

**AMENDED AND RESTATED AGREEMENT  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
WASTE CONNECTIONS OF CALIFORNIA, INC. D/B/A GREENTEAM OF SAN JOSE  
FOR SOLID WASTE SERVICES**

**THIS AGREEMENT** is effective on the 1st day of July, 2021 (the “Effective Date”), by and between the City of San José, a municipal corporation of the State of California (“CITY”), and Waste Connections of California, Inc. dba GreenTeam of San José, a California corporation (“CONTRACTOR”).

**WHEREAS**, CITY and CONTRACTOR entered into that certain AGREEMENT BETWEEN THE CITY OF SAN JOSE AND GREENTEAM OF SAN JOSE FOR RECYCLE PLUS INTEGRATED WASTE MANAGEMENT SERVICES whereby CONTRACTOR provided integrated waste management services for the Recycle Plus Program from March 28, 2001 with options to extend through June 30, 2013; and

**WHEREAS**, CITY and CONTRACTOR also entered into that certain AGREEMENT BETWEEN THE CITY OF SAN JOSE AND GREENTEAM OF SAN JOSE FOR INTEGRATED COLLECTION SERVICES AT CITY FACILITIES from July 1, 2007 with options to extend through June 30, 2012; and

**WHEREAS**, on September 26, 2011, CITY and CONTRACTOR continued their contractual relationship and entered into that certain AGREEMENT BETWEEN THE CITY OF SAN JOSE AND WASTE CONNECTIONS OF CALIFORNIA, INC. D/B/A GREENTEAM OF SAN JOSE FOR SOLID WASTE SERVICES (“September 26, 2011 Agreement”) to continue to provide integrated waste management services for the Recycle Plus Program retroactive from July 1, 2010 through June 30, 2021; and

**WHEREAS**, on November 25, 2015, CITY and CONTRACTOR amended the September 26, 2011 Agreement, through that certain FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SAN JOSE AND WASTE CONNECTIONS OF CALIFORNIA, INC. dba GREENTEAM OF SAN JOSE FOR SOLID WASTE SERVICES, to exclude multi-family large item collection service from the maximum compensation limit; to allow for large items to be collected in roll-off bins to accommodate the needs of large multi-family complexes throughout the City; and to add an optional service rate for City facility locations that provide an enhanced compactor service; and

**WHEREAS**, on June 18, 2019, the City Council authorized the CITY to negotiate and execute an agreement with CONTRACTOR through June 30, 2036, in accordance with the term sheets accepted by City Council on January 15, 2019; and

**WHEREAS**, on April 20, 2021, the term sheet with CONTRACTOR was amended to include Large Item Collection Service, and the City Council authorized the CITY to negotiate and execute an agreement with CONTRACTOR that included Large Item Collection Service in accordance with the amended term sheet accepted by City Council on April 20, 2021; and

**WHEREAS**, CITY and CONTRACTOR desire to enter into an Amended and Restated Agreement for a term beginning July 1, 2021 through June 30, 2036, which beginning July 1, 2021 will supersede any and all prior agreements for solid waste services; and

**WHEREAS**, continuing CONTRACTOR's services through June 30, 2036 would ensure continuity of service for more than 300,000 Recycle Plus customers; will benefit the CITY through the implementation of customer service performance standards and metrics, the upgrading of CONTRACTOR's collection fleet to compressed natural gas, accommodating for regulations imposed by the State of California under Senate Bill 1383; assign outreach functions to the CITY; and implement other program enhancements that can be achieved at a reduced cost to the CITY; and

**WHEREAS**, the Negative Declaration was prepared under File No. PP10-055 was adopted on June 18, 2010 in accordance with the requirements of the California Environmental Quality Act; and

**WHEREAS**, this project is consistent with the Determination of Consistency with Envision San José 2040 General Plan Final Program Environmental Impact Report (Resolution No. 76041), Envision San José 2040 General Plan Supplemental EIR (Resolution No. 77617), and Addenda thereto under File No. PP19-037; and

**WHEREAS**, the amended and restated AGREEMENT BETWEEN THE CITY OF SAN JOSE AND WASTE CONNECTIONS OF CALIFORNIA, INC. D/B/A GREENTEAM OF SAN JOSE FOR SOLID WASTE SERVICES is hereinafter referred to as "Agreement;"

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, AGREEMENTS AND CONSIDERATIONS CONTAINED HEREIN, CITY AND CONTRACTOR HEREBY AGREE AS FOLLOWS:**

## ARTICLE 1. DEFINITIONS

For the purpose of this Agreement, the definitions contained in this Article shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Article, the definition of such word or phrase as contained in Chapter 9.10 of the San José Municipal Code shall control. 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 shall include the feminine gender.

### 1.1 **Business.**

All retail, professional, wholesale and industrial facilities and any other commercial enterprises offering goods or services to the public.

### 1.2 **Business Day.**

Any day Monday through Friday that is not designated as a public or bank holiday. As of the date of this Agreement, holidays include: New Year's Day; Martin Luther King, Jr., Day; President's Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; and Christmas Day, as may be amended.

### 1.3 **Business Service Unit.**

Any Business located in a Mixed Use Dwelling that elects to utilize SFD Collection Service or MFD Collection Service and is approved for such service under CITY's Recycle Plus Program requirements, and any Business that generates less than one (1) cubic yard of Garbage per week and is included in CITY's residential collection program.

### 1.4 **Central Business District.**

The Central Business District ("CBD") as described in San José Municipal Code Section 9.10.1500 and as set forth in Exhibit 6 ("CENTRAL BUSINESS DISTRICT AND TRANSIT MALL ZONE") to this Agreement.

### 1.5 **City Facility Collection Service.**

City Facility Solid Waste Collection Service and City Facility Recycling Service.

### 1.6 **City Facility Solid Waste Collection Service.**

The collection of City Facility Solid Waste from City Facility Service Units and the delivery of that City Facility Solid Waste to the Compostable Waste Processing Facility.

