth in Section 10.09.1; and Organic Wastes are

properly containerized in Organic Waste Carts, except as set forth in Section 10.10.3; and where the Garbage, Recyclable Materials, and Organic Waste carts have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor and Service Recipient that will provide safe and efficient accessibility to Contractor's Collection crew and vehicle.

10.01.2 Bundled SFD Cart Service. Contractor will use a weekly Bundled SFD Solid Waste Collection Service system with one (1) 32-Gallon Black or Grey Garbage Cart, one (1) 64-Gallon Blue Recyclable Materials Cart, and one (1) 64-Gallon Green Organic Waste Cart as part of the base SFD Solid Waste Collection Service. SFD Service Recipients shall receive additional Recyclable Materials Carts and additional Organic Waste Carts to be included at no additional cost, if requested. Smaller Garbage, Recyclable Materials, and/or Organic Waste Carts with a capacity of 20 gallons, 32 gallons, or 64 gallons may be requested by Customers that can demonstrate that they (a) have cart storage space constraints and (b) do not generate sufficient quantities of a waste stream type to justify the larger size of cart. Pricing for downsizing Carts, upsizing carts, or adding additional Carts, relative to the base Bundled Service, are included in Exhibit 1.

10.01.3 On-Premises Service. Notwithstanding any term or definition set forth in this Agreement, Contractor must provide Collection of SFD Garbage, Recyclable Materials, and Organic Waste on the SFD Service Recipients Premises to an SFD Service Unit as follows.

10.01.3.1 At no additional cost to the SFD Service Unit. SFD Service Units where all adult Service Recipients residing therein have disabilities that prevent them from setting their Garbage, Recyclable Materials, Organic Waste Cart, or Bulky Waste at the curb for Collection, and if a request for on-premises service has been made. For Bulky Waste on-premises services, materials must be staged externally to the Dwelling Unit in a location that's accessible and visible to Contractor, as close to the Service Unit's standard curbside Collection location as is feasible for the Customer.

10.01.3.2 At an additional cost to the SFD Service Unit.

A. SFD Service Units where topography, steep driveways, below-grade dwellings, or limited access to public streets that prevent the SFD Service Recipient from setting their Garbage, Recyclable Materials, or Organic Waste Cart at the curb for Collection, as determined by the City and agreed by the Contractor, and if a request for on-premises service has been made.

B. SFD Service Units inaccessible by standard 3- or 4-axle Collection Vehicles as determined by the Contractor and agreed by the City. Stinger/scout truck services shall be provided for the retrieval of Collection Containers from locations with accessibility constraints that make Containers difficult or impossible to access using regular trash Collection trucks.

C. Contractor must offer "push services" to SFD Service Recipients other than those listed above on a subscription basis upon request for the Maximum Service Rates set forth in Exhibit 1. Push services include, but are not limited to, dismounting from the Collection Vehicle, moving the Collection Containers from their storage location for Collection, and returning the Collection Containers back to their storage location.

1367 10.01.3.3 Contractor must provide on-premises Collection Service on the
1368 same Workday that curbside Collection would otherwise be provided to the SFD Service Unit.

1369 10.02 Frequency and Scheduling of Service. SFD Collection Service must be provided one (1)
1370 time per week, on a schedule matching the City's current service schedule. SFD Collection Service must be
1371 scheduled so that all Service Units receive Garbage Collection Service, Recyclable Materials Collection
1372 Service, and Organic Waste Collection Service on the same Workday. SFD Collection Service must be
1373 provided, commencing no earlier than 6:00 a.m. and terminating no later than 5:00 p.m., Monday through
1374 Friday, except for Holidays in accordance with Section 5.03. The hours, day, or both of Collection may be
1375 extended due to extraordinary circumstances or conditions with the prior verbal or written consent of the
1376 Agreement Administrator.

1377 10.03 Manner of Collection. The Contractor must provide Collection Service with as little
1378 disturbance as possible; the Contractor must leave any Garbage, Recyclable Materials, or Organic Waste
1379 Cart in an upright position, with the lid closed, at the same point it was Collected, without obstructing alleys,
1380 roadways, driveways, sidewalks, or mailboxes. Contractor's employees providing Collection Service must
1381 follow the regular walk for pedestrians while on private property and may not trespass nor cross property to
1382 the adjoining Premises unless the occupant or owner of both properties has given permission. Care should
1383 be taken to prevent damage to property, including flowers, shrubs, and other plantings.

1384 10.03.1 Any damage caused by Contractor to Service Recipient property shall be repaired
1385 or replaced promptly.

1386 10.03.2 Notification of Accidents. Contractor shall notify City Representative of any
1387 accidents occurring within the Service Area that involve Contractor's vehicles, employees, or equipment that
1388 result in any personal injury or property damage. Such notification shall be made within twenty-four (24)
1389 hours of occurrence to City Representative via both (a) email and (b) either an in-person visit or a telephone
1390 call. If Contractor is unable to reach City Representative in person or via telephone, a voicemail is an
1391 acceptable alternative.

1392 10.04 Kitchen Food Waste Pails. In the event that Kitchen Food Waste Pails are no longer
1393 provided by the West Contra Costa Integrated Waste Management Authority, and subject to the terms and
1394 conditions of Section 30.01, Contractor must make available, upon request, Kitchen Food Waste Pails that
1395 comply with Collection Container specifications in Exhibit 3. If any changes to these specifications are
1396 adopted after the Commencement Date that results in Contractor being required to replace Collection
1397 Containers before they have been fully depreciated, Contractor will be eligible for additional compensation in
1398 accordance with Exhibit 1.

1399 10.05 Replacement of Carts. Contractor's employees must take care to prevent damage to Carts
1400 by unnecessary rough treatment. Any Cart damaged by the Contractor must be replaced by Contractor, at
1401 Contractor's expense, within five (5) Workdays at no cost or inconvenience to the Service Recipient.

1402 10.05.1 Upon notification to Contractor by City or a Service Recipient that the Service
1403 Recipient's Cart(s) has been stolen or damaged beyond repair through no fault of Contractor, Contractor

1404 must deliver a replacement Cart(s) to such Service Recipient within five (5) Workdays. Contractor must
1405 maintain records documenting all Cart replacements occurring.

1406 10.05.2 Each Service Recipient is entitled to the replacement of one (1) lost, destroyed, or
1407 stolen Cart every ten (10) years during the life of this Agreement at no cost to the Service Recipient. Except
1408 in the case of a Cart that must be replaced because of damage caused by Contractor or in the case where
1409 Contractor elects to replace a Cart rather than repair it on-site, Contractor will be compensated for the cost
1410 of those replacements in excess of one (1) per type of Cart per Service Recipient during the aforementioned
1411 10-year period within the Term of the Agreement, in accordance with the "Cart Exchange" Maximum Service
1412 Rates set forth in Exhibit 1, or as may be adjusted by the City from time to time as provided under this
1413 Agreement.

1414 10.05.3 Contractor understands and agrees that this provision is intended to be applied on
1415 a per Cart type, individual Service Recipient basis, and accordingly each Service Recipient could receive up
1416 to three (3) replacement Carts, one (1) of each type, every ten (10) years during the Term of the Agreement.

1417 10.05.4 Repair of Garbage, Recyclable Materials, and Organic Waste Carts. Contractor is
1418 responsible for the repair of Carts, including, but not limited to, hinged lids, wheels, and axles. Within five (5)
1419 Workdays of notification by the City or a Service Recipient of the need for such repairs, Contractor must
1420 repair the Cart or, if necessary, remove the Cart for repairs and deliver a replacement Cart to the Service
1421 Recipient. Collection Container repair also includes the removal of graffiti from the Collection Container.

1422 10.05.5 Cart Exchange. Upon notification to Contractor by City or a Service Recipient that
1423 a change in the size of a Cart is requested, Contractor must deliver such Cart to such Service Recipient
1424 within five (5) Workdays. Each SFD Service Unit is eligible to receive one (1) free Cart exchange per
1425 Calendar Year during the Term of this Agreement for moving to a larger Garbage, Recyclable Materials, or
1426 Organic Waste Cart size. Each SFD Service Unit is eligible to receive unlimited Cart exchanges per Calendar
1427 Year during the Term of this Agreement for moving to a smaller Garbage Cart size. Each SFD Service Unit
1428 is eligible to receive one (1) free Cart exchange per Calendar Year during the Term of this Agreement for
1429 moving to a smaller Recyclable Materials or Organic Waste Cart size, provided they meet the qualifications
1430 articulated in Section 10.01.2 above. Accordingly, Contractor will be compensated only for the cost of those
1431 exchanges in excess of one (1) per Calendar Year for those Service Units receiving larger Cart sizes, in
1432 accordance with the "Cart Exchange" service rate as set forth in Exhibit 1 or as may be adjusted this
1433 Agreement.

1434 10.05.6 Additional Cart Request. Upon notification to the Contractor by City or a Service
1435 Recipient that additional Black or Grey Carts for Garbage, Blue Carts for Recyclable Materials, or Green
1436 Carts Organic Waste are requested, Contractor shall deliver such Carts to such Service Recipient within five
1437 (5) Workdays, at the rate set forth in Exhibit 1.

1438 10.06 Ownership of Carts. Ownership of Carts is vested in the Contractor.

1439 10.07 Cleaning of Collection Containers. Once every five (5) years, starting at the date of
1440 signature of this agreement, each SFD Service Recipient is entitled to request the exchange of up to three

1441 (3) carts, one each of dirty Garbage, Recyclable Materials, and Organic Waste Carts, for clean Garbage
1442 Recyclable Materials, or Organic Waste carts. Upon receiving such a request from an SFD Service Recipient
1443 within the allowed timeframe, Contractor must replace the dirty Collection Container(s) with clean Collection
1444 Container(s). This service must be provided at no charge to the Service Recipient, so long as the service is
1445 not requested more than once every five years. In addition, regardless of whether this cleaning is requested
1446 by the Service Recipient, Contractor will ensure that all Collection Containers are exchanged on an as-needed
1447 basis so as to maintain a clean appearance and proper function. Additional exchanges beyond once every
1448 five years will be subject to the Maximum Service Rate set forth in Exhibit 1.

1449 10.08 SFD Garbage Collection Service. This service is governed by the following terms and
1450 conditions:

1451 10.08.1 Non-Collection. Contractor is not required to Collect any Garbage that is not placed
1452 in a Garbage Cart. For every event of non-collection, Contractor must provide the following written notice
1453 via email, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient: the date
1454 of the Solid Waste Non-Collection and the reason for Non-Collection. Contractor's Non-Collection Notice for
1455 SFD Service Recipients shall also contain instructions on (a) how to schedule a Bulky Waste Collection and,
1456 if relevant, (b) how to request an additional Collection Container, as well as a QR code that links to a website
1457 with all Disposal programs offered by the City. If Non-Collection occurs for some unforeseeable circumstance
1458 not listed above that the Contractor encounters and is impeded by, Contractor shall provide the same written
1459 notice as described in this Section.

1460 10.08.2 Disposal Facility. Except as set forth below, all Garbage Collected as a result of
1461 performing Solid Waste Collection must be transported to, and Disposed of, at the Disposal Facilities listed
1462 in Exhibit 8. Failure to comply with this provision may result in assessment of Administrative Charges and
1463 Penalties as specified in Exhibit 5 and may result in Contractor being in default under this Agreement.

1464 10.09 SFD Recyclable Materials Service. This service is governed by the following terms and
1465 conditions:

1466 10.09.1 Recyclable Materials - Improper Procedure. The Contractor is not required to
1467 Collect Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Solid
1468 Waste or Organic Waste. Furthermore, Contractor is not required to Collect Recyclable Materials that are
1469 contaminated through commingling with Solid Waste or Organic Waste. To address contamination,
1470 Contractor must follow the steps set forth in Section 5.07.

1471 10.09.2 Materials Recovery Facility. Except as provided in Section 5.07, all Recyclable
1472 Materials Collected as a result of performing Recycling services must be delivered to the Materials Recovery
1473 Facility listed in Exhibit 8. Failure to comply with this provision may result in assessment of Administrative
1474 Charges and Penalties as specified in Exhibit 5 and may result in Contractor being in default under this
1475 Agreement.

1476 10.09.3 Move-In/Out Collection Service. Within three (3) months of vacating or newly
1477 occupying the dwelling, at no additional charge, each SFD Customer may request that Contractor provide

1478 one on-call Move-In/Out Recyclable Material Collection Service for recyclable packaging materials such as
1479 flattened cardboard boxes, bundled newspaper, and packaging foam. This will be offered as a one-time
1480 service for each new account. This service shall only include Recyclable Materials, and in the event that the
1481 Service Recipient includes Garbage in the materials set out for Collection by Contractor, this service shall
1482 be counted as one of the SFD Service Recipient's free annual Bulky Waste Collections as set forth in Section
1483 10.11.

1484 10.09.4 Recyclable Materials - Changes to Services. Should changes in Applicable Law
1485 arise that necessitate any additions or deletions to the services described in this Section, including the type
1486 of items included as Recyclable Materials, the parties will negotiate any necessary cost changes and will
1487 enter into an Agreement amendment covering such modifications to the services to be performed and the
1488 compensation to be paid in accordance with Section 30.02 before undertaking any changes or revisions to
1489 such services.

1490 10.10 SFD Organic Waste Collection Service. This service is governed by the following terms
1491 and conditions:

1492 10.10.1 Organic Waste Processing Facility. Contractor must deliver all Collected Organic
1493 Waste to the Organic Waste Processing Facility listed in Exhibit 8 and agreed upon by the City. Failure to
1494 comply with this provision may result in assessment of Administrative Charges and Penalties as specified in
1495 Exhibit 5 and may result in Contractor being in default under this Agreement.

1496 10.10.2 Holiday Tree Collection. Contractor must Collect Holiday Trees set out at the curb
1497 for Collection during the three-week period beginning December 26th each year during the Term of this
1498 Agreement. Holiday Trees set out for Collection may either be containerized within an Organic Waste Cart
1499 or placed on the ground near the Service Unit's Collection Containers. Contractor must deliver the Collected
1500 Holiday Trees to the Organic Waste Processing Facility for Diversion through uses other than Alternative
1501 Daily Cover or Beneficial Use. This annual service will be provided at no additional charge to the Service
1502 Recipient and shall not be counted as one of the SFD Service Recipient's free annual Bulky Waste
1503 Collections as set forth in Section 10.11. Contractor is not required to Divert Holiday Trees with tinsel,
1504 flocking, or ornaments.

1505 10.10.3 Organic Waste - Improper Procedure. Contractor is not required to Collect Organic
1506 Waste if the Service Recipient does not segregate the Organic Waste from Solid Waste or Recyclable
1507 Materials. Furthermore, Contractor is not required to Collect Organic Wastes that are contaminated through
1508 commingling with Solid Waste or Recyclable Materials. Contractor will address contamination in accordance
1509 with Section 5.07.

1510 10.10.4 Home Compost Bins. In the event that home compost bins are no longer provided
1511 to the City by West Contra Costa Integrated Waste Management Authority, Contractor shall store, promote,
1512 and distribute a maximum of 300 Home Compost Bins per Calendar Year to be used by Service Recipients
1513 to Compost Organic Waste. Contractor is responsible for purchase and storage of Home Compost Bins, and
1514 Contractor is responsible for providing Home Compost Bins to SFD Service Recipients upon request, until

1515 the maximum of 500 has been reached. The services described in this Section are not effective until such
1516 time as the City and Contractor agree to a City-Directed Change per Section 30.01.

1517 10.11 SFD Bulky Waste Collection Service. This service is governed by the following terms and
1518 conditions:

1519 10.11.1 Conditions of Service. Contractor must provide SFD Bulky Waste Collection
1520 Service, including the Collection of E-Waste and U-Waste, to all SFD Service Units in the Service Area
1521 whose Bulky Waste, E-Waste, and U-Waste have been placed within three (3) feet of the curb, swale, paved
1522 surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor
1523 and Service Recipient, that will provide safe and efficient accessibility to Contractor's Collection crew and
1524 vehicle. Up to three (3) times per Calendar Year, each Service Recipient is entitled to receive Bulky Waste
1525 Disposal amounting to the equivalent of (a) one (1) Large Item (one [1] large item may be replaced by five
1526 [5] E-Waste items), (b) fifteen (15) 35-gallon bags with a maximum weight of 50 pounds per each bag, (c)
1527 four (4) 95-gallon bags with a maximum weight of 50 pounds per each bag, (d) five (5) E-Waste items, or (e)
1528 up to 1.8 cubic yards of uncontainerized Garbage or Organic Waste per Dwelling Unit for up to four (4) units
1529 at no additional cost and expense. For subsequent Collection in any Calendar Year, the Contractor shall
1530 receive compensation from the Customer at the rate for such service as set in Exhibit 1.

1531 10.11.2 Frequency of Service. Bulky Waste Collection Service will be provided on the next
1532 regular Collection day if the request is received at least ten (10) Workdays in advance of the next regular
1533 Collection day. The Service Recipient may not intentionally commingle residential Bulky Waste with other
1534 Residential Waste.

1535 10.11.3 Bulky Waste Containing Freon. In the event Contractor Collects Bulky Waste that
1536 contain Freon, Contractor must handle such Bulky Waste in a manner such that the Bulky Waste is not
1537 subject to regulation as Hazardous Waste under applicable State and Federal laws or regulations.

1538 10.11.4 Maximum Reuse and Recycling. Contractor must Dispose of Bulky Waste Collected
1539 from Service Units pursuant to this Agreement in accordance with the following hierarchy:

1540 10.11.4.1 Reuse as is (where energy efficiency is not compromised).

1541 10.11.4.2 Disassemble for reuse or Recycling.

1542 10.11.4.3 Recycle.

1543 10.11.4.4 Disposal.

1544 10.11.5 Disposal of Bulky Waste. Contractor may not landfill such Bulky Waste unless the
1545 Bulky Waste cannot be reused or recycled.

1546 **Article 11. MFD Service**

1547 11.01 MFD Conditions of Service. Except as set forth below, Contractor must provide MFD
1548 Collection Services to all MFD Units in the Service Area. The MFD Services are governed by the following
1549 terms and conditions:

11.01.1 Bundled MFD Cart Service. Except for those Service Recipients that choose to receive Bins for service, Contractor must provide MFD Collection Service to all MFD Service Units in the Service Area whose MFD Solid Waste is properly containerized in Black/Grey Garbage Carts; Blue Recyclable Materials are properly containerized in Recyclable Materials Carts, except as set forth in Section 11.08.3; and Organic Wastes are properly containerized in Green Organic Waste Carts, except as set forth in Section 11.09.5; and where the Garbage, Recyclable Materials, and Organic Waste carts have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor and Service Recipient that will provide safe and efficient accessibility to Contractor's Collection crew and vehicle.

11.01.2 Bundled MFD Bin Service. Contractor must provide MFD Solid Waste Collection Service to MFD Service Units in the Service Area that choose to receive Bins for service. MFD Collection Service shall be provided in Garbage Bins at the size and frequency as requested by the MFD Service Recipient and including at no additional cost one (1) 96-Gallon Blue Recyclable Materials Cart and one (1) 96-Gallon Green Organic Waste Cart as part of the base bundled MFD Collection Service. Additional services may be requested by the MFD Service Recipient. To be exempted from MFD Recyclable Materials Service or MFD Organic Waste Collection Service, Service Recipient must apply for exemption to the Contractor. All such exemption applications must be reported and approved by the City. Additional Collection Containers or different size Collection Containers are subject to the applicable Maximum Service Rate set forth in Exhibit 1.

11.01.3 On-Premises Service. Notwithstanding any term or definition set forth in this Agreement, Contractor must provide Collection of MFD Garbage, Recyclable Materials, and Organic Waste on the MFD Service Recipients Premises to an MFD Service Unit as follows.

11.01.3.1 At no additional cost to the MFD Service Unit. MFD Service Units where all adult Service Recipients residing therein have disabilities that prevent them from setting their Garbage, Recyclable Materials, Organic Waste Cart, or Bulky Waste at the curb for Collection, and if a request for on-premises service has been made. For Bulky Waste on-premises services, materials must be staged externally to the Dwelling Unit in a location that's accessible and visible to Contractor, as close to the Service Unit's standard curbside Collection location as is feasible for the Customer.

11.01.3.2 At an additional cost to the MFD Service Unit.

A. MFD Service Units where topography, steep driveways, below-grade dwellings, or limited access to public streets that prevent the MFD Service Recipient from setting their Garbage, Recyclable Materials, or Organic Waste Cart at the curb for Collection, as determined by the City and agreed by the Contractor, and if a request for on-premises service has been made.

B. MFD Service Units inaccessible by standard 3- or 4-axel Collection Vehicles as determined by the Contractor and agreed by the City. Stinger/scout truck services shall be provided for the retrieval of Collection Containers from locations with accessibility constraints that make Containers difficult or impossible to access using regular trash Collection trucks.

1587 C. Contractor must offer "push services" to MFD Service Recipients other than those
1588 listed above on a subscription basis upon request for the Maximum Service Rate set forth in Exhibit 1. Push
1589 services include, but are not limited to, dismounting from the Collection Vehicle, moving the Collection
1590 Containers from their storage location for Collection, and returning the Collection Containers back to their
1591 storage location.

1592 11.01.3.3 Contractor must provide on-premises Collection Service on the
1593 same Workday that curbside Collection would otherwise be provided to the MFD Service Unit.

1594 11.02 Frequency and Scheduling of Service. MFD Collection Service must be provided,
1595 commencing no earlier than 6:00 a.m. and terminating no later than 5:00 p.m., Monday through Friday. This
1596 service must be provided as deemed necessary and determined between Contractor and the MFD Service
1597 Unit, but such service must be received no less than one (1) time per week with no exception for Holiday(s)
1598 as set forth herein, except that Collection service scheduled to fall on a Holiday may be rescheduled as
1599 determined between the Service Unit and Contractor as long as the minimum frequency requirement is met.
1600 The size of the Container and the frequency (above the minimum) of Collection will be determined between
1601 the MFD Service Unit and Contractor. However, size and frequency must be sufficient to provide that no Solid
1602 Waste need be placed outside the Collection Container. Contractor must provide Containers as part of the
1603 Commercial Collection Maximum Service Rates set forth in Exhibit 1. Service Recipients may own and
1604 provide their own Compactor provided that the Service Recipient is completely responsible for its proper
1605 maintenance, and that such Compactor is of a type that is compatible with Contractor's equipment. Contractor
1606 shall operate equipment that is compatible with pre-existing Service Recipient-owned compactors. All other
1607 Collection Containers used by Service Recipients must be owned and supplied by Contractor.

1608 11.03 Manner of Collection. The Contractor must provide Collection Service with as little
1609 disturbance as possible; the Contractor must leave any Garbage, Recyclable Materials, or Organic Waste
1610 Cart in an upright position, with the lid closed, at the same point it was Collected, without obstructing alleys,
1611 roadways, driveways, sidewalks, or mailboxes. Contractor's employees providing Collection Service must
1612 follow the regular walk for pedestrians while on private property and may not trespass nor cross property to
1613 the adjoining Premises unless the occupant or owner of both properties has given permission. Care should
1614 be taken to prevent damage to property, including flowers, shrubs, and other plantings.

1615 11.03.1 Any damage caused by Contractor to Service Recipient property shall be repaired
1616 or replaced promptly.

1617 11.03.2 Notification of Accidents. Contractor shall notify City Representative of any
1618 accidents occurring within the Service Area that involve Contractor's vehicles, employees, or equipment that
1619 result in any personal injury or property damage. Such notification shall be made within twenty-four (24)
1620 hours of occurrence to City Representative via both (a) email and (b) either an in-person visit or a telephone
1621 call. If Contractor is unable to reach City Representative in person or via telephone, a voicemail is an
1622 acceptable alternative.

1623 11.04 Kitchen Food Waste Pails. In the event that Kitchen Food Waste Pails are no longer
1624 provided by the West Contra Costa Integrated Waste Management Authority, and subject to the terms and

1625 conditions of Section 30.01, Contractor must make available, upon request, Kitchen Food Waste Pails that
1626 comply with Collection Container specifications in Exhibit 3.

1627 11.05 Replacement of Carts. Contractor's employees must take care to prevent damage to Carts
1628 by unnecessary rough treatment. Any Cart damaged by the Contractor must be replaced by Contractor, at
1629 Contractor's expense, within five (5) Workdays at no cost or inconvenience to the Service Recipient.

1630 11.05.1 Upon notification to Contractor by City or a Service Recipient that the Service
1631 Recipient's Cart(s) has been stolen or damaged beyond repair through no fault of Contractor, Contractor
1632 must deliver a replacement Cart(s) to such Service Recipient within five (5) Workdays. Contractor must
1633 maintain records documenting all Cart replacements occurring monthly.

1634 11.05.2 Each Service Recipient is entitled to the replacement of one (1) lost, destroyed, or
1635 stolen Cart every ten (10) years during the life of this Agreement at no cost to the Service Recipient. Except
1636 in the case of a Cart that must be replaced because of damage caused by Contractor or in the case where
1637 Contractor elects to replace a Cart rather than repair it on-site, Contractor will be compensated for the cost
1638 of those replacements in excess of one (1) per type of Cart per Service Recipient during the aforementioned
1639 10-year period within the Term of the Agreement, in accordance with the "Cart Exchange" Maximum Service
1640 Rate set forth in Exhibit 1, or as may be adjusted by the City from time to time as provided under this
1641 Agreement.

1642 11.05.3 Contractor understands and agrees that this provision is intended to be applied on
1643 a per Cart type, individual Service Recipient basis, and accordingly each Service Recipient could receive up
1644 to three (3) replacement Carts, one (1) of each type, every ten (10) years during the Term of the Agreement.

1645 11.05.4 Repair of Garbage, Recyclable Materials, and Organic Waste Carts. Contractor is
1646 responsible for the repair of Carts, including, but not limited to, hinged lids, wheels, and axles. Within five (5)
1647 Workdays of notification by the City or a Service Recipient of the need for such repairs, Contractor must
1648 repair the Cart or, if necessary, remove the Cart for repairs and deliver a replacement Cart to the Service
1649 Recipient. Collection Container repair also includes the removal of graffiti from the Collection Container.

1650 11.05.5 Cart Exchange. Upon notification to Contractor by City or a Service Recipient that
1651 a change in the size of a Cart is requested, Contractor must deliver such Cart to such Service Recipient
1652 within five (5) Workdays. Each MFD Service Unit is eligible to receive one (1) free Cart exchange per
1653 Calendar Year during the Term of this Agreement for moving to a larger Garbage, Recyclable Materials, or
1654 Organic Waste Cart size. Each MFD Service Unit is eligible to receive unlimited Cart exchanges per
1655 Calendar Year during the Term of this Agreement for moving to a smaller Garbage Cart size. Each MFD
1656 Service Unit is eligible to receive one (1) free Cart exchange per Calendar Year during the Term of this
1657 Agreement for moving to a smaller Recyclable Materials or Organic Waste Cart size, provided they can
1658 demonstrate that they (a) have cart storage space constraints and (b) do not generate enough of a waste
1659 stream type to justify the larger size of cart. Accordingly, Contractor will be compensated only for the cost of
1660 those exchanges in excess of one (1) per Calendar Year for those Service Units receiving larger Cart sizes,
1661 in accordance with the "Cart Exchange" service rate as set forth in Exhibit 1 or as may be adjusted this
1662 Agreement.

1663 11.05.6 Additional Cart Request. Upon notification to the Contractor by City or a Service
1664 Recipient that additional Carts for Garbage, Recyclable Materials, or Organic Waste are requested,
1665 Contractor shall deliver such Carts to such Service Recipient within five (5) Workdays, at the rate set forth
1666 in Exhibit 1.

1667 11.05.7 Ownership of Carts. Ownership of Carts is vested in the Contractor.

1668 11.06 Cleaning of Collection Containers. Once every five (5) years, starting at the date of
1669 signature of this agreement, each MFD Service Recipient is entitled to request the exchange of up to three
1670 (3) carts, one each of dirty Garbage, Recyclable Materials, and Organic Waste Carts, for clean Garbage
1671 Recyclable Materials, or Organic Waste carts. Upon receiving such a request from an MFD Service Recipient
1672 within the allowed timeframe, Contractor must replace the dirty Collection Containers with clean Collection
1673 Containers. This service must be provided at no charge to the Service Recipient, so long as the service is not
1674 requested more than once every five years. In addition, regardless of whether this cleaning is requested by
1675 the Service Recipient, Contractor will ensure that all Collection Containers are cleaned on an as-needed basis
1676 so as to maintain a clean appearance and proper function. Additional cleanings beyond once every five years
1677 will be subject to the Maximum Service Rate set forth in Exhibit 1.

1678 11.07 MFD Garbage Collection Service. This service is governed by the following terms and
1679 conditions:

1680 11.07.1 Non-Collection. Contractor is not required to Collect any Garbage that is not placed
1681 in a Garbage Cart. In the event of non-collection, Contractor must provide the following written notice via
1682 email, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient: the date of
1683 the Solid Waste Non-Collection and the reason for Non-Collection. Contractor's Non-Collection Notice for
1684 MFD Service Recipients shall also contain instructions on (a) how to schedule a Bulky Waste Collection and,
1685 if relevant, (b) how to request an additional Collection Container, as well as a QR code that links to a website
1686 with all disposal programs offered by the City. If Non-Collection occurs for some unforeseeable circumstance
1687 not listed in this Agreement that the Contractor encounters and is impeded by, Contractor shall provide the
1688 same written notice as described in this Section.

1689 11.07.2 Disposal Facility. Except as set forth below, all Garbage Collected as a result of
1690 performing Solid Waste Collection must be transported to, and Disposed of, at the Disposal Facilities listed
1691 in Exhibit 8. Failure to comply with this provision may result in assessment of Administrative Charges and
1692 Penalties as specified in Exhibit 5 and may result in Contractor being in default under this Agreement.

1693 11.08 MFD Recyclable Materials Service. This service is governed by the following terms and
1694 conditions:

1695 11.08.1 Conditions of Service. Contractor must provide MFD Recyclable Materials Service
1696 to all MFD Service Units in the Service Area whose Recyclable Materials are properly containerized in
1697 Recyclable Materials Collection Containers except as set forth below, where the Recyclable Materials
1698 Collection Containers are accessible. The Maximum Service Rates for Contractor's MFD Recyclable
1699 Materials Services are set forth in Exhibit 1.

1700 11.08.2 Base MFD Recyclable Materials Service. All MFD Service Recipients subscribing
1701 to MFD Solid Waste Collection Service must receive weekly Collection of Recyclable Materials with a
1702 minimum of at least one 96-gallon Recyclable Materials Cart per Service Recipient and included in the
1703 Bundled Rate set forth in Exhibit 1. The actual configuration of Recyclable Materials Collection Container
1704 sizes to be provided will be based on the total equivalent volume and configured in a manner determined by
1705 the Service Recipient in consultation with Contractor.

1706 11.08.3 Recyclable Materials - Improper Procedure. The Contractor is not required to
1707 Collect Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Solid
1708 Waste or Organic Waste. Furthermore, Contractor is not required to Collect Recyclable Materials that are
1709 contaminated through commingling with Solid Waste or Organic Waste. To address contamination,
1710 Contractor must follow the steps set forth in Section 5.07.

1711 11.08.4 Materials Recovery Facility. Except as provided in Section 5.07, all Recyclable
1712 Materials Collected as a result of performing Recyclable Materials services must be delivered to the
1713 Materials Recovery Facility listed in Exhibit 8. Failure to comply with this provision may result in assessment
1714 of Administrative Charges and Penalties as specified in Exhibit 5 and may result in Contractor being in
1715 default under this Agreement.

1716 11.08.5 Move-In/Out Collection Service. Within three (3) months of a Dwelling Unit being
1717 vacated or newly occupied, for up to five (5) Dwelling Units per year, at no additional charge, each MFD
1718 Customer may request that Contractor provide one on-call Move-In/Out Recyclable Material Collection
1719 Service for recyclable packaging materials such as flattened cardboard boxes, bundled newspaper, and
1720 packaging foam. This service shall only include Recyclable Materials, and in the event that the Service
1721 Recipient includes Garbage in the materials set out for Collection by Contractor, this service shall be counted
1722 as one of the MFD Service Recipient's free annual Bulky Waste Collections as set forth in Section 11.10.

1723 11.08.6 Recyclable Materials - Changes to Services. Should changes in Applicable Law
1724 arise that necessitate any additions or deletions to the services described in this Section, including the type
1725 of items included as Recyclable Materials, the parties will negotiate any necessary cost changes and will
1726 enter into an Agreement amendment covering such modifications to the services to be performed and the
1727 compensation to be paid in accordance with Section 30.02 before undertaking any changes or revisions to
1728 such services.

1729 11.09 MFD Organic Waste Collection Service. This service is governed by the following terms
1730 and conditions:

1731 11.09.1 Base MFD Organic Waste Service. All MFD Service Recipients subscribing to MFD
1732 Garbage Collection Service must receive weekly Collection of the equivalent volume of at least one (1) 32-
1733 gallon Green Organic Waste Cart per Service Recipient included in the Bundled Service rate. The actual
1734 configuration of Organic Waste Collection Container sizes to be provided will be based on the total equivalent
1735 volume and configured in a manner determined by the Service Recipient in consultation with Contractor.
1736 Contractor may charge for MFD Organic Waste Collection as set forth in Exhibit 1 for MFD Organic Waste
1737 Service greater than the base 32-gallon Organic Waste Cart.

11.09.2 Size and Frequency of Service. This service will be provided as deemed necessary and determined between Contractor and the Service Recipient, but such service must be received no less than one (1) time per week with no exception for Holiday(s) as set forth herein, except that Collection Service scheduled to fall on a Holiday may be rescheduled as determined between the Service Recipient and Contractor as long as the minimum frequency requirement is met. Service may be provided by Bin or Cart at the option of the Service Recipient. The size of the Container and the frequency (above the minimum) of Collection will be determined between the Customer and Contractor. However, size and frequency must be sufficient to provide that no Organic Waste needs be placed outside the Collection Container. Service Recipients may own and provide their own Compactor provided that the Service Recipient is completely responsible for its proper maintenance, and such Compactor is of a type that is compatible with Contractor's equipment. All other Collection Containers used by Service Recipients must be owned and supplied by Contractor.