### 1.7 **City Facility Recycling Service.**

The collection of Recyclable Material from the City Facility Service Units to the Materials Recovery Facility, and the processing and marketing of the Recyclable Material.

### 1.8 **City Facility Service Unit.**

Parks, fire stations, libraries, corporation yards, community centers, and other CITY properties listed in Exhibit 8 ("CITY FACILITY SERVICE UNITS") to this Agreement.

**1.9 City Facility Solid Waste.**

Garbage and Rubbish resulting from the normal activities of City Facility Service Units with the exception of Exempt Waste.

**1.10 City Facility Solid Waste and Recycling Container.**

Garbage Bin, Recycling Bin, Recycling Cart, Roll-Off Container, and Compactor located at a City Facility Service Unit.

**1.11 City Representative.**

The person, or the person's designee(s), designated by the City Manager to administer and monitor this Agreement.

**1.12 Collection Services.**

SFD Collection Service, MFD Collection Service, and City Facility Collection Service.

**1.13 Compactor.**

Any Roll-Off Container which has a compaction mechanism, whether stationary or mobile.

**1.14 Compostable Waste.**

Vegetable and other food scraps including meat, dairy products, kitchen grease and bones; paper and cardboard that have been contaminated with food, fat or kitchen grease; compostable paper associated with food preparation or food consumption such as paper towels, paper plates, tissue, waxed paper and waxed cardboard; and other materials designated by the City Representative that are capable of being composted. The material must be generated at the Service Unit from which it is collected.

**1.15 Compostable Waste Processing Facility.**

The GreenWaste Recovery facility located at 625 Charles Street, San José, CA, or such other facility that is approved in advance by the Director and that is designed, operated and permitted for the processing and transfer of Residential Solid Waste, Organic Waste, Recyclable Materials, City Facility Solid Waste, and waste from public litter containers.

**1.16 Composting Facility.**

The Z-Best composting facility located at 980 State Highway 25, Gilroy, California 95020, or such other facility that is approved in advance by the Director and that is designed, operated and permitted for the purpose of receiving, and processing Compostable Waste.

**1.17 Courtesy Notice.**

A form approved by the City Representative and used by CONTRACTOR to inform Service Recipients that a courtesy collection occurred even though materials may not have been set out by the Service Recipient according to program instructions.

**1.18 Customer Service System.**

The computer-based system designated by CITY for service records, billing, reporting and other operations data for the Recycle Plus Program.

**1.19 Disposal Facility.**

The Newby Island Landfill, located at 1601 Dixon Landing Road, San José, CA or such place or places designated by the City.

**1.20 Director.**

The CITY's Director of Environmental Services or designee.

**1.21 Dwelling Unit.**

Any individual living unit in a single family dwelling (SFD), multi-family dwelling (MFD), or Mixed-Use Dwelling (MUD) intended for or capable of being utilized for residential living. Dwelling Unit does not include an individual living unit in a hotel or motel, guesthouse, residential care facility, extended care facility, sorority or fraternity house, school, dormitory, residential service facility, emergency residential shelter, hospital, convent, or monastery, as determined by the City Representative.

**1.22 E-Waste.**

Discarded electronics equipment such as cell phones, computers, monitors, televisions, and other items containing cathode ray tubes (CRTs).

**1.23 Exempt Waste.**

Biohazardous or biomedical waste which may cause disease or reasonably be suspected of harboring pathogenic organisms including human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing and surgical gloves from the operation of medical clinics, hospitals, and other facilities that process this waste; Hazardous Waste; the accumulated solids, Residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any other such waste having similar characteristics or effects (biosolid); stable matter; yard trimmings or lumber that is more than five (5) feet in length in its longest dimension or more than two (2) feet in diameter, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, and those wastes under the control of the Nuclear Regulatory Commission, but not including those materials defined as Large Items or Recyclable Material.

**1.24 Fiscal Year.**

Each twelve (12) month period beginning July 1 and ending June 30 during the term of this Agreement.

**1.25 Garbage.**

All putrescible and non-putrescible waste which generally includes, but is not limited to, kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with, or results from the storage, preparation, cooking or handling of food materials attributed to normal activities of a Service Unit. Garbage must be generated at the Service Unit from which the Garbage is collected. Garbage does not include those items defined as Exempt Waste, and does not include materials collected as Compostable Waste.

**1.26 Garbage Bin.**

A metal or plastic container, with a capacity of from one (1) cubic yard up to and including eight (8) cubic yards, designed or intended to be mechanically dumped into a loader packer type garbage truck, that is approved for such purpose by the City Representative. The specifications for Garbage Bins to be provided under the terms of this Agreement are set forth in Exhibit 15 (“CONTAINER SPECIFICATIONS AND PERFORMANCE CRITERIA”) to this Agreement.

**1.27 Garbage Cart.**

A heavy plastic receptacle having a hinged tight-fitting lid and wheels, that is approved by the City Representative for use by Service Recipients for SFD Solid Waste Collection Service under this Agreement. The specifications for Garbage Carts, including capacity, are set forth in Exhibit 15 (“CONTAINER SPECIFICATIONS AND PERFORMANCE CRITERIA”) to this Agreement.

**1.28 Hazardous Waste.**

Any material that is defined as a hazardous waste under California or United States law or any regulation promulgated pursuant to such law, as such law or regulation may be amended from time to time, but not including materials defined as E-Waste, Used Oil or Used Oil Filters that can be Recycled.

**1.29 Homeowners Association.**

A corporation of residential owners joined in an association to govern and manage the shared real estate of a multi-unit property, which has the authority to sign service agreements on behalf of the property owner.

**1.30 Large Items.**

Those materials listed in Exhibit 14 (“LARGE ITEMS”) to this Agreement. Large Items must be generated at the Service Unit from which the Large Items are collected.

**1.31 Large Yard Trimmings.**

Oversized Yard Trimmings such as tree trunks and branches with a diameter between six (6) inches and two (2) feet, and a length of not more than five (5) feet in its longest dimension, which are attributed to the normal activities of a Service Unit. Large Yard Trimmings must be generated at the Service Unit from which the Large Yard Trimmings are collected.

**1.32 Market Specifications.**

Those specifications identified in the Institute of Scrap Recycling Industries, Inc. (ISRI), "Scrap Specifications, Circular 2018 (or the most current version of this document), guideline for Nonferrous Scrap, Ferrous Scrap, Glass Cullet, Paper Stock, Plastic Scrap, Electronics Scrap, Tire Scrap, or such other set of market standards as may be designated by the CITY.

**1.33 Materials Recovery Facility.**

The material recovery facility located at 625 Charles Street, San José, California, or such other facility that is approved in advance by the Director and that is designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Recyclable Material for sale.

**1.34 MFD Collection Service.**

MFD Solid Waste Collection Service, MFD Large Item Collection Service, and MFD Recycling Service.

**1.35 MFD Large Item Collection Service.**

The periodic on-call collection of Large Items from MFD Service Units and the delivery of those Large Items to the Compostable Waste Processing Facility or such other facility as is appropriate under the terms of this Agreement and approved in advance by the City Representative.

**1.36 MFD Property Management.**

Property Manager, Homeowners Association, or owner of a MFD Service Unit.

**1.37 MFD Recycling Service.**

The collection of Recyclable Material from MFD Service Units, the delivery of those Recyclable Material to a Materials Recovery Facility, and the processing and marketing of those Recyclable Material.

**1.38 MFD Service Districts.**

Those areas designated as District A and District B/C on the map set out in Exhibit 5 ("RECYCLE PLUS SERVICE DISTRICTS") to this Agreement.

**1.39 MFD Service Unit.**

Any combination of Dwelling Units or Business Service Units in the MFD Service Districts utilizing a common Garbage Bin for the accumulation and set out of Residential Solid Waste.

**1.40 MFD Solid Waste and Recycling Container.**

Garbage Bins, Recycling Bins, and Recycling Carts used for MFD Collection Service.

**1.41 MFD Solid Waste Collection Service.**

The collection of Residential Solid Waste from MFD Service Units and the delivery of that Residential Solid Waste to the Compostable Waste Processing Facility.

**1.42 Mixed Use Dwelling.**

A building or structure which contains both Business(es) and Dwelling Unit(s).

**1.43 Non-Collection Notice.**

A form approved by the City Representative and used by CONTRACTOR to notify Service Recipients of the reason for non-collection of materials set out by the Service Recipient for collection by CONTRACTOR pursuant to this Agreement.

**1.44 Non-Program Material.**

Material generated at the Service Unit which are collected as part of the provision of SFD, MFD and City Facility Recycling Collection Service, SFD Used Oil Collection Service and have been approved by the Director for inclusion in the Material Recovery Standard (MRS) set forth in Article 19 of this Agreement. Materials include Post-Processing Commingled Recyclable Material, Used Oil, Used Oil Filters, car batteries, electronic waste, tires, concrete, Yard Trimmings, Compostable Waste, wood, and helium or propane compressed gas tanks or cylinders.

**1.45 Post-Processing Commingled Recyclable Material.**

Materials collected as part of the SFD Recycling Service, MFD Recycling Service, and City Facility Recycling Service that cannot be separated by categories as defined by the Institute of Scrap Recycling Industries, Inc. (ISRI) "Scrap Specifications Circular 2018" (or the most current version of this document).

**1.46 Process.**

The act of separating Recyclable Material collected under the terms of this Agreement by type, in accordance with the procedures set forth in Article 10 ("RECYCLABLE MATERIAL PROCESSING"), such that each material type meets Market Specifications and can be sold for its highest and best use.

**1.47 Property Manager.**

The person that manages residential property and has the authority to sign a service agreement on behalf of the property owner.



**1.48 Rebuilt Vehicle.**

A vehicle with replaced parts, and reconditioned or replaced hydraulic systems, transmissions, differentials, electrical systems, engines, and brake systems. The Rebuilt Vehicle must also be repainted and its tires must have at least eighty-five percent (85%) of tread remaining.

**1.49 Recyclable Material.**

Newsprint (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, Kraft brown bags and paper, paperboard, paper egg cartons, office ledger paper, and telephone books); glass containers; aluminum beverage containers; small scrap and cast aluminum (not exceeding sixty (60) pounds in weight nor two (2) feet in any dimension for any single item); steel including "tin" cans and small scrap (not exceeding sixty (60) pounds in weight nor two (2) feet in any dimension for any single item); bimetal containers; mixed plastics such as plastic bags, plastic film, plastics (1-7), bottles including containers made of HDPE, LDPE, PET, or PVC, and mixed rigid plastics; textiles; aseptic containers; and other materials (except Non-Program Material) that are capable of being Recycled and that would otherwise be disposed of as Residential Solid Waste and City Facility Solid Waste as mutually agreed upon in writing by CONTRACTOR and the City Representative. Recyclable Material must be generated at the Service Unit from which the Recyclable Material is collected and does not include items defined as Exempt Waste.

**1.50 Recycle.**

Process and market in a manner that meets the requirements of the California Integrated Waste Management Act, Public Resources Code Section 40000 *et seq.*, for inclusion of the materials in the calculation of diversion from landfill disposal for the purposes of the solid waste diversion requirements of the Act. Recycle does not include transformation as described in Public Resources Code Section 40201, and does not include stockpiling or storage by CONTRACTOR or any other person.

**1.51 Recycling Bin.**

A plastic or metal container, with a capacity of from one (1) cubic yard up to and including eight (8) cubic yards, that is designed or intended to be mechanically emptied into a loader packer type recycling truck, that is approved by the City Representative for use by Service Recipients for MFD and City Facility Recycling Service and that is appropriately labeled as a Recycling Bin. The specifications for Recycling Bins to be provided under the terms of this Agreement are set forth in Exhibit 15 to this Agreement.

**1.52 Recycling Cart.**

A heavy plastic receptacle having a hinged tight-fitting lid and wheels, that is approved by the City Representative for use by Service Recipients for MFD Recycling Service, SFD Recycling Service or City Facility Recycling Service and that is appropriately

labeled as a Recycling Cart. The specifications for Recycling Carts, including capacity, are set forth in Exhibit 15 to this Agreement.