11.09.3 Organic Waste Processing Facility. Contractor must deliver all Collected Organic Waste to the Organic Waste Processing Facility listed in Exhibit 8 and agreed upon by the City. Failure to comply with this provision may result in assessment of Administrative Charges and Penalties as specified in Exhibit 5 and may result in Contractor being in default under this Agreement.

11.09.4 Holiday Tree Collection. Contractor must Collect Holiday Trees set out at the curb for Collection during the three-week period beginning December 26th each year during the Term of this Agreement. Contractor must deliver the Collected Holiday Trees to the Organic Waste Processing Facility for Diversion through uses other than Alternative Daily Cover or Beneficial Use. This annual service will be provided at no additional charge to the Service Recipient and shall not be counted as one of the MFD Service Recipient's free annual Bulky Waste Collections as set forth in Section 11.10. Contractor is not required to Divert Holiday Trees with tinsel, flocking or ornaments.

11.09.5 Organic Waste - Improper Procedure. Contractor is not required to Collect Organic Waste if the Service Recipient does not segregate the Organic Waste from Solid Waste or Recyclable Materials. Furthermore, Contractor is not required to Collect Organic Wastes that are contaminated through commingling with Solid Waste or Recyclable Materials. Contractor will address contamination in accordance with Section 5.07.

11.10 MFD Bulky Waste Collection Service. This service is governed by the following terms and conditions:

11.10.1 Conditions of Service. Contractor must provide MFD Bulky Waste Collection Service, including the Collection of E-Waste and U-Waste, to all MFD Service Units in the Service Area whose Bulky Waste, E-Waste, and U-Waste have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor and Service Recipient, that will provide safe and efficient accessibility to Contractor's Collection crew and vehicle. Upon property manager request, each MFD Service Unit is annually entitled to receive Bulky Waste Collection of up to the equivalent of (a) three (3) Large Items (one [1] bulky item may be replaced by five [5] E-Waste items), (b) fifteen (15) 35-gallon bags with a maximum weight of 50 pounds per each bag, (c) four (4) 95-gallon bags with a maximum weight of 50 pounds per each bag, (d) five (5) E-Waste items, or (e) 1.8

1777 cubic yards of uncontainerized Garbage or Organic Waste per Dwelling Unit for up to twenty (20) units at no
1778 additional cost and expense. For subsequent Collection in any Calendar Year, the Contractor shall receive
1779 compensation from the Customer at the rate for such service as set in Exhibit 1.

1780 11.10.2 Frequency of Service. Bulky Waste Collection Service will be provided on the next
1781 regular Collection day if the request is received at least ten (10) Workdays in advance of the next regular
1782 Collection day. The Service Recipient may not intentionally commingle residential Bulky Waste with other
1783 Residential Waste.

1784 11.10.3 Bulky Waste Containing Freon. In the event Contractor Collects Bulky Waste that
1785 contain Freon, Contractor must handle such Bulky Waste in a manner such that the Bulky Waste is not
1786 subject to regulation as Hazardous Waste under applicable State and Federal laws or regulations.

1787 11.10.4 Maximum Reuse and Recycling. Contractor must Dispose of Bulky Waste Collected
1788 from Service Units pursuant to this Agreement in accordance with the following hierarchy:

1789 11.10.4.1 Reuse as is (where energy efficiency is not compromised).

1790 11.10.4.2 Disassemble for reuse or Recycling.

1791 11.10.4.3 Recycle.

1792 11.10.4.4 Disposal.

1793 11.10.5 Disposal of Bulky Waste. Contractor may not landfill such Bulky Waste unless the
1794 Bulky Waste cannot be reused or recycled.

1795 **Article 12. Commercial Service**

1796 12.01 Commercial Conditions of Service. Except as set forth below, Contractor must provide
1797 Commercial Collection Services to all Commercial Service Units in the Service Area, including those City
1798 Service Units listed in Exhibit 2. MFD Units serviced with Bins will abide by the requirements listed in this
1799 Section unless they conflict with the requirements listed in Article 11, in which case Article 11 requirements
1800 supersede Article 12 requirements. This service is governed by the following terms and conditions:

1801 12.01.1 Provision of Service. Contractor must provide Commercial Garbage Collection
1802 Service, Commercial Recyclable Materials Service, and Commercial Organic Waste Collection Service to
1803 all Commercial Service Units in the Service Area whose Solid Waste, Recyclable Materials,
1804 and Organic Waste are properly containerized in Collection Containers as appropriate where the Collection
1805 Containers are accessible as set forth in Section 12.01.4. Contractor must offer Garbage, Recyclable
1806 Materials, and Organic Waste Carts in 32-, 64-, and 96-gallon sizes. Contractor must offer Garbage and
1807 Recyclable Materials Bins in 1-, 2-, 3-, 4-, and 6-cubic-yard sizes and must offer Organic Waste Bins in 1-,
1808 2-, and 3-cubic-yard sizes. Contractor may offer Roll-off Containers in 10-, 20-, 30-, and 40-cubic-yard sizes.
1809 Contractor must also either provide Collection Service from Compactors that are owned by Commercial
1810 Service Units or provide Compactors for Commercial Service Units to use for Collection Service, for the
1811 Maximum Service Rates set forth in Exhibit 1. The size of the Container and the frequency (above the
1812 minimum) of Collection will be determined between the Service Recipient and Contractor. However, the size

1813 and frequency must be sufficient to provide that no Garbage, Recyclable Materials, or Organic Waste need
1814 be placed outside the Collection Container. The base Commercial Collection Service will include Commercial
1815 Recyclable Materials Service as described in Section 12.06 below, and Commercial Organic Waste
1816 Collection Service as described in Section 12.07 below.

1817 12.01.2 Bundled Service. For the Commercial Solid Waste Collection Service system,
1818 Contractor shall provide Garbage Bins as requested by the Commercial Service Recipient and include at no
1819 additional cost one (1) 96-Gallon Blue Recyclable Materials Cart and one (1) 32-Gallon Green Organic
1820 Waste Cart service as part of the base bundled Commercial Collection Service. Additional services may be
1821 requested by the Commercial Service Recipient. To be exempted from Commercial Recyclable Materials
1822 Service or Commercial Organic Waste Collection Service, Service Recipient must apply for exemption to
1823 the Contractor. All such exemption applications must be reported and approved by the City.

1824 12.01.3 Hours of Collection. Commercial Collection Service must be provided commencing
1825 no earlier than 4:00 a.m., and terminating no later than 7:00 p.m., Monday through Saturday, except for
1826 Holidays. The hours, day, or both of Collection may be extended due to extraordinary circumstances or
1827 conditions with the prior verbal or written consent of the Agreement Administrator.

1828 12.01.4 Accessibility. Contractor must Collect all Collection Containers that are readily
1829 accessible to Contractor's crew and vehicles and not blocked. However, Contractor must provide "push
1830 services" and "stinger/scout truck services" as necessary upon request during the provision of Commercial
1831 Collection Services for the Maximum Service Rate set forth in Exhibit 1. Push services include, but are not
1832 limited to, dismounting from the Collection Vehicle, moving the Collection Containers from their storage
1833 location for Collection, and returning the Collection Containers back to their storage location, relocking the
1834 storage enclosure if a lock is included. Stinger/scout truck services provide for the retrieval of Collection
1835 Containers from locations with accessibility constraints that make Containers difficult or impossible to access
1836 using regular trash Collection trucks.

1837 12.01.5 Manner of Collection. Contractor must provide Commercial Collection Service
1838 consistent with Section 8.12.070 of the San Pablo Municipal Code with as little disturbance as possible and
1839 must leave any Collection Container in an upright position, with the lid closed, at the same point it originally
1840 located, without obstructing alleys, roadways, driveways, sidewalks, or mailboxes.

1841 12.02 Containers. At the start of this Agreement, Contractor must supply new Carts to Service
1842 Recipients not currently receiving Commercial Recyclable Materials Service and/or Commercial Organic
1843 Waste Collection Service, as well as Bins and Roll-off Containers in good condition that comply with Collection
1844 Container specifications in Exhibit 3. If any changes to these specifications are adopted after the
1845 Commencement Date that results in Contractor being required to replace Collection Containers before they
1846 have been fully depreciated, Contractor will be eligible for additional compensation in accordance with Section
1847 30.02.

1848 12.02.1 Purchase and Distribution of Collection Containers for New Commercial Service
1849 Units. Contractor must also distribute newly painted Collection Containers as specified in Exhibit 3 to new
1850 Commercial and MFD Service Units that are added to Contractor's Service Area during the Term of this

1851 Agreement. The size and mix of the Collection Containers will be in accordance with the service agreement
1852 obtained by Contractor as set forth in this Agreement and the distribution must be completed within five (5)
1853 Workdays of receipt of the request for service.

1854 12.02.2 Replacement of Collection Containers. Contractor's employees must avoid damage
1855 to Collection Containers by unnecessary rough treatment. Any Collection Container damaged by the
1856 Contractor must be replaced by Contractor, at Contractor's expense, within five (5) Workdays at no cost or
1857 inconvenience to the Service Recipient.

1858 12.02.2.1 Each Commercial Service Unit is entitled to the replacement of
1859 one (1) lost, destroyed, or stolen Garbage, Recyclable Materials, and Organic Collection Container every
1860 ten (10) years during the life of this Agreement at no cost to the Service Unit. Accordingly, Contractor will
1861 be compensated for the cost of those replacements in excess of one (1) Garbage, Recyclable Materials,
1862 and Organic Collection Container per Commercial Service Unit during the aforementioned 10-year period
1863 within the Term of the Agreement, in accordance with the "Collection Container Exchange" Maximum
1864 Service Rate, as appropriate, set forth in Exhibit 1. Contractor must deliver a replacement Collection
1865 Container to such Service Unit within five (5) Workdays.

1866 12.02.3 Repair of Collection Containers. Contractor is responsible for repair of Collection
1867 Containers. Within five (5) Workdays of notification by City or a Service Recipient of the need for such
1868 repairs, Contractor must repair the Collection Container or, if necessary, remove the Collection Container
1869 for repairs and deliver a replacement Collection Container to the Service Recipient. Collection Container
1870 repair also includes the removal of graffiti from the Collection Container.

1871 12.02.4 Collection Container Exchange. Upon notification to Contractor by City or a Service
1872 Recipient that a change in their Collection Containers is required, for reasons beyond those outlined in
1873 Section 12.02.2, Contractor must deliver such Collection Containers to such Service Recipient within five (5)
1874 Workdays. Each Commercial Service Unit is eligible to receive one (1) free Collection Container exchange
1875 per Calendar Year during the Term of this Agreement. Contractor is allowed to charge the Service Unit for
1876 the cost of those exchanges in excess of one (1) Collection Container exchange per Calendar Year, in
1877 accordance with the appropriate "Collection Container Exchange" service rate set forth in Exhibit 1 as may
1878 be adjusted by City under this Agreement. Additional Collection Containers or different size Collection
1879 Containers are subject to the applicable Maximum Service Rate set forth in Exhibit 1.

1880 12.03 Ownership of Collection Containers. Ownership of Collection Containers distributed by
1881 Contractor is vested in Contractor.

1882 12.04 Cleanliness of Collection Containers. Once every five (5) years, starting at the date of
1883 signature of this agreement, each Commercial Service Recipient is entitled to request the exchange of up to
1884 three (3) Collection Containers, one each of dirty Garbage, Recyclable Materials, and Organic Waste
1885 Containers, for clean Garbage, Recyclable Materials, or Organic Waste Containers. Upon receiving such a
1886 request from a Commercial Service Recipient within the allowed timeframe, Contractor must replace the dirty
1887 Collection Containers with clean Collection Containers. This service must be provided at no charge to the
1888 Service Unit, so long as the service is not requested more than once every five years. In addition, regardless

1889 of whether this exchange is requested by the Service Unit, Contractor will ensure that all Collection Containers
1890 are exchanged on an as-needed basis so as to maintain a clean appearance and proper function. Additional
1891 exchanges beyond once every five years will be subject to the Maximum Service Rate set forth in Exhibit 1.

1892 12.05 Commercial Garbage Collection Service.

1893 12.05.1 Conditions of Service. Contractor must provide Commercial Garbage Collection
1894 Service to all Commercial Service Units in the Service Area whose Garbage is properly containerized in
1895 Garbage Collection Containers, where the Garbage Collection Containers are accessible.

1896 12.05.2 Size and Frequency of Service. This service must be provided as deemed
1897 necessary and determined between Contractor and the Commercial Service Unit, but such service must be
1898 received no less than one (1) time per week with no exception for Holiday(s) as set forth herein, except that
1899 Collection service scheduled to fall on a Holiday may be rescheduled as determined between the Service
1900 Unit and Contractor as long as the minimum frequency requirement is met. The size of the Container and
1901 the frequency (above the minimum) of Collection will be determined between the Commercial Service Unit
1902 and Contractor. However, size and frequency must be sufficient to provide that no Solid Waste need be
1903 placed outside the Collection Container. Contractor must provide Containers as part of the Commercial
1904 Collection Maximum Service Rates set forth in Exhibit 1. Service Recipients may own and provide their own
1905 Compactor provided that the Service Recipient is completely responsible for its proper maintenance, and
1906 that such Compactor is of a type that is compatible with Contractor's equipment. All other Collection
1907 Containers used by Service Recipients must be owned and supplied by Contractor.

1908 12.05.3 Non-Collection. Contractor is required to Collect any Commercial Solid Waste that
1909 is not placed in a Garbage Collection Container if such Commercial Solid Waste is outside the Garbage
1910 Collection Container because of overflow. In the event of non-collection, Contractor must provide the
1911 following written notice via email, U.S. mail, or in person (which may be by Non-Collection Notice) to the
1912 Service Recipient: the date of the Solid Waste Non-Collection and the reason for Non-Collection.
1913 Contractor's Non-Collection Notice for Commercial Service Recipients shall also contain instructions on how
1914 to request an additional Collection Container, if relevant. If Non-Collection occurs for some unforeseeable
1915 circumstance not listed in this Agreement that the Contractor encounters and is impeded by, Contractor shall
1916 provide the same written notice as described in this Section.

1917 12.05.4 Disposal Facility. All Solid Waste Collected as a result of performing Commercial
1918 Solid Waste Collection must be transported to, and Disposed of at, the Disposal Facility. Failure to comply
1919 with this provision may result in assessment of Administrative Charges and Penalties as specified in Exhibit
1920 5 and may result in Contractor being in default under this Agreement.

1921 12.06 Commercial Recyclable Materials Service. This service is governed by the following terms
1922 and conditions:

1923 12.06.1 Conditions of Service. Contractor must provide Commercial Recyclable Materials
1924 Service to all Commercial Service Units in the Service Area whose Recyclable Materials are properly
1925 containerized in Recyclable Materials Collection Containers, except as set forth below, where the Recyclable

1926 Materials Collection Containers are accessible. The Maximum Service Rates for Contractor's Commercial
1927 Recyclable Materials Services are set forth in Exhibit 1.

1928 12.06.2 Base Commercial Recyclable Materials Service. All Commercial Service Recipients
1929 subscribing to Commercial Solid Waste Collection Service must receive weekly Collection of Recyclable
1930 Materials with a minimum of at least one 96-gallon Blue Recyclable Materials Cart per Service Recipient at
1931 no additional cost as part of the base service and included in the Bundled Rate set forth in Exhibit 1. The
1932 actual configuration of Recyclable Materials Collection Container sizes to be provided will be based on the
1933 total equivalent volume and configured in a manner determined by the Service Recipient in consultation with
1934 Contractor.

1935 12.06.3 Size and Frequency of Service. This service will be provided as deemed necessary
1936 and determined between Contractor and the Service Recipient, but such service must be received no less
1937 than one (1) time per week with no exception for Holiday(s) as set forth herein, except that Collection service
1938 scheduled to fall on a Holiday may be rescheduled as determined between the Service Recipient and
1939 Contractor as long as the minimum frequency requirement is met. Service may be provided by Collection
1940 Container at the option of the Service Recipient. The size of the Collection Container and the frequency
1941 (above the minimum) of Collection will be determined between the Service Recipient and Contractor.
1942 However, size and frequency must be sufficient to provide that no Recyclable Materials need be placed
1943 outside the Collection Container. Contractor may charge for Commercial Recyclable Materials Services
1944 above the weekly trash volume equivalent and must provide Recyclable Materials Collection Containers as
1945 a part of the Bundled Service with rates set forth in Exhibit 1. Service Recipients may own and provide their
1946 own Compactor provided that the Service Recipient is completely responsible for its proper maintenance,
1947 and that such Compactor is of a type that is compatible with Contractor's equipment. All other Collection
1948 Containers used by Service Recipients must be owned and supplied by Contractor.

1949 12.06.4 Recyclable Materials - Improper Procedure. Contractor is not required to Collect
1950 Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Commercial
1951 Solid Waste and Organic Waste. Furthermore, Contractor is not required to Collect Recyclable Materials
1952 that are contaminated through commingling with Solid Waste or Organic Waste. To address contamination,
1953 Contractor must follow the steps as set forth in Section 5.07.

1954 12.06.5 Materials Recovery Facility. All Recyclable Materials Collected as a result of
1955 performing Recyclable Materials Services must be delivered to the Materials Recovery Facility listed in
1956 Exhibit 8. Failure to comply with this provision may result in assessment of Administrative Charges and
1957 Penalties as specified in Exhibit 5 and may result in Contractor being in default under this Agreement.

1958 12.06.6 Recyclable Materials - Changes to Work. Should changes in law arise that
1959 necessitate any additions or deletions to the work described herein including the type of items included as
1960 Recyclable Materials, the parties will negotiate any necessary cost changes and will enter into an Agreement
1961 amendment covering such modifications to the work to be performed and the compensation to be paid in
1962 accordance with Section 30.02 before undertaking any changes or revisions to such work.

1963 12.06.7 Additional Recyclable Materials Collection Containers. Contractor must provide
1964 additional Recyclable Materials Collection Containers to Commercial Service Recipients above the minimum
1965 requirements within five (5) days of request and may charge for such additional capacity set forth in Exhibit
1966 1 provided that additional Collection Containers are used by Service Recipients for the purposes of setting
1967 out additional Recyclable Materials for regular weekly Commercial Recyclable Materials Service.

1968 12.07 Commercial Organic Waste Collection Service. This service is governed by the following
1969 terms and conditions:

1970 12.07.1 Conditions of Service. Contractor must provide Commercial Organic Waste
1971 Collection Service to all Commercial Service Units in the Service Area whose Organic Waste is properly
1972 containerized in Organic Collection Containers, where the Organic Waste Collection Containers are
1973 accessible. Contractor will conduct a site visit with each non-exempt Service Recipient to determine the
1974 specific materials to be included in the Service Recipient's Organic Waste Collection (i.e., Food Waste,
1975 Green Waste, combined Food and Green Waste). Contractor will charge for Collection of Organic Waste
1976 within the Bundled Service rate specified in Exhibit 1. For Organic Waste Collected in Collection Containers
1977 beyond the size specified in the Bundled Service rate, Contractor will charge at the rate set forth in Exhibit
1978 1. Contractor agrees that not all Service Units will elect to receive Organic Waste Collection Service in Carts,
1979 and that Contractor will provide Organic Waste Collection Bins upon request and as necessary. Service
1980 Recipients may elect to add Green Waste only Collection Bins to their service at pricing included in Exhibit
1981 1. Contractor will provide enough Collection Containers and at a Collection frequency to allow for any such
1982 Service Unit to utilize the Collection of Organic Waste. Commercial Organic Waste Collection will occur
1983 Monday through Saturday upon request and as necessary. City shall provide Contractor a list of the names
1984 and addresses of Commercial Service Units that are approved by City for exemption from Organic Waste
1985 Collection.

1986 12.07.2 Organic Waste Processing Facility. Contractor must deliver all Collected Organic
1987 Waste to the Organic Waste Processing Facility listed in Exhibit 8. Failure to comply with this provision may
1988 result in assessment of Administrative Charges and Penalties as specified in Exhibit 5 and may result in
1989 Contractor being in default under this Agreement.

1990 12.07.3 Organic Waste Collection Frequency. Contractor must comply with CalRecycle
1991 Collection frequency requirements as they may apply during the Term of this Agreement. If any such
1992 changes to Collection frequency are adopted after Commencement Date that result in Contractor being
1993 allowed to reduce the frequency of Garbage or Organic Waste Collection, or otherwise cause Contractor to
1994 reduce its Collection costs as a result in a change in Garbage or Organic Waste Collection frequency,
1995 Contractor must provide City with its estimate of its reduced costs and shall make adjustments to the
1996 Maximum Service Rates.

1997 12.07.4 Base Commercial Organic Waste Service. All Commercial Service Recipients
1998 subscribing to Commercial Garbage Collection Service must receive weekly Collection of the equivalent
1999 volume of at least one (1) 32-gallon Green Organic Waste Cart per Service Recipient at no additional cost
2000 as part of the base service included in the Bundled Service rate. The actual configuration of Organic Waste
2001 Collection Container sizes to be provided will be based on the total equivalent volume and configured in a

2002 manner determined by the Service Recipient in consultation with Contractor. Contractor may charge for
2003 Commercial Organic Waste Collection as set forth in Exhibit 1 for Commercial Organic Waste Service
2004 greater than the base 32-gallon Organic Waste Cart.

2005 12.07.5 Size and Frequency of Service. This service will be provided as deemed necessary
2006 and determined between Contractor and the Service Recipient, but such service must be received no less
2007 than one (1) time per week with no exception for Holiday(s) as set forth herein, except that Collection service
2008 scheduled to fall on a Holiday may be rescheduled as determined between the Service Recipient and
2009 Contractor as long as the minimum frequency requirement is met. Service may be provided by Bin or Cart
2010 at the option of the Service Recipient. The size of the Container and the frequency (above the minimum) of
2011 Collection will be determined between the Customer and Contractor. However, size and frequency must be
2012 sufficient to provide that no Organic Waste needs be placed outside the Collection Container. Service
2013 Recipients may own and provide their own Compactor provided that the Service Recipient is completely
2014 responsible for its proper maintenance, and that such Compactor is of a type that is compatible with
2015 Contractor's equipment. All other Collection Containers used by Service Recipients must be owned and
2016 supplied by Contractor.

2017 12.07.6 Organic Waste - Improper Procedure. Contractor is not required to Collect Organic
2018 Waste if the Service Recipient does not separate the Organic Waste from Solid Waste and Recyclable
2019 Materials. Furthermore, Contractor is not required to Collect Organic Waste that is contaminated through
2020 commingling with Solid Waste or Recyclable Materials. To address contamination, Contractor must follow
2021 the steps set forth in Section 5.07.

2022 12.07.7 Organic Waste - Changes to Services. Should changes in law arise that necessitate
2023 any additions or deletions to the services described in this Section, including the type of items included as
2024 Organic Waste, the parties will negotiate any necessary cost changes and will enter into an Agreement
2025 amendment covering such modifications to the services to be performed and the compensation to be paid
2026 in accordance with Section 30.02 before undertaking any changes or revisions to such services.

2027 12.07.8 Additional Organic Waste Collection Containers. Contractor must provide additional
2028 Organic Waste Collection Containers to Service Recipients at the rates listed in Exhibit 1 provided that
2029 additional Collection Containers are used by Service Recipients for the proposes of setting out additional
2030 Organic Waste materials for regular weekly Organic Waste Collection Service.

2031 **Article 13. Industrial Service**

2032 13.01 Temporary Bin and Roll-Off Container Service. Contractor shall provide temporary Bin and
2033 Roll-Off Container service, including Construction and Demolition Debris Bins, to Service Recipients.
2034 Contractor must offer temporary Bins in 1-, 2-, 3-, 4-, and 6-cubic-yard sizes, and Contractor must offer
2035 temporary Roll-Off Containers in 10-, 20-, 30-, and 40-cubic-yard sizes. Contractor shall deliver such Bin or
2036 Roll-Off Container within one (1) Business Day of request. The size of the Container and the frequency of
2037 Collection will be determined between the Service Recipient and Contractor. The Contractor shall receive
2038 compensation for Temporary Bin and Roll-Off Container Service from the Customer at the rate for such
2039 service as set in Exhibit 1. Contractor shall also offer discounts on temporary Roll-Off Container Service Rates

2076 (a) Contractor will Collect Abandoned Waste discarded along roads at locations identified
2077 by the City (which may include reports of locations by members of the public to the City
2078 or to Contractor from City staff).

2079 (b) Contractor shall respond to requests from the City to Collect abandoned waste on City
2080 Premises.

2081 (c) Contractor shall proactively Collect any and all Abandoned Waste from designated Hot
2082 Spots identified by the City, on a schedule set by the City.

2083 (d) Contractor shall proactively Collect any and all unreported Abandoned Waste that is
2084 discovered during the course of regular Collection Service.

2085 (e) Contractor shall cooperate with City in any investigation and prosecution of illegal
2086 dumping.

2087 (f) Contractor shall clean up all abandoned waste and debris within a 10-foot radius of
2088 each Abandoned Waste Collection site.

2089 (g) Each Abandoned Waste Collection incident shall equate to no more than four (4)
2090 cubic yards of debris. Any additional volume above four (4) cubic yards of debris shall
2091 be considered a second incident.

2092 If Contractor is directed by City to Collect abandoned waste more than one hundred (100) times in a year
2093 as described above, Contractor shall be entitled to charge the City for Collected materials exceeding one
2094 hundred (100) Collections per Agreement Year in accordance with the Service Recipient Rates as set forth
2095 in Exhibit 1.

2096 14.01.5 Contractor shall publicize, to the satisfaction of City, two options for members of the
2097 public to use to report abandoned waste and illegal dumping. The first option, which is preferred by the City,
2098 is for the public to use the City's free smartphone application. This option should always be listed first in
2099 publicity materials. The second option is the Contra Costa Clean Water Program toll free number 1-800-NO
2100 DUMPING.

2101 14.01.6 City-Sponsored Events Service. Upon request by the City, Contractor shall provide
2102 Garbage, Recyclable Materials, and Organic Waste Containers and Collection Services at up to eight (8)
2103 City-Sponsored Events annually at no cost to the City. Containers shall be delivered and picked up on the
2104 same day as each event, to prevent unauthorized use of the Containers.

2105 14.01.7 City Dumpster Service. Upon request from City, and at no additional cost to City,
2106 Contractor shall provide Roll-Off Containers for large-scale City clean-ups, provided that City provides one
2107 week of advance notice to Contractor. Examples of large-scale City clean-ups may include creek desilting
2108 events, clearance of materials left after clearing encampments, City Facility move-out days, "Mini Dumpster
2109 Days" (see Section 15.01 for a description of Dumpster Days), tenant improvements at City Facilities, and
2110 other miscellaneous activities on City or public property that involve large quantities of debris. Contractor
2111 shall provide up to four (4) 40-yard Roll-Off Containers, or three (3) 40-yard Roll-Off Containers plus one 10-

2112 cubic-yard low-wall wet dumpster, per event, for up to twenty (20) events per year. Containers shall be
2113 delivered and picked up on the same day as each clean-up, to prevent unauthorized use of the Containers.

2114 14.02 City Collection Conditions of Service. City Collection Services shall be governed by the
2115 following terms and conditions:

2116 14.02.1 Contractor's Good Will. In exchange for the good will of the City and the general
2117 public, Contractor voluntarily agrees to provide Solid Waste Collection under this Article at no cost to the
2118 City excepting excess service as provided in this Article and warrants that such service shall neither impact
2119 the Maximum Service Rates nor be otherwise paid for or subsidized by any other Service Recipients.

2120 14.02.2 Contractor shall receive written permission from the City before placing any
2121 Collection Containers on City-owned property for service, except that no such permission shall be needed
2122 to place Collection Containers at locations specified for such Containers in Exhibit 2.

2123 14.02.3 Contractor shall limit the number of trips and the path of travel for Collection
2124 Vehicles in City parking lots.

2125 14.02.4 Container Service. City Facilities shall be provided Solid Waste Collection generally
2126 subject to the same terms and conditions as similar Service Units regarding Container specifications, repair,
2127 replacement, cleanings, and exchange; provided the City shall not be charged for any requests for such
2128 services.

2129 14.02.5 Frequency of Service. The frequency of Collection may be designated by the City,
2130 but not to exceed six (6) times per week per Container. City may change the City Service Units receiving
2131 service, and the Container volume and Collection frequency provided to any City Service Unit, by written
2132 notice to Contractor.

2133 14.02.6 Keys to City Facilities. City may issue Contractor sets of keys to facilitate access to
2134 City Service Unit sites. Contractor shall be responsible for the safekeeping of these keys, and shall pay for
2135 the replacement cost of keys if replacements are needed.

2136 14.03 Transfer Station Reimbursement Program for City Service Units. Contractor shall provide
2137 reimbursement to City for City Service Unit delivery of materials to the Golden Bear Transfer Station. City
2138 shall provide reimbursement requests with back-up documentation quarterly, and Contractor shall provide
2139 reimbursement quarterly, up to an annual maximum to be determined via meet and confer per Section 6.06.3.
2140 The agreed upon payment amount shall increase annually by the CPI Adjustment Calculation in Section
2141 6.03.1.

2142 14.04 HHW Drop-Off Reimbursement Program for City Service Units. In the event that City
2143 Service Unit delivery of HHW to the West Contra Costa County Household Hazardous Waste Facility is no
2144 longer free to the City, and subject to the terms and conditions of Section 30.01, Contractor shall provide
2145 reimbursement to City for any costs accrued by City Service Unit delivering HHW to the West Contra Costa
2146 County Household Hazardous Waste Facility. City shall provide reimbursement requests with back-up
2147 documentation quarterly, and Contractor shall provide reimbursement quarterly, to be determined via meet

2148 and confer per Section 6.06.3. The agreed upon payment amount shall increase annually by the CPI
2149 Adjustment Calculation in Section 6.03.1.

2150 **Article 15. Additional Services**

2151 15.01 City-Wide Clean-Up Events. Contractor shall provide Collection Services at City-Wide
2152 Clean-Up Events (also known as "Dumpster Days") at a maximum of eight (8) per year upon request by City.
2153 Each event shall occur on a Saturday between the hours of 7:00 a.m. and 12:00 p.m. at a location selected
2154 by the City and shall be limited to SFD and MFD Service Recipients within the City. At no cost to the City, the
2155 Contractor shall provide up to five (5) 40-yard Roll-off Containers for Solid Waste, one (1) 20-yard Roll-Off
2156 Container for metals, and one (1) 20-yard Container for Green Waste per event. The services shall be
2157 provided in a manner that meets all needs of the City-Wide Clean-Up Event. The Agreement Administrator
2158 shall notify Contractor in writing or email not less than three (3) weeks prior to the date of each City-Wide
2159 Clean-Up Event. The events must not occur during the week of a Holiday. Contractor shall prepare and
2160 distribute Clean-Up Event notices to SFD and MFD Service Recipients no later than one (1) week prior to
2161 each event. At a minimum, the notices shall include the dates and hours of operation, locations of the
2162 Collection sites, and acceptable materials for Collection. Contractor may separately electronically transmit
2163 the notices or provide the notices as billing inserts to each SFD and MFD Service Recipient. Contractor shall
2164 provide Spanish-translated notices upon request by the City. The costs of production, printing, mailing and
2165 all associated costs for the notices shall be borne by Contractor. Contractor shall also provide their information
2166 in digital format to the City.

2167 15.02 Recovered Organic Waste Procurement. Contractor shall assist the City in meeting the SB
2168 1383-mandated recovered Organic Waste procurement target. At no cost to the City, Contractor must assist
2169 City in arranging for produced Compost, mulch, or other recovered Organic Waste products to comply with
2170 SB 1383 procurement requirements to be delivered in qualities, quantities, locations, and times agreed on
2171 between City and Contractor. Such Contractor assistance can be in the form of backhauling materials or
2172 setting aside locations for Service Recipients to pick up produced Compost/mulch at an approved facility.
2173 Contractor agrees to provide up to fifty (50) cubic yards of Compost or mulch to the City annually. The services
2174 described in this Section are not effective until such time as the City and Contractor agree to a City-Directed
2175 Change per Section 30.01.

2176 15.03 Compost Giveaway Events. In the event that Compost is no longer provided by the West
2177 Contra Costa Integrated Waste Management Authority, and subject to the terms and conditions of Section
2178 30.01, Contractor will provide at least two Compost giveaway events per year for City residents. Contractor
2179 shall make available at least sixty (60) cubic yards of Compost on an annual basis at no additional cost to
2180 City. The location, date, and time of such events shall be mutually agreed upon by Contractor and City. The
2181 services described in this Section are not effective until such time as the City and Contractor agree to a City-
2182 Directed Change per Section 30.01.

2183 15.04 Grant Program for Prevention of Blight and Unlawful Dumping. Contractor will pay to the
2184 City a sum of fifteen thousand dollars (\$15,000) to facilitate the prevention of blight, unlawful dumping, and
2185 other activities consistent with the goals of AB 939, SB 1383, SB 54, and/or other state-mandated Solid Waste

2186 requirements, as sponsored through its Annual Community Grant Fund. This payment amount shall increase
2187 annually by the CPI Adjustment Calculation in Section 6.03.1.