**1.53 Residential Solid Waste.**

Garbage and Rubbish resulting from the normal activities of a SFD and MFD Service Unit. Residential Solid Waste must be generated at the SFD and MFD Service Unit from which the Residential Solid Waste is collected and does not include items defined as Exempt Waste.

**1.54 Residential Waste.**

Residential Solid Waste, Large Items, Used Oil, and Used Oil Filters.

**1.55 Residue.**

Recyclable Materials that are delivered to the CONTRACTOR's Material Recovery Facility for Processing, but which were not Processed by the CONTRACTOR in a manner that meets Market Specifications, and that were subsequently removed from the CONTRACTOR's Materials Recovery Facility and disposed; and Residential Solid Waste and City Facility Solid Waste which cannot be composted or recycled.

**1.56 Roll-Off Collection Service.**

The collection of Roll-Off Containers containing Yard Trimmings, Large Items or construction and demolition debris from SFD Service Units, MFD Service Units, Small Civic Service Units or Businesses, or City Facility Service Units; and transported to an appropriate facility.

**1.57 Roll-Off Container.**

A metal container that is normally loaded onto a motor vehicle.

**1.58 Rubbish.**

All refuse, accumulation of paper, excelsior, rags, wooden boxes and containers, sweep-ups and all other accumulations of a nature other than Garbage and Yard Trimmings, resulting from the normal activities of a Service Unit. Rubbish must be generated at the Service Unit from which the Rubbish is collected. Rubbish does not include items defined as Exempt Waste.

**1.59 Service Recipient.**

A Business Service Unit, Small Civic Service Unit, City Facility Service Unit, or a resident of the City of San José residing in a SFD Service Unit or a MFD Service Unit that receives services pursuant to this Agreement.

**1.60 Service Unit.**

Any Small Civic Service Unit, SFD Service Unit, MFD Service Unit or City Facility Service Unit.

**1.61 SFD Collection Service.**

SFD Solid Waste Collection Service, SFD Recycling Service, SFD Large Item Collection Service, and SFD Used Oil Collection Service.

**1.62 SFD Large Item Collection Service.**

The periodic on-call collection of Large Items from SFD Service Units and Small Civic Service Units in the SFD Service District and the delivery of those Large Items to the Compostable Waste Processing Facility or such other facility as is appropriate under the terms of this Agreement and approved in advance by the City Representative.

**1.63 SFD Recycling Service.**

The collection of Recyclable Material from SFD Service Units and Small Civic Service Units in the SFD Service District, the delivery of those Recyclable Material to the Materials Recovery Facility, and the Processing and marketing of those Recyclable Material.

**1.64 SFD Service District.**

That area designated as District B on the map set out in Exhibit 5 to this Agreement.

**1.65 SFD Service Unit.**

Any Dwelling Unit or Business Service Unit in the SFD Service District utilizing a Garbage Cart, or any combination of Dwelling Units or combination of Business Service Units and Dwelling Units, sharing Garbage Carts, for the accumulation and set out of Residential Solid Waste.

**1.66 SFD Solid Waste Collection Service.**

The collection of Residential Solid Waste from SFD Service Units and Small Civic Service Units in the SFD Service District and the delivery of that Residential Solid Waste to the Disposal Facility.

**1.67 SFD Used Oil Collection Service.**

The collection of Used Oil in Used Oil Containers and Used Oil Filters in Used Oil Filter Containers from SFD Service Units and Small Civic Service Units in the SFD Service District and the appropriate disposition of the Used Oil and Used Oil Filters in accordance with the requirements of this Agreement.

**1.68 Small Civic Service Unit.**

Those neighborhood parks, fire stations, and other CITY properties as set forth in Exhibit 7 ("SMALL CIVIC SERVICE UNITS") to this Agreement.

**1.69 Small Commercial Business.**

A Business that generates less than one (1) cubic yard solid waste per week, and is included in the residential collection program.

**1.70 Tagged Garbage Bag.**

A plastic bag meeting the requirements specified in Chapter 9.10 of the San José Municipal Code, whose contents do not exceed sixty (60) pounds in weight and to which is attached a CITY-provided tag designating the material as eligible for collection.

**1.71 Targeted Clean-Up Service.**

The collection of waste materials from designated public or private property in the SFD Service District conducted by CITY's Code Enforcement Division, using Roll-Off Containers; and delivery of same to the Compostable Waste Processing Facility, Materials Recycling Facilities, Yard Trimming Processing Facilities or such other facility as appropriate under the terms of this Agreement with the advance approval of the City.

**1.72 Transit Mall Zone.**

The Transit Mall Zone described in San José Municipal Code Section 9.10.1510 and as set forth in Exhibit 6 to this Agreement.

**1.73 Used Oil.**

Any oil that has been refined from crude oil or has been synthetically produced, and is no longer useful because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water; or has been used and as a result of such use has been contaminated with non-hazardous physical or chemical impurities. Used Oil must be generated at the Service Unit from which the Used Oil is collected. Used Oil does not include transmission fluid.

**1.74 Used Oil Container.**

A plain copoly container that is at least four (4) quarts in capacity, leak-proof, has a screw-on lid, has a label designating it for use as a Used Oil Container, is approved by the City Representative, and is provided by CONTRACTOR for the accumulation of Used Oil.

**1.75 Used Oil Filter.**

Any oil filter that is no longer useful because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water; or has been used and as a result of such use has been contaminated with non-hazardous physical or chemical impurities. Used Oil Filters must be generated at the Service Unit from which the Used Oil Filter is collected.

**1.76 Used Oil Filter Container.**

A 6 mil poly bag with double track seal with dimensions of at least fourteen and one-half (14.5) inches by eight (8) inches with a one and one-quarter (1 ¼) inch diameter hole above the seal, that has a label designating it for use as a Used Oil Filter Container, is approved by the City Representative, and is provided by CONTRACTOR for the accumulation of Used Oil Filters.

**1.77 Work Day.**

Any Monday through Friday that is not designated a holiday under this Agreement, and any Saturday on which collection occurs because of the holiday schedule adjustment described in this Agreement. Work Days for City Facility Collection Service may include Saturdays and Sundays as mutually agreed upon between CONTRACTOR and City Representative.

**1.78 Yard Trimmings.**

Any vegetative matter resulting from normal yard and/or landscaping maintenance that is not more than five (5) feet in its longest dimension or six (6) inches in diameter and does not weigh more than sixty (60) pounds, and any natural Christmas tree regardless of size and weight. Yard Trimmings include sod; plant debris such as palm, yucca and cactus; grass clippings; leaves; prunings; weeds; branches; brush; Christmas trees; and other forms of horticultural waste generated at the Service Unit from which the Yard Trimmings are collected. Yard Trimmings do not include items defined as Exempt Waste.

## ARTICLE 2. TERM OF AGREEMENT

### 2.1 Term.

Subject to Article 22, the term of this Agreement is from July 1, 2021 through June 30, 2036.

## **ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR**

### **3.1 Organizational Status.**

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

### **3.2 Authorization.**

CONTRACTOR has the authority to enter into and perform its obligations under this Agreement. CONTRACTOR's Board of Directors and Officers have taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement. The real person(s) signing this Agreement on behalf of CONTRACTOR are authorized to do so.

### **3.3 No Conflict with Applicable Law or Other Documents.**

CONTRACTOR's performance of its obligations under this Agreement does not conflict with, violate, or result in breach of any existing applicable law; or any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or any agreement or instrument to which CONTRACTOR is a party or by which CONTRACTOR or any of its properties or assets are bound.

### **3.4 No Litigation.**

There is no action, suit, proceeding or investigation at law or in equity, before or by any court or governmental entity, pending or threatened against CONTRACTOR or its partners, or otherwise affecting CONTRACTOR or its partners, wherein an unfavorable decision, ruling, or finding, in any single case or in the aggregate, would materially adversely affect CONTRACTOR's performance hereunder, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or which would have a material adverse effect on the financial condition of CONTRACTOR or its partners.

### **3.5 Expertise.**

CONTRACTOR has the expertise and professional and technical capability to perform all of its obligations under this Agreement and is ready, willing and able to so perform.

### **3.6 Acknowledgement of Legal Representation.**

It is acknowledged that each party was, or had the opportunity to be, represented by counsel in the preparation and negotiation of this Agreement and had the opportunity to contribute to the terms and conditions of this Agreement and, accordingly, the rule that a contract will be interpreted strictly against the party preparing the same does not apply due to the joint contributions of the parties.

### **3.7 Financial Interest Representation.**

CONTRACTOR warrants and represents that no elected official, officer, agent or employee of CITY has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it and, further, that no CITY employee who acts as a "purchasing agent" as defined in the appropriate Section of California Statutes, nor any elected or appointed officer of CITY, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of CONTRACTOR and, further, that no such CITY employee, purchasing agent, CITY elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in CONTRACTOR. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of CONTRACTOR.



## ARTICLE 4. GENERAL SERVICES

### 4.1 Grant of Exclusive Agreement.

CONTRACTOR is hereby granted an exclusive agreement to provide SFD Collection Service at all Service Units within the SFD Service District, MFD Collection Service in MFD Service Districts, and City Facility Collection Service. No other services, including Roll-Off Collection Services, shall be exclusive to CONTRACTOR.

### 4.2 Limitations to Exclusive Agreement.

#### 4.2.1 Redirection of Recyclable Material from City Facility Service Units.

CITY reserves the discretion to request that the CONTRACTOR not collect and/or redirect the Recyclable Material from City Facility Service Units to an alternative facility. CITY shall provide written notice to CONTRACTOR no less than sixty (60) calendar days prior to implementation of the CITY request.

#### 4.2.2 Exceptions to Exclusive Agreement.

Nothing in this Agreement shall be construed to limit the collection, processing, and disposal of the following material to CONTRACTOR:

- Used Oil Collection
- Material collected from temporary residential clean-outs with Roll-Off or front-load containers
- Recyclable Material transported by the generator (self-hauled waste)
- Large Items
- Donated material for which the material and any services related to the collection, processing, or disposal of the material does not involve financial consideration
- Compostable Waste composted on the real property where it is generated
- Exempt Waste
- Material which is set aside for destruction and recycling for security purposes (secure document shredding)
- Rock, concrete, asphalt and dirt (inert material)
- Construction and demolition debris
- Rubber and tires

Nothing in this Agreement shall be construed as requiring Service Recipients to set out the above material for collection by CONTRACTOR. Service Recipients may dispose of these materials by other appropriate means including,

but not limited to, taking the material to drop-off facilities and donating or selling such items to private or public entities.

#### **4.3 Service Standards.**

CONTRACTOR shall perform all services under this Agreement in a thorough and professional manner. Except for emergency collection services, and labor actions as provided in Article 11, CONTRACTOR shall perform all Collection Services described in this Agreement regardless of weather conditions or difficulty of collection. CONTRACTOR shall perform all additional services described in this Agreement professionally, promptly and courteously.

#### **4.4 Significant Events.**

Significant events may occur including, but not limited to, failure of equipment, hazardous materials incident, regulatory actions, fires, earthquakes, floods, or labor actions, disputes, strikes, or other unrest that detrimentally impact the CONTRACTOR's operations, marketing, labor relations and customer relations. CONTRACTOR will notify the City Representative within two (2) hours of any significant events that negatively impacts its ability to collect, process, or dispose of the material. CITY considers a major disruption of more than four (4) hours to be significant.

#### **4.5 Labor and Equipment.**

CONTRACTOR shall provide and maintain all labor, equipment, tools, facilities, and personnel supervision required for the performance of CONTRACTOR's obligations under this Agreement. The enumeration of, and specification of requirements for, particular items of labor or equipment does not relieve CONTRACTOR of the duty to furnish all others that may be required, whether enumerated or not. At all times, CONTRACTOR shall have sufficient backup equipment and labor to fulfill CONTRACTOR's obligations under this Agreement. No compensation for CONTRACTOR's services or for CONTRACTOR's supply of labor, equipment, tools, facilities or supervision shall be provided or paid to CONTRACTOR by CITY or by any Service Recipient except as expressly provided by this Agreement.