2188 15.05 Edible Food Recovery Support. In the event that Edible Food Recovery support is no longer
2189 provided by the West Contra Costa Integrated Waste Management Authority, and subject to the terms and
2190 conditions of Section 30.01, Contractor will, at no additional cost to the City, provide support to the City's
2191 Edible Food Recovery program as required under SB 1383. Contractor support may include educating
2192 commercial Edible Food generators, providing records of site visits, conducting education efforts, providing
2193 lists of food recovery organizations, and coordinating with Agreement Administrator. Contractor will assist the
2194 City in conducting Food Waste and Green Waste surveys and Diversion programs by providing accurate and
2195 timely service data, conducting site visits, and distributing materials. The services described in this Section
2196 are not effective until such time as the City and Contractor agree to a City-Directed Change per Section 30.01.

2197 15.06 Transfer Station Voucher Program for Residents. Contractor shall pay the City a sum of
2198 twenty-five thousand dollars (\$25,000) per year to fund a Transfer Station voucher program for City residents.
2199 City will distribute vouchers to City residents for use delivering mattresses, tires, and miscellaneous Solid
2200 Waste to the Golden Bear Transfer Station. Vouchers shall be only for use of City residents, and voucher-
2201 holders shall provide proof of residence upon drop-off at the Golden Bear Transfer Station. This payment
2202 amount shall increase annually by the CPI Adjustment Calculation in Section 6.03.1.

2203 15.07 HHW and Extended Producer Responsibility Drop-Off Events. Contractor shall provide a
2204 minimum of two City-wide HHW (including E-waste, U-Waste, pharmaceuticals, and sharps), textile, carpet,
2205 and mattress Collection drives on an annual basis. The events shall be conducted by Contractor at no cost
2206 of any kind to the City. Contractor will schedule Collection events with City approval and advertise the drop-
2207 off events not less than one week prior to the scheduled Collection event, but no more than one month prior
2208 to the scheduled Collection event. All textile, carpet, and mattresses Collected through this program shall be
2209 Diverted from the landfill, either through donation to a local non-profit organization or through other means of
2210 Diversion. Contractor must arrange for appropriate disposal of all HHW generated by each event. The
2211 services described in this Section are not effective until such time as the City and Contractor agree to a City-
2212 Directed Change per Section 30.01.

2213 15.08 HHW Drop-Off Site. In the event that the City's HHW is no longer accepted by the West
2214 Contra Costa Integrated Waste Management Authority, and subject to the terms and conditions of Section
2215 30.01, Contractor will provide at least one HHW drop-off site within the City limits and provide free HHW drop-
2216 off services to City residents. The services described in this Section are not effective until such time as the
2217 City and Contractor agree to a City-Directed Change per Section 30.01.

2218 15.09 Sharps Collection Program. Home-generated sharps, such as needles, syringes, and
2219 lancets, shall be placed in a sharps Container and removed from the regular waste stream to minimize
2220 exposure to Solid Waste workers and Recyclable Materials processors. To ensure sharps are handled in an
2221 appropriate manner, Contractor shall provide, upon request, postage-paid mail-back sharps Containers as
2222 follows. In addition, Contractor shall promote this program in newsletters and in other forms of outreach as
2223 determined by City. The services described in this Section are not effective until such time as the City and
2224 Contractor agree to a City-Directed Change per Section 30.01.

2225 15.09.1 Each SFD Service Recipient shall be provided with up to one postage-paid mail-
2226 back sharps Container per year at no additional cost. Seniors shall be provided with up to two postage-paid
2227 mail-back sharps Containers per year at no additional cost.

2228 15.09.2 Each MFD dwelling within an MFD Service Unit, up to 20 dwellings per Service Unit,
2229 shall be provided with up to one postage-paid mail-back sharps Container per year at no additional cost.
2230 Seniors shall be provided with up to two postage-paid mail-back sharps Containers per year at no additional
2231 cost.

2232 15.09.3 Contractor shall provide to the City on an annual basis not less than 200 postage-
2233 paid mail-back Sharps Containers for City staff to distribute at special events.

2234 15.10 Support in Complying with SB 54. Contractor will, at no cost to the City, provide support to
2235 the City in complying with SB 54. Contractor support may include, but is not limited to, record-keeping,
2236 collection of data, waste stream sampling, and compilation of reports.

2237 **Article 16. Collection Routes**

2238 16.01 Service Routes. Contractor must provide City with maps and digital mapping data precisely
2239 defining Collection routes, together with the days and the times at which Collection will regularly commence.

2240 16.02 Service Routes Near Schools. Contractor agrees not to schedule Collection service within
2241 500 feet of a school's roadway frontage and/or driveways during either the school's daily morning student
2242 arrival window(s) or the school's daily afternoon student departure window(s),

2243 16.03 Initial Route Changes. Contractor agrees not to change any Residential Solid Waste
2244 Collection routes in effect as of the Effective Date of this Agreement prior to July 1, 2026, except for limited
2245 route changes that may be necessary for new development and subject to review and approval by the City.
2246 After July 1, 2026, if any re-routing of Residential Solid Waste Collection is necessary for Collection efficiency,
2247 Contractor may submit to City, in writing, proposed route changes (including maps thereof) not less than sixty
2248 (60) calendar days prior to the proposed date of implementation. Any such initial routing change may not
2249 affect more than ten percent (10%) of SFD Service Units in the City and is subject to City review and approval.

2250 16.04 Future Service Route Changes. Contractor must submit to City, in writing, any proposed
2251 route change (including maps thereof) not less than sixty (60) calendar days prior to the proposed date of
2252 implementation. Contractor may not implement any route changes without the prior review and approval of
2253 the Agreement Administrator. If the change will change the Collection day for a Service Recipient, Contractor
2254 must notify those Service Recipients in writing of route changes not less than thirty (30) days before the
2255 proposed date of implementation.

2256 16.05 Collection Route Audits. City reserves the right to conduct audits of Contractor's Collection
2257 routes. Contractor must cooperate with City in connection therewith, including permitting City employees or
2258 agents designated by the Agreement Administrator to ride in the Collection Vehicles to conduct the audits.

2259 Contractor has no responsibility or liability for the salary, wages, benefits, or worker compensation claims of
2260 any person designated by the Agreement Administrator to conduct such audits.

2261 **Article 17. Minimum Performance Standards**

2262 17.01 Billing Audit and Performance Reviews.

2263 17.01.1 Contractor Shall Review its Billings to all Customers. The purpose of the review is
2264 to determine that the amount which the Contractor is billing each Customer is correct regarding the level of
2265 service (i.e., frequency of Collection, size of Container, location of Container) at the rates approved by City
2266 Council resolution. The Contractor shall review Customer accounts not less than annually and provide a
2267 written certification to the City that all such billing is correct. The documentation of the review, as well as
2268 verification that any errors have been corrected, should be provided to the City annually.

2269 17.01.2 Billing Audit and Performance Reviews. City may conduct billing audit and
2270 performance reviews (together, "reviews") of Contractor's performance during the Term of this Agreement,
2271 as provided herein. City may conduct two (2) full reviews, with payment to City as stated in Section 17.01.2.1
2272 below, during the Initial Term of this Agreement. The purpose of these full reviews will be as described in
2273 Section 17.01.2.2 below.

2274 17.01.2.1 Selection and Cost. The reviews will be performed by the City or
2275 a qualified firm under contract with the City. City will have the final responsibility for the selection of the firm.
2276 City may conduct the two (2) reviews at any time during the Term of the Agreement, but not more frequently
2277 than once per year. Contractor shall pay the City's costs for the performance review, up to \$85,000 per
2278 review. The payment amount shall increase annually by the CPI Adjustment Calculation in Section 6.03.1.

2279 17.01.2.2 Purpose. The reviews will be designed to verify: that Customer
2280 billing rates have been properly calculated and correspond to the level of service received by the Customer,
2281 that Contractor is correctly billing for all services provided, that Franchise Fees and other fees required
2282 under this Agreement have been properly calculated and paid to City, that Contractor is in compliance with
2283 the reporting requirements and performance standards of this Agreement, the Diversion percentages
2284 reported by Contractor, and any other provisions of the Agreement. City (or its designated consultant) may
2285 utilize a variety of methods in the execution of this review, including, but not limited to, analysis of relevant
2286 documents, on-site and field observations, and interviews. City (or its designated consultant) will review
2287 and document the items in the Agreement that can be objectively evaluated, including those that require
2288 Contractor to meet specific performance standards, submit information or reports, perform additional
2289 services, or document operating procedures. This information will be documented and be formatted in a
2290 "compliance checklist", with supporting documentation and findings tracked for each of the identified items.
2291 The review will specifically include a determination of Contractor's compliance with the Diversion
2292 requirements of Article 8 and the public outreach and education requirements of Article 20. City (or its
2293 designated consultant) may review the Customer service functions and structure utilized by Contractor.
2294 This may include Contractor's protocol for addressing Customer complaints and service interruption
2295 procedures. Complaint logs may be reviewed, along with procedures and systems for tracking and

addressing complaints. On-site and field observations by City (or its designated consultant) may include, but are not necessarily limited to:

- a) Interviews and discussions with Contractor's administration and management personnel.
- b) Review and observation of Contractor's Customer service functions and structure.
- c) Review of public education and outreach materials.
- d) Interviews and discussions with Contractor's financial and accounting personnel.
- e) Interviews with route dispatchers, field supervisors, and managers.
- f) Interviews with route drivers.
- g) Interviews with vehicle maintenance staff and observation of maintenance practices.
- h) Review of on-route Collection Services, including observation of driver performance and Collection productivity and visual inspection of residential routes before and after Collection to evaluate cart placement and cleanliness of streets.

17.01.2.3 Contractor's Cooperation. Contractor shall cooperate fully with the review and provide all requested data, including operational data, financial data, and other data reasonably requested by City within fifteen (15) Workdays of the request. Failure to submit data by the due date may result in assessment of Administrative Charges and Penalties as specified in Exhibit 5.

17.01.3 Additional Billing Audit and Performance Review. In the event that the Billing Audit and Performance Review concludes that Contractor is not in compliance with all terms and conditions of this Agreement and such non-compliance is material, Contractor is subject to Administrative Charges and Penalties as described in Exhibit 5 as well as reimbursement to the City for the full cost of the audit plus any underpayments discovered during the Audit. Additionally, City may conduct an Additional Billing Audit and Performance Review, beyond the two (2) specified in Section 17.01.2.1, to ensure that Contractor has cured any such area of non-compliance. Contractor will be responsible for the cost of any such Additional Billing Audit and Performance Review for a maximum cost of Eighty-Five Thousand Dollars (\$85,000) (starting on July 1, 2026, and each January 1st thereafter. For the purposes of a determination of non-compliance under this Agreement, Audit findings which result in underpayments of \$100,000 or more shall be deemed material. These payment amounts shall increase annually by the CPI Adjustment Calculation in Section 6.03.1.

17.01.4 City Requested Program Review. City reserves the right to require Contractor to periodically conduct reviews of the Garbage, Recyclable Materials, and Organic Waste Collection Service programs, provided that such reviews are reasonable and can be accomplished at no additional cost to Contractor and without interfering with Contractor's operations. Such reviews could assess one or more of the following performance indicators: average volume of Recyclable Materials per set-out per Customer, average volume of Organic Waste per set-out per Customer, participation level, contamination levels, etc. Prior to the program evaluation review, City and Contractor will meet and discuss the purpose of the review and agree on the method, scope, and data to be provided by Contractor. Failure of Contractor to submit requested data or information to City within fifteen (15) Workdays of a request may result in assessment of Administrative Charges and Penalties as specified in Exhibit 5.

2335 17.02 Cooperation with Other Program Reviews. Contractor shall cooperate with City and/or its
2336 agent(s) as reasonably requested to collect program data, perform field work, conduct route audits to
2337 investigate Customer participation levels and set-out volumes, and/or evaluate and monitor program results
2338 related to Garbage, Recyclable Materials, and Organic Waste Collected in City by Contractor, provided that
2339 such cooperation can be accomplished at no additional cost to Contractor and without interfering with
2340 Contractor's operations. Failure of Contractor to submit requested data or information to City within fifteen
2341 (15) Workdays of a request may result in assessment of Administrative Charges and Penalties as specified
2342 in Exhibit 5.

2343 **Article 18. Collection Equipment**

2344 18.01 General Provisions. All equipment used by Contractor in the performance of services under
2345 this Agreement must be of a high quality and meet all Federal, State, and local regulations and air quality
2346 standards, including all applicable provisions of Air Quality Management District. Collection vehicles must be
2347 designed and operated so as to prevent Collected materials from escaping from the vehicles. Hoppers must
2348 be closed on top and on all sides with screening material to prevent Collected materials from leaking, blowing,
2349 or falling from the vehicles. All trucks and Containers must be watertight and must be operated so that liquids
2350 do not spill during Collection or in transit.

2351 18.02 Bulky Waste. Vehicles used for Collection of Bulky Waste may not use Compactor
2352 mechanisms or mechanical handling equipment that may damage reusable goods or release Freon or other
2353 gases from pressurized appliances.

2354 18.03 Collection Vehicles. Contractor must use Collection Vehicles as listed in the schedule
2355 included in Exhibit 4 and may not use any Collection Vehicle that is more than ten (10) years old during the
2356 Term of the Agreement. Contractor shall register all new Collection Vehicles under this Agreement to its
2357 address within the City and shall report all purchases of Collection Vehicles under this Agreement as
2358 attributable to the City for sales tax purposes. Collection Vehicles must utilize low carbon ("alternative") fuel,
2359 which must be renewable natural gas (RNG), liquefied natural gas (LNG), CNG, or electric unless otherwise
2360 pre-authorized by the City in writing. This shall include automated side load all-electric vehicles that will be
2361 utilized to provide Cart Collection Services for this Agreement, as set forth in Exhibit 12. If, during the Term
2362 of the Agreement, new technologies are available (such as hybrid or electric powered Collection vehicles),
2363 the City or the Contractor may request/negotiate implementation of such new Collection vehicles, with a
2364 corresponding change to the Maximum Service Rates to reflect additional cost or savings. During the Term,
2365 to the extent required by law, Contractor shall provide its Collection Vehicles to be in full compliance with all
2366 Applicable Laws, including State and Federal clean air requirements that are adopted or proposed to be
2367 adopted, including, but not limited to, the California Air Resources Board Heavy Duty Engine Standards as
2368 currently proposed to be contained in California Code of Regulations, Title 13, Sections 2020 et seq., the
2369 California Air Resources Board Advanced Clean Fleets Regulation as outlined in California Code of
2370 Regulations, Title 13, Sections 2013 et seq., the Federal EPA's Highway Diesel Fuel Sulfur regulations, and
2371 all other applicable air pollution control laws.

2372 18.04 Collection Vehicle On-Board Technology. Contractor must use Collection Vehicles fitted
2373 with GPS tracking devices that can be used to record start and stop times, vehicle locations, and maximum

2374 speed. Contractor shall furnish to the City, at no additional cost or expense, any software and equipment
2375 necessary for City to track the location of Collection Vehicles in real time and to generate reports as needed.
2376 Collection Vehicles must also be fitted with cameras that are programmed to take photos, date and location
2377 stamped, to document violations, including contamination, overfilling, and lids not closed. GPS and camera
2378 data must be made available to City upon request. Failure of Contractor to make data or information available
2379 to City within fifteen (15) Workdays of a request may result in assessment of Administrative Charges and
2380 Penalties as specified in Exhibit 5.

2381 18.05 Collection Vehicle Size Limitations / Overweight Vehicle Charge. Contractor may not use
2382 any Collection Vehicle in violation of weight limitations in Applicable Law, including any weight limitation
2383 placed on any public roadway or alley as adopted and posted by City. The Contractor may exceed the
2384 Collection Vehicle size limitation for a limited time due to extraordinary circumstances or conditions with the
2385 prior written consent of the Agreement Administrator. The limited time may not exceed 120 days. Contractor
2386 must report all instances of overweight vehicles to City as part of its quarterly reporting described in Section
2387 22.04, and as part of its Annual Reports to the City described in Section 22.05. Contractor may be assessed
2388 Administrative Charges and Penalties as specified in Exhibit 5 as a result of exceeding an overweight vehicle
2389 rate of five percent (5.00%) in any Calendar Year during the Term of the Agreement. The overweight vehicle
2390 rate will be calculated as the total number of overweight Collection Vehicle instances during the Calendar
2391 Year divided by the total number of Collection Vehicle loads transported during the Calendar Year. Prior to
2392 collecting Administrative Charges and Penalties for overweight vehicles, the City shall afford Contractor a
2393 reasonable opportunity to provide the Agreement Administrator with documentation of the extraordinary
2394 circumstance that caused the overweight vehicles. Extraordinary circumstances in this case may include, but
2395 are not limited to, heavy rains or high winds that caused excess Green Waste to be generated, rain to
2396 accumulate in open Collection Containers, or normal Collection routes to be delayed or shortened due to
2397 extreme weather conditions. The Agreement Administrator shall have authority to consider Contractor's
2398 documentation and uphold and collect the assessed charge, to reduce the charge, or to waive and dismiss
2399 the charge. The Agreement Administrator shall also have the authority to waive charges in advance of an
2400 anticipated, or in response to an actual, emergency event.

2401 18.06 Registration; Inspection. All vehicles used by Contractor in providing Solid Waste
2402 Collection under this Agreement, except those vehicles used solely on Contractor's Premises, are to be
2403 registered with the California Department of Motor Vehicles. In addition, each such vehicle must be inspected
2404 by the California Highway Patrol in accordance with Applicable Law. Within two (2) Workdays of a request
2405 from the Agreement Administrator, Contractor must provide City a copy of its vehicle maintenance log and
2406 any safety compliance report, including, but not limited to, any report issued under California Vehicle Code
2407 Sections 34500 and following, as well as the biennial "BIT" inspections conducted by the California Highway
2408 Patrol.

2409 18.07 Safety Markings. All Collection equipment used by Contractor must have appropriate safety
2410 markings including, but not limited to, highway lighting, flashing, and warning lights, clearance lights, and
2411 warning flags. All such safety markings must be in accordance with the requirements of the California Vehicle
2412 Code, as may be amended from time to time.

2413 18.08 Vehicle Signage and Painting. Collection Vehicles must be painted and numbered without
2414 repetition and must have Contractor's name, Contractor's customer service telephone number, and the
2415 number of the vehicle painted in letters of contrasting color, at least four (4) inches high, on each side and
2416 the rear of each vehicle. No advertising is permitted other than the name of Contractor, its logo, and its
2417 registered service marks, except for promotional advertisement of the Recyclable Materials and Organic
2418 Waste programs, which is encouraged. City is to approve any promotional material of the Recyclable
2419 Materials and Organic Waste affixed to or painted on Contractor's Collection Vehicles and may require such
2420 promotion to be utilized from time to time to encourage correct Recycling, reduce contamination, and provide
2421 relevant education. Contractor must repaint all vehicles (including vehicles striping) during the Term of this
2422 Agreement on a frequency as necessary to maintain a positive public image, as reasonably determined by
2423 the Agreement Administrator, but not less often than once every five years.

2424 18.09 Bin and Roll-off Container Signage, Painting, and Cleaning. All metal Bins Containers of
2425 any service type furnished by Contractor must be either painted or galvanized, in compliance with all
2426 applicable color specifications as set forth by CalRecycle. For purposes of this Agreement, all metal Bins will
2427 be considered to be in compliance with all applicable color specifications as set forth by CalRecycle via the
2428 color of the Bin's lid. All metal or plastic Bins and Roll-off Containers must display Contractor's name,
2429 Contractor's customer service telephone number, and the number of the Bin or Roll-off Container and must
2430 be kept in a clean and sanitary condition. Bins must also have labels that comply with Section 20.10 of this
2431 Agreement. Bins and Roll-off Containers should be free of dents and graffiti at the start of this Agreement and
2432 painted as needed to maintain an orderly appearance throughout the Term of the Agreement, but not less
2433 frequently than once every three years. Bins and Roll-off Containers may be subject to periodic, unscheduled
2434 inspections by City, and determination as to sanitary condition will be made by City.

2435 18.10 Vehicle Certification. For each Collection Vehicle used in the performance of services
2436 under this Agreement, Contractor must obtain a certificate of compliance (smog check) issued pursuant to
2437 Part 5 of Division 26 of the California Health and Safety Code (Section 43000 and following) and regulations
2438 promulgated thereunder, and/or a safety compliance report issued pursuant to Division 14.8 of the California
2439 Vehicle Code (Section 34500 and following) and the regulations promulgated thereunder, as applicable to
2440 the vehicle. Contractor must maintain copies of such certificates and reports and must make such certificates
2441 and reports available for inspection upon request by the Agreement Administrator.

2442 18.10.1 By July 1, 2025, Contractor must submit to the Agreement Administrator verification
2443 that each of the Contractor's Collection Vehicles has passed the California Heavy Duty Vehicle Inspection.
2444 Thereafter, Contractor must cause each vehicle in Contractor's Collection fleet to be tested annually in the
2445 California Heavy Duty Inspection Program and must, upon request, submit written verification to City within
2446 ten (10) Workdays of the completion of such test. Contractor may not use any vehicle that does not pass
2447 such inspection.

2448 18.11 Equipment Maintenance. Contractor must always maintain Collection equipment in a clean
2449 condition and in good repair. All parts and systems of the Collection equipment must operate properly and be
2450 maintained in a condition satisfactory to City. Contractor must wash all Collection Vehicles at least once a
2451 week.

2489 related calls are answered by an employee within five (5) rings if they are received during normal business
2490 hours (8:00 a.m. to 5:00 p.m. on Monday through Friday).

2491 19.03 Emergency Contact. Contractor must provide the Agreement Administrator with an
2492 emergency phone number where the Contractor can be reached outside of the required office hours.

2493 19.04 Multilingual/Telecommunications Device for the Deaf (TDD) Service. Contractor must
2494 always maintain the capability of responding to telephone calls in English, Spanish, and such other languages
2495 as City may direct. Contractor must always maintain the capability of responding to telephone calls through
2496 TDD Services.

2497 19.05 Service Recipient Calls. During office hours, Contractor must maintain a telephone
2498 answering system capable of accepting at least five (5) incoming calls at one time. Contractor must record all
2499 calls, including any inquiries, service requests, or complaints, into a customer service log.

2500 19.05.1 All incoming calls will be answered at the local office or call center within 5 rings.
2501 Any call "on-hold" more than 1.5 minutes must have the option to remain "on-hold" or request a "call-back"
2502 from a customer service representative. Contractor's customer service representatives must return Service
2503 Recipient calls. For all messages left before 3:00 p.m., all "call backs" must be attempted a minimum of one
2504 time prior to 5:00 p.m. on the day of the call. For messages left after 3:00 p.m., all "call backs" must be
2505 attempted a minimum of one time prior to noon the next Workday. Contractor must make minimum of three
2506 (3) attempts within one (1) Workday of the receipt of the call. If Contractor is unable to reach the Service
2507 Recipient on the next Workday, Contractor must send a postcard, email, or text, as indicated by the Service
2508 Recipient, to the Service Recipient on the second Workday after the call was received, indicating that the
2509 Contractor has attempted to return the call.

2510 **Article 20. Contractor Support Services**

2511 20.01 Sustainability/Compliance Representative. Contractor will hire staff, including at least one
2512 dedicated full-time Sustainability/Compliance Representative as of the Commencement Date, to conduct site
2513 visits and provide outreach and education in support of meeting Franchise and CalRecycle Diversion
2514 requirements and to meet State mandates associated with Applicable Law and all amendments and related
2515 subsequent legislation. The Sustainability/Compliance Representative(s) shall be available as needed to
2516 meet with the City and conduct site visits to implement Recyclable Materials and Organic Waste programs in
2517 the Service Area at least four days a week throughout the year. City may request monthly meetings with
2518 Contractor to discuss problems or issues such as Collection or Recycling programs, Billing or Service
2519 Recipient service issues, and day-to-day operations. The services described in this Section are not effective
2520 until such time as the City and Contractor agree to a City-Directed Change per Section 30.01.

2521 20.02 Sustainability and Compliance Plan. Contractor, at its own expense, must prepare, submit,
2522 and implement an annual (Calendar Year) Sustainability and Compliance Plan ("Plan"), which will guide
2523 Contractor's staff's work efforts. This Plan will include measures to meet Diversion targets, increase
2524 Diversion, and increase participation of Service Recipients in Recyclable Materials and Organic Waste
2525 Diversion programs, and should target certain Recyclable Materials or "problem" areas, including Recyclable

2526 Materials and Organic Waste sorting and contamination, within Contractor's Service Area where
2527 improvements can be maximized. Planned outreach and education services and outreach materials should
2528 be included as part of the Plan and updated annually, and new outreach materials shall not be circulated to
2529 the public without City review and approval. Targets of outreach shall be based on local trends and Recycling
2530 patterns from data obtained by both the City and Contractor. Contractor will maintain current and state-of-
2531 the-art public outreach and education services throughout the Term of this Agreement by providing outreach
2532 materials to Service Recipients electronically (via email and social media). Contractor must submit first year
2533 draft Plan to the City prior to the Commencement Date and by July 1st each year thereafter for the Term of
2534 the Agreement. City shall review and provide revisions to draft Plan within thirty (30) days of receipt. City shall
2535 review, provide comments, approve all education, and outreach materials. Contractor must revise and submit
2536 final Plan to City by December 1, 2025, for first year and then each year thereafter for the Term of the
2537 Agreement. Contractor's Plan is provided in Exhibit 9.

2538 20.02.1 Approach to Meeting City's Diversion Requirements. Contractor must document
2539 approach to meeting City's Diversion requirements by specific Diversion program type (SFD, MFD,
2540 Commercial, Recyclable Material, Organic Waste, Bulky Waste, etc.) and must be tied to both specific and
2541 public education programs. This must include an implementation schedule showing the specific programs
2542 and tasks, milestones, and timeframes for meeting the Diversion requirements.

2543 20.02.2 Environmental Stewardship. Contractor must describe all environmental
2544 management policies and activities related to the Solid Waste Collection service, including the use of
2545 Alternative Fuel Vehicles, reduction of air emissions and wear and tear on the City's streets, use of recycled
2546 products throughout operations, internal waste reduction and reuse protocol, water and resource
2547 conservation activities within facilities (design, construction and operation), compliance with laws governing
2548 E-Waste, HHW, and U-Waste, and use of non-toxic products when possible.

2549 20.02.3 Outreach Regarding Recyclability of Materials. Contractor shall create and maintain
2550 at minimum one (1) piece of educational material that addresses:

2551 (a) The foundational role that commodities markets and transportation costs play in current
2552 Recycling systems.

2553 (b) The importance of keeping recyclables empty, clean, and dry.

2554 (c) A list of materials that are likely to be recycled if placed in City Recyclable Materials
2555 Containers.

2556 Contractor shall also create and maintain at minimum one (1) piece of educational material that addresses:

2557 (a) The Organic Waste stream standards of the local transfer and processing facilities that
2558 receive City Organic Waste.

2559 (b) The related importance of keeping prohibited materials out of the City's Organic Waste
2560 stream.

2561 (c) The potential end uses of Compost depending on the material's quality and levels of
2562 contamination.

2563 20.03 School Education and Outreach. Contractor shall develop and utilize a program to educate
2564 on proper Recycling that offers tools to assist with proper Recycling for all ages. Educational information
2565 should include brochures, school resources such as Recycling curriculums, children's activity flyers, posters,
2566 myth busters, and Recycling art activities. Contractor shall develop and distribute educational material and
2567 conduct onsite outreach annually to all school campuses in the franchise area. Materials must be approved
2568 by City before distribution. Examples include Recyclable Materials list, Recycling tips, battery and bulb
2569 education, Food Waste Collection, and donation, and HHW education. Educational material shall be
2570 distributed to campuses by mail and/or in person on or before September 30th annually, and site visits must
2571 be completed by November 30th annually.

2572 20.04 Compliance Notices. Contractor shall send SB 1383, AB 341, and AB 1826 compliance
2573 notices quarterly to all eligible Commercial entities and MFDs that do not subscribe to Organic Waste and/or
2574 Recyclable Materials Collection Service with the Contractor and/or do not provide an alternate method for
2575 Diverting Organic Waste, in conformance with Applicable Law. These notices shall also notify businesses of
2576 requirements under AB 827. Contractor shall mail notifications quarterly on or before the last day of the month
2577 following the end of the quarter.

2578 20.05 Technical Assistance.

2579 20.05.1 Site Visits. Contractor shall provide comprehensive Recycling technical assistance
2580 to MFD and Commercial Customers with the primary purpose of helping Customers increase Recyclable
2581 Materials and Organic Waste Collection services and reducing Solid Waste Collection service. The technical
2582 assistance services shall conform with the following performance expectations per month:

Task	Minimum Number of related actions taken
Phone Calls	20
In-Person Site Visits (i.e., Customer contact)	40

2583 Site visits shall include on-site assessments of the MFD and Commercial Premises to improve Recyclable
2584 Materials and Organic Waste Collection program participation and provide recommendations to Customers
2585 on how to improve overall resource efficiency. During the site visits, Contractor will be required to provide
2586 and/or restock posters, "how to" guides, personal Recyclable Materials baskets/bags for MFD tenants, and
2587 any other appropriate materials, and to provide new signage for the Recyclable Materials and Organic
2588 Waste Containers if necessary. This program shall also involve preparation and presentation of reports to
2589 the City on the Contractor's efforts and results of the technical assistance efforts.

2590 20.05.2 Compliance Reviews.

2591 20.05.2.1 General Requirement. At least once annually, beginning in 2025,
2592 Contractor shall review the records of its Commercial and MFD Customers in City that are subscribed for
2593 at least two (2) cubic yards per week of combined Solid Waste, Organic Materials, and Recyclables service,
2594 to determine whether such Customers are subscribed for Organic Materials Collection service or have an

2595 applicable waiver. Contractor shall include the results of each Compliance Review in its next regularly
2596 scheduled report to City.

2597 20.05.2.2 Site Visit Requirement for Non-Compliance. Contractor shall
2598 conduct a site visit to each Commercial and MFD Customer in City that is determined to (a) not be enrolled
2599 in 3-Container Collection service, and (b) not be eligible for a waiver based on the City determination.
2600 Contractor shall conduct in-person site visits (i.e., direct Customer contact) to provide educational material
2601 about the law's requirements to Commercial and MFD Customers at least once every 3 years.

2602 20.05.2.3 Site Visit Requirement for All Customers. All Commercial and
2603 MFD Customers in the City shall receive a site visit from Contractor to affirm proper sorting procedures and
2604 sizing of Containers at least once every 5 years.

2605 20.06 Education and Outreach Materials. Contractor must implement public education and
2606 outreach in conformance with Applicable Law and in coordination with City. Contractor shall attend public
2607 events and host booths to promote Recycling education and awareness. Contractor will work with City to
2608 identify which special events will be attended. Contractor, together with City, shall work with local media to
2609 ensure information on new programs, events, Recyclable Materials, Organic Waste, etc., is communicated to
2610 the community. Contractor shall use a variety of options, such as local paper, news, websites, and social
2611 media, as well as in-person visits to Homeowners Associations, schools, and civic groups to distribute
2612 information and education about City Solid Waste and Recyclable Materials programs and events. In terms
2613 of social media and websites, Contractor shall make their best effort to share information through platforms
2614 that are commonly used and culturally relevant, including platforms that are known to reach younger
2615 populations and Spanish-speaking populations. Examples may include Instagram, WhatsApp, NextDoor, and
2616 TikTok, though that list is expected to become outdated within a year or two. All educational and outreach
2617 materials shall be provided in English and Spanish, and City may direct some or all materials to also be
2618 produced in other languages to be determined.

2619 20.06.1 Quarterly Newsletters. In the event that newsletters are no longer distributed to
2620 Service Recipients by West Contra Costa Integrated Waste Management Authority, Contractor shall
2621 distribute educational material to Service Recipients a minimum of once a Quarter by mail or electronically.
2622 These materials should include tips on Recycling properly, use of Organic Waste Containers, Composting,
2623 battery and electronics education, prevention of contamination issues, proper Collection Container
2624 placement, resource information, and HHW education. Contractor shall also distribute these same
2625 educational materials to all MFD residents, provided that City provides Contractor with a list of contact
2626 information for these residents.

2627 20.06.2 Available Services Notice and Information. At least annually, Contractor must
2628 publish and distribute (by mail or electronically) a notice to all Service Units regarding the full range of
2629 services offered. The notice must be provided in English and Spanish and must be distributed by Contractor
2630 no later than February 1st of each year. The notice must contain at a minimum (i) definitions of the materials
2631 to be Collected; (ii) procedures for setting out materials; (iii) the days when Garbage, Recyclable Materials,
2632 and Organic Waste Services will be provided; (iv) Contractor's local customer service phone number; (v)
2633 instructions on the proper filling of Containers; (vi) instructions as to what materials may or may not be placed

2634 in Recyclable Materials or Organic Waste Containers; (vii) how to select Container sizes to maximize
2635 Diversion; (viii) information about participation in Recyclable Materials and Organic Waste programs; (ix) the
2636 fees for Overage and Contamination in the event of non-compliance; (x) the availability of on-premises
2637 Collection Services, including the availability of no-charge on-premises Solid Waste Collection for qualified
2638 persons; (xi) the availability of Bulky Waste Services; (xii) the availability of the Golden Bear Transfer Station
2639 drop-off voucher program; (xiii) information about Neighborhood Clean-Up days, including any specific
2640 upcoming dates and locations; and (xiv) the information about Free Bulky Waste Drop-off days, including
2641 any specific upcoming dates and locations.

2642 20.06.3 Contractor shall provide the following to all its Customers under the Agreement
2643 annually. Contractor shall also provide the following to all MFD residents, provided that City provides
2644 Contractor with a list of contact information for these residents.

2645 (i) Information on the Customer's requirements to properly separate materials in
2646 appropriate Containers.

2647 (ii) Information on methods for: the prevention of Organic Materials generation, Recycling
2648 Organic Materials on-site, sending Organic Materials to community Composting, and
2649 any other local requirements regarding Organic Materials.

2650 (iii) Information regarding the methane reduction benefits of reducing the landfill Disposal
2651 of Organic Materials, and the methods of Organic Materials recovery contemplated by
2652 the Agreement.