#### **4.6 Holiday Service.**

CITY observes Thanksgiving Day, December 25, and January 1 as "legal holidays". On these "legal holidays," CONTRACTOR will not be required to provide services under this Agreement or maintain office hours. In any week in which one of these legal holidays is on a Work Day, Collection Services for the legal holiday and each Work Day thereafter will be delayed one Work Day for the remainder of the week with normally scheduled Friday Collection Services being performed on Saturday.

#### **4.7 Ownership of Materials.**

Title to material collected under this exclusive agreement shall pass to CONTRACTOR as follows.

- Title to Residential Waste and City Facility Solid Waste shall pass to CONTRACTOR at the time the material is placed in CONTRACTOR's collection vehicle.
- Title to Recyclable Material shall pass to CONTRACTOR at the time the Recyclable Material is set out for collection.

#### **4.8 Hours of Collection.**

Except as set forth below, CONTRACTOR shall provide SFD and MFD Collection Services commencing no earlier than 6:00 a.m. and terminating no later than 6:00 p.m., Monday through Friday, with no service on Saturday (except for holiday service) or Sunday.

Collection in the Central Business District shall take place between the hours required by the San Jose Municipal Code. A map of the Central Business District is set out in Exhibit 6 to this Agreement.

Collection in the Transit Mall Zone shall take place between the hours required by the San Jose Municipal Code. A map of the Transit Mall Zone is set out in Exhibit 6 of this Agreement.

The hours, days, or both, of collection set out above may be extended or otherwise modified due to extraordinary circumstances or conditions with the prior consent of the City Representative. If such consent is given in any manner other than by written notice, the City Representative shall provide written confirmation to CONTRACTOR within three (3) Work Days.

Notwithstanding the above requirements, delivery of collected materials to the Disposal Facility, Materials Recovery Facility or other appropriate facility shall occur during the normal business hours of such facility unless other arrangements have been made with the facility and have been approved in advance by the City Representative.

#### **4.9 Spillage and Litter.**

CONTRACTOR shall conduct Collection Services so that no material spills out of the Garbage Bins, Recycling Bins, Garbage Carts, Recycling Carts, or collection vehicles. During transport, all Solid Waste, Recyclable Material, and Large Items shall be contained, covered or enclosed so that leaking, spilling and blowing of the materials is prevented. If there is a spill, CONTRACTOR shall clean up the Solid Waste, and any Large Items spilled or scattered by the CONTRACTOR. CONTRACTOR shall cover with petroleum-absorbent material all oil, hydraulic fluids, spilled paint or any other liquid leaked, spilled, or otherwise discharged by CONTRACTOR, and remove such petroleum-absorbent material from the street surface or any other area where CONTRACTOR's operations have occurred. CONTRACTOR shall immediately begin clean-up of any spillage or litter caused by CONTRACTOR but no later than two (2) hours after the occurrence. When necessary, CONTRACTOR shall apply a suitable cleaning agent to the spill area to provide adequate

cleaning. To facilitate the cleaning, CONTRACTOR's collection vehicles shall at all times carry sufficient quantities of petroleum-absorbent material, brooms and shovels, and other appropriate material or equipment.

**4.10 Commingling of Materials Prohibited.**

4.10.1 Residential Waste and Recyclable Material.

CONTRACTOR shall not commingle Residential Waste collected pursuant to this Agreement with any Recyclable Material separated for collection pursuant to this Agreement without the express prior written authorization of the City Representative.

4.10.2 Residential Waste Collected in San Jose.

CONTRACTOR shall not at any time commingle any Residential Waste collected pursuant to this Agreement with any other material collected by CONTRACTOR inside or outside the City of San José without the express prior written authorization of the City Representative.

4.10.3 Residential Waste.

CONTRACTOR shall not at any time prior to weighing the collected material, commingle the Residential Waste collected from SFD Service Units with Residential Waste collected from MFD Service Units.

4.10.4 Recyclable Material.

CONTRACTOR shall not at any time prior to weighing the collected materials, commingle Recyclable Material collected during the provision of SFD Recycling Service with Recyclable Material collected during the provision of MFD Recycling Service.

4.10.5 Non-San José Recyclable Material.

CONTRACTOR shall not commingle, at any time, including at CONTRACTOR's Materials Recovery Facility, Recyclable Material collected pursuant to this Agreement with any other materials, whether collected by CONTRACTOR or any other person, without the express prior written authorization of the City Representative.

4.10.6 MFD Compostable Waste.

CONTRACTOR shall not at any time prior to weighing the collected materials, commingle MFD Compostable Waste with any other material collected by CONTRACTOR inside or outside the City of San José without the express prior written authorization of the City Representative.

4.10.7 City Facility Material.

CONTRACTOR shall not at any time prior to weighing the collected materials, commingle the City Facility Solid Waste or the Compostable Waste from City Facilities with each other, or with materials from any other source without the express prior written authorization of the City Representative. Recyclable Materials collected from City Facilities may be commingled with CONTRACTOR's commercial recycling collection materials.

4.10.8 Used Oil.

CONTRACTOR shall keep all Used Oil and Used Oil Filters collected from SFD Service Units pursuant to this Agreement segregated from other materials. CONTRACTOR shall also keep all Used Oil and Used Oil Filters collected from SFD Service Units pursuant to this Agreement segregated from all other Used Oil and Used Oil Filters collected by CONTRACTOR or generated by CONTRACTOR until all CITY-required data has been collected and recorded by CONTRACTOR. Such segregation includes segregation in the collection vehicles, in the holding tanks at the processing facility and all times the Used Oil and Used Oil Filters are in CONTRACTOR's possession

4.10.9 Large Item Material.

CONTRACTOR shall not commingle the Large Item material with materials from any other source prior to weighing the Large Item material, without the express prior written authorization of the City Representative.