2653 (iv) Information regarding how to recover Organic Materials.

2654 (v) Information related to the public health and safety and environmental impacts
2655 associated with the landfill Disposal of Organic Materials.

2656 (vi) The above information will be provided, at a minimum, through print and/or electronic
2657 media, and may also be provided through workshops, meetings, and/or on-site visits.
2658 All information that SB 1383 requires the City to distribute shall be posted on
2659 Contractor's website.

2660 (vii) Contractor shall provide an educational webpage which includes downloadable copies
2661 of all the materials described in this Section.

2662 20.06.4 City-Specific Website. Contractor shall maintain a City-specific website that fully
2663 explains the Contractor's current services and rates and the Diversion options available, and that allows
2664 Service Recipients to submit service changes, inquiries, complaints, or queries. The website must describe
2665 and promote the use of the available Recyclable Materials and Organic Waste services. Contractor's local
2666 website must provide information specific to the City's programs. Contractor will ensure that information
2667 provided on the website is maintained and up to date. Content will include proper Container set out
2668 instructions, educational materials, newsletters, and program descriptions. Website content shall be in
2669 English with translations into Spanish and/or others to be determined.

2670 20.06.5 Recycling Resources. Contractor shall maintain accurate list of Recyclable
2671 Materials on its website and promote proper Recycling to all Service Recipients. Contractor shall consult,
2672 collaborate, and coordinate its Recycling outreach and educational materials and activities with the City and
2673 incorporate the City's input on the Contractor's Recycling resources and programs.

2674 20.07 Waiver Outreach, Applications, and Evaluation.

2675 20.07.1 Waiver Outreach. Contractor shall notify all of its commercial accounts of the
2676 availability of waivers and how to obtain and file a waiver periodically, or at least every five (5) years.

2677 20.07.2 Waiver Applications and Evaluation. In the event that such a service is no longer
2678 provided by the West Contra Costa Integrated Waste Management Authority, and subject to the terms and
2679 conditions of Section 30.01, Contractor shall be responsible for the distribution, collection, and evaluation of
2680 waiver applications as appropriate, and shall provide the City a recommendation to accept or deny waiver
2681 requests in accordance with SB 1383. Contractor shall develop waiver application forms and shall provide
2682 them to City for City approval prior to use. Contractor shall evaluate requests for exemption or waiver from
2683 the Act's requirements on the basis of physical space or de minimis generation and provide the City periodic
2684 recommendations and supporting documentation to deny or approve waivers, including a site visit and re-
2685 evaluation at least every five years as required by the SB 1383 Regulations.

2686 20.08 News Media Relations. Contractor will work with local media to ensure information is
2687 communicated to community (new programs, events, Recycling information, etc.). Contractor to use options
2688 such as local Newspaper, Radio/TV News outlets, Websites, and Social Media. Contractor will notify the
2689 Agreement Administrator by email or phone of all requests for news media interviews related to the services
2690 covered under this Franchise Agreement within one (1) Workday of Contractor's receipt of the request. When
2691 practicable, before responding to any inquiries involving controversial issues or any issues likely to affect
2692 participation or Customer's perception of services, Contractor will discuss Contractor's proposed response
2693 with the City Agreement Administrator.

2694 20.09 News Media Requests. Contractor will notify the Agreement Administrator by email or
2695 phone of all requests for news media interviews regarding the services provided under this Agreement within
2696 one (1) Workday of Contractor's receipt of the request. When practicable, before responding to any inquiries
2697 involving controversial issues or any issues likely to affect participation or Service Recipient's perception of
2698 services, Contractor will discuss Contractor's proposed response with the Agreement Administrator.

2699 20.09.1 Copies of draft news releases or proposed trade journal articles that use the name
2700 of City or specifically refer to the services provided hereunder must be submitted to the Agreement
2701 Administrator for prior review and approval at least five (5) working days in advance of release, except where
2702 Contractor is required by any Applicable Law to submit materials to any regulatory agency in a shorter period
2703 of time, in which case Contractor must submit such materials to City simultaneously with Contractor's
2704 submittal to such regulatory agency.

2705 20.09.2 Copies of articles resulting from media interviews or news releases that use the
2706 name of City or relate to the services provided hereunder must be provided to the City within five (5) days
2707 after publication.

2708 20.10 Acceptable Materials Labeling. Contractor must affix to each Recyclable Materials and
2709 Organic Waste Collection Container a sticker that is compliant with SB 1383 labeling requirements and
2710 approved by the City. Each sticker shall clearly list Acceptable materials to be placed in the corresponding
2711 Container, and each sticker shall also include a QR code that links to the Recycling education landing page
2712 within the Contractor's City-specific website for the City. Stickers must be replaced annually and include any
2713 updates in the list of Acceptable materials (Exhibit 11).

2714 20.11 Edible Food Recovery Support. In the event that such a service is no longer provided by
2715 the West Contra Costa Integrated Waste Management Authority, and subject to the terms and conditions of
2716 Section 30.01, Contractor shall annually provide City with a list of Tier One and Tier Two Commercial Edible
2717 Food Generators located in the City. Upon request from Contractor, City shall use reasonable efforts without
2718 incurring significant additional costs to cooperate and consider methods for collecting information from
2719 Customers and sharing such information with Contractor in an effort to assist Contractor with identifying the
2720 Tier One and Tier Two commercial Edible Food generators within the City. The services described in this
2721 Section are not effective until such time as the City and Contractor agree to a City-Directed Change per
2722 Section 30.01.

2723 20.12 Programs and Services. Contractor must provide additional educational and outreach
2724 services and programs as requested by City at a price to be mutually agreed upon between the Contractor
2725 and the Agreement Administrator. In the event Contractor and the Agreement Administrator cannot reach a
2726 mutually agreed upon price for the requested service or program, City has the right to procure the service of
2727 other vendors or contractors to provide the requested service.

2728 20.13 Operations Plans. Contractor must adhere to the Transition Plan included as Exhibit 4,
2729 Customer Service Plan included as Exhibit 6, and Collection Service Operations Plan included as Exhibit 7,
2730 the three of which present the specific Collection programs that will be implemented in the City.

2731 20.14 Route Audits/Route Reviews.

2732 20.14.1 General Requirement. At least once annually, beginning in 2025, Contractor or its
2733 approved designee shall conduct a Route Review for each Hauler Route. The number of Containers to
2734 review per Hauler Route shall be calculated on the basis of the number of Garbage accounts provided
2735 service by a specific Hauler Route for one week. For example, "Route A" collects Garbage from 250
2736 accounts, 4 days per week, for a total of 1,000 accounts per week; include a minimum of 25 accounts for
2737 Route Review of "Route A". For each Route Review of a Hauler Route, Contractor shall inspect at least the
2738 following minimum number of Containers but may inspect more if Contractor deems necessary; and shall
2739 inspect all Containers placed for Collection (including Recyclable Materials Containers, Organic Waste
2740 Containers, and Garbage Containers). Each inspection shall involve lifting the Container lid and observing
2741 the contents but shall not require Contractor to disturb the contents or open any bags. Contractor may select
2742 the Containers to be inspected at random, or (if mutually agreed with City) by any other method not prohibited

2743 under the SB 1383 Regulations. For the avoidance of doubt, Contractor shall not be required to annually
2744 inspect every Container on a Hauler Route. Contractor shall include the results of each Route Review in its
2745 next regularly scheduled report to City.

2746

<u>Route Size (# garbage accounts / week)</u>	<u>Minimum Number of Accounts</u>
Fewer than 1,500	25
1,500-3,999	30
4,000-6,999	35
7,000 or more	40

2747 20.14.2 Notice of Contamination. Contamination noticing will follow the procedures
2748 described in Section 5.07.

2749 **Article 21. Emergency Service**

2750 21.01 Revised Services During an Emergency. In the event of a major storm, earthquake, fire,
2751 flood, tornado, other natural or man-made disaster, or other such emergency event (collectively "Emergency
2752 Event), Contractor will continue to provide Solid Waste Collection to the maximum extent practicable, and in
2753 accordance with FEMA's Public Assistance Debris Management Guide (FEMA-325). The Agreement
2754 Administrator may grant the Contractor a variance from regular routes and schedules, which will not be
2755 withheld unreasonably. As soon as practicable after such Emergency Event, Contractor must advise the
2756 Agreement Administrator when it is anticipated that normal routes and schedules can be resumed. The
2757 Agreement Administrator will try through the local news media to inform the public when regular services may
2758 be resumed. The clean-up from some Emergency Events may require that Contractor hire additional
2759 equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris
2760 resulting from the event. If Contractor secures written authorization and approval from City through the
2761 Agreement Administrator, Contractor will receive additional compensation above the normal compensation
2762 contained in this Agreement to cover the costs of rental equipment, additional personnel, overtime hours, and
2763 other documented expenses based on the rates set forth in Exhibit 1. City will be given equal priority and
2764 access to resources as with other franchise jurisdictions held by Contractor or its affiliates.

2765 21.02 Emergency Event Planning. Within sixty (60) days from a request by City, Contractor shall
2766 prepare a draft Emergency Event plan that sets forth procedures for maintaining regular Collection service
2767 and Collection of debris following an Emergency Event and provide a framework for how the City will respond,
2768 clear, remove, and dispose of debris generated during a disaster. The Emergency Event plan shall address
2769 arrangements to provide needed vehicles and personnel, priorities for clean-up at critical facilities, and
2770 procedures for reimbursement for costs; it shall also describe communication plans, list key contact persons,
2771 and provide maps showing proposed sites for stockpiling of disaster debris that cannot be transported to the
2772 landfill. Contractor shall coordinate the plan with City's Public Works Department. The draft plan shall be
2773 presented to the City Manager for consideration and approval. The final plan shall be distributed to those
2774 employees of Contractor and City who would have a role in implementing upon the occurrence of an
2775 Emergency Event.

2776 21.03 Emergency Event Recovery Support. In the event of an Emergency Event, Contractor
2777 agrees to provide recovery support upon request by Agreement Administrator. This may include additional
2778 hauling of debris, special handling such as wrapping waste in plastic (i.e., "burrito wrapping"), temporary
2779 storage of debris where feasible, additional disposal, use of different transfer and disposal facilities, and
2780 documentation of debris type, weight, and Diversion. Contractor should follow protocol laid out in the County's
2781 Operational Area Mass Debris Management Plan (Annex to the Operational Area Emergency Response Plan)
2782 and any subsequent County or City Disaster Debris Plans, as applied to Solid Waste hauling and handling.

2783 **Article 22. Record Keeping and Reporting Requirements**

2784 22.01 Record Keeping. Notwithstanding Article 47 herein:

2785 22.01.1 Accounting Records. Contractor must maintain full, complete, and separate
2786 financial, statistical, and accounting records pertaining to cash, billing, and provisions of all Collection
2787 Services, prepared on an accrual basis in accordance with generally accepted accounting principles. Such
2788 records will be subject to audit, copy, and inspection for the purposes set forth in Section 17.01. Gross
2789 Revenues derived from provision of the Collection Services, whether such services are performed by
2790 Contractor or by a subcontractor or subcontractors, will be recorded as revenues in the accounts of
2791 Contractor. The Contractor shall keep and preserve, during the Term of this Agreement, and for a period of
2792 not less than four (4) years following expiration or other termination hereof, full, complete, and accurate
2793 records, including all cash, billing, and disposal records, as indicated in the Agreement.

2794 22.01.1.1 City reserves the right to request audited, reviewed, or compiled
2795 financial statements prepared by an independent Certified Public Accountant, including any associated
2796 footnotes, or as may be provided by Contractor or its parent company. In the event that Contractor does
2797 not maintain separate financial or accounting records prepared specifically for services provided under this
2798 Agreement, Contractor may use industry standard allocation methods to provide financial information as
2799 applicable to the service provided under this Agreement. Failure of Contractor to provide requested financial
2800 statements to City within fifteen (15) Workdays of a request may result in assessment of Administrative
2801 Charges and Penalties as specified in Exhibit 5.

2802 22.01.2 Agreement Materials Records. Contractor must maintain records of the quantities
2803 of (i) Residential, MFD, and Commercial Solid Waste Collected and Disposed under the terms of this
2804 Agreement, (ii) Recyclable Materials, by type, Collected, purchased, processed, sold, donated, or given for
2805 no compensation under the terms of this Agreement, and (iii) Organic Waste by type, Collected, purchased,
2806 processed, sold, donated, or given for no compensation under the terms of this Agreement. Records must
2807 be provided to City as specified in Article 20, and upon additional request.

2808 22.01.3 Other Records. Contractor must maintain all other records reasonably related to
2809 provision of Collection Services, whether or not specified in this Agreement, and provide them upon City
2810 request. Failure of Contractor to submit requested records to City within fifteen (15) Workdays of a request
2811 may result in assessment of Administrative Charges and Penalties as specified in Exhibit 5.

2812 22.01.4 Failure to Report. The refusal of Contractor to file any of the reports required in the
2813 timelines required, or the inclusion of any materially false or misleading statement or representation made
2814 knowingly by Contractor in such report, shall be deemed a material breach of this Agreement and shall
2815 subject Contractor to all remedies, legal or equitable, which are available to City under this Agreement or
2816 otherwise.

2817 22.01.5 Report Format. All reports to be submitted in a form and format approved by the
2818 City, including electronic data submission.

2819 22.02 Online Waste Reporting System. Contractor shall, at no additional cost to the City, procure
2820 software to use as an Online Waste Reporting System, an online/digital data system that is specifically
2821 designed for recording and documenting activity and data related to Collection Services, including outreach,
2822 customer service, site visits, service levels, weights and volumes by waste stream, field issues for compliance,
2823 and reporting.

2824 22.03 Vehicle GPS and Camera Data. Upon City's request, Contractor shall make available for
2825 City's review, stored vehicle GPS and on-board camera data.

2826 22.04 Quarterly Reporting.

2827 22.04.1 General. Quarterly reports must be submitted no later than 5 p.m. PT on the last
2828 day of the month following the end of Quarter in which the receipts are Collected and must be provided
2829 electronically using software acceptable to the City. If the last day of the month falls on a day that City is
2830 closed or on a Holiday, then the report will be due on the next Business Day. Failure to submit complete
2831 quarterly reporting by the due date may result in assessment of Administrative Charges and Penalties as
2832 specified in Exhibit 5.

2833 22.04.2 City Reports. Quarterly reports to City must include:

2834 22.04.2.1 Franchised Tonnage and Service Data. Contractor must provide
2835 a full-service list, with the following indicated for each Customer: number of contracted Collections for that
2836 Quarter (Collections that were scheduled to take place), and number of actual Collections completed during
2837 that Quarter (Collections that took place, not including non-collections or missed Collections). Contractor
2838 must also report the number of unique SFD and MFD accounts serviced; the number of unique Commercial
2839 and City accounts serviced; tonnage of Garbage, Recyclable Materials, and Organic Waste Collected and
2840 processed for Diversion, broken down by Container type. Quantities should be broken down by SFD, MFD,
2841 Commercial, and City Services.

2842 22.04.2.2 Overweight Vehicle Reporting. The quarterly report must include
2843 a summary total of all instances of overweight Collection Vehicles. This summary must include the number
2844 of overweight vehicle instances expressed as a percentage of the total number of Collection Vehicle loads
2845 transported during the reported Quarter.

2846 22.04.2.3 Non-Collection. The quarterly report must include a list of all Non-
2847 Collection occurrences that took place during that Quarter. It must include the full list of Service Units that

2848 experienced Non-Collection, indicate the date of and reason for each Non-Collection incident, and indicate
2849 whether a Non-Collection Notice was issued, and in what format it was issued.

2850 22.04.2.4 On-hold. The quarterly report must include each Service Unit that
2851 was not billed in the previous Quarter.

2852 22.04.2.5 Collection Overage Charges. The quarterly report must include
2853 each Service Unit incurring a charge for a Solid Waste Overage in the previous Quarter.

2854 22.04.2.6 Contamination Reporting. To the extent required by Applicable
2855 Law, the quarterly report must include a summary of all instances of qualifying contamination under the
2856 procedures in Section 5.08. This summary must include the total number of accounts where contamination
2857 occurred, the total number of Contamination Violation Notices issued by Contractor to Service Recipients,
2858 a list of accounts where such notices occurred, the total number of instances where Collection Container
2859 size or Collection frequency was increased specifically due to contamination, a list of accounts that were
2860 charged contamination fees, and a list of accounts for which the Collection Container size or Collection
2861 frequency was increased specifically due to contamination. Within twenty (20) Workdays of request by City,
2862 Contractor will provide copies of the Contamination Violation Notices and the digital documentation of
2863 contamination.

2864 22.04.2.7 Service Recipient Complaint Log. The quarterly report must
2865 include the Service Recipient complaint log Collected from the previous Quarter. Reporting of complaints
2866 regarding noise must include identification of the truck (by type of truck and truck identification number)
2867 involved in the complaint, if feasible.

2868 22.04.2.8 Reports to City on Customers discovered to be out of compliance
2869 with the SB 1383 Regulations, including a list of the Customers, the type of violation (including not donating
2870 Edible Food, not providing Containers for Customer use, and other compliance violations), actions taken to
2871 educate those Customers, and contact information for those Customers. Such reports shall be provided
2872 quarterly or as required by City.

2873 22.04.2.9 List of Programs Utilized. The quarterly report must include a list
2874 of all the waste Diversion and reduction programs, as well as other Solid Waste Collections programs,
2875 utilized by City residents, with the number of residents per program indicated when known. This report
2876 should also include the number of Kitchen Food Waste Pails distributed to residents within the Quarter.

2877 22.04.2.10 Abandoned Waste Reporting. The quarterly report must include a
2878 list of the times Contractor provided Abandoned Waste Removal Service to the City, including the dates,
2879 the locations of each service, and the amount of material Collected during each incident.

2880 22.05 Annual Reporting.

2881 22.05.1 General. An annual report must be submitted no later than 5 p.m. PT on January
2882 31, 2026, and each January 31st thereafter for the previous Calendar Year. If January 31st falls on a day that
2883 City is closed, then the report will be due on the next Business Day. Annual reports must be submitted

2884 electronically in software acceptable to the City. Failure to submit complete annual reporting by the due date
2885 may result in assessment of Administrative Charges and Penalties as specified in Exhibit 5. Annual reports
2886 to City must include:

2887 22.05.1.1 Financial Statements. Contractor must submit annual financial
2888 statements for the local operation. Statements need not be reviewed or audited statements.

2889 22.05.1.2 Annual Sustainability and Compliance Report. Contractor must
2890 complete and submit data sections within their Sustainability and Compliance Plan to document education
2891 and outreach conducted, public event participation, school visits, compliance notices mailed, site visits,
2892 waste audits completed, information distributed, and media used, and community events hosted. This must
2893 include public education activities undertaken during the year, including distribution of bill inserts, Collection
2894 notification tags, community information and events, tours, and other activities related to the provision of
2895 Collection Services, and must discuss the impact of these activities on Recycling program participation and
2896 include amounts Collected from SFD, MFD, Commercial, and City Service Units. The report should include
2897 a complete list of all non-exempt commercial accounts, which includes each non-exempt account's status
2898 as a "covered generator" under AB 341, AB 1826, and SB 1383; the date and status of Contractor's
2899 outreach efforts at each non-exempt account; and the current level of Recyclable Materials and Organic
2900 Waste program participation at each non-exempt account.

2901 22.05.1.3 Solid Waste Data. The number of SFD, MFD, Commercial, and
2902 City Service Units, and the number of Collection Containers distributed by size and Service Unit type.

2903 22.05.1.4 Waste Characterization Data. A breakdown of Solid Waste
2904 (Garbage, Recyclable Materials, and Organic Waste) by material type as per CalRecycle material
2905 classifications.

2906 22.05.1.5 Recyclable Materials Data. Gross tons Collected daily on average
2907 by material type by route for SFD, MFD, Commercial, and City Recyclable Materials service, with map of
2908 routes. The average participation rates by Quarter relative to the total number of Service Units by Service
2909 Unit type Indicate number of Recyclable Materials Collection Containers distributed by size and Service
2910 Unit type.

2911 22.05.1.6 Organic Waste Data. Include average daily gross tons Collected
2912 by route, separated by Green Waste and Food Waste, with map of routes. Include the total number of
2913 generators that receive each type of Organic Waste Collection Service provided by the Contractor. Indicate
2914 average daily number of setouts by route. Indicate average participation rates relative to the total number
2915 of Service Units in terms of weekly set-out counts. Indicate number of Organic Waste Collection Containers
2916 distributed by size and Service Unit type.

2917 22.05.1.7 Customer Service Log. A copy of the customer service log,
2918 including a summary of the type and number of complaints and their resolution. Include copies of a written
2919 record of all calls related to missed pickups and responses to such calls.

2920 22.05.1.8 Customer Service Information Sheet. A copy of Contractor's most
2921 recent Customer Service Information Sheet (i.e., customer call center "cheat sheet") for the City or the
2922 equivalent information used by customer service representatives.

2923 22.05.1.9 Overweight Vehicle Data. A summary of all instances of
2924 overweight Collection Vehicles. This summary must also include the number of overweight vehicle
2925 instances as a percentage of the total number of Collection Vehicle loads transported during the Calendar
2926 Year.

2927 22.05.1.10 Summary Narrative. A summary narrative of problems
2928 encountered with Collection activities and actions taken. Indicate type and number of Non-Collection
2929 Notices left at Service Recipient locations. Indicate instances of property damage or injury, significant
2930 changes in operation, market factors, publicity conducted, and needs for publicity. Include description of
2931 processed material loads rejected for sale, reason for rejection, and Disposition of load after rejection.

2932 22.05.1.11 Collection Container and Vehicle Inventory. An updated complete
2933 inventory of Collection Containers by type and size, and an updated complete inventory of Collection
2934 Vehicles, including for each vehicle: truck number, route number, date purchased, vehicle type, tare weight,
2935 license plate number, fuel type, vehicle make and model, and vehicle safety records.

2936 22.05.1.12 Diversion Rate. Contractor must provide documentation
2937 acceptable to City stating and supporting the Calendar Year's Franchise Diversion Rate, as calculated in
2938 accordance with the provisions of Article 8. Any tonnages Diverted and Disposed from large venues and
2939 events during the reporting period will be counted towards the calculated Diversion rate.

2940 22.05.1.13 AB 341, AB 1826, and SB 1383 Compliance Data. Contractor
2941 must report the total number of Commercial and MFD Service Units serviced, as well as the number of
2942 Containers, Container sizes, and frequency of Collection for Garbage, Recyclable Materials, and Organic
2943 Waste for each non-exempt Commercial and MFD Service Unit. Contractor must also provide the following
2944 information separately for both AB 341 and AB 1826:

2945 22.05.1.14 The total number of non-exempt Commercial and MFD Service
2946 Units that fall under the AB 341 or AB 1826 thresholds, and the total number of those non-exempt
2947 Commercial and MFD Service Units that are not subscribed to Commercial or MFD Recyclable Materials
2948 Collection Service or Commercial or MFD Organic Waste Collection Service.

2949 22.05.1.15 A summary of the type of follow-up outreach that was provided to
2950 those non-exempt Commercial and MFD Service Units that are not subscribed to Commercial or MFD
2951 Recyclable Materials Collection Service or Commercial or MFD Organic Waste Collection Service.

2952 22.05.1.16 Contractor shall provide proof of training records for Service
2953 Recipient personnel, emergency procedures, Customer Service Courtesy, and how to recognize Illicit
2954 Discharges and stormwater pollution sources.

2955 22.05.1.17 A list of all recommended waivers for that calendar year, including
2956 copies of the waiver request form and other supporting documentation (may be provided electronically or
2957 over a web page), in accordance with Section 20.07.

2958 22.05.1.18 A list of the Tier One and Tier Two generators, in accordance with
2959 Section 20.11. (List may be secured from West Contra Costa Integrated Waste Management Authority if
2960 Contractor is not responsible for regularly maintaining the list.) The services described in this Section are
2961 not effective until such time as the City and Contractor agree to a City-Directed Change per Section 30.01.

2962 22.05.1.19 For Route Reviews and Compliance Reviews:

2963 (i) The date the review was conducted.

2964 (ii) The name and title of each person conducting the review.

2965 (iii) A list of the account names and addresses covered by the review.

2966 (iv) For Route Reviews, a description of each Hauler Route reviewed, and a
2967 general description of the Hauler Route area.

2968 (v) For Route Reviews, the results of such review (i.e., the addresses where any
2969 Prohibited Container Contaminants were found) and any photographs taken.

2970 (vi) For Compliance Reviews, the results of such review (i.e., Contractor's findings
2971 as to whether the Customers reviewed are subscribed for Organic Waste
2972 Collection service, have an applicable waiver, or neither) and any relevant
2973 evidence supporting such findings (e.g., account records).

2974 (vii) Copies of any educational materials issued pursuant to such reviews.

2975 22.05.1.20 Documentation relating to observed Prohibited Container
2976 Contaminants, whether observed during Route Reviews or otherwise:

2977 (i) Copies of the form of each notice issued to Customers for Prohibited Container
2978 Contaminants, as well as, for each such form, a list of the Customers to which
2979 such notice was issued, the date of issuance, the Customer's name and
2980 service address, and the reason for issuance (if the form is used for multiple
2981 reasons).

2982 (ii) The number of times notices were issued to Customers for Prohibited
2983 Container Contaminants.

2984 (iii) The number of Containers where the contents were Disposed due to
2985 observation of Prohibited Container Contaminants.

2986 22.06 Diversion Calculation and Data. By 5:00 p.m. PT on February 14 and annually thereafter
2987 during the Term of this Agreement, Contractor must deliver to City, in the format specified by City, the
2988 Calendar Year's Franchised Diversion Rate, as calculated in accordance with the provisions of Article 8. Any
2989 tonnages Diverted and Disposed from large venues and events during the reporting period will be counted
2990 towards the calculated Diversion rate.

2991 22.07 CalRecycle Reports. Contractor will provide reasonable assistance to City in preparing
2992 annual reports to CalRecycle (the "Electronic Annual Report" or EAR), including but not limited to supplying
2993 required data for preparation of the reports, and completing all required data input.

2994 22.07.1 Contractor shall maintain, in form and format satisfactory to the City, the Online
2995 Waste Reporting System, an Implementation Record meeting the requirements of the SB 1383 Regulations
2996 and CalRecycle. Contractor shall be responsible for requesting information from the City for City-related
2997 activities, such as procurement and outreach and education, for maintenance of the Implementation Record

2998 22.07.2 In the event that CalRecycle requires City to report an Implementation Schedule
2999 and/or Corrective Action Plan to comply with AB 341, AB 1826, SB 1383, SB 1594, and/or other Applicable
3000 Laws, Contractor will provide assistance to City in preparing a report, including Contractor's policies and
3001 procedures related to compliance with AB 341, AB 1826, SB 1383, and/or other Applicable Laws and how
3002 Recyclable Materials or Organic Waste are Collected; a description of the geographic area, routes, list of
3003 addresses served, and a method for tracking contamination; copies of route audits, copies of notice of
3004 contamination; copies of notices, violations, education, and enforcement actions issued; and copies of
3005 educational materials, flyers, brochures, newsletters, website, and social media.

3006 22.08 Additional Reporting. Contractor must furnish City with any additional reports as may
3007 reasonably be required, and such reports are to be prepared within a reasonable time following the reporting
3008 period.

3009 **Article 23. Nondiscrimination**

3010 23.01 Nondiscrimination. In the performance of all work and services under this Agreement,
3011 Contractor may not discriminate against any person based on such person's race, sex, gender, gender
3012 identity, color, national origin, religion, marital status, or sexual orientation. Contractor must comply with all
3013 applicable local, State, and Federal laws and regulations regarding nondiscrimination, including those
3014 prohibiting discrimination in employment.

3015 **Article 24. Service Inquiries and Complaints**

3016 24.01 Contractor's Customer Service. All service inquiries and complaints will be directed to
3017 Contractor. A representative of Contractor must be available to receive the complaints during normal business
3018 hours. Customer Service training shall include Service Recipient courtesy, shall prohibit the use of loud or
3019 profane language, and shall instruct Collection crews to perform the work quietly. Contractor shall use its best
3020 efforts to ensure that all employees present a neat appearance and conduct themselves in a courteous
3021 manner. All service complaints will be handled by Contractor in a prompt and efficient manner. All cases must

3022 be addressed and resolved within three (3) Workdays. In the case of a dispute between Contractor and a
3023 Service Recipient, the matter will be reviewed, and a decision made, by the Agreement Administrator.

3024 24.01.1 Contractor will utilize the Customer Service Log to maintain a record of all inquiries
3025 and complaints in a manner prescribed by City.

3026 24.01.2 For those complaints related to missed Collections, where Containers are properly
3027 set out in a timely manner, that are received by 12:00 p.m. (noon) on a Workday, Contractor will return to
3028 the Service Unit address and Collect the missed materials before leaving the Service Area for the day. For
3029 those complaints related to missed Collections that are received after 12:00 p.m. (noon) on a Workday,
3030 Contractor will have until the end of the following Workday to resolve the complaint. For those complaints
3031 related to repair or replacement of Collection Containers, the appropriate Sections of this Agreement will
3032 apply.

3033 24.01.3 Contractor agrees that it is in the best interest of City that all Garbage, Recyclable
3034 Materials, and Organic Waste be Collected on the scheduled Collection day. Accordingly, missed Collections
3035 will normally be Collected as set forth above regardless of the reason that the Collection was missed.
3036 However, in the event a Service Recipient requests missed Collection service more than two (2) times in
3037 any consecutive two (2) month period, the Agreement Administrator will work with Contractor to determine
3038 an appropriate resolution to that situation. In the event Contractor believes any complaint to be without merit,
3039 Contractor will notify the Agreement Administrator by email. The Agreement Administrator will investigate all
3040 disputed complaints and render a decision.

3041 24.01.4 Contractor's service and emergency telephone numbers must be accessible by a
3042 local (City) phone number or toll-free number. The service telephone number(s) must be listed in the area's
3043 telephone directories under Contractor's name in the White Pages, available through an online search, and
3044 listed on the Contractor's website.

3045 24.02 Contractor shall record and catalog all Customer email addresses alongside Customer
3046 names and mailing addresses, such that Contractor can more easily and quickly send out updates and
3047 announcements as needed. Contractor shall cooperate with City to send out via email any service-related
3048 updates and announcements City may deem necessary.

3049 **Article 25. Quality of Performance of Contractor**

3050 25.01 Intent. Contractor acknowledges and agrees that one of City's primary goals in entering
3051 into this Agreement is to ensure that the Solid Waste Collection is of the highest caliber, that Service Recipient
3052 satisfaction remains at the highest level, that maximum Diversion levels are achieved, and that materials
3053 Collected are put to the highest and best use to the maximum extent possible.

3054 25.02 Administrative Charges and Penalties. Quality of performance by the Contractor is of
3055 primary importance. In acknowledgement of this, and subject to the provision of Section 25.02 and Exhibit 5,
3056 Contractor agrees to pay City Administrative Charges and Penalties as detailed in Exhibit 5 should Contractor
3057 fail to meet its responsibilities under this Agreement. Should Contractor be in breach of the requirements set

3058 forth in this Agreement, it is mutually understood and agreed that the public will necessarily suffer damages
3059 and that such damages, from the nature of the default in performance, will be extremely difficult and
3060 impractical to fix. City finds, and the Contractor agrees, that as of the time of the execution of this Agreement,
3061 it is impractical, if not impossible, to reasonably ascertain the extent of damages which will be incurred by
3062 City as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the
3063 impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage
3064 results to members of the public who are denied services or denied quality or reliable service; (ii) such
3065 breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of this Agreement to
3066 individual members of the general public for whose benefit this Agreement exists, in subjective ways and in
3067 varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) services
3068 might be available at substantially lower costs than alternative services, and the monetary loss resulting from
3069 denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms;
3070 and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of
3071 future correction and not remedies which make the public whole for past breaches.

3072 25.03 Contractor's Right to Cure. Administrative Charges and Penalties will only be assessed
3073 after Contractor has been given the opportunity but failed to rectify, in a timely manner, the breach or
3074 deficiency in performance as described in this Agreement. Furthermore, prior to assessing Administrative
3075 Charges and Penalties, City shall give Contractor notice of its intention to do so in accordance with Section
3076 25.04 below. The notice shall include a brief description of the incident(s)/non-performance. Contractor may
3077 review (and make copies at its own expense) all information in the possession of the City relating to the
3078 incident(s)/non-performance. Contractor may, within ten (10) days after receiving the notice, request a
3079 meeting with City. Contractor may present evidence in writing and through testimony of its employees and
3080 others relevant to the incident(s)/non-performance. City shall provide Contractor with a written explanation of
3081 the City's determination on each incident(s)/non-performance prior to authorizing the assessment of
3082 Administrative Charges and Penalties.

3083 25.04 Procedure for Review of Administrative Charges. The Agreement Administrator may
3084 assess Administrative Charges and Penalties as specified in Exhibit 5 pursuant to this Agreement quarterly.
3085 At the end of each Quarter during the Term of this Agreement, the Agreement Administrator will issue a
3086 written notice to Contractor ("Notice of Assessment") of the Administrative Charges and Penalties assessed
3087 and the basis for each assessment.

3088 25.04.1 The assessment will become final unless, within ten (10) calendar days of the date
3089 of the notice of assessment, Contractor provides a written request for a meeting with the City Manager to
3090 present evidence that the assessment should not be made.

3091 25.04.2 The Agreement Administrator will schedule a meeting between Contractor and the
3092 City Manager as soon as reasonably possible after timely receipt of Contractor's request.

3093 25.04.3 The City Manager will review Contractor's evidence and render a decision
3094 sustaining or reversing the Administrative Charges and Penalties as soon as reasonably possible after the
3095 meeting. Written notice of the decision will be provided to Contractor.

3096 25.04.4 In the event Contractor does not submit a written request for a meeting within ten
3097 (10) calendar days of the date of the Notice of Assessment, the Agreement Administrator's determination
3098 will be final.

3099 25.04.5 City's assessment or collection of Administrative Charges and Penalties will not
3100 prevent City from exercising any other right or remedy, including the right to terminate this Agreement, for
3101 Contractor's failure to perform the work and services in the manner set forth in this Agreement.

3102 25.05 Uncontrollable Circumstances.

3103 25.05.1 If either party is prevented from or delayed in performing its duties under this
3104 Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation,
3105 acts of terrorism, landslides, lightning, forest fires, storms, floods, severe weather, freezing, earthquakes,
3106 other natural or man-made disasters, the threat of such natural or man-made disasters, pandemics (or threat
3107 of same), quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes,
3108 lockouts or other labor disturbances, acts of government or governmental restraint, or other causes, whether
3109 of the kind enumerated or otherwise, that are not reasonably within the control of the affected party, then the
3110 affected party will be excused from performance hereunder during the period of such disability.

3111 25.05.2 The party claiming excuse from performance must promptly notify the other party
3112 when it learns of the existence of such cause, including the facts constituting such cause, and when such
3113 cause has terminated.

3114 25.05.3 The interruption or discontinuance of services by a party caused by circumstances
3115 outside of its control will not constitute a default under this Agreement.

3116 **Article 26. Performance Bond**

3117 26.01 Performance Bond. Within ten (10) Business Days from the date the City Council approves
3118 this Agreement, Contractor must furnish to City, and keep current, a performance bond, or irrevocable letter
3119 of credit (hereinafter collectively "Performance Bond"), issued or drawn upon a surety, bank, or financial
3120 institution reasonably acceptable to City and in a form acceptable to the City Attorney, for the faithful
3121 performance of this Agreement and all obligations arising hereunder in an amount as follows:

3122 26.01.1 From July 1, 2025, and so long as this Agreement or any extension thereof remains
3123 in force, Contractor must maintain a performance bond in the amount of two million five hundred thousand
3124 dollars (\$2,500,000).

3125 26.01.1.1 The performance bond must be executed by a surety company
3126 licensed to do business in the State of California; having an "A-" or better rating by A. M. Best or Standard
3127 and Poor's; and included on the list of surety companies approved by the Treasurer of the United States.

3128 26.01.1.2 In the event City draws on the bond, all of City's costs of collection
3129 and enforcement of the Bond, including reasonable attorney's fees and costs, must be paid by Contractor.

3130 26.01.1.3 The Performance Bond must be renewed annually for the entire
3131 Term of the Agreement, and evidence must be provided to City annually, up to the penal sum of the bond.

3132 26.01.1.4 In the event Contractor shall for any reason (except as otherwise
3133 provided in this Agreement) become unable, or fail in any way, to perform as required by this Agreement,
3134 City may declare a portion or all of the Performance Bond, as may be necessary to recompense and make
3135 whole the City, forfeited to the City, up to the penal sum of the bond.

3136 **Article 27. Insurance**

3137 27.01 Before beginning any services under this Agreement, Contractor, at its own cost and
3138 expense, shall procure the types and amounts of insurance specified herein and maintain that insurance
3139 throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid
3140 or proposal. Contractor shall be fully responsible for the acts and omissions of its subcontractors or other
3141 agents.

3142 27.01.1 Workers' Compensation. Contractor shall, at its sole cost and expense, maintain
3143 Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons
3144 employed directly or indirectly by Contractor in the amount required by applicable law. The requirement to
3145 maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City
3146 upon written verification that Contractor is a sole proprietor and does not have any employees and will not
3147 have any employees during the term of this Agreement.

3148 27.01.2 Commercial General Liability and Automobile Liability Insurance.

3149 27.01.2.1 General requirements. Contractor, at its own cost and expense,
3150 shall maintain commercial general liability and automobile liability insurance for the term of this Agreement
3151 in an amount not less than \$5,000,000 per occurrence and \$10,000,000 aggregate, combined single limit
3152 coverage for risks associated with the work contemplated by this Agreement.

3153 27.01.2.2 Minimum scope of coverage. Commercial general liability
3154 coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence
3155 form CG 0001 0413 covering comprehensive General Liability on an "occurrence" basis. Automobile
3156 coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 1120
3157 covering any auto (Symbol 1). No endorsement shall be attached limiting the coverage.

3158 27.01.2.3 Additional requirements. Each of the following shall be included in
3159 the insurance coverage or added as a blanket-form endorsement to the policy, if applicable:

3160 a) The Commercial General Liability and Automobile Liability Insurance shall cover
3161 on an occurrence basis.

3162 b) City, its officers, officials, employees, agents, and volunteers shall be included as
3163 additional insureds for commercial general liability and automobile liability arising
3164 out of work or operations on behalf of the Contractor, via blanket-form

3165 endorsement. Additional Insured Coverage can be provided in the form of an
3166 endorsement to the Contractor's Commercial General Liability Insurance at least
3167 as broad as Blanket-Form Additional Insured Endorsements CG 20 10 04 13 and
3168 CG 20 37 04 13.

3169 c) For any claims related to this Agreement or the work hereunder, the Contractor's
3170 insurance covered shall be primary insurance, via blanket-form endorsement as
3171 respects the City, its officers, officials, employees, agents, and volunteers. Any
3172 insurance or self-insurance maintained by the City, its officers, officials,
3173 employees, agents or volunteers shall be excess of the Contractor's insurance
3174 and non-contributing.

3175 d) The policy shall include a "separation of Insureds" or "severability" clause which
3176 treats each insured separately.

3177 e) Contractor agrees to give at least 30 days prior written notice to City before
3178 coverage is canceled or materially modified.

3179 27.01.3 All Policies Requirements.

3180 27.01.3.1 Submittal Requirements. Contractor shall submit the following to
3181 City prior to beginning services:

3182 a) An ACORD 25 Certificate of Liability Insurance in the amounts specified in this
3183 Agreement, supplemented with the Blanket-Form Additional Insured
3184 Endorsements for the Commercial General Liability and Automobile Liability
3185 policies.

3186 27.01.3.2 Acceptability of Insurers. All insurance required by this Agreement
3187 is to be placed with insurers with a Bests' rating of no less than A:VII.

3188 27.01.3.3 Waiver of Subrogation. Contractor hereby agrees to waive
3189 subrogation which any insurer or contractor may require from Contractor by virtue of the payment of any
3190 loss. The ACCORD 25 Certificate of Insurance will be supplemented with the blanket-form waiver of
3191 subrogation endorsements that may be necessary to effect this waiver of subrogation, but this provision
3192 applies regardless of whether or not the City has received a Certificate of Insurance supplemented with the
3193 waiver of subrogation blanket-form endorsements from the insurer(s)' authorized representative.

3194 The Workers' Compensation policy shall be endorsed with a waiver of subrogation, via blanket-form
3195 endorsement, in favor of the City for all work performed by the Contractor, its employees, agents, and
3196 subcontractors

3197 27.01.3.4 Subcontractors. Contractor shall include all subcontractors as
3198 additional insureds under its policies or shall furnish separate certificates and applicable endorsements for
3199 each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated

herein, and Contractor shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages, except Workers' Compensation/Employer's Liability.

27.01.3.5 Excess Insurance. If Contractor maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Contractor.

27.01.3.6 Primary Coverage. For any claims related to this contract, the Vendor's insurance coverage shall be primary and non-contributory, via blanket-form endorsement.

27.01.4 Remedies. In addition to any other remedies City may have if Contractor fails to provide evidence of the required insurance policies via an ACCORD 25 Certificate of Insurance supplemented with the applicable blanket-form endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Contractor to stop work under this Agreement and withhold any payment that becomes due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Article 28. Hold Harmless and Indemnification

28.01 General Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. This Section 28.01 shall survive any expiration or termination of this Agreement.

28.02 Defense and Indemnity for Contractor's Liabilities and Damages. Contractor shall indemnify, defend with counsel approved by the City, and hold City, its elected and appointed officials, officers, agents, employees, and volunteers (collectively "City Indemnitees") harmless from and against any

3238 and all of Contractor's liabilities, including but not limited to all claims, demands, lawsuits, judgments,
3239 damages, losses, injuries, expenses, and/or costs (including without limitation reasonable legal counsel fees,
3240 expert fees, and all other costs and fees of litigation) of every nature arising out of, brought, or claimed against
3241 Contractor by, or otherwise owed by Contractor to, Contractor's employees, Contractor's contractors or
3242 subcontractors, or the owners of Contractor's firm.

3243 28.03 Defense and Indemnity of Third-Party Claims/Liability. Contractor shall indemnify, defend
3244 with legal counsel approved by City, and hold harmless City Indemnitees from and against any and all
3245 liabilities, including but not limited to all claims, demands, lawsuits, judgments, damages, losses, injuries,
3246 expenses, and/or costs (including without limitation reasonable legal counsel fees, expert fees, and all other
3247 costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligent
3248 performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement,
3249 except to the extent such loss or damage is caused by the active negligence or willful misconduct of City.
3250 Should conflict of interest principles preclude a single legal counsel from representing both City and
3251 Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall
3252 reimburse City its costs of defense, including without limitation reasonable legal counsel fees, expert fees,
3253 and all other costs and fees of litigation. The Contractor shall, after the exhaustion of all appeals and entry of
3254 a final judgment, promptly pay City any final judgment rendered against City (and its officers, officials,
3255 employees, and volunteers) with respect to any liabilities or claims covered by this Section. It is expressly
3256 understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted
3257 by the law of the State of California and will survive termination of this Agreement.

3258 28.03.1 Contractor shall not be required to indemnify and hold harmless City for liability
3259 attributable to the active negligence or willful misconduct of City, provided such active negligence or willful
3260 misconduct is determined by agreement between the parties or by findings of a court of competent
3261 jurisdiction. In instances where City is shown to have been actively negligent and where City's active
3262 negligence accounts for only a percentage of the liability involved, the obligation of the Contractor will be for
3263 that entire portion or percentage of liability not attributable to the active negligence of City based on principles
3264 of comparative fault.

3265 28.04 Nonwaiver. City does not waive, nor shall be deemed to have waived, any indemnity,
3266 defense or hold harmless rights under this Section because of the acceptance by City, or the deposit with
3267 City, of any insurance certificates or policies described in Article 27.

3268 28.05 Diversion Indemnification. Subject to the requirements of Public Resources Code Section
3269 40059.1, which will control in the event of any conflict with the provisions of this Section, Contractor agrees
3270 to protect and defend City Indemnitees with counsel selected by Contractor and approved by City, to pay all
3271 attorneys' fees, and to indemnify, defend, and hold City Indemnitees harmless from and against all fines or
3272 penalties imposed by CalRecycle if the Diversion goals specified in California Public Resources Code Section
3273 41780, as it may be amended, are not met by City with respect to the Materials Collected by Contractor and
3274 if the lack in meeting such goals is attributable to the failure of Contractor to implement and operate the
3275 Recycling or Diversion programs or undertake the related activities required by this Agreement as determined
3276 by CalRecycle. In the event CalRecycle provides an administrative process to challenge the imposition of a
3277 compliance order or a fine or fines, Contractor and City will each be responsible for engaging any consultants

3278 or attorneys necessary to represent City in any challenge or administrative hearing process. Contractor will
3279 be responsible for the retention of and payment to any consultants engaged to perform waste generation
3280 studies (Diversion and Disposal). All consultants and attorneys engaged hereunder are subject to the
3281 agreement of City and Contractor.

3282 28.06 Hazardous Substances Indemnification. Contractor agrees to indemnify, defend (with
3283 counsel reasonably approved by City), protect, and hold harmless the City Indemnitees from and against any
3284 and all claims of any kind whatsoever paid, suffered, or incurred by or against the City Indemnitees resulting
3285 from any repair, clean-up, removal action, or response action undertaken pursuant to CERCLA, the Health &
3286 Safety Code, or other similar Federal, State, or local law or regulation, with respect to Solid Waste or
3287 Household Hazardous Waste Collected and Disposed of by Contractor. The foregoing indemnity is intended
3288 to operate as an agreement pursuant to Section 10(e) of CERCLA and Section 25364 of the Health & Safety
3289 Code to defend, protect, hold harmless, and indemnify the City Indemnitees from all forms of liability under
3290 CERCLA, the Health & Safety Code, or other similar Federal, State, or local law or regulation.

3291 28.07 Proposition 218 Release. City intends to comply with all Applicable Law concerning the
3292 Maximum Service Rates provided under this Agreement. Upon thorough analysis, the parties have made a
3293 good faith determination that the Maximum Service Rates for the Solid Waste Collection provided under this
3294 Agreement are not subject to California Constitution Articles XIIC and XIID because, among other reasons,
3295 such services are provided by a private corporation and not by City, Contractor independently establishes the
3296 rates for services within the limits established in this Agreement, the receipt of services is voluntary and not
3297 required of any property within City, and any owner or Service Recipient of property within City has the
3298 opportunity to avoid the services available under this Agreement either through Self-Hauling or use of property
3299 in such a manner that Solid Waste is not generated. Accordingly, in the event that a third party challenges
3300 the Maximum Service Rates as being in violation of Article XIIC or XIID of the California Constitution, or
3301 otherwise asserts that the Maximum Service Rates are an invalid tax, assessment, or fee, then Contractor
3302 agrees, subject to the provisions of the Public Resources Code Section 40059.2 and if allowed by law, to
3303 waive, release, and hold harmless the City Indemnitees from and against any and all claims Contractor may
3304 have against the City Indemnitees resulting therefrom, and to indemnify and defend City indemnitees, with
3305 legal counsel reasonably acceptable to City, from any third-party claim, suit, or other action, whether
3306 administrative, legal, or equitable, challenging the Maximum Service Rates authorized under this Agreement
3307 or as being in violation of Article XIIC or XIID of the California Constitution, or otherwise asserting that the
3308 Maximum Service Rate are an invalid tax, assessment, or fee. The foregoing notwithstanding, Contractor
3309 shall have no obligation to pay or refund monies paid to the City as and for franchise fees or other
3310 administrative fees established by this Agreement if such franchise fees or other administrative fees are
3311 determined by a Court to be invalid, in violation of State or Federal law, or an unauthorized tax or government
3312 fee. This Section will survive the expiration or termination of this Agreement for claims arising prior to the
3313 expiration or termination of this Agreement.

3314 28.08 Employment & Labor Practices. Contractor shall indemnify, defend, and hold harmless City
3315 Indemnitees, from any and all liability, damages, claims, costs, and expenses of any nature to the extent
3316 arising from Contractor's personnel and labor practices, including failure to pay and comply with State or
3317 Federal prevailing wage laws should such be applicable to Contractor's personnel or labor practices or to one

3318 or more of the services it provides pursuant to the Agreement. All duties of Contractor under this paragraph
3319 shall survive termination of this Agreement.

3320 28.09 Consideration. It is specifically understood and agreed that the consideration inuring to
3321 Contractor for the execution of this Agreement consists of the promises, payments, covenants, rights, and
3322 responsibilities contained in this Agreement.

3323 28.10 Obligation. This Agreement obligates Contractor to comply with the foregoing
3324 indemnification and release provisions; however, the collateral obligation of providing insurance must also be
3325 complied with as set forth in this Agreement. The provision of insurance and the coverage limits therein shall
3326 not in any way be a limitation on Contractor's indemnification and defense obligations.

3327 28.11 Subcontractors. Contractor must require all subcontractors performing work in the City to
3328 enter into a contract containing the provisions set forth in Article 27, in which contract the subcontractor fully
3329 indemnifies City in accordance with this Agreement.

3330 28.12 Exception. Notwithstanding other provisions of this Agreement, Contractor's obligation to
3331 indemnify, hold harmless, and defend City, its officers, and its employees will not extend to any loss, liability,
3332 penalty, damage, action, or suit arising or resulting solely from acts constituting active negligence, willful
3333 misconduct, or violation of law on the part of City, its officers, or its employees.

3334 28.13 Damage by Contractor. If Contractor's employees or subcontractors cause any injury,
3335 damage, or loss to City property, including but not limited to City streets or curbs, excluding normal wear and
3336 tear, Contractor must reimburse City for City's cost of repairing or replacing such injury, damage, or loss.
3337 Such reimbursement is not in derogation of any right of City to be indemnified by Contractor for any such
3338 injury, damage, or loss. With the prior written approval of City, Contractor may repair the damage at
3339 Contractor's sole cost and expense. Any injury, damage, or loss to private property caused by the negligent
3340 or willful acts or omissions of Contractor to private property must be repaired or replaced by Contractor at
3341 Contractor's sole expense. Disputes between Contractor and its Service Recipients or private property
3342 owners as to damage to private property are civil matters, and complaints of damage will be referred to
3343 Contractor as a matter within its sole responsibility and as a matter within the scope of this Article.

3344 **Article 29. Default of Agreement**

3345 29.01 Termination. City may cancel this Agreement, except as otherwise provided below in this
3346 Section, by giving Contractor thirty (30) calendar days advance written notice, to be served as provided in
3347 this Agreement, upon the happening of any one of the following events:

3348 29.01.1 Contractor takes the benefit of any present or future insolvency statute; makes a
3349 general assignment for the benefit of creditors; files a voluntary petition in bankruptcy (court); files a petition
3350 or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the
3351 Federal bankruptcy laws or under any other law or statute of the United States or any State thereof; or
3352 consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

3353 29.01.2 By order or decree of a court, Contractor is adjudged bankrupt or an order is made
3354 approving a petition filed by any of its creditors or by any of the stockholders of Contractor, seeking its
3355 reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law
3356 or statute of the United States or of any State thereof, provided that if any such judgment or order is stayed
3357 or vacated within sixty (60) calendar days after the entry thereof, any notice of default will be and become
3358 null, void, and of no effect, unless such stayed judgment or order is reinstated, in which case such default
3359 will be deemed immediate; or

3360 29.01.3 By, pursuant to, or under the authority of any legislative act, resolution, or rule or
3361 any order or decree of any court or governmental board, agency, or officer having jurisdiction, a receiver,
3362 trustee, or liquidator takes possession or control of all or substantially all of the property of Contractor, and
3363 such possession or control continues in effect for a period of sixty (60) calendar days; or

3364 29.01.4 Contractor has defaulted, by failing or refusing to pay in a timely manner the
3365 Administrative Charges and Penalties or other monies due City under this Agreement, and such default is
3366 not cured within thirty (30) calendar days of receipt of written notice by City to do so, unless Contractor has
3367 filed for judicial or administrative relief from such Administrative Charges or Penalties; or

3368 29.01.5 Contractor has defaulted by allowing any final judgment in an action to which
3369 Contractor is a party for the payment of money owed to City to stand against it unsatisfied and such default
3370 is not cured within thirty (30) calendar days of receipt of written notice by City to do so; or

3371 29.01.6 In the event that the monies due City is the subject of a judicial proceeding,
3372 Contractor will not be in default if the sum of money is bonded. All bonds must be in the form acceptable to
3373 the City Attorney; or

3374 29.01.7 Contractor has defaulted, by failing or refusing to perform or observe any of the
3375 terms, conditions, or covenants in this Agreement, including, but not limited to, the maintenance of a
3376 performance bond in accordance with Article 26, or any of the rules and regulations promulgated by City
3377 pursuant thereto, or has wrongfully failed or refused to comply with the instructions of the Agreement
3378 Administrator relative thereto, and such default is not cured within thirty (30) calendar days of receipt of
3379 written notice by City to do so, or if by reason of the nature of such default, the same cannot be remedied
3380 within thirty (30) calendar days following receipt by Contractor of written demand from City to do so,
3381 Contractor fails to commence the remedy of such default within such thirty (30) calendar days following such
3382 written notice or having so commenced fails thereafter to continue with diligence the curing thereof (with
3383 Contractor having the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30)
3384 calendar days, and (b) that it is proceeding with diligence to cure such default, and such default will be cured
3385 within a reasonable period of time).

3386 29.02 Effective Date. In the event of any of the events specified above, and except as otherwise
3387 provided in such subsections, or as provided in the event of any judicial order binding upon City, termination
3388 will be effective upon the date specified in City's written notice to Contractor, and upon such date this
3389 Agreement will be deemed immediately terminated and upon such termination, except for payment of services
3390 rendered up to and including the date of termination, all liability of City under this Agreement to Contractor

3391 will cease, and City will have the right to call the performance bond and will be free to negotiate with other
3392 contractors for the operation of interim and long-term Collection Services. Contractor must reimburse City for
3393 all direct and indirect costs of providing any interim Solid Waste Collection as a result of Contractor's default
3394 in this Agreement.

3395 29.03 Termination Cumulative. City's right to terminate this Agreement is cumulative to any other
3396 rights and remedies provided by law or by this Agreement.

3397 29.04 Survival of Certain Contractor Obligations. Notwithstanding the termination of this
3398 Agreement by Contractor or City, Contractor's obligation to indemnify, defend, and hold City and City
3399 Indemnitees harmless as provided in this Agreement shall survive any termination of this Agreement.

3400 **Article 30. Modifications to the Agreement**

3401 30.01 City-Directed Change. City has the power to make changes in this Agreement to impose
3402 new rules and regulations on Contractor under this Agreement relative to the scope and methods of providing
3403 Collection Services, as may from time-to-time be necessary and desirable for the public welfare. The size of
3404 Collection Containers specified herein for Bundled Service are designed to meet the requirements of
3405 Applicable Law, inclusive of the State's Recycling mandates, including AB 341, AB 1826, and SB 1383, and
3406 to be appropriate for the capabilities and capacities of available Materials Recovery Facilities and Organic
3407 Waste Processing Facilities at the start of this Agreement. City will give the Contractor notice of any proposed
3408 change, and the parties agree to meet and confer in good faith concerning those matters, and City agrees to
3409 adjust Maximum Service Rates to reasonably reflect additional costs borne by Contractor. When such
3410 modifications are made to this Agreement, City and Contractor will negotiate in good faith a reasonable and
3411 appropriate compensation adjustment for any increase or decrease in the services or other obligations
3412 required of Contractor due to any modification in the Agreement under this Article. City and Contractor will
3413 not unreasonably withhold agreement to such compensation adjustment. Should agreement between City
3414 and Contractor on compensation adjustment not be reached within six (6) months of the change request, or
3415 other period as agreed upon by both parties, City and Contractor agree to submit the compensation
3416 adjustment to binding arbitration as described in Section 30.03.

3417 30.02 Adjustments Due to Change in Law. In addition to and separate from the adjustments set
3418 forth in Section 6.03, Contractor may be entitled to an adjustment of the Maximum Service Rates as a result
3419 of a Change in Law, as set forth in Section 30.02.1.

3420 30.02.1 Change in Law Affecting Contractor's Agreement Obligations. For a Change in Law
3421 that has a material effect on Contractor's performance of services required pursuant to this Agreement,
3422 Contractor will be entitled to an equitable adjustment of the Service Rates as a result of the Change in Law.
3423 Upon Contractor providing written notice to City that a Change in Law has materially affected Contractor's
3424 performance of services, City and Contractor will meet and confer to determine the impacts of the Change
3425 in Law on Contractor's performance of services and costs associated with performance of the services, to
3426 determine the amount of adjustment to be made to the Maximum Service Rates.

3427 30.03 Arbitration. Arbitration shall be conducted by a single arbitrator. If, within twenty (20) days
3428 from the receipt of a request to arbitrate (or such longer period mutually agreed to by the parties), the parties
3429 are unable to agree on an arbitrator, then a single arbitrator shall be appointed pursuant to the Commercial
3430 Arbitration Rules of the American Arbitration Association, which shall govern any arbitration requested under
3431 this provision. Each party shall bear its own costs and expenses of any arbitration. Each party shall pay one-
3432 half of the costs of the arbitrator.

3433 **Article 31. Legal Representation**

3434 31.01 Acknowledgement. It is acknowledged that each party was, or had the opportunity to be,
3435 represented by counsel in the preparation of, and contributed equally to the terms and conditions of, this
3436 Agreement, and, accordingly, the rule that a contract will be interpreted strictly against the party preparing
3437 the same will not apply, due to the joint contributions of both parties.

3438 **Article 32.** Conflict of Interest

3439 32.01 Financial Interest. Contractor is unaware of any City employee or official that has a financial
3440 interest in Contractor's business. During the Term of this Agreement and/or as a result of being awarded this
3441 Agreement, Contractor shall not offer, encourage, or accept any financial interest in Contractor's business by
3442 any City employee or official.

3443 **Article 33. Contractor's Personnel**

3444 33.01 Personnel Requirements. Contractor shall assign only qualified personnel to perform all
3445 services required under this Agreement and shall be responsible for ensuring its employees comply with this
3446 Agreement and all Applicable Laws related to their employment and position. Contractor's employees,
3447 officers, agents, and subcontractors shall not identify themselves or in any way represent themselves as
3448 being employees or officials of City. City may request the transfer of any employee of Contractor who
3449 materially violates any provision of this Agreement, or who is wanton, negligent, or discourteous in the
3450 performance of their duties under this Agreement.

3451 33.02 Agreement Manager. Contractor shall designate a qualified employee to serve as its
3452 Agreement Manager and must provide the name of that person in writing to City within thirty (30) days prior
3453 to the Commencement Date of this Agreement, and annually by January 1st of each subsequent Calendar
3454 Year of this Agreement, and any other time the person in that position changes. The Agreement Manager
3455 must be available to the City through the use of telecommunications equipment at all times that Contractor is
3456 providing Solid Waste Collection in the Service Area. The Contract Manager must provide City with an
3457 emergency phone number where the Contract Manager can be reached outside of normal business hours.

3458 33.03 Service Supervisor. Contractor shall assign a qualified employee to serve as its Service
3459 Supervisor, to be in charge of the Collection Service within the Service Area and must provide the name of
3460 that person in writing to the Agreement Administrator on or before the Commencement Date, and thereafter
3461 annually before January 1st of each subsequent Calendar Year of the Term, and any other time Contractor
3462 changes the employee serving in that position changes. The Service Supervisor must be physically located

3463 in the Service Area and available to the Agreement Administrator through the use of telecommunication
3464 equipment at all times that Contractor is providing Solid Waste Collection. In the event the Service Supervisor
3465 is unavailable due to illness or vacation, Contractor must designate a substitute acceptable to the City who
3466 shall be available and shall have the authority to act in the same capacity as the Service Supervisor.

3467 33.04 Key Operations Staff. Contractor shall identify a full-time Key Operations Staff, consisting
3468 at a minimum of: one (1) Operations Manager; one (1) Route Supervisor; one (1) Lead Mechanical
3469 Supervisor; and one (1) Service Recipient Service Supervisor 100% dedicated to the City. Each Key
3470 Operations Staff will provide the following to City Staff: email address, phone number, cell phone number,
3471 and office address.

3472 33.05 Sustainability/Compliance Staff. In accordance with Section 20.01, Contractor shall provide
3473 full-time Sustainability/Compliance Staff, whose primary duties are dedicated to the City. The services
3474 described in this Section are not effective until such time as the City and Contractor agree to a City-Directed
3475 Change per Section 30.01.

3476 33.06 Field Personnel. Contractor's field operations personnel are required to wear a clean
3477 uniform shirt bearing Contractor's name. Contractor's employees who normally come into direct contact with
3478 the public, including drivers, must bear some means of individual photographic identification, such as a name
3479 tag or identification card. Each driver of a Collection vehicle must at all times carry a valid California driver's
3480 license and all other required licenses for the type of vehicle that is being operated.

3481 33.07 Labor Certifications. Contractor certifies: (i) it is aware of the provisions of Section 3700 of
3482 the California Labor Code that require every employer to be insured against liability for Workers'
3483 Compensation or to undertake self-insurance in accordance with the provisions of that Code; (ii) in the
3484 performance of the Services, Contractor shall not, in any manner, employ any person or contract with any
3485 person such that any part of this Agreement is performed by such a person as would be subject to the workers'
3486 compensation laws of the State of California unless and until Contractor gives City a certificate of consent to
3487 self-insure or a certificate of Workers' Compensation Insurance Coverage; and (iii) in the event Contractor
3488 hires any subcontractor who has employees to perform any part thereof, then Contractor shall either require
3489 the subcontractor to obtain Workers' Compensation Insurance Coverage, or must obtain Workers'
3490 Compensation Insurance Coverage for the subcontractor's employees. Before commencing performance
3491 under this Agreement, Contractor shall provide to the City evidence of any Workers' Compensation Insurance
3492 Coverage required by or for this Agreement, and all such coverage shall be endorsed with a waiver of
3493 subrogation in favor of City for all work performed by Contractor, its employees, its agents, and its
3494 subcontractors.

3495 33.08 Subcontractors. Contractor shall not subcontract any portion of this Agreement without the
3496 prior written approval of the City Manager. Contractor is fully responsible to City for the performance of any
3497 and all subcontractors, if any, and shall require any subcontractors to maintain all applicable Federal, state,
3498 and local licenses required for the work they are assigned to perform. Contractor shall require any
3499 subcontractors performing work in the City to enter into a written contract that requires such subcontractors
3500 to agree they are independent contractors and have no other agency relationship with City.

Article 34. Exempt Waste

34.01 Contractor is not required to Collect or Dispose of Exempt Waste but may offer such services. All such Collection and Disposal of Exempt Waste is not regulated under this Agreement, but if provided by Contractor must be in strict compliance with all Applicable Laws.

Article 35. Independent Contractor

35.01 In the performance of services pursuant to this Agreement, Contractor is an independent contractor and not an officer, agent, servant, or employee of City. Contractor will have exclusive control of the details of the services and work performed, and over all persons performing such services and work. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Neither Contractor nor its officers, employees, agents, contractors, or subcontractors will obtain any right to retirement benefits, Workers Compensation benefits, or any other benefits which accrued to City employees, and Contractor expressly waives any claim to such benefits.

35.02 Subcontractors. Contractor will require all subcontractors performing work in the City to enter into a contract containing the provisions set forth in the preceding subsection, in which contract the subcontractor agrees that Contractor and subcontractor are independent contractors and have no other agency relationship with City.

Article 36. Laws to Govern

36.01 The laws of the State of California govern the rights, obligations, duties, and liabilities of City and Contractor under this Agreement, and governs the interpretation of this Agreement.

Article 37. Consent to Jurisdiction

37.01 The parties agree that any litigation between City and Contractor concerning or arising out of this Contract must be filed and maintained exclusively in the Superior Courts of Contra Costa County, State of California, or in the United States District Court for the Northern District of California to the fullest extent permissible by law. Each party consents to service of process in any manner authorized by California law.

Article 38. Assignment

38.01 No assignment of this Agreement or any right occurring under this Agreement may be made in whole or in part by Contractor without the express prior written consent of the City. City may not unreasonably withhold consent to any such proposed transfer or assignment. Any assignment of this Agreement made by Contractor without the express written consent of the City will be null and void and will be grounds for City to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to Contractor, and upon the date of such notice this Agreement will be deemed immediately terminated, and upon such termination all liability of City under this Agreement to Contractor will cease, and City will have the right to call the performance bond and will be free to negotiate with other contractors for the services that are the subject of this Agreement. In the event of any assignment approved by City, the assignee

3535 must fully assume all the liabilities of Contractor by way of an assignment and assumption agreement. The
3536 sale, assignment, transfer, or other disposition, on a cumulative basis, of fifty percent (50%) or more of the
3537 ownership interest in Contractor or twenty-five percent (25%) or more of the voting control of Contractor
3538 (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall
3539 constitute an assignment for purposes of this Agreement, requiring prior written consent of the City. Further,
3540 the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger,
3541 sale, acquisition, financing, transfer, leveraged buyout, or otherwise), whether or not a formal assignment of
3542 this Agreement, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more, shall
3543 also constitute an assignment for purposes of this Agreement, also requiring prior written consent of the City.
3544 Transfers to affiliate companies of Contractor that have common ownership shall not be considered an
3545 assignment under the terms of this Section. Upon notification to the City of any proposed assignment,
3546 Contractor shall provide to the City a payment of one hundred fifty thousand dollars (\$150,000) for the City to
3547 perform its due diligence related to the requested assignment.

3548 38.02 The use of a subcontractor to perform services under this Agreement will not constitute
3549 delegation of Contractor's duties if Contractor has received prior written authorization from the Agreement
3550 Administrator to subcontract such services and the Agreement Administrator has approved a subcontractor
3551 who will perform such services. Contractor will be responsible for directing the work of Contractor's
3552 subcontractors, and any compensation due or payable to Contractor's subcontractor will be the sole
3553 responsibility of Contractor. The Agreement Administrator will have the right to require the removal of any
3554 approved subcontractor for reasonable cause.

3555 **Article 39. Compliance with Laws**

3556 39.01 In the performance of this Contractor, Contractor must comply with all Applicable Laws,
3557 including, without limitation, the San Pablo Municipal Code.

3558 39.02 City shall provide written notice to Contractor of any planned amendment of the San Pablo
3559 Municipal Code that would substantially affect the performance of Contractor's services pursuant to this
3560 Agreement. Such notice must be provided at least thirty (30) calendar days prior to the City Council's approval
3561 of such an amendment. Any such amendment that would or does affect Contractor's services hereunder shall
3562 trigger the requirements of Section 30.01 (City-Directed Change) and may trigger the requirements of Section
3563 30.02 (Change in Law) of this Agreement.

3564 **Article 40. Permits and Licenses**

3565 40.01 Contractor shall obtain, at its own expense, all permits and licenses required by law or
3566 ordinance, and shall maintain same in full force and effect throughout the Term of this Agreement. Contractor
3567 must provide proof of such permits, licenses, or approvals and must demonstrate compliance with the terms
3568 and conditions of such permits, licenses, and approvals upon the request of the Agreement Administrator.

3569 40.02 The Contractor must procure and maintain a valid City Business License throughout the
3570 Term of the Agreement.