## ARTICLE 5. SERVICE UNITS

### 5.1 Service Units.

Categories of premises and all such premises which may be added during the term of this Agreement by means of annexation, new construction, or as otherwise set forth in this Agreement are included within the meaning of SFD Service Units, MFD Service Units, Small Civic Service Units in SFD Service District, and City Facility Service Units.

Any question as to whether a premise or premises falls within one of these categories shall be determined by the City Representative and written notification of those premises to be included as Service Units shall be provided by CITY to CONTRACTOR. The determination of the City Representative shall be final.

### 5.2 Service Unit Changes.

CITY and CONTRACTOR acknowledge that during the term of this Agreement it may be necessary or desirable to add or delete Service Units for which CONTRACTOR will provide Collection Services.

#### 5.2.1 Additions.

CONTRACTOR shall provide Collection Services to new Service Units within five (5) Work Days, unless otherwise specified, of receipt of notice from CITY to begin such Collection Services. Service Units may also be added at the request of CONTRACTOR with written approval of the City Representative or at the request of the Service Unit and written approval of eligibility by the City Representative. The City Representative shall determine the type of Collection Services to be provided to any Service Units.

#### 5.2.2 Deletions.

CONTRACTOR shall immediately cease providing Collection Services upon receipt of notice from CITY to stop such service. Service Units may also be deleted because of a determination by the City Representative that the premises are not located in the SFD Service District, or that the premises do not qualify for the Collection Services to be performed by CONTRACTOR pursuant to this Agreement.

#### 5.2.3 Route Map.

CONTRACTOR shall revise the Service Unit route maps to show the addition or deletion of Service Units as provided above and shall provide such revised maps in a format compatible with the ESRI Shapefile Technical Description "An ESRI White Paper – July 1998" (or the most current version of this document).

### **5.3 Annexation.**

If during the term of this Agreement, additional territory is acquired by CITY through purchase, annexation, eminent domain or other procedures, the City Representative may designate such additional territory as part of CONTRACTOR's SFD and MFD Service Districts as appropriate. If the additional territory is so designated, CONTRACTOR shall provide the appropriate Collection Services, as determined by the City Representative, in such additional territory in accordance with the provisions and service rates set forth in this Agreement. Such Collection Services shall begin within ten (10) Work Days of receipt of written notice from the City Representative. CONTRACTOR shall not begin Collection Services in any additional territory without written authorization from the City Representative. The City Representative shall determine the type of Collection Services to be provided to any Service Units in the additional territory.

If at the time of acquisition by CITY, the additional territory contains more than five hundred (500) SFD Service Units for which CONTRACTOR will provide SFD Collection Services, CONTRACTOR may phase in the distribution of Garbage Carts and Recycling Carts on a schedule approved by the City Representative; provided that CONTRACTOR shall complete the distribution of all Garbage Carts and Recycling Carts within ninety (90) calendar days after CONTRACTOR receives notification to begin SFD Collection Services in the additional territory.

## ARTICLE 6. SFD COLLECTION SERVICE

### 6.1 General Provisions.

#### 6.1.1 Frequency of Service.

CONTRACTOR shall provide all SFD Collection Service except SFD Large Item Collection Service to each SFD Service Unit in the SFD Service District once every week on a scheduled route basis. CONTRACTOR shall provide collection of Recyclable Material, Used Oil and Used Oil Filters to each SFD Service Unit on the same Work Day as CONTRACTOR provides collection of Residential Solid Waste to that SFD Service Unit. Where the scheduled collection day falls on a holiday, CONTRACTOR shall adjust the route schedule as set forth in this Agreement.

#### 6.1.2 Accessibility to Street.

In those instances where a public or private street within the SFD Service District is temporarily closed to vehicular traffic but is accessible to pedestrian traffic, CONTRACTOR shall use pedestrian access to provide SFD Solid Waste Collection Service, SFD Used Oil Collection Service and SFD Recycling Service with no disruption of service to the SFD Service Units.

In those instances where a public or private street within the SFD Service District is temporarily closed to vehicular traffic, CONTRACTOR shall not be required to use pedestrian access to provide SFD Large Item Collection Service, but shall reschedule collection and shall notify the Service Recipient of the rescheduled collection date.

#### 6.1.3 Service Agreement.

Upon request, CITY will provide CONTRACTOR with a list of private streets in the SFD Service District, and shall provide updated lists as additional streets are added or additional information is available. CONTRACTOR shall obtain a signed service agreement for each SFD Service Unit, complex, or development that requires the CONTRACTOR to enter upon private streets to perform SFD Collection Service, and that have a Property Manager and/or Homeowner's Association. In the event that CONTRACTOR is unable to or has not obtained an executed service agreement for each SFD Service Unit complex or development, CONTRACTOR shall indemnify the CITY from any claims that may arise from the performance of SFD Collection Service on these private streets. CONTRACTOR shall provide the City Representative with copies of all signed service agreements within ten (10) Work Days of receipt by CONTRACTOR. The service agreements will contain at least the following information: Name and address of the complex, development or homeowners' association; name, address and phone number of the contact person for the complex, development or homeowners' association;



permission for CONTRACTOR to enter the private streets; number and size of Garbage Carts and Recycling Carts; and collection location if not curbside.

6.1.4 Manner of Collection.

CONTRACTOR shall provide all SFD Collection Service with as little disturbance as commercially practicable. CONTRACTOR shall leave any Garbage Cart and any Recycling Cart in an upright position at the same point from which its contents were collected and shall leave replacement Used Oil Containers and Used Oil Filter Containers at the point of collection, without obstructing alleys, roadways, driveways, sidewalks or mailboxes. CONTRACTOR's employees providing SFD Collection Service shall follow the regular walk for pedestrians while on private property and shall not trespass nor cross property to the adjoining premises unless the occupant or owner of both properties has given permission. Care shall be taken to prevent damage to property, including flowers, shrubs, and other plantings.