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3602 As to the Contractor:

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3606 45.02 Notices given by personal delivery shall be effective immediately. Notices given by mail
3607 shall be deemed to have been delivered forty-eight (48) hours after having been deposited in the United
3608 States mail. Changes in the respective address to which such notice is to be directed may be made by written
3609 notice.

3610 45.03 Notice by City to Contractor of a Collection or other Service Recipient problem or complaint
3611 may be given to Contractor orally by telephone at Contractor's local office with confirmation sent to Contractor
3612 through the Customer Service System by the end of the Workday.

3613 **Article 46. Transition to Next Contractor**

3614 46.01 In the event Contractor is not awarded an extension or new contract to continue to provide
3615 Solid Waste Collection following the expiration or early termination of this Agreement, Contractor will
3616 cooperate fully with City and any subsequent contractors to assure a smooth transition of services described
3617 in this Agreement. Such cooperation will include, but not be limited to, transfer of computer data and files;
3618 providing routing information, route maps, vehicle fleet information, and list of Service Recipients; providing
3619 a complete inventory of all Collection Containers; providing adequate labor and equipment to complete
3620 performance of all Solid Waste Collection required under this Agreement; taking reasonable actions
3621 necessary to transfer ownership of carts and bins, as appropriate, to City, including transporting such
3622 Containers to a location designated by the Agreement Administrator; coordinating Collection of Materials set
3623 out in new Containers if new Containers are provided for a subsequent Agreements; and providing other
3624 reports and data required by this Agreement.

3625 **Article 47. Contractor's Records**

3626 47.01 Contractor shall keep and preserve, during the Term of this Agreement, full, complete, and
3627 accurate financial and accounting records, pertaining to cash, billing, and disposal transactions for the
3628 franchise area, prepared on an accrual basis in accordance with generally accepted accounting principles.
3629 These records and reports are necessary for the City to properly administer and monitor the Agreement and
3630 to assist the City in meeting the requirements of the Act. The Contractor shall keep and preserve, during the
3631 Term of this Agreement, and for a period of not less than four (4) years following expiration or other
3632 termination hereof or for any longer period required by law, full, complete, and accurate records as indicated
3633 in the Agreement.

3634 47.02 Any records or documents required to be maintained pursuant to this Agreement must be
3635 made available for inspection or audit at any time during regular business hours, upon written request by the
3636 Agreement Administrator, the City Attorney, City Auditor, City Manager, or a designated representative of any

3637 of these officers. Copies of such documents will be provided to City electronically, available to City for
3638 inspection at the local Contractor office, or available to City for inspection at an alternate site if mutually
3639 agreed upon.

3640 47.02.1 Contractor acknowledges that City is legally obligated to comply with the California
3641 Public Records Act ("CPRA"). City acknowledges that Contractor may consider certain records, reports, or
3642 information contained therein ("Records") which Contractor is required to provide to City under this
3643 Agreement to be of a proprietary or confidential nature. In such instances, Contractor will inform City in
3644 writing of which records are considered propriety or confidential and shall identify the statutory exceptions
3645 to disclosure provided under the CPRA that legally permit non-disclosure of the Records. At such time as
3646 City receives a request for records under the CPRA or Federal Freedom of Information Act ("FOIA"), or a
3647 subpoena or other court order requesting disclosure of the Records, City will notify Contractor of the request,
3648 subpoena, or order and of City's obligation and intent to provide a response within ten (10) calendar days.
3649 Contractor shall within five (5) calendar days either: (i) consent in writing to the disclosure of the Records;
3650 or (ii) seek and obtain, at Contractor's sole cost and expense, the order of a court of competent jurisdiction
3651 staying or enjoining the disclosure of the Records. If Contractor fails to respond within the timeframe
3652 stipulated, then City may proceed to disclosure the Records, in which event Contractor agrees, waives, and
3653 releases City of any liability for the disclosure of the Records. In the event Contractor seeks a court order to
3654 stay or enjoin the disclosure of the Records, Contractor agrees to indemnify, defend, and hold harmless the
3655 City, its Council, elected and appointed board or commission members, officers, employees, volunteers, and
3656 agents (collectively, "Indemnitees") from and against any and all loss, liability, penalty, forfeiture, claim,
3657 demand, action, proceeding, or suit in law or equity of any and every kind and description, whether judicial,
3658 quasi-judicial, or administrative in nature, arising or resulting from or in any way connected with the subject
3659 CPRA, FOIA request, or subpoena for the Records. This indemnity obligation shall survive the expiration or
3660 termination of this Agreement.

3661 47.03 Where City has reason to believe that such records or documents may be lost or discarded
3662 in the event of the dissolution, disbandment, or termination of Contractor's business, City may, by written
3663 request or demand of any of the above-named officers, require that custody of the records be given to City
3664 and that the records and documents be maintained in City Hall. Access to such records and documents will
3665 be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-
3666 interest.

3667 47.04 Failure to Keep and Preserve Records. The refusal of Contractor to keep and preserve any
3668 of the records required shall be deemed a material breach of this Agreement and shall subject Contractor to
3669 all remedies, legal or equitable, which are available to City under this Agreement or otherwise.

3670 **Article 48. Entire Agreement**

3671 48.01 This Agreement and the attached Exhibits constitute the entire Agreement and
3672 understanding between the parties, and the Agreement will not be considered modified, altered, changed, or
3673 amended in any respect unless in writing and signed by the parties.

Article 49. Severability

49.01 If any provision of this Agreement or the application of it to any person or situation is to any extent held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it is held invalid or unenforceable, will not be affected, and will continue in full force and effect, and will be enforced to the fullest extent permitted by law.

Article 50. Right to Require Performance

50.01 The failure of City at any time to require performance by Contractor of any provision of this Agreement will in no way affect the right of City thereafter to enforce same. Nor will waiver by City of any breach of any provision of this Agreement be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

Article 51. All Prior Agreements Superseded

51.01 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

Article 52. Headings

52.01 Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

Article 53. Exhibits

53.01 Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each such Exhibit is a part of this Agreement, and each is incorporated by this reference. In the event of any conflicts between this Agreement and the Exhibits, then this Agreement shall take priority.

Article 54. Attorney's Fees

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

Article 55. Commencement Date

55.01 This Agreement will become effective when it is properly executed by City and Contractor, and Contractor will commence Solid Waste Collection under this Agreement as of July 1, 2025.

3707 IN WITNESS WHEREOF, City and Contractor have executed this Agreement on the respective
3708 date(s) below each signature.

3709 CITY OF SAN PABLO CONTRACTOR

3710 A General Law City

3711 By: _____

3712

3713

3714 Title: _____

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3717 ATTEST: _____

3718 City Clerk

3719 APPROVED AS TO FORM

3720 City Attorney

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3722 By: _____

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By: _____

By: _____

President

By: _____

Secretary

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Exhibit 1
Maximum Service Rates

City of San Pablo

Proposer's Name:		Richmond Sanitary Service, Inc. d/b/a Republic Services			
Form K, Tab A: Single-Family Dwelling Maximum Service Rates					
Rate Schedule Effective 7/1/2025 (15-Year Term)					
SFD Trash (Note: Trash rate includes bundled rates that include 64-Gallon Recycling and 64-Gallon Organic Waste)					
Service Descriptions	Billing Frequency	20-Gallon Service Rate	32-Gallon Service Rate	64-Gallon Service Rate	96-Gallon Service Rate
Standard Single-Family Automated Cart Service <i>(Trash, Recycling, Organic Waste)</i>	per month	\$30.18	\$32.49	\$62.15	\$92.11
Low-Income Cart Service <i>(Trash, Recycling, Organic Waste)</i>	per month	\$25.18	\$27.49	\$57.15	\$87.11
Additional Trash Cart	each cart	\$30.18	\$32.49	\$62.15	\$92.11
Additional Recycling Cart	each cart	\$14.00	\$14.00	\$14.00	\$14.00
Additional Organic Waste Cart	each cart	\$14.00	\$14.00	\$14.00	\$14.00
Restart of Service (Auto-Resume Fee)	per occurrence	\$101.86	\$101.86	\$101.86	\$101.86
Cart Delivery	per occurrence	\$0.00	\$0.00	\$0.00	\$0.00
Cart Removal	per occurrence	\$0.00	\$0.00	\$0.00	\$0.00
Cart Exchange (more than 1 time per calendar year, 10.05.5)	per occurrence	\$55.62	\$55.62	\$55.62	\$55.62
Residential Cart Replacement Fee (First occurrence is free)	per occurrence	\$98.78	\$98.78	\$98.78	\$98.78
Recycling Contamination	per occurrence	\$44.83	\$44.83	\$44.83	\$44.83
Organic Contamination	per occurrence	\$44.83	\$44.83	\$44.83	\$44.83
Additional Pickup	per occurrence	\$17.29	\$17.29	\$34.58	\$51.87
Carryout Fee	each cart	\$13.64	\$13.64	\$13.64	\$13.64
Return Trip	per occurrence	\$51.70	\$51.70	\$51.70	\$51.70
Overage Fee	per occurrence	\$17.29	\$17.29	\$17.29	\$17.29
Account History Report	per occurrence	\$21.82	\$21.82	\$21.82	\$21.82
Additional Bulky Pickup (rate include disposal)	per occurrence	\$215.41	\$215.41	\$215.41	\$215.41

City of San Pablo

Proposer's Name:		Richmond Sanitary Service, Inc. d/b/a Republic Services				
Form K, Tab B: Multi-Family Dwelling Maximum Service Rates						
Rate Schedule Effective 7/1/2025 (15-Year Term)						
Multi-Family Trash (Note: Trash rate includes bundled rates that include 64-Gallon Recycling and 64-Gallon Organic Waste)						
Service Descriptions	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
32-Gallon Cart	\$32.49	\$64.98	N/A	N/A	N/A	N/A
64-Gallon Cart	\$62.15	\$124.30	N/A	N/A	N/A	N/A
96-Gallon Cart	\$92.11	\$184.22	N/A	N/A	N/A	N/A
1-CY Bin	\$294.06	\$504.30	\$714.11	\$924.37	\$1,134.62	\$1,344.87
2-CY Bin	\$471.74	\$847.06	\$1,222.30	\$1,597.61	\$1,973.08	\$2,348.55
3-CY Bin	\$636.00	\$1,163.97	\$1,691.75	\$2,219.75	\$2,747.71	\$3,275.69
4-CY Bin	\$792.87	\$1,467.53	\$2,141.76	\$2,816.44	\$3,490.67	\$4,164.92
5-CY Bin	\$945.97	\$1,764.41	\$2,582.64	\$3,401.11	\$4,219.29	\$5,037.48
6-CY Bin	\$1,096.63	\$2,058.20	\$3,019.35	\$4,306.16	\$4,942.07	\$5,577.98
7 CY Bin	\$1,246.40	\$2,350.70	\$3,454.98	\$4,559.27	\$5,663.75	\$6,768.23
Multi-family Dwelling Recycling (Additional Containers)						
32-Gallon Cart	N/A	N/A	N/A	N/A	N/A	N/A
64-Gallon Cart	\$14.00	\$28.00	N/A	N/A	N/A	N/A
96-Gallon Cart	N/A	N/A	N/A	N/A	N/A	N/A
1-CY Bin	\$178.65	\$315.38	\$451.89	\$588.63	\$725.36	\$862.09
2-CY Bin	\$299.10	\$549.97	\$800.82	\$1,051.70	\$1,302.65	\$1,553.60
3-CY Bin	\$412.83	\$771.66	\$1,130.37	\$1,489.21	\$1,848.02	\$2,206.82
4-CY Bin	\$522.89	\$986.65	\$1,450.20	\$1,913.98	\$2,377.55	\$2,841.11
5-CY Bin	\$631.04	\$1,198.32	\$1,765.48	\$2,332.76	\$2,899.90	\$3,467.05
6-CY Bin	\$737.99	\$1,408.43	\$2,078.66	\$2,911.73	\$3,419.34	\$3,926.95
7 CY Bin	\$844.50	\$1,617.90	\$2,391.31	\$3,164.72	\$3,938.25	\$4,711.78
Multi-family Dwelling Organic Waste (Green Waste and Food Waste) (Additional Containers)						
32-Gallon Cart	N/A	N/A	N/A	N/A	N/A	N/A
64-Gallon Cart	\$98.02	\$196.04	N/A	N/A	N/A	N/A
96-Gallon Cart	N/A	N/A	N/A	N/A	N/A	N/A
1-CY Bin	\$294.06	\$504.30	\$714.11	\$924.37	\$1,134.62	\$1,344.87
2-CY Bin	\$471.74	\$847.06	\$1,222.30	\$1,597.61	\$1,973.08	\$2,348.55
Multi-family Dwelling Yard Waste Only (if applicable) (Additional Containers)						
32-Gallon Cart	N/A	N/A	N/A	N/A	N/A	N/A
64-Gallon Cart	N/A	N/A	N/A	N/A	N/A	N/A
96-Gallon Cart	N/A	N/A	N/A	N/A	N/A	N/A
1-CY Bin	N/A	N/A	N/A	N/A	N/A	N/A
2-CY Bin	N/A	N/A	N/A	N/A	N/A	N/A
3-CY Bin	N/A	N/A	N/A	N/A	N/A	N/A
4-CY Bin	N/A	N/A	N/A	N/A	N/A	N/A
6-CY Bin	N/A	N/A	N/A	N/A	N/A	N/A
Multi-family Dwelling Food Waste Only (if applicable) (Additional Containers)						
32-Gallon Cart	N/A	N/A	N/A	N/A	N/A	N/A
64-Gallon Cart	N/A	N/A	N/A	N/A	N/A	N/A
96-Gallon Cart	N/A	N/A	N/A	N/A	N/A	N/A
1-CY Bin	N/A	N/A	N/A	N/A	N/A	N/A
2-CY Bin	N/A	N/A	N/A	N/A	N/A	N/A

Multi-Family Dwelling Other / Additional Services		
Recycling Contamination - cart	per occurrence	\$44.83
Organic Contamination - cart	per occurrence	\$44.83
Additional Pickup - cart	per occurrence	\$34.58
Additional Pickup 1-CY Bin	Per Occurrence	\$141.10
Additional Pickup 2-CY Bin	Per Occurrence	\$222.29
Additional Pickup 3-CY Bin	Per Occurrence	\$299.06
Additional Pickup 4-CY Bin	Per Occurrence	\$373.51
Additional Pickup 5-CY Bin	Per Occurrence	\$446.71
Additional Pickup 6-CY Bin	Per Occurrence	\$519.22
Additional Pickup 7-CY Bin	Per Occurrence	\$591.30
Carryout Fee - cart	each cart	\$13.64
Return Trip - cart	per occurrence	\$51.70
Account History Report	per occurrence	\$21.82
Additional Bulky Pickup (rate include disposal)	per occurrence	\$215.41

City of San Pablo

Proposer's Name:		Richmond Sanitary Service, Inc. d/b/a Republic Services				
Form K, Tab C: Commercial Maximum Service Rates						
Rate Schedule Effective 7/1/2025 (15-Year Term)						
Commercial Trash (Note: Trash rate includes bundled rates that include 1x/week collection of 64-Gallon Recycling and 32-Gallon Organic Waste)						
Service Descriptions	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
32-Gallon Cart	\$48.05	\$96.10	N/A	N/A	N/A	N/A
64-Gallon Cart	\$99.59	\$199.18	N/A	N/A	N/A	N/A
96-Gallon Cart	\$124.04	\$248.08	N/A	N/A	N/A	N/A
1-CY Bin	\$294.06	\$504.30	\$714.11	\$924.37	\$1,134.62	\$1,344.87
2-CY Bin	\$471.74	\$847.06	\$1,222.30	\$1,597.61	\$1,973.08	\$2,348.55
3-CY Bin	\$636.00	\$1,163.97	\$1,691.75	\$2,219.75	\$2,747.71	\$3,275.69
4-CY Bin	\$792.87	\$1,467.53	\$2,141.76	\$2,816.44	\$3,490.67	\$4,164.92
5-CY Bin	\$945.97	\$1,764.41	\$2,582.64	\$3,401.11	\$4,219.29	\$5,037.48
6-CY Bin	\$1,096.63	\$2,058.20	\$3,019.35	\$4,306.16	\$4,942.07	\$5,577.98
7 CY Bin	\$1,246.40	\$2,350.70	\$3,454.98	\$4,559.27	\$5,663.75	\$6,768.23
Commercial Recycling (Additional Containers)						
32-Gallon Cart	N/A	N/A	N/A	N/A	N/A	N/A
64-Gallon Cart	\$64.21	\$128.42	N/A	N/A	N/A	N/A
96-Gallon Cart	N/A	N/A	N/A	N/A	N/A	N/A
1-CY Bin	\$178.65	\$315.38	\$451.89	\$588.63	\$725.36	\$862.09
2-CY Bin	\$299.10	\$549.97	\$800.82	\$1,051.70	\$1,302.65	\$1,553.60
3-CY Bin	\$412.83	\$771.66	\$1,130.37	\$1,489.21	\$1,848.02	\$2,206.82
4-CY Bin	\$522.89	\$986.65	\$1,450.20	\$1,913.98	\$2,377.55	\$2,841.11
5-CY Bin	\$631.04	\$1,198.32	\$1,765.48	\$2,332.76	\$2,899.90	\$3,467.05
6-CY Bin	\$737.99	\$1,408.43	\$2,078.66	\$2,911.73	\$3,419.34	\$3,926.95
7 CY Bin	\$844.50	\$1,617.90	\$2,391.31	\$3,164.72	\$3,938.25	\$4,711.78
Commercial Organic Waste (Green Waste and Food Waste) (Additional Containers)						
32-Gallon Cart	N/A	N/A	N/A	N/A	N/A	N/A
64-Gallon Cart	\$99.59	\$199.18	N/A	N/A	N/A	N/A
96-Gallon Cart	N/A	N/A	N/A	N/A	N/A	N/A
1-CY Bin	\$294.06	\$504.30	\$714.11	\$924.37	\$1,134.62	\$1,344.87
2-CY Bin	\$471.74	\$847.06	\$1,222.30	\$1,597.61	\$1,973.08	\$2,348.55
Commercial <u>Yard Waste Only (if applicable)</u> (Additional Containers)						
32-Gallon Cart	N/A	N/A	N/A	N/A	N/A	N/A
64-Gallon Cart	N/A	N/A	N/A	N/A	N/A	N/A
96-Gallon Cart	N/A	N/A	N/A	N/A	N/A	N/A
1-CY Bin	N/A	N/A	N/A	N/A	N/A	N/A
2-CY Bin	N/A	N/A	N/A	N/A	N/A	N/A
3-CY Bin	N/A	N/A	N/A	N/A	N/A	N/A
4-CY Bin	N/A	N/A	N/A	N/A	N/A	N/A
5-CY Bin	N/A	N/A	N/A	N/A	N/A	N/A
6-CY Bin	N/A	N/A	N/A	N/A	N/A	N/A
7 CY Bin	N/A	N/A	N/A	N/A	N/A	N/A
Commercial <u>Food Waste Only (if applicable)</u>						
32-Gallon Cart	N/A	N/A	N/A	N/A	N/A	N/A
64-Gallon Cart	N/A	N/A	N/A	N/A	N/A	N/A
96-Gallon Cart	N/A	N/A	N/A	N/A	N/A	N/A
1-CY Bin	N/A	N/A	N/A	N/A	N/A	N/A
2-CY Bin	N/A	N/A	N/A	N/A	N/A	N/A
Commercial <u>Other / Additional Services</u>						
See Tab D Additional Rates						
(insert additional service or containers w/ frequency)	Per Occurrence	\$0.00				
(insert additional service or containers w/ frequency)	Per Occurrence	\$0.00				

Form K, Tab C: Industrial Maximum Service Rates						
Rate Schedule Effective 7/1/2025 (15-Year Term)						
Temporary Bin and Roll-Off Container Service (Collection Only)						
Service Descriptions	Collection Frequency					
	Per Pull	2/week	3/week	4/week	5/week	6/week
Industrial Trash						
1-CY Bin	\$544.06	N/A	N/A	N/A	N/A	N/A
2-CY Bin	\$721.74	N/A	N/A	N/A	N/A	N/A
3-CY Bin	\$886.00	N/A	N/A	N/A	N/A	N/A
4-CY Bin	\$1,042.87	N/A	N/A	N/A	N/A	N/A
5-CY Bin	\$1,195.97	N/A	N/A	N/A	N/A	N/A
6-CY Bin	\$1,346.63	N/A	N/A	N/A	N/A	N/A
7-CY Bin	\$1,496.40	N/A	N/A	N/A	N/A	N/A
10-CY Roll-Off Container	\$530.00	N/A	N/A	N/A	N/A	N/A
20-CY Roll-Off Container	\$624.00	N/A	N/A	N/A	N/A	N/A
30-CY Roll-Off Container	\$675.00	N/A	N/A	N/A	N/A	N/A
40-CY Roll-Off Container	\$746.00	N/A	N/A	N/A	N/A	N/A
Industrial Recycling						
1-CY Bin	\$544.06	N/A	N/A	N/A	N/A	N/A
2-CY Bin	\$721.74	N/A	N/A	N/A	N/A	N/A
3-CY Bin	\$886.00	N/A	N/A	N/A	N/A	N/A
4-CY Bin	\$1,042.87	N/A	N/A	N/A	N/A	N/A
5-CY Bin	\$1,195.97	N/A	N/A	N/A	N/A	N/A
6-CY Bin	\$1,346.63	N/A	N/A	N/A	N/A	N/A
7-CY Bin	\$1,496.40	N/A	N/A	N/A	N/A	N/A
10-CY Roll-Off Container	\$530.00	N/A	N/A	N/A	N/A	N/A
20-CY Roll-Off Container	\$624.00	N/A	N/A	N/A	N/A	N/A
30-CY Roll-Off Container	\$675.00	N/A	N/A	N/A	N/A	N/A
40-CY Roll-Off Container	\$746.00	N/A	N/A	N/A	N/A	N/A
Industrial Organic Waste (Green Waste and Food Waste)						
1-CY Bin	\$544.06	N/A	N/A	N/A	N/A	N/A
2-CY Bin	\$721.74	N/A	N/A	N/A	N/A	N/A
3-CY Bin	\$886.00	N/A	N/A	N/A	N/A	N/A
4-CY Bin	\$1,042.87	N/A	N/A	N/A	N/A	N/A
5-CY Bin	\$1,195.97	N/A	N/A	N/A	N/A	N/A
6-CY Bin	\$1,346.63	N/A	N/A	N/A	N/A	N/A
7-CY Bin	\$1,496.40	N/A	N/A	N/A	N/A	N/A
10-CY Roll-Off Container	\$530.00	N/A	N/A	N/A	N/A	N/A
20-CY Roll-Off Container	\$624.00	N/A	N/A	N/A	N/A	N/A
30-CY Roll-Off Container	\$675.00	N/A	N/A	N/A	N/A	N/A
40-CY Roll-Off Container	\$746.00	N/A	N/A	N/A	N/A	N/A

Industrial Yard Waste Only						
1-CY Bin	\$544.06	N/A	N/A	N/A	N/A	N/A
2-CY Bin	\$721.74	N/A	N/A	N/A	N/A	N/A
3-CY Bin	\$886.00	N/A	N/A	N/A	N/A	N/A
4-CY Bin	\$1,042.87	N/A	N/A	N/A	N/A	N/A
5-CY Bin	\$1,195.97	N/A	N/A	N/A	N/A	N/A
6-CY Bin	\$1,346.63	N/A	N/A	N/A	N/A	N/A
7-CY Bin	\$1,496.40	N/A	N/A	N/A	N/A	N/A
10-CY Roll-Off Container	\$530.00	N/A	N/A	N/A	N/A	N/A
20-CY Roll-Off Container	\$624.00	N/A	N/A	N/A	N/A	N/A
30-CY Roll-Off Container	\$675.00	N/A	N/A	N/A	N/A	N/A
40-CY Roll-Off Container	\$746.00	N/A	N/A	N/A	N/A	N/A
Construction and Demolition						
1-CY Bin	\$544.06	N/A	N/A	N/A	N/A	N/A
2-CY Bin	\$721.74	N/A	N/A	N/A	N/A	N/A
3-CY Bin	\$886.00	N/A	N/A	N/A	N/A	N/A
4-CY Bin	\$1,042.87	N/A	N/A	N/A	N/A	N/A
5-CY Bin	\$1,195.97	N/A	N/A	N/A	N/A	N/A
6-CY Bin	\$1,346.63	N/A	N/A	N/A	N/A	N/A
7-CY Bin	\$1,496.40	N/A	N/A	N/A	N/A	N/A
10-CY Roll-Off Container	\$530.00	N/A	N/A	N/A	N/A	N/A
20-CY Roll-Off Container	\$624.00	N/A	N/A	N/A	N/A	N/A
30-CY Roll-Off Container	\$675.00	N/A	N/A	N/A	N/A	N/A
40-CY Roll-Off Container	\$746.00	N/A	N/A	N/A	N/A	N/A
Industrial <u>Other / Additional Services</u>						
See Tab D Additional Rates						
(insert additional service or containers w/ frequency)	Per Occurrence	\$0.00				
(insert additional service or containers w/ frequency)	Per Occurrence	\$0.00				

Proposer's Name:		Richmond Sanitary Service, Inc. d/b/a Republic Services				
Form K, Tab D: Additional Services Maximum Service Rates						
Rate Schedule Effective 7/1/2025 (15-Year Term)						
Service Descriptions	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
	Push Rate (Monthly)					
Push Rate - 25 feet	\$15.00	\$30.00	\$45.00	\$60.00	\$75.00	\$90.00
Push Rate - 50 feet	\$30.00	\$60.00	\$90.00	\$120.00	\$150.00	\$180.00
Push Rate - 75 feet	N/A	N/A	N/A	N/A	N/A	N/A
Push Rate - 100 feet	N/A	N/A	N/A	N/A	N/A	N/A
Other Services			Roll-off Pull Rates (Roll-off Containers billed on a per pull plus process or disposal rate)			
Service Descriptions	Frequency	Proposed Rate				
Stinger / Scout Service Fee	Monthly	\$300.00	10-Cubic-Yard Container per pull		Per Pull	\$530.00
Locking Bin, Lock on Gate	Monthly	\$29.30	20-Cubic-Yard Container per pull		Per Pull	\$624.00
Return Trip Charge (Commercial)	Per Occurrence	\$175.37	30-Cubic-Yard Container per pull		Per Pull	\$675.00
Restart of Service (auto resume fee)	Per Occurrence	\$387.33	40-Cubic-Yard Container per pull		Per Pull	\$746.00
Pull Out Charge (hard to service)	Monthly	\$149.15				
Delivery Charge	Per Occurrence	\$0.00				
Delivery Charge Commercial Carts	Per Occurrence	\$0.00				
Removal	Per Occurrence	\$0.00				
Exchange Fee	Per Occurrence	\$155.24				
Recycling Contamination Fee	Per Occurrence	\$141.10				
Organics Contamination Fee	Per Occurrence	\$141.10				
Overage Fee	Per Occurrence	\$141.10				
Emergency Services (Section 20.01)	Per Hour	\$375.00				
Additional Bulky Pickup	Per Occurrence	\$215.41				
Additional Pickup 1-CY Bin	Per Occurrence	\$141.10				
Additional Pickup 2-CY Bin	Per Occurrence	\$222.29				
Additional Pickup 3-CY Bin	Per Occurrence	\$299.06				
Additional Pickup 4-CY Bin	Per Occurrence	\$373.51				
Additional Pickup 5-CY Bin	Per Occurrence	\$446.71				
Additional Pickup 6-CY Bin	Per Occurrence	\$519.22				
Additional Pickup 7-CY Bin	Per Occurrence	\$591.30				
Steam Clean Box 1-7 CY Bin	Per Occurrence	\$155.24				
Special Pickup 1-7 CY Bin	Per Occurrence	\$175.37				
Special Pickup 10-40 Yd Box	Per Occurrence	\$407.00				
Lock Replacement	Per Occurrence	\$45.95				
Dry Run (Roll-off)	Per Occurrence	Same as pull rate				
Temp Per Day over 3 Days	Per Day	\$88.00				
Diversion Report Fee	Per Month	\$60.00				
Relocation Fee	Per Occurrence	\$308.00				

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Exhibit 2

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List of City Facilities and Service Levels

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Exhibit 2

List of City Facilities and Service Levels

Site Name	Site Address	Site City	Ctr Type	Ctr Qty	Ctr Size	Frequency
POLICE DEPT	13880 SAN PABLO AVE	SAN PABLO	Front Loader	1	2.00	3 x week
POLICE DEPT	13880 SAN PABLO AVE	SAN PABLO	Front loader	1	2.00	3 x week
POLICE DEPT	13880 SAN PABLO AVE	SAN PABLO	Recycle	5	.32	1 x week
POLICE DEPT	13880 SAN PABLO AVE	SAN PABLO	Recycle	5	.32	1 x week
POLICE DEPT	13880 SAN PABLO AVE	SAN PABLO	Recycle	5	.32	1 x week
POLICE DEPT	13880 SAN PABLO AVE	SAN PABLO	Yard Waste	1	.32	1 x week
POLICE DEPT	13880 SAN PABLO AVE	SAN PABLO	Yard Waste	1	.32	1 x week
MAPLE HALL/"OLD" CITY HALL	13831 SAN PABLO AVE	SAN PABLO	Yard Waste	2	.32	1 x week
MAPLE HALL/"OLD" CITY HALL	13831 SAN PABLO AVE	SAN PABLO	Yard Waste	2	.32	1 x week
MAPLE HALL/"OLD" CITY HALL	13831 SAN PABLO AVE	SAN PABLO	Recycle	1	.32	1 x week
MAPLE HALL/"OLD" CITY HALL	13831 SAN PABLO AVE	SAN PABLO	Recycle	1	.32	1 x week
MAPLE HALL/"OLD" CITY HALL	13831 SAN PABLO AVE	SAN PABLO	Trash	1	.32	1 x week
MAPLE HALL/"OLD" CITY HALL	13831 SAN PABLO AVE	SAN PABLO	Trash	1	.32	1 x week
DAVIS PARK SENIOR CENTER	1651 FOLSOM AVE	SAN PABLO	Front Loader	1	4.00	1 x week
DAVIS PARK SENIOR CENTER	1651 FOLSOM AVE	SAN PABLO	Front Loader	1	4.00	1 x week
DAVIS PARK SENIOR CENTER	1651 FOLSOM AVE	SAN PABLO	Yard Waste	2	.32	1 x week
DAVIS PARK SENIOR CENTER	1651 FOLSOM AVE	SAN PABLO	Yard Waste	2	.32	1 x week
DAVIS PARK SENIOR CENTER	1651 FOLSOM AVE	SAN PABLO	Front Loader	1	1.00	1 x week
DAVIS PARK SENIOR CENTER	1651 FOLSOM AVE	SAN PABLO	Front Loader	1	1.00	1 x week
SENIOR CENTER	1943 CHURCH LN	SAN PABLO	Front Loader	1	3.00	2 x week
SENIOR CENTER	1943 CHURCH LN	SAN PABLO	Front t Loader	1	3.00	2 x week
SENIOR CENTER	1943 CHURCH LN	SAN PABLO	Front Loader	1	3.00	1 x week

SENIOR CENTER	1943 CHURCH LN	SAN PABLO	Front Loader	1	3.00	1 x week
SENIOR CENTER	1943 CHURCH LN	SAN PABLO	Yard Waste	2	.32	1 x week
SENIOR CENTER	1943 CHURCH LN	SAN PABLO	Yard Waste	2	.32	1 x week
CITY OF SAN PABLO-WANLASS PARK	2999 21ST ST	SAN PABLO	Trash	4	.32	1 x week
CITY OF SAN PABLO-WANLASS PARK	2999 21ST ST	SAN PABLO	Recycle	4	.32	1 x week
CITY OF SAN PABLO-WANLASS PARK	2999 21ST ST	SAN PABLO	Yard Waste	2	.32	1 x week
CITY OF SAN PABLO-WANLASS PARK	2999 21ST ST	SAN PABLO	Yard Waste	2	.32	1 x week
SAN PABLO COMMUNITY CENTER	2450 ROAD 20	SAN PABLO	Trash	4	.48	2 x week
SAN PABLO COMMUNITY CENTER	2450 ROAD 20	SAN PABLO	Recycle	6	.32	2 x week
SAN PABLO COMMUNITY CENTER	2450 ROAD 20	SAN PABLO	Recycle	6	.32	2 x week
SAN PABLO COMMUNITY CENTER	2450 ROAD 20	SAN PABLO	Yard Waste	2	.32	1 x week
SAN PABLO COMMUNITY CENTER	2450 ROAD 20	SAN PABLO	Yard Waste	2	.32	1 x week
CORP YARD	1515 FOLSOM AVE	SAN PABLO	Yard Waste	1	.32	1 x week
CORP YARD	1515 FOLSOM AVE	SAN PABLO	Yard Waste	1	.32	1 x week
CITY OF SAN PABLO	1509 RUMRILL BLVD	SAN PABLO	Front Loader	1	3.00	1 x week
CITY OF SAN PABLO	1509 RUMRILL BLVD	SAN PABLO	Front Loader	1	3.00	1 x week
CITY OF SAN PABLO	1509 RUMRILL BLVD	SAN PABLO	Front Loader	1	2.00	1 x week
CITY OF SAN PABLO	1509 RUMRILL BLVD	SAN PABLO	Yard Waste	2	.32	1 x week
CITY OF SAN PABLO	1509 RUMRILL BLVD	SAN PABLO	Yard Waste	2	.32	1 x week
CITY OF SAN PABLO-LIBRARY	13751 SAN PABLO AVE	SAN PABLO	Front Loader	1	4.00	2 x week
CITY OF SAN PABLO-LIBRARY	13751 SAN PABLO AVE	SAN PABLO	Front Loader	1	4.00	2 x week
CITY OF SAN PABLO-LIBRARY	13751 SAN PABLO AVE	SAN PABLO	Front Loader	1	4.00	3 x week
CITY OF SAN PABLO-LIBRARY	13751 SAN PABLO AVE	SAN PABLO	Front Loader	1	4.00	3 x week
CITY OF SAN PABLO-LIBRARY	13751 SAN PABLO AVE	SAN PABLO	Yard Waste	4	.32	1 x week
CITY OF SAN PABLO-LIBRARY	13751 SAN PABLO AVE	SAN PABLO	Yard Waste	4	.32	1 x week

SAN PABLO CITY HALL	1000 GATEWAY AVE	SAN PABLO	Front Loader	1	3.00	2 x week
SAN PABLO CITY HALL	1000 GATEWAY AVE	SAN PABLO	Front Loader	1	3.00	2 x week
SAN PABLO CITY HALL	1000 GATEWAY AVE	SAN PABLO	Front Loader	1	3.00	1 x week
SAN PABLO CITY HALL	1000 GATEWAY AVE	SAN PABLO	Front Loader	1	3.00	1 x week
SAN PABLO CITY HALL	1000 GATEWAY AVE	SAN PABLO	Yard Waste	4	.32	1 x week
SAN PABLO CITY HALL	1000 GATEWAY AVE	SAN PABLO	Yard Waste	4	.32	1 x week
SAN PABLO FIRE STATION	1800 23RD ST	SAN PABLO	Front Loader	1	2.00	1 x week
SAN PABLO FIRE STATION	1800 23RD ST	SAN PABLO	Recycle	1	.32	1 x week
SAN PABLO FIRE STATION	1800 23RD ST	SAN PABLO	Yard Waste	1	.32	1 x week
CITY OF SAN PABLO-PD ANNEX	13928 SAN PABLO AVE	SAN PABLO	Trash	3	.32	1 x week
CITY OF SAN PABLO-PD ANNEX	13928 SAN PABLO AVE	SAN PABLO	Recycle	3	.32	1 x week
CITY OF SAN PABLO-PD ANNEX	13928 SAN PABLO AVE	SAN PABLO	Yard Waste	1	.32	1 x week

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Exhibit 3

Collection Container Specifications

Cart Specifications.

All new or replacement Carts must be manufactured with a minimum twenty percent (20%) post-consumer recycled material content and come with a ten (10) year warranty against defects.

Carts must be constructed with material that resists deterioration from ultraviolet radiation and be incapable of penetration by household pets or small wildlife when lids are fully closed.

Contractor must provide Carts having an approximate volume of 20, 32, 64, and 96 gallons. Actual cart volume may vary by +/- 10% depending on manufacturer.

Carts must include wheels and handles that accommodate ease of movement by able-bodied persons, have heavy duty wheels, have attached hinged lids, and be designed to be resistant to inadvertent tipping due to high winds.

Carts must include lids that continuously overlap the Cart body so as to prevent the intrusion of rainwater and minimize odors. The lids should be of a design and weight so as to prevent the Cart body from tilting backward when flipping the lid open.

Carts must be capable of being lifted into the Collection Vehicle without damage or distortion under normal usage.

Carts must be hot-stamped, embossed, or labeled/decaled with the company name, a unique identification number (i.e., a serial number for carts), weight limit, images of the type of materials to be Collected, and a QR code that links to the Recycling education landing page within the Contractor's City-specific website for the City. All Carts shall also contain instructions for proper usage. If any of the above is accomplished via labels or decals, such labels or decals must be maintained and/or replaced as necessary throughout the Term to maintain a near new appearance. Decals/labels showing types of materials Collected in each Cart must be replaced annually.

Cart and lids must meet all applicable colors and labeling specifications as set forth by CalRecycle (i.e., blue = Recyclable Materials, black/gray = Garbage, green = yard waste/mixed Organic Waste, yellow = Food Waste or other color standards as determined by CalRecycle prior to the start of this Agreement).

Bin Specifications.

Bins must be constructed of heavy metal or heavy plastic and must be watertight, well painted, in good condition, and without rust or dents.

Wheels, forklift slots, and other appurtenances which are designed for movement, loading, or unloading of the Container, must be maintained in good repair.

Contractor must provide Bins having an approximate volume of 1, 2, 3, and 4 cubic yards.

Bins must have the name and phone number of Contractor on the exterior so as to be visible when the Bin is placed for use.

Each Bin must be labeled with a listing of materials that may and may not be placed in a particular Bin type, as well as a QR code that links to the Recycling education landing page within the Contractor's City-specific website for the City, and each Bin must include a conspicuous warning: "Not to be used for the disposal of hazardous, electronic, or universal waste." Bins must be labeled in English and Spanish.

Bid lids must be constructed of metal or heavy plastic, so as to minimize the intrusion of rainwater and minimize odors. Locking bins will be provided upon request at the Maximum Service Rate set forth in Exhibit 1.

Bins must be capable of being lifted into the Collection Vehicle without damage under normal usage.

Bins must meet all applicable colors and labeling specifications as set forth by CalRecycle (i.e., blue = Recyclable Materials, black/gray = Garbage, green = yard waste/mixed Organic Waste, yellow = Food Waste or other color standards as determined by CalRecycle prior to the start of this Agreement).

Roll-off Container Specifications.

Roll-off Container specifications shall be the same as Bin specifications. Roll-off Containers shall be provided in sizes 10, 20, 30, and 40 cubic yards. Compactors shall be available in sizes 10, 20, 35, and 40 cubic yards. Contractor is obligated to provide covers for Roll-Off Containers upon Customer request.

Kitchen Food Waste Pails

In the event that Kitchen Food Waste Pails are no longer provided by the West Contra Costa Integrated Waste Management Authority, and subject to the terms and conditions of Section 30.01, Contractor is responsible for the purchase and distribution of fully assembled and functional Kitchen Food Waste Pails to all SFD and MFD Dwelling Units in the Service Area, including all individual Dwelling Units within each MFD Service Unit, and including any new

Dwelling Units that are added to Contractor's Service Area during the Term of this Agreement. The distribution to new Dwelling Units must be completed within three (3) Workdays of receipt of notification from City or the Dwelling Unit. Contractor will also make Kitchen Food Waste Pails available at one or more annual Contractor-hosted events, such as a paper-shredding event or a HHW drop-off event, to make it easier for MFD Dwelling Units to learn about and acquire the pails.

Containers End of Life

Collection Containers must be recycled at the end of their useful life.

Containers Purchase

Contractor shall report all new Carts and Bins purchased pursuant to this Agreement to its address within the City and shall report all purchases of Carts and Bins under this Agreement as attributable to the City for sales tax purposes.

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Exhibit 4
Transition Plan

Exhibit 4

Transition Plan

Notification to all customers of the contract being awarded to Republic.

We will include language on future communications detailing any new and enhanced services.

Issue procurement fee and performance bond to city.

Establish weekly progress meetings with city staff to review implementation and required procurement of new equipment.

Create, print, and distribute required new contract education and outreach materials.

Procure any other equipment associated with any optional services selected by the city.

Establish communication protocol for dispatching abandoned waste collections with city staff.

Review and update, if necessary, public receptacle and bus stop collection schedules.

Update hauler website with new agreement programs and services

. Establish one virtual community townhall to provide overview of new and enhanced services.

Action items prior to contract commencement are expected to be modified upon meetings with city staff.

Republic recognizes that commercial bins often exceed their useful life of a minimum 10 years and that older bins with a prior paint scheme (white) may still exist at customer sites. Republic Services has been aggressive at identifying containers in service that are brand and SB 1383 non-compliant (white) to Republic Services' brand color (blue). Republic is committed to ensuring that a full-scale commercial route review will be completed post-franchise agreement commencement date to identify any non-compliant containers and remove and exchange from service by 12/31/2025

It is important to note all new commercial customers and bin exchanges receive brand and SB 1383 compliant bins.

Any commercial customers who do not already have recycling, organics, and/or a waiver will receive a default 35-gallon organics cart. At commencement of the new agreement, these customers will receive their default containers as they will be paying for the service under the new rate structure. Any customer requiring service above the default cart size and frequency will be right-sized accordingly.

Republic Services will implement and distribute the following education and outreach materials currently in practice today as well as required by the Draft Agreement:

- School education and outreach (annually, on or before September 30th)
- Recyclability of materials brochure (one-time, to all ratepayers)
- Acceptable/unacceptable organics brochure (one-time, to all ratepayers)
- Compliance notices (as needed and ongoing)
- Technical assistance site visits (at least 20 phone calls per month and 40 site visits across all commercial customers. Each customer will be visited once every five years.)

- How-to posters (distributed during site visits)
- Public events and booths (on-call)
- Various outreach (on-call)
- Local paper
- News Websites
- Social Media
- HOAs
- Civic Groups
- Annual service brochure (annual to all ratepayers)
- Quarterly newsletters (value added service offering by Republic Services)
- City specific website (ongoing)
- Acceptable materials labeling (upon distribution of new carts)
- Additional programs and services (as agreed upon between Republic and city per Section 20.12 of the draft agreement)

	Description	Target Start	Target Complete	Owner	Status	Notes
	Contract Negotiation, Award, and Implementation Plan	6/7/2024	6/21/2024	Shawn		
	City Council Award of Agreement	6/14/2024	TBD			
	Weekly Meeting with City Staff (or more frequent if necessary)	6/14/2024	Ongoing			
	Franchise Term Begin	7/1/2025	N/A			
	Transition Kick Off Meeting with City Staff and Republic Services	6/14/2025	6/28/2025			
	Identify Transition Team at Incumbent / City	N/A	N/A			
	Equipment and Procurement			Shawn		
	New Start Newsletter, Multiple Email Notifications and Collection Container Postcard	7/1/2024	10/31/2024			
	Comprehensive Collection Container Database prepared for third-party contractor deliveries	7/1/2024	10/31/2024			
	Collection Container Procurement	11/1/2024	12/31/2024			
	Collection Container receipt and deployment strategy	1/1/2025	4/1/2025			
	Collection container deliveries commencement	7/1/2025	10/31/2025			
	Continue SB1383 compliant bin lid exchanges	7/1/2025	YE 2034 or sooner			
	Non-brand compliant bins removed and exchanged	7/1/2025	12/31/2025			
	Procurement of any optional services selected by cities	7/1/2024	4/1/2025			
Mile-stone	Description	Target Start	Target Complete	Owner	Status	Notes
	Employees			HR/Ops		
	Hire and train newly required staff as necessary	1/1/2025	7/1/2025			
	High Level Review of New Agreement Service Requirements	6/7/2024	Ongoing			
	Job Fair - One event to hire local residents	1/1/2025	TBD			
	Complete Republic staff contact list for managers	7/1/2025	TBD			
	Customer Service			Angie		
	High Level Review of New Agreement Service Requirements	7/1/2024	Ongoing			
	Hire and train Local Sustainability Advisors	1/1/2025	7/1/2025			
	Review and update customer service database to ensure new agreement information	7/1/2024	10/31/2024			
	Provide script for the customer service representatives on all services and develop FAQs	7/1/2024	7/15/2024			
	Update City-specific website to reflect transition timelines, new programs/services, other information requested by City	7/1/2024	Ongoing			

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Exhibit 5**Administrative Charges and Penalties**

All dollar figures stated below shall increase annually by the CPI Adjustment Calculation in Section 6.03.1.

Item		Amount if Not Cured in 30 Days (unless otherwise specified)	If Cured
a.	Failure to respond to each complaint within three (3) Workdays of receipt of complaint.	\$200 per incident per Service Recipient.	
b.	Failure to maintain call center hours as required by this Agreement.	\$500 per day.	-0- if cured in 5 days
c.	Failure to submit to City all reports by the deadlines required under the provisions of this Agreement.	\$200 per day.	-0- if cured in 10 days
d.	Failure to include all parts of quarterly and annual reports specified in Sections 22.04 and 22.05 in the submitted reports.	\$200 per day if not cured in 10 days.	-0- if cured in 10 days
e.	Failure to provide data, information, or documentation required by this Agreement within the timeframe stipulated herein.	\$100 per day.	-0- if cured in 5 days
f.	Failure to respond to respond to any City request for data or information, as referenced in Section 5.15, within five (5) Business Days of receipt of the request.	\$100 per day.	-0- if cured in 5 days
g.	Failure to submit to City all payments by the deadlines required under the provisions of this Agreement.	1% of the total amount due if fees are 1 – 10 days late; and 10% of the total amount due if fees are more than 10 days late.	
h.	Failure for Collection Cart to be compliant with specifications of Exhibit 3.	\$50 each Collection Cart not compliant.	-0- if cured in 30 days
i.	Failure for Collection Bin to be compliant with specifications of Exhibit 3 or Section 18.09.	\$100 each Collection Bin not compliant, if not cured in 5 days	-0- if cured in 30 days
j.	Failure for Collection Container to be compliant with SB 1383 labeling requirements or the labeling requirements outlined in Section 20.10 of this Agreement.	\$100 each Collection Container not compliant.	-0- if cured in 30 days

Item		Amount if Not Cured in 30 Days (unless otherwise specified)	If Cured
k.	Failure to comply with manufacturers' recommendations or State and Federal vehicle weight limitations, as required in Section 18.05.	\$100 per incident after twenty-five (25) such incidents per quarter.	Cannot be cured
l.	Failure to display Contractor's name and customer service phone number on Collection Vehicles, or to otherwise be out of compliance with Section 18.08.	\$100 per incident per day.	-0- if cured in 30 days
m.	Failure to Collect a missed Collection Container by close of the next Workday upon notice to Contractor, that exceeds twenty (20) incidents within the Service Area within any Calendar Year.	\$1,000 per Calendar year, plus \$10 per incident per day.	
n.	Failure to repair (including removal of graffiti) or replace damaged Containers and/or Containers that are not in good working order within the time required by this Agreement, that exceeds twenty (20) incidents in any Calendar year.	\$1,000 per Calendar year, plus \$10 per incident per day.	
o.	Accumulation of more than forty (40) complaints per Quarter regarding documented incidences of carts left in untidy conditions (e.g., carts not left standing upright, cart lids not closed, carts left in wrong locations) by Contractor	\$1,000 per Quarter, plus \$10 per complaint beyond the first 40 complaints	
p.	Failure to maintain Collection hours as required by this Agreement.	\$500 per day.	-0- if not cured in 5 days
q.	Failure to have Contractor personnel in Contractor-provided uniforms.	\$25 per day per employee.	-0- if not cured in 30 days
r.	Failure of Contractor to follow Recyclable Materials and Organic Waste Contamination and Overage procedures as set forth under Section 5.07 and 5.10.	\$500 per day for failure to implement correction plan.	Submit for approval to City and implement plan of correction to City within 30 days.
s.	Vehicle fluid leak incidents from Contractor Collection Vehicles in excess of three (3) during a quarter.	\$500 per incident in excess of three (3)	

Item		Amount if Not Cured in 30 Days (unless otherwise specified)	If Cured
t.	Failure of Contractor to clean up spillage or litter caused by Contractor within ninety (90) minutes upon notice from the City, in excess of five (5) incidents during a calendar year.	\$100 per incident.	
u.	Failure of Contractor to provide proof of performance bond as required by this Agreement	Agreement Default	\$500 per day
v.	Failure of Contractor to provide proof of insurance as required by this Agreement	Agreement Default	\$500 per day
w.	Failure to provide City with documentation verifying Diversion, as outlined in Section 8.03, was achieved.	\$1,000 per Quarter.	Submit for approval to City and implement plan of correction within 30 days.
x.	Failure to Collect Holiday trees on Collection Days.	\$100 per day.	-0- if not cured in 7 days
y.	Failure to commence service to a new Service Recipient within seven (7) days after order.	\$150 per day.	-0- if not cured in 7 days
z.	Failure to initially respond to a Service Recipient complaint within one (1) Business Day.	\$50 per failure to resolve Customer compliant or request.	-0- if not cured in 7 days
aa.	Replacement fee when requesting a new set of keys to access City Service Unit sites.	\$500 per set of keys replaced, in addition to the cost of replacing the keys.	
bb.	Failure to pick up abandoned waste within twenty-four (24) hours upon request from the City.	\$500 per day per incident	-0- if not cured in 3 days
cc.	Failure to provide Roll-Off Containers or staff for a Neighborhood Clean-Up Event.	\$1,000 per site per event	

Item		Amount if Not Cured in 30 Days (unless otherwise specified)	If Cured
dd.	Failure to drop off a Container requested by the City in the timeframe requested, provided the City gives at least four (4) days advance notice.	\$100 per day.	-0- if not cured in 3 days
ee.	Failure to comply with any other provision in this Agreement	\$200 per incident	-0- if not cured in 30 days

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Exhibit 6
Customer Service Plan

Exhibit 6

Customer Service Plan

1. Overview

When fielding a customer request, CSRs immediately access the customer's account information in Republic's customer management system, InfoPro. Republic owns the InfoPro application and continues to invest in it. When a new technology must be integrated, Republic's IT team makes the necessary modifications. CSRs can access all pertinent customer information through InfoPro, including service address, pick-up day, rate, service level, and a complete history of service requests and resolutions.

□ After determining the customer need, the CSR inputs all required information into the customer's permanent file history and, if necessary, generate an on-line automated work order.

□ If the inquiry is simply for information or clarification about Republic programs, the CSR will answer the question and close the file.

□ If the request requires action on the part of Republic, a work order will be generated for the appropriate department to address, end the telephone call, and produce an online work order in InfoPro, that must be closed out within two (2) days.

When customers contact Republic through the My Resource web portal or mobile application, the process is automated, and information is immediately and directly sent to the proper department for prompt handling.

Each time a customer contacts Republic, inquiries and concerns are entered into InfoPro, including date, time, customer name, address, and the nature, date and manner of the resolution is also logged and sent to Drivers and Supervisors. Dispatch monitors all work orders requiring driver action. Upon receipt of a work order requiring same-day completion, a special alert is generated, and the appropriate driver is instructed as to what is needed to complete the order. In addition, each driver verbally contacts dispatch prior to completion of their assigned route to ensure all outstanding requests are fulfilled prior to returning to the operations facility.

Republic Route Supervisors spend the majority of their time working in their assigned area(s), which enables them to meet drivers at the customer location to ensure quick, permanent resolution. Drivers document completion of all same-day service orders in the system.

Common customer requests and concerns are tracked and reported by Republic business unit company-wide, which has resulted in an exceedingly high level of customer service.

2. Service Recipient Billing

- Residential customers are billed quarterly, while Commercial and Industrial customers are billed monthly.
- The initial step for the CSR is to confirm the customer's name, service address, and reason for inquiry. After listening to and stating the reason(s) for the customer call, the CSR can assist in addressing and resolving their needs. Common billing inquiries may include but are not limited to, requests for cart/container size increase or decrease, service day increase or decrease changes, customer new starts, or stopping service.
- When and if billing disputes arise, CSRs are trained to actively listen and understand the customer concern, review the invoice, and investigate and

gather supporting relevant information to successfully resolve the customer's concern.

- In the spirit of a one-call resolution, the customer's concern is typically resolved at that time. If a situation requires escalation to the Customer Service Manager, they will immediately and professionally attempt to resolve the issue to the customer's satisfaction.

3. Technology Network

Our phone systems are modern and sufficient to handle all calls from the City of Richmond customers. As the incumbent, our existing website will be updated to include all changes selected by the city.

4. Staffing Levels

There are approximately 5,636 service accounts in the City of San Pablo service area—563 accounts per each of our ten (10) CSRs. Our highly trained, engaged, and dedicated CSR team ensures an excellent customer experience with limited average wait time of only .19 second speed of telephone call answer (ASA)--below the national industry standard and exemplifying our commitment to exceed customer expectations.

5. Payment Programs

Modern day customer service is about customer options and simple solutions. Newer generations expect web-based and mobile app-based abilities to self-serve simple needs at any time of the day or night. Certainly, more complex topics may still require person-to-person interaction, but a vast majority of customer service contacts in this industry are topics that can be self-served. For this reason, Republic Services has invested to create state-of-the-website and mobile app. Our customers now can reach us 24/7 via our website, www.republicservices.com/municipality/wccc-ca.com, or via our Republic Services mobile app. Our self-service options are designed to improve overall response time, enabling resolutions to simple customer inquiries and needs anytime, anywhere with the least amount of customer inconvenience as possible. Through our website and mobile app customers can:

- Pay their bill
- Schedule an extra pick up
- Discover new services
- Receive weather and holiday service updates
- Sign up for autopay and paperless billing
- Submit inquiries or complaints
- "Track My Truck" where customers can see where a truck is currently located on route.
- Service alerts to notify residents or businesses of changes or delays. Alerts such as blocked containers will provide a notification with a photo uploaded to the app.

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Exhibit 7
Collection Service Operations Plan

Exhibit 7

Collection Service Operations Plan

Republic Services' continued growth and extensive experience in Collection programs and Diversion have situated the company in a position to ensure that necessary resources will be available during the transition period and contract term.

1. Vehicles

New ASL EV Collection vehicles are on order to service the City in preparation for a contract award. Republic Services will utilize uniquely numbered, new model year 2025 vehicles with a useful life expectancy of fifteen (15) years. This will include:

Quantity	Type	Model	Year	Useful Life
5	EV ASL	VOLT ERRA ZSL	2025	15

Collection Vehicles

Industrial											
Truck #	TYPE	YEAR	Estimated Useful Life	FUEL	Make/Model	Size	Axles	GVWR	Turning Radius	Decibels	Maximum Load Capacity
3430	Roll-Off	2020	8	Renewable	PETERBILT	N/A	3	55000	42' at 90 deg	85-95 db	10 Tons
3431	Roll-Off	2021	9	Renewable	PETERBILT	N/A	3	55000	42' at 90 deg	85-95 db	10 Tons
3432	Roll-Off	2021	9	Renewable	PETERBILT	N/A	3	55000	42' at 90 deg	85-95 db	10 Tons
3433	Roll-Off	2022	10	Renewable	PETERBILT	N/A	3	55000	42' at 90 deg	85-95 db	10 Tons
Commercial											
TRUCK	TYPE	YEAR	Estimated Useful Life	FUEL	Make/Model	Size	Axles	GVWR	Turning Radius	Decibels	Maximum Load Capacity
1220	FL	2018	6	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95 db	11 Tons
1221	FL	2018	6	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95 db	11 Tons
1221	FL	2020	8	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95 db	11 Tons
1222	FL	2020	8	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95 db	11 Tons
1223	FL	2022	10	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95 db	11 Tons
1224	FL	2019	7	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95 db	11 Tons
1225	FL	2019	7	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95 db	11 Tons
Residential											
TRUCK	TYPE	YEAR	Estimated Useful Life	FUEL	Make/Model	Size	Axles	GVWR	Turning Radius	Decibels	Maximum Load Capacity
2190	ASL	2020	8	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2191	ASL	2020	8	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2192	ASL	2020	8	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2193	ASL	2021	9	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2194	ASL	2021	9	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2195	ASL	2021	9	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2196	ASL	2021	9	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2197	ASL	2021	9	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2198	ASL	2021	9	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2199	ASL	2023	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons

2400	ASL	2023	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2401	ASL	2023	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2402	ASL	2023	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2403	ASL	2023	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2404	ASL	2023	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2405	ASL	2024	12	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2343	REL	2018	6	Renewable	PETERBILT	28 CY	3	51500	42' at 90 deg	85-95 db	8 Tons
2344	REL	2018	6	Renewable	PETERBILT	28 CY	3	51500	42' at 90 deg	85-95 db	8 Tons
2346	REL	2018	6	Renewable	PETERBILT	28 CY	3	51500	42' at 90 deg	85-95 db	8 Tons
2347	REL	2021	9	Renewable	PETERBILT	28 CY	3	51500	42' at 90 deg	85-95 db	8 Tons
2348	REL	2024	12	Renewable	ISUZU	8 CY	2	29000	46.5 deg.	85-95 db	6 Tons
2349	REL	2024	12	Renewable	ISUZU	8 CY	2	29000	46.5 deg.	85-95 db	6 Tons
2350	REL	2024	12	Renewable	ISUZU	8 CY	2	29000	46.5 deg.	85-95 db	6 Tons
2351	REL	2024	12	Renewable	ISUZU	8 CY	2	29000	46.5 deg.	85-95 db	6 Tons
570	Flatbed	2017	5	Renewable	Ford	N/A	2	10600	17' at 90 deg	85-95 db	2 Tons

a) Vehicle Specifications:

The requested vehicle specifications are identified below.

	Fuel Type	Size	# of Axles	GVWR	Capacity	# of Collection Compartments
Side Loader	EV	27	4		10	1
Side Loader	Bio Fuel	31	4	57,500	10	1
Front Loader	Bio Fuel	40	4	55,000	10	1
Scout Truck	Bio Fuel	8	2	10,800	2	1
Flat Bed	Bio Fuel	12 ft	2	10,600	n/a	1
Rear Loader	Bio Fuel	28	3	54,500	8	1

b) Reduction of Air Emissions and Wear & Tear on City Streets

All collection vehicles are in compliance with CARB's low carbon alternative fuel regulations. Consistently well-maintained collection vehicles greatly cut emissions (and noise), and optimized routes reduce vehicle miles traveled and street wear and tear. Republic has partnered with its equipment manufacturers to design vehicles that have increased carrying capacity, which minimizes trips to the transfer station, reducing vehicle miles traveled.

c) Vehicle Technology: With Republic's RISE application, Republic driver and truck locations are reported at regular time and distance intervals, providing the operations team with the whereabouts and situational awareness of the fleet and all routes during the day. Additionally, Republic utilizes geo-fencing capabilities, to set geographic boundaries for routes, which trigger alerts when vehicles cross a defined geo-fence border. This assists operation team members in determining whether drivers are on pace for on-time route completion, or whether additional support must be dispatched due to unforeseen circumstances.

d) Vehicle Maintenance Program: Republic's fleet of vehicles undergoes the most extensive preventive maintenance procedures in the industry, which leads to a safer, more efficient,

and environmentally sound collection process. Company vehicles undergo rigorous preventive maintenance procedures and comprehensive pre- and post-trip inspections which exceed industry standards to ensure the highest level of performance and safety while on route and minimal downtime.

- e) Vehicle Maintenance Schedule: Republic's reporting system for tracking vehicle maintenance, vehicle performance, and adherence to company policies relative to such is called Dossier, which enables Republic to produce weekly reports that are used by the Fleet Maintenance Manager to monitor performance and take appropriate action steps when necessary to enforce compliance with Company policy and procedure. Some of the maintenance-related reports the Dossier system produces, and which are also covered in weekly maintenance and operations meetings are:
- Maintenance Cost per Vehicle Report (with high-cost trucks noted)
 - Road Call Report
 - Towing Report
 - Drive Compliance and Error Report
 - Mechanic Productivity Report
 - Fuel and Meter Report
 - System Code Spreadsheet Report
 - Preventive Maintenance (PM) Report (with overdue PM sub-report)

2. Containers

- a. Sufficiency of Capacity: We have a durable process in place to ensure the availability of collection containers that are SB 1383 compliant for our customers.

Container Dimensions			
Container	Height	Width	Depth
20 Gallon Cart	36.2"	19.8"	26.0"
32 Gallon Cart	36.5"	19.8"	26.3"
64 Gallon Cart	41.5"	24.5"	27.5"
96 Gallon Cart	43.2"	28.0"	32.1"
1 Cubic Yard Bin	41.0"	72.0"	24.0"
2 Cubic Yard Bin	41.5"	72.0"	34.5"
3 Cubic Yard Bin	50.5"	72.0"	41.5"
4 Cubic Yard Bin	57.0"	72.0"	50.5"
6 Cubic Yard Bin	57.0"	72.0"	80.0"
7 Cubic Yard Bin	57.0"	72.0"	81.0"

- b. Bin Enclosures and Limited Space: During the assessment, we will identify bin locations and access paths that allow for safe, convenient service. Right-sizing service levels can increase waste diversion, improve collection productivity, and lead to reduced costs for customers.
- d. Container Appearance: Republic takes pride in the appearance of its equipment. The condition of all containers is audited annually, on a rolling basis, and scheduled for replacement as needed. Containers that require repairs or maintenance will be delivered to Republic's local container repair facility in Richmond.
- e. Container Durability: The containers listed above are suitable for all customers. In the event of a customer's space limitations, we can provide and have demonstrated the ability to offer optional services to meet the customer's needs.
- 1) Automated Carts: A weekly Bundled SFD Solid Waste Collection Service system with one (1) 20,32,65,95-Gallon Black Garbage Cart, one (1) 65-Gallon Blue Recyclable

Materials Cart, and one (1) 65-Gallon Green Organic Waste Cart as part of the base SFD Solid Waste Collection Service. Customers shall receive additional Recyclable Materials Carts and additional Organic Waste Carts to be included at no additional cost if requested. Carts with a capacity of 20-Gallon, 64-Gallon or 96-Gallon may be requested by Customers that can demonstrate that they (a) have cart storage space constraints and (b) do not generate sufficient quantities of a waste stream type to justify the larger size of cart.

- 2) **Commercial Bins:** Republic Services will assist commercial and multi-family customers in achieving compliance with existing and new regulations through personalized outreach and recycling technical assistance to optimize recycling and organic service levels. This includes the continued implementation of a properly signed and colored three-container system. Please refer to *the Education and Outreach section* for information pertaining to education and outreach efforts, both during transition, and ongoing.

As the incumbent, Republic Services will continue to offer solid waste, recycling, and organic collection services with a variety of collection container sizes and service frequencies to meet single-family, multi-family and commercial community needs, up to six days per week. Collections will be conducted in the following container sizes: 32-, 64 and 96-gallon carts; 1- to 7- yard front load bins; 1–2-yard rear load bins: for recyclable materials, MSW, and green/food waste organics.

Being the incumbent in San Pablo we have already implemented SB 1383 compliant programs which make our evaluation process immensely easier to accommodate each property with the proper size containers and ensure that each customer maximizes the City's participation goals.

3. **Route Operations:** Successful collection operations begin with a skillful operations supervisor who knows the business as well as your community. Your Republic Services local operations manager is responsible for the day-to-day collection operations, including development and evaluation of routing (in conjunction with the general manager), training and oversight of drivers, and implementation and enforcement of safety procedures.

- a) **Advantages to Collection Vehicles Chosen:** All collection vehicles are in compliance with CARB's low carbon alternative fuel regulations (see appendix). Consistently well-maintained collection vehicles greatly cut emissions (and noise), and optimized routes reduce vehicle miles traveled and street wear and tear. Republic has partnered with its equipment manufacturers to design vehicles that have increased carrying capacity, which minimizes trips to the transfer station, reducing vehicle miles traveled.
- b) **Driver Responsibilities:** To ensure extreme reliability and a consistently high level of customer service, Republic Services has a quality control program called Driver Service Management (DSM). DSM includes an extensive driver-lead reporting process, accompanied by regular auditing, that is focused on safeguarding against procedural failures. DSM standards guarantee that all driver issues will be addressed and completely resolved by supervisors or management within seven days of discovery.
- c) **Anticipated Driver Productivity:** During collection activities, drivers are instructed to make notes on their RISE tablets throughout the day. The objective of the post-route briefing is to collect all valuable route information from each driver to ensure operations will receive issues such as poorly sequenced routes; sales will receive items such as commercial overage issues; safety will receive information pertaining low hanging wires or dangerous dumpster locations; and maintenance will be forwarded issues such as repair and replacement needs.

San Pablo

Truck Type	Service Line	Commodities Served	# of Vehicles	# of Routes	Containers/ Hour	Route Hours	Route	Customer Passes	Crew Members/ Vehicle
RO	Industrial	MSW/Recyclable/OW	0.5	1	0.8	10	9	1-3	1
FEL	Commercial	MSW	1	1	13.5	10	9	1-3	1
FEL	Commercial	Recyclable Materials	1	1	13.5	10	9	1-3	1
ASL	Residential	MSW	1.5	1	106	10	9	1	1
ASL	Residential	Recyclable Materials	1.5	1	106	10	9	1	1
ASL	Residential	Organic Waste	1.5	1	106	10	9	1	1
REL	Residential	MSW	0.5	1	70	10	9	1	2
Flatbed	Residential	Other	0.5	0.5	10	10	9	1	1
Flatbed	Commercial	Other	0.5	0.5	10	10	9	1	1

d) Operational Communications: Successful collection operations begin with a skillful operations supervisor who knows the business as well as your community. Your Republic Services local operations manager is responsible for the day-to-day collection operations, including development and evaluation of routing (in conjunction with the general manager), training and oversight of drivers, and implementation and enforcement of safety procedures. We ensure our operations supervisors are not overloaded, nor tied to a desk. On average, we maintain a 15:1 ratio of routes to supervisors, which means that items needing attention are dealt with immediately and that the supervisor knows your community intimately. In addition, our supervisors are out on the routes regularly. At least twice per week, they conduct a ride-along with drivers on their routes. This creates great opportunities for driver mentoring, ensures quality control on the route, and keeps the supervisor directly aware and familiar with the nuances of the route and the community. Few, if any other companies in the industry, dedicate their operations staff to succeed in this manner.

e) Driver Contamination Monitoring:

For recycling and organic waste setouts, Republic drivers perform a periodic visual contamination check of the cart contents.

- If **contamination** is visible, the cart will be tagged with a "Corrective Action Notice," informing the customer why they received the notice and how to properly sort materials in the future. Subsequent infractions or ongoing unacceptable levels of contamination will also be noticed, and a fee may be assessed. A picture is taken with the RISE tablet and uploaded to the customer's account.
- As with all **Corrective Action Notices** and other route events and incidents, this information will be logged into Republic's customer database and routinely shared with the city.

f.) Annual Service Level and Billing Audit Approach

Audit Plan: To additionally mitigate any impacts to our ability to provide reliable service, Republic's customer management software application, InfoPro, automatically generates a number of reports that are routinely reviewed by Republic managers, most on a daily basis. These include:

Production Reports

This module includes:

- Route Analysis
- Route Downtime Analysis
- Customer Service History
- Daily Operating Summary
- Daily Fuel Report
- Daily Disposal Report

- Disposal Exception Report
- Daily Truck / Employee Replacement Report
- Customer Service Report
- Blocked / No Service Report

These reports are used in the daily activities of the division in order to monitor productivity and effectiveness.

- 1) Route Maps: The RISE platform was built for Republic Service employees by Republic Service employees. The RISE platform consists of three components:
 - 2) ▪ RISE Portal
 - 3) ▪ RISE Map
 - 4) RISE Tablet

The heart of the platform is the RISE Portal and the RISE Map, the portal and map feature an intuitive structure that allows users to easily assign routes, view maps, and quickly identify assets and facilities.

The RISE Map: quickly allows new or substitute drivers to visually understand the assigned work through the visual representation of the proximity between customers and disposal sites. This benefit helps eliminate unproductive time and total miles traveled, limiting impacts on the city roads and emissions.

RISE tablet: Republic Services rolled out RISE tablets to our industrial drivers starting in 2020 and to our commercial drivers in 2021/2022. The RISE tablets provide our drivers with an electronic route sheet with turn-by-turn directions to ensure the most efficient route. The navigation software uses real-time traffic conditions to avoid delays and incorporate safety mechanisms that record the truck's height, weight, and length to ensure overpasses and bridges can support our vehicles

- 1) At least once annually, beginning in 2025, Contractor or its approved designee shall conduct a Route Review for each Hauler Route. The number of Containers to review per Hauler Route shall be calculated on the basis of the number of Garbage accounts provided service by a specific Hauler Route for one week. For example, "Route A" collects Garbage from 250 accounts, 4 days per week, for a total of 1,000 accounts per week; include a minimum of 25 accounts for Route Review of "Route A". For each Route Review of a Hauler Route, Contractor shall inspect at least the following minimum number of Containers but may inspect more if Contractor deems necessary; and shall inspect all Containers placed for Collection (including Recyclable Materials Containers, Organic Waste Containers, and Garbage Containers). Each inspection shall involve lifting the Container lid and observing the contents but shall not require Contractor to disturb the contents or open any bags. Contractor may select the Containers to be inspected at random, or (if mutually agreed with City) by any other method not prohibited under the SB 1383 Regulations. For the avoidance of doubt, Contractor shall not be required to annually inspect every Container on a Hauler Route. Contractor shall include the results of each Route Review in its next regularly scheduled report to City.
- 2) Route Audit Team Training: As the incumbent we already perform annual route audits on all collection routes where we sample an appropriate number of collection containers. These annual route audits are supplemented by our sustainability advisors performing more exhaustive audits of our commercial and industrial containers.

4. Safety

- a. **Staffing Safety Requirements:** Republic Services has an industry leading safety record that has been 38% better than the industry average for the past ten years, based on OSHA data. In addition, we have been recipients of 72% of the industry's Driver and Operator of the Year awards since 2009.

- b. Republic Services maintains strict compliance with all applicable DOT (includes physical, drug, and alcohol testing), OSHA, federal, state and local safety requirements while performing all work-related functions.
- c. We recognize that a safe workforce is not simply a discussion with a new hire, but a dedicated plan to review, educate and verify employee practices constantly. .
- d. Two of Republic Services' ambitious sustainability goals are tied to specific safety metrics. These include reducing our Occupational Safety and Health Administration Total Recordable Incident Rate to 2.0 or less and
 - 1) **Training:** Republic Services has the lowest occurrence of incidents and crashes in the industry due to our company-wide emphasis on safety, extensive employee training and ongoing educational development programs. Republic Services requires all operations personnel to participate in extensive classroom training and testing, as well as on-road auditing and policy reinforcement.
 - 2) **Personal Protective Equipment:** Republic Services is committed to providing the safest collection and disposal processes possible. We recognize that effective management of worker safety and health protection is a decisive factor in reducing the extent, severity, and cost of work-related injuries and illnesses. Eye, face, head, hand, and high visibility PPE is required to be worn when applicable.

5. **Reporting**

- a. **Detailed monitoring and reporting:**
Republic Services as the responsible agent to fulfill several of its responsibilities under AB 341, AB 939, AB 1594, and SB 1383. However, San Pablo cannot delegate its authority to Republic Services for the imposing of civil penalties to non-compliant generators.
- b. **Method Used to Track Tonnage:** It is required that all collection vehicles are weighed daily after collection at each of the designated post-collection facilities. All truck weights are captured, reported, and maintained through our PC Scales software.
- c. **Process for Reporting Complaints:** We track all service recipient complaints through our InfoPro system and record notes within the customer's account. Should there be any disputes we will provide the full-service log to the Cities as required by the RFP. Please refer to our Customer Service Plan for a detailed process on the protocols for all customer service interactions.

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Exhibit 8

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Processing and Disposal Facilities

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Exhibit 8

Processing and Disposal Facilities

West County Resource Recovery – Recycling Center

- Address: 101 Pittsburg Ave. Richmond, CA 94801
- Owner/ Operator: Republic Services
- Permit Status: Current**
- Permitted Capacity: 1,200 tons per day

Republic Services has equipped the West County Resource Recovery Center with cutting-edge sorting technology, capable of processing over 200 tons of residential, commercial, and industrial recycling daily. This innovation helps meet the growing demand for recycling and empowers our customers to achieve their sustainability goals. WCRR also provides CRV recycling buyback, mattress recycling for member agency cities of the West County JPA, and Household Hazardous Waste (HHW) drop-off for all residents of West Contra Costa County. Compost giveaway is offered once a month for West County residents.

Household Hazardous Waste Facility

- Address: 101 Pittsburg Ave. Richmond, CA 94801
- Owner/ Operator: Republic Services
- Permit Status: Current** Permitted Capacity: no tons per day limit

The HHW facility offers no-cost (SFD) drop offs of common household hazardous waste materials such as automotive fluids, batteries, fluorescent light bulbs, paints, stains, solvents, etc. Drop off is currently available to all West Contra Costa County residents. Additionally, mattresses, box springs, and futons may also be dropped off at the HHW facility by Richmond.

Golden Bear Transfer Station

- Address: 1 Parr Blvd, Richmond, CA
- Owner/ Operator: Republic Services
- Permit Status: Current**
- Permitted Capacity:

BAAQMD Tonnage: 2,000 tpd; 730,000 tpy

SWFP Tonnage: 1,000 tpd 7-day average; peak of 1,400 tpd. tonnage not to go over 7,000 tons per week.

- SWFP Trips: 1,706 vehicle trips per day

The Golden Bear Transfer Station processes approximately 440 tons of municipal solid waste (MSW) per day. Materials such as metals, mattresses, tires, electronics, and carpet are diverted from the MSW pile and recovered for recycling purposes.

West Contra Costa Sanitary Landfill Organics Material Processing Facility

- Address: 1 Parr Blvd, Richmond, CA
- Owner/ Operator: Republic Services
- Permit Status: In Review**
- Permitted Capacity:
 - SWFP Tonnage: 1,134 tons/day maximum
 - BAAQMD Permit Tonnage: 130,000 tons across any consecutive 12-month period

WCCSL's 2017 CASP upgrade processes 325 tons of organics daily, achieving 50% faster composting, 25% water reduction, and 95% lower emissions compared to the old system.

West Contra Costa Sanitary Construction and Demolition Recycling Facility

- • Address: 1 Parr Blvd, Richmond, CA
- Owner/ Operator: Republic Services
- Permit Status: In Process**
- Permitted Capacity:
 - SWFP Tonnage: 196 tons/day or 51,000 tons/year
 - **BAAQMD Tonnage**
 - ♦ Concrete: 30,000 tons across any consecutive 12-month period
 - ♦ Wood: 19,000 tons across any consecutive 12-month period

The C&D facility accepts concrete, dirt, clean wood, and mixed C&D debris for recovery. On average, the facility processes approximately 27 tons of material per day.

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Exhibit 9
Sustainability and Compliance Plan

Exhibit 9

Sustainability and Compliance Plan

1. The Approach to Programs and Facility Requirements

a) Proposed Operating Procedures **Sustainability and Compliance Plan** **Transition to Zero Emission Vehicles**

Republic Services is able to transition to residential zero emission vehicles (ZEVs) by the commencement of the contract on July 1, 2025, should the city select that alternative option provided in Section 6. Our technical proposal provided in Section 4 gives our analysis on the benefits and tradeoffs associated with implementing electric vehicles.

Tracking GHG Emission Reduction

Greenhouse Gas (GhG) emissions in our industry originate from two main sources. The largest source is the GhG emissions from the decomposition of material at a modern landfill, with the landfill gas typically captured and processed to create energy or Renewable Natural Gas (RNG). The second source is the emissions of the collection fleet vehicles, based on fuel type for the vehicles. As new programs are added to a contract to divert material from the landfill, the associated GhG emissions for those materials are factored as a reduction of emissions. An example of this is the diversion of food and organics from the landfill to beneficial reuse such as compost or energy. In addition, the migration of fleet vehicles from emission producing fuels to zero emission electricity also contributes to GhG reductions overall.

Republic Services recognizes the significance of our GhG reduction efforts on the Climate Action Plans and Goals of our partner municipalities. To assist in measuring and tracking these emission reduction contributions, we are developing a *Municipal Carbon Calculator*. Our tool allows the baseline and future tracking of the collection and post-collection operation, and the changes in material composition across the customer base, as well as the evolution of fleet fuels. The tool also uses the U.S. Environmental Protection Agency's (EPA's) Emission Factors for Greenhouse Gas Inventories, the EPA's Volume-to-Weight Conversion Factors, and the EPA's Waste Reduction Model (WARM) v15.

Although the tool is in development, our initial estimate of the GHG emissions generated and avoided for the City of San Pablo is provided in the table on the next page. Moving forward, Republic Services plans to refine this tool to manage, track, and provide updated information on GHG emissions and reduction.

San Pablo GHG Table

	EST. YEARLY EMISSIONS GENERATED (METRIC TONS CO ₂ e) - 1	EST. YEARLY EMISSIONS AVOIDED (METRIC TONS CO ₂ e) - 2	EQUIVALENT TO PREVENTING - 3	EQUIVALENT TO PREVENTING - 4
Residential Customers	4,812	13,814	15,334,245	1,562,985
Commercial Customers	2,518	3,371	3,728,358	379,260
Industrial Customers	154	296	326,997	33,260
	*Emissions generated via transport and decomposition of waste in a landfill. Fewer emissions are generated by recycling and composting.	*Emissions avoided via recycling and composting, versus sending the same material to the landfill.	Coal (pounds)	Natural Gas (gallons)

1 - Represents the full life?cycle generation associated with extraction, manufacturing or processing, transportation, and end of life management of new materials.

2 - Represents the full life?cycle benefits associated with avoiding the extraction, manufacturing or processing, transportation, and end of life management of new materials.

3 - Emissions avoided through recycling and organics diversion are equivalent to the emissions that would be avoided by preventing the described use of either coal.

4 - Emissions avoided through recycling and organics diversion are equivalent to the emissions that would be avoided by preventing the described use of either gasoline.

Our methodology uses the U.S. Environmental Protection Agency's (EPA's) Emission Factors for Greenhouse Gas Inventories, the EPA's Volume-to-Weight Conversion Factors, and the EPA's Waste Reduction Model (WARM) v15. This calculator presents emissions based on models, not measurements. Therefore, the values provided shall not be used to report an exact quantification of your emissions. The values above represent the emissions released or avoided by one year of the selected services based on current service levels that have multiple assumptions to consolidate service into definable categories and weights.

b. Use of Local Vendors

We support local vendors in the following ways.

Use of local dealerships for service and repairs

We order vehicle parts from local warehouses

Improves fleet reliability

Reduces GHG emissions

Lowers downtime

We use local temp agencies exclusively

For employee engagement and sponsored events we use local restaurants and business.

2. Meeting Diversion Requirements

Diversion Programs

SFD

Republic Services shall continue to offer the following collection programs to Single Family Dwellings, Multi-Family Dwellings, commercial, and industrial customers.

- Green Container for Commingled Organic Waste

- Only food waste, yard waste, green waste, and food-soiled paper allowed in each container.

- Blue Container for Recyclables

- Traditional recyclables, such as bottles, cans, plastics, and organic waste such as paper and cardboard

- Black Container for Non-Organic Waste

- Items destined for a landfill that cannot be recycled or composted (including animal waste)

MFD & Commercial Diversion Programs

To meet the expectations of the City's RFP:

Preference for a 3-container source-separated collection system for achieving compliance with SB 1383; and high diversion goals.

Republic Services has proposed a wide range of recycling program container sizes, frequencies, and opportunities for reduced MSW collections from customers' current service levels:

- Website availability of diversion requirements

- Tips to becoming a better recycler

- Recycling insights and information

- (PBS) Where does your recycling go?

- Recycling Simplified

- Sustainability program leader initiative

- MFD service guides

- MFD brochures

- MFD toolkit

- Indoor containers – Republic Services shall provide a variety of indoor containers to support proper recycling and organics collection. Sustainability Advisors will assist in set up to ensure maximum diversion.

- Posters, guides, stickers, bin labeling – Sustainability Advisors shall provide this material during initial site visit and as needed in the future.

- Waste presentations and trainings – Sustainability Advisors will provide waste trainings to staff, managers, janitors, etc. to encourage proper sorting and program participation. Republic intends to be a fully active and committed partner to the cities in educating the customer base, enrolling them in required recycling programs, and shifting away from the voluntary mindset to comply with the

law. To achieve this, the City's mandatory participation ordinance with enforceable actions will be essential to obtaining our joint success. As will the default bundled rate program where every customer is provided with a minimum of 96-gallon once per week recycling service.

Bulky Waste Diversion Program

Republic Services has proposed a wide range of bulky waste diversion programs and information such as:

- On-call curbside household bulky items & electronic waste pickup
- Mattresses
- TVs
- White goods (refrigerators, washers, dryers, household appliances)

We utilize two of our facilities: the Household Hazardous Waste Facility to divert mattresses, box springs, and futons and the Golden Bear Transfer Station to divert materials such as metals, white goods, mattresses, tires, electronics, and carpet.

C&D Waste Diversion Program

For construction and demolition projects, services will be performed in a manner that complies with CalGreen requirements, which currently includes a 65% minimum diversion rate stipulation at all covered projects.

4. Diversion Facilities

-West County Resource Recovery – Recycling Center

- Address: 101 Pittsburg Ave. Richmond, CA 94801
- Owner/ Operator: Republic Services
- Permit Status: Current**
- Permitted Capacity: 1,200 tons per day

Republic Services has equipped the West County Resource Recovery Center with cutting-edge sorting technology, capable of processing over 200 tons of residential, commercial, and industrial recycling daily. This innovation helps meet the growing demand for recycling and empowers our customers to achieve their sustainability goals.

WCRR also provides CRV recycling buyback, mattress recycling for member agency cities of the West County JPA, and Household Hazardous Waste (HHW) drop-off for all residents of West Contra Costa County. Compost giveaway is offered.

3. Contamination Minimization

Republic Services are required to monitor containers to minimize prohibited cart contaminants. Monitoring requires annually auditing containers along every collection route to ensure all containers are correctly sorted.

A high contamination level requires more processing and negatively affects the quality of the finished product. To achieve a sustainable recyclable and organic diversion program and meet the law's monitoring requirement, and Republic Services must work together to minimize contamination in every container. Republic Services are required to monitor containers to minimize prohibited cart contaminants. Our proposed contamination minimization program will include:

- Route Reviews: Carts randomly selected and physically inspected along each route, throughout each year.
- Waste Evaluations: once per year, as directed by the city, for each customer and commodity type.
- Notify Customers: Cart/bin "Oops," tags will inform customers of proper material separation and reason for non-collection.
- Contamination Fees: Contamination fees will be charged to all customers with contaminated carts/bins after the two initial observations and subsequent "warnings," per year to address the added costs to further process and dispose of the contaminated materials.

Upon Republic's observation of contaminated materials, a customer service representative or dispatcher will contact customer that same day. If returned service is requested by the customer within two business days, Republic will return and provide service the next business day. (see alternative)

- a. Compliance Review
- b. Contamination Monitoring Plan
- c. Route Reviews
- d. Waste Evaluations
- e. Contamination Noticing and Adequate Service Levels
- f. Route Reviews & Waste Evaluations
- g. Route Review Efficiency

4. Air Emission Reduction

All collection vehicles are in compliance with CARB's low carbon alternative fuel regulations. Consistently well-maintained collection vehicles greatly cut emissions (and noise).

5. Reducing Wear and Tear on City Streets

Optimized routes reduce vehicle miles traveled and street wear and tear. Republic has partnered with its equipment manufacturers to design vehicles that have increased carrying capacity, which minimizes trips to the transfer station, reducing vehicle miles traveled.

7. Environmental Stewardship

We use renewable fuel vehicles for all collection activities.

Recycled Products – Operations

Vehicle fluids recycling

We recycle all capturable vehicle fluids through a local vendor allowing for circularity of any necessary hydrocarbon fluids.

Maintenance core returns

Most parts used within our trucks use "cores" which can be refurbished and reused within a future remanufactured part.

Use of local parts vendors to reduce GHG emissions

In order to maintain our fleet in the most efficient manner and support the local vendor network we primarily source our parts from local vendors which has a beneficial effect of reducing GHG emissions from shipping parts over long distances.

Metal recycling

We take every opportunity to recycle metals within our maintenance processes to avoid wasteful introduction of primary metals and recover some of our cost of purchase, thereby reducing rates to service recipients.

Tire recycling, All tires that are worn to the point of being removed from service or irreparably damaged are diverted from landfills via partnering with our tire partner.

- a. Water and Power Conservation /Waste Reduction and Reuse
- b. 3 stream system set up in breakrooms to capture all food waste, recycling, and trash
- c. ▪ Each desk area has recycling baskets
- d. ▪ Recycling baskets are readily available at all printer stations around the office.
- e. ▪ Nearly all employees have their own reusable water bottle.
- f. ▪ Kitchen is stocked with re-usable cups, plates, and utensils to minimize single use waste
- g. ▪ E-waste (laptops, cell phones, keyboards, printer ink) is returned to IT for recycling or internal reuse
- h. ▪ Batteries and other HHW are collected and dropped off to the HHW facility in Richmond
- i. ▪ Electricity is reduced after hours and weekends
- j. ▪ Upgraded water system – integrated filtration system that eliminates the need for single use plastic water bottles and water jugs

- k. Our office fosters a culture of sustainability through a comprehensive waste reduction and recycling program. Breakrooms boast a 3-stream system for food scraps, recyclables, and general trash, while personal recycling baskets sit at every desk. Printer stations are equipped with readily available recycling bins, and nearly all employees carry their own reusable water bottles, minimizing single-use plastic. The kitchen is stocked with reusable plates and utensils, further minimizing single-use waste. Even electronics get a second life through responsible e-waste recycling by the IT team. Responsible energy use extends to after-hours and weekends with reduced electricity consumption, and a state-of-the-art water filtration system eliminates the need for plastic water bottles. Additionally, the commitment to sustainability extends beyond waste, with electricity being conserved after hours and weekends, demonstrating our dedication to both environmental and economic responsibility
- l. Procurement
- m. Other

6. Innovative “Green Approach”

a. Electric Collection Vehicle Technology

b. Innovative Facilities

c. Polymer Center Plastic Circularity – Polymer Center

- d. With increasing desire to address the plastic recycling challenges, Republic Services offers a unique and leading ability to enable greater plastic circularity for our municipalities.
- e. There is a growing gap in the North American supply chain for recovered plastics to serve Consumer Packaged Goods (CPG) manufacturers’ increasing goals as well as state legislation mandating circularity. This is driven by the inability for traditional recycling centers to generate the CPG level quality that manufacturers need, as well as the barrier that exist for a third party to aggregate enough volume to make such business economically viable. Republic Services has a solution for this challenge.
- f. Understanding the Market
- g. Plastic packaging in North America faces a challenge to achieve circularity in recycling. For example, the likelihood of a water bottle in America becoming another water bottle is slim. This is attributed to three key factors: 1) public education, 2) lack of proper recycling opportunities, and 3) the ability of the plastic material to be properly separated and aggregated into a quality that manufacturers can accept into their production lines.
- h. Public education and proper recycling opportunities are tightly coupled. Typical PET water bottles for instance, are designed for convenience, and are likely disposed of away from home in waste containers destined for a landfill. Municipalities that work on public education, as well as comprehensive placement of recycling containers throughout the municipality, create a much higher probability that plastics will make their way to a modern recycling center, rather than a landfill.
- i. However, once plastics arrive at a modern recycling center, the technology design at these facilities yields a bale that contains a mix of cross-contamination, which means the bale
- j. contains plastic grades that are not optimized for the increasing CPG goals and quality requirements. Currently, a majority of PET that is recovered in a modern recycling center is “downcycled” into carpet and textiles.
- k. j. Of roughly 14 million tons of North American consumer packaging plastics that are generated every year, 10M tons are landfilled, and 2M tons are incinerated. Of the 2M tons that are recovered through modern recycling programs and centers,

l. Landfill Gas Recovery for Power Generation

Carbon Calculator

m. Covered Aerated Static Pile (CASP) System

n. In 2017, WCCSL transitioned from a windrow compost system to a Covered Aerated Static Pile (CASP) system. The new CASP system utilizes components directly from landfill gas collection system equipment including HDPE headers and aerators, blower systems, and state-of-the-art SCADA system temperature and moisture controls. Advantages of the CASP are up to 95% reduction in emissions when compared to the windrow system, 50% reduction in composting time, and 25% reduction in water use

o. The facility receives approximately 85,000 tons per year (or about 325 tons per day) of organics.

p. All facilities are local.

q. Compost is donated back to community via compost giveaways.

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Exhibit 10
Education and Outreach Plan

Exhibit 10

Education and Outreach Plan

1. Prior to Service Start Activities

Notification to all customers of the contract being awarded to Republic.

We will include language on future communications detailing any new and enhanced services.
Issue procurement fee and performance bond to city.

Establish weekly progress meetings with city staff to review implementation and required procurement of new equipment.

Create, print, and distribute required new contract education and outreach materials.

Procure any other equipment associated with any optional services selected by the city.

Develop any additional new routes associated with selected new services.

Establish communication protocol for dispatching abandoned waste collections with city staff.

Review and update, if necessary, public receptacle and bus stop collection schedules.

Update Republic Services website with new agreement programs and services.

Establish one virtual community townhall to provide overview of new and enhanced services.

2. Implementation Programs

Schedule of Materials/Service Brochures

Republic Services will implement and distribute the following education and outreach materials currently in practice today as well as required by the Draft Agreement:

- School education and outreach (annually, on or before September 30th)
- Recyclability of materials brochure (one-time, to all ratepayers)
- Acceptable/unacceptable organics brochure (one-time, to all ratepayers)
- Compliance notices (as needed and ongoing)

Technical assistance site visits (at least 20 phone calls per month and 40 site visits across all commercial customers. Each customer will be visited once every five years.) \

How-to posters (distributed during site visits)

Public events and booths (on-call)

- Various outreach (on-call):
 - Local paper
 - News Websites
 - Social Media
 - HOAs
 - Civic Groups

Annual service brochure (annual to all ratepayers)

Quarterly newsletters (value added service offering by Republic Services)
City specific website (ongoing)

Acceptable materials labeling (upon distribution of new carts)

Additional programs and services (as agreed upon between Republic and city per Section 20.12 of the draft agreement)

Community Meetings: Republic Services may schedule meetings and/or public presentations to HOAs, business and neighborhood groups, volunteer organizations, etc. to provide recycling-related information and encourage compliance with programs/mandatory collection services.

Written Notices and Outreach Material: Service guides shall be mailed to each new customer which include Republic Services' Residential Service Guide. This service guide outlines sorting of materials for proper disposal shown through both text and images. It shall also outline the proper handling of universal and hazardous wastes, proper cart set-out procedures, weekly collection schedule, holiday schedule and additional resources for customers. Republic Services shall prepare and distribute an annual mailer promoting compost giveaways, Christmas tree collection, and other collection activities. The direct mail piece shall include the date and time of each event, regular weekly collection schedule, acceptable materials for collection and any relevant set-out instructions. Republic Services shall prepare and distribute quarterly newsletters to all customers that creatively inform residents and businesses about collection and waste reduction programs.

City, School, Facilities, and Business Community Programs: In pursuit of maximizing waste diversion within the City of San Pablo, Republic Services, proposes a multifaceted approach encompassing targeted community campaigns and empowered Sustainability Advisors. Republic Services proposes the following:

- Increase diversion through targeted campaigns.
- Comprehensive service guide for commercial customers and staff
- Maximize diversion and compliance via site visits, waste audits and contamination tags.
- Highlight and award exemplary commercial businesses.
- Offer interior recycling.

City Staff Training: We will commit to collaborating with city staff and developing training education materials tailored to the city staff, public works facilities, and processes to achieve the highest level of diversion.

Engaging residents of MFDs: To empower the City of San Pablo's MFD communities to become active participants in responsible waste management, Republic Services proposes a comprehensive recycling initiative built on three pillars: information, engagement, and convenience. To achieve ambitious state diversion goals, Republic Services prioritizes aggressive public education, particularly targeting MFDs. Through dedicated outreach efforts, we empower MFDs to become active participants in responsible waste management:

Engaging Spanish-speaking residents:

Translating educational materials into Spanish.

Recognizing diverse voices, Spanish presentations may be delivered by bilingual Sustainability Advisors and shall ensure inclusivity for ESL students, effectively educating and engaging a broader audience to participate in waste diversion.

3. Methods to Reduce Contamination:

Produce and distribute Multi-Family Service Guide and other collateral materials designed specifically to reach multi-family residents. These items shall describe topics such as: how to prepare and sort materials for disposal collection. The Guide will be printed in sufficient numbers for distribution to all impacted multi-family customers.

4. Benefits of Participation: In addition to meeting the requirements of the RFP, Republic offers several value-added services that are benefits of our partnership together. Many of these also translate into differentiators that the cities enjoy with a Republic partnership that they would not otherwise receive from other bidders. For over 100 years, Republic Services and its predecessor subsidiary, Richmond Sanitary Service, has been a trusted partner with the City of San Pablo. In every sense we are truly a fabric of the community, and our partnership is generational, having employed second and third generation employees who proudly live and work in the city of San Pablo. This, in combination with our philosophy to provide competitive pay, health and welfare benefits including retirement, makes Richmond Sanitary Services/Republic Services an employer of choice in the community. Our recycling, composting and solid waste services combined with the administrative support, generates 40 of jobs in the City of San Pablo. As a Company and community partner, we recognize that technical training schools and the costs associated with acquiring the required skill sets and certifications for certain positions at our company can be a hardship. This recognition has led Republic Services to invest in and establish an internal Renewable Fuels Technician Training School and Commercial Driver's License program creating a pathway for potential employees to learn the necessary skills leading to a rewarding skill and trade. Consistent on-the-job training and education is available to employees through partnerships with vendors and financial contributions to the Trade Unions Apprenticeship Program. It is our commitment to continuous training and development that creates lasting careers for our employees and the community. Our investment in employee development and advancement leads to low employee turnover and overall, a positive employee experience.

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Exhibit 11
Acceptable Recyclable Materials

Exhibit 11
Acceptable Recyclable Materials
Recyclable Materials include but are not limited to:

<u>Aluminum cans</u> <u>Aerosol cans</u> <u>Aseptic containers</u> <u>Brochures</u> <u>Cardboard</u> <u>Cereal boxes</u> <u>Clothes hangers (both plastic and metal)</u> <u>Computer paper</u> <u>Coupons</u> <u>Envelopes</u> <u>Frozen food boxes and trays</u> <u>Glass bottles/jars</u> <u>Glass cosmetic bottles</u> <u>Junk mail</u> <u>Laundry bottles</u>	<u>Magazines/catalogs</u> <u>Newspaper</u> <u>Paper</u> <u>Paper tubes</u> <u>Phone books</u> <u>Pizza boxes</u> <u>Plastic containers #1-#7</u> <u>Plastic film</u> <u>Plastic milk jugs</u> <u>Plastic bags</u> <u>Tin cans</u> <u>Tissue boxes</u> <u>Wrapping paper</u>
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Exhibit 12
Electric Vehicles

1. **Electric Vehicle Side-Loader Collection Service Requirement:** Except as provided herein, side-loading Collection Vehicles (i.e., all Collection Vehicles that service exclusively Carts) operated by Contractor in performing the services required by the Agreement shall be operated via electricity (i.e., “Electric Vehicles”) and not internal combustion engines (i.e., “non-Electric Vehicles”).
2. **Exceptions to Side-Loader Collection Service Requirement:** Contractor may operate side-loading Collection Vehicles performing the services required by the Agreement that are non-Electric Vehicles only in the following events. In such cases, Contractor shall employ Collection Vehicles that utilize low carbon fuel (per Section 18.03 of this Agreement).
 - a. **Breakdown:** An Electric Vehicle breaks down during completion of a route and no other Electric Vehicles are available for route completion. Contractor shall provide written notice to the City within 48 hours of such an occurrence.
 - b. **Inability to Charge:** The Contractor’s electricity service provider is unable to provide electricity for Electric Vehicle charging. Contractor shall provide written notice to the City at least 48 hours in advance of planned event and shall provide written notice within 48 hours after an un-planned event.
 - c. **Events of Force Majeure:** Including without limitation the events and circumstances set forth in Section 25.05 of this Agreement.
 - d. **Other Circumstances Beyond Contractor’s Control:** Including manufacturing defects, recalls, retrofit requirements, and documented failure of EV technology resulting in the inability to conduct the services required by this Agreement.
 - e. **Permanent Inability to Perform:** In the event of permanent inability to operate side-loading Collection Vehicles that are Electric Vehicles as a result of conditions described in provision 2.c or 2.d, Contractor shall implement reductions in the Maximum Service Rates of \$2.13 per Cart for Cart accounts and \$2.33 per yard for Bin accounts, with such amounts being escalated by the annual CPI Adjustment Calculation per Section 6.03.1 of the Agreement.
3. **Contingency Plan for Inability to Charge:** Contractor shall develop and implement a Contingency Plan, to be approved by the City, regarding Contractor’s performance of side-loading Collection operations if Contractor’s electricity service provider is unable to provide electricity for Electric Vehicle charging. Such Contingency Plan shall address both planned and un-planned events, shall include details regarding Contractor’s

notification of such events to the City, and shall also address short-term (i.e., hours or a single day) vs. long-term (i.e., multi-day) events.

4. **Electric Vehicle Specifications:** Contractor shall provide City with specifications documenting that, as of the Commencement, five (5) side-loading Collection Vehicles operated by Contractor in performing the services required by the Agreement are Electric Vehicles. Such documentation shall be provided to the City in writing prior to the Commencement Date of the Agreement and Contractor shall provide updated specifications to the City any time a change in Electric Vehicle specifications occur. The five (5) side-loading Collection Vehicles that are Electric Vehicles represent the number of needed side-loading Collection Vehicles proposed by Contractor to the City in its 2024 proposal; if additional side-loading Collection Vehicles are needed during the Agreement Term (e.g., due to growth in accounts and/or containers serviced by side-loading Collection Vehicles) the City and Contractor will meet and confer regarding appropriate adjustments to the terms and conditions of this Exhibit.

5. **Charging Station Specifications:** Contractor shall provide City with the specifications of the charging stations used to charge Electric Vehicles. Such documentation shall be provided to the City in writing prior to the Commencement Date of the Agreement and Contractor shall provide updated specifications to the City any time a change in charging station specifications occur. Contractor will review opportunities to install solar for electric charging throughout the term of the Agreement when it provides a fiscal benefit.

6. **Maintenance Requirements:** Contractor shall perform all maintenance necessary as recommended by the vehicle manufacturers.

7. **Quarterly Reporting Requirements:** Contractor shall provide quarterly written reports to the City that include the following information. Reports for the prior quarter shall be provided by the 30th of the month following the end of the quarter.

- a. All instances of Breakdown per Section 2.a of this Exhibit, including the date, time, route number, the identification number of the Electric Vehicle, and the identification number of the substituting non-Electric Vehicle. Contractor shall include a summary of the cause of Breakdown and maintenance activities performed to resolve it.

- b. All instances of Inability to Charge per Section 2.b of this Exhibit, including the date, time, affected route numbers, and the identification numbers of the substituting non-Electric Vehicles. Contractor shall include a summary of the cause of Inability to Charge, duration of Inability to Charge event, and maintenance activities performed to resolve it.

3832 c. All instances of a non-Electric Vehicle operating on a side-loading route
3833 that were not subject to the Exceptions listed in Section 2 of this Exhibit,
3834 including the date, time, affected route numbers, and the identification
3835 numbers of the substituting non-Electric Vehicles. Contractor shall include
3836 a summary of the reason that non-Electric Vehicle was deployed on a
3837 side-loading route.

3838 8. **Additional Reporting:** Contractor shall, upon City request, provide reports to the
3839 City that include the following information.

3840 a. Summary of amount of average daily electricity used to charge an Electric
3841 Vehicle.

3842 b. Summary of average annual costs per Electric Vehicle for charging and
3843 maintenance and a comparison of that average to average annual costs
3844 for non-Electric Vehicle fueling and maintenance.

3845 c. Summary of average annual costs per charging station for maintenance.

3846 d. Copies of Contractor's reporting documents submitted to the California Air
3847 Resources Board as required by the Advanced Clean Fleets regulation.

3848 9. **Other Reporting Requirements:** Contractor shall work collaboratively with the
3849 City in providing information to the public about Electric Vehicles. Contractor shall
3850 provide information requested by the City for public outreach and education
3851 purposes (i.e., photographs of Electric Vehicles, information about Electric
3852 Vehicle performance, etc.). Contractor shall also provide information requested
3853 by the City necessary for securing funding (i.e., grant funding) to offset the
3854 amount of ratepayer compensation to Contractor for implementation of Electric
3855 Vehicles. Contractor shall respond to all such requests within fifteen (15)
3856 business days.

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