6.1.5 Holiday Contingency Plan.

On or before September 30<sup>th</sup> of each year, CONTRACTOR shall submit an annual plan that outlines collection strategies to handle increased tonnages during the fall/winter holiday season. The plan should list any additional vehicles which will be utilized including ID#, type, license number, and material that will be collected; strategy for fluctuation in the labor force; and how coordination with the YT & RSS Services contractor(s) will be accomplished for the collection of Christmas trees.

**6.2 SFD Solid Waste, Recyclable Material and Used Oil Collection Service.**

6.2.1 Conditions of Service.

CONTRACTOR shall provide SFD Solid Waste, Recycling and Used Oil Collection Service to all SFD Service Units (other than Business Service Units for Used Oil Collection) and Small Civic Service Units in the SFD Service District when 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 the Service Recipient that will provide safe and efficient accessibility to the CONTRACTOR's collection crew and vehicle, and

- Residential Solid Waste is deposited in the Garbage Carts or Tagged Garbage Bags;
- Recyclable Material is deposited in a Recycling Cart. In the event the Service Recipient produces more Recyclable Material than can fit in the Recycling Cart, CONTRACTOR shall collect corrugated cardboard placed beside the Recycling Cart and such excess Recyclable Material as is set out beside the Recycling Cart in an additional

container whose loaded weight does not exceed sixty (60) pounds;  
and

- Used Oil is contained in a Used Oil Container and Used Oil Filter is in Used Oil Filter Containers.

#### 6.2.2 Courtesy Notice.

CONTRACTOR shall be required to collect any Residential Solid Waste or Recyclable Material that is placed either in a Garbage Cart or in a Tagged Garbage Bag, or in a Recycling Cart or excess Recyclable Material placed next to the Recycling Cart even if placement of cart or bag causes CONTRACTOR to move them to facilitate collection. CONTRACTOR may affix to the Garbage Cart a Courtesy Notice.

CONTRACTOR may also affix to the Recycling Cart a Courtesy Notice if corrugated cardboard is placed beside the Recycling Cart and cart is not full. In the event a courtesy notice is left more than three (3) times during a rolling twelve (12) month period for the same reason, the City Representative will work with CONTRACTOR to resolve the situation.

#### 6.2.3 Non-Collection of Residential Solid Waste, Recyclable Material and Used Oil.

##### 6.2.3.1 Non-Collection of Residential Solid Waste.

CONTRACTOR shall not be required to collect any Residential Solid Waste that is not placed either in a Garbage Cart or in a Tagged Garbage Bag. CONTRACTOR shall not be required to collect Residential Solid Waste from a Garbage Cart when the contents exceed the volume of the Garbage Cart with the lid closed or from a Tagged Garbage Bag when the weight of the contents exceeds sixty (60) pounds.

In the event of non-collection, CONTRACTOR shall affix to the Garbage Cart or Tagged Garbage Bag a Non-Collection Notice explaining why collection was not made and providing instructions to the Service Recipient on the procedures for setting out Residential Solid Waste.

##### 6.2.3.2 Non-Collection of Recyclable Material.

CONTRACTOR shall not be required to collect Recyclable Material from a Recycling Cart that contains Hazardous Waste or Exempt Waste. If Recyclable Material is commingled with Hazardous Waste or Exempt Waste, CONTRACTOR shall affix a Non-Collection Notice to the Recycling Cart explaining why the Recycling Cart was not collected and providing instructions to the Service Recipient on the procedures for setting out Recyclable Material and the procedures for disposing Hazardous Waste or Exempt Waste.

#### 6.2.3.3 Non-Collection of Used Oil.

CONTRACTOR shall not be required to collect material placed in Used Oil Containers or Used Oil Filter Containers unless the material is Used Oil or Used Oil Filters, respectively. In the event of non-collection, CONTRACTOR shall affix to the Used Oil Container or Used Oil Filter Container a Non-Collection Notice explaining why collection was not made and providing instructions to the Service Recipient on the procedures for setting out Used Oil or Used Oil Filters. If non-collection is because the material placed in the Used Oil Container or the Used Oil Filter Container was identified by CONTRACTOR as a Hazardous Waste, CONTRACTOR shall notify CITY's Environmental Services Department of the non-collection prior to leaving the Service Unit. If non-collection is because the Used Oil or Used Oil Filter was placed in an improper container, CONTRACTOR shall also leave Used Oil Containers or Used Oil Filter Containers in a number sufficient to contain the uncollected Used Oil (but not exceeding sixteen (16) quarts) or Used Oil Filters (but not exceeding two (2) Used Oil Filters) along with the Non-Collection Notice.

#### 6.2.4 Reporting of Non-Collections and Problems.

##### 6.2.4.1 Reporting of Non-Collections.

CONTRACTOR shall document in the Customer Service System all instances where a Non-Collection Notice was issued. Notwithstanding any other reporting obligation, CONTRACTOR shall to the extent possible report all Non-Collection Notices by the end of the next Work Day, but no later than two Work Days after the Non-Collection Notice was issued. When reporting Non-Collections Notices to the CITY, CONTRACTOR shall include the address of the Service Unit and clear and convincing photographic documentation that supports the reason for the Non-Collection. CONTRACTOR shall submit all photographic documentation in an electronic format, approved by the City Representative, with the Service Unit's address in the file title and the date, time, and GPS coordinates in the metadata of each electronic file. Failure to properly document and report a Non-Collection will subject CONTRACTOR to Liquidated Damages as set forth in this Agreement.

##### 6.2.4.2 Reporting of Problems.

In addition to reporting Non-Collections, CONTRACTOR shall on a daily basis document in the Customer Service System all other situations that prevent or hinder collection and all replacements, repairs

and exchanges of Garbage Carts; and all replacements, repairs and exchanges of Recycling Carts. Except as otherwise provided in this Agreement, to the extent possible, CONTRACTOR shall make such documentation by the end of the Work Day in which the event occurred. Where it is not possible to make such documentation by the end of the Work Day, CONTRACTOR shall document such events no later than the end of the next Work Day.

**6.2.5 Recyclable Material Overflow.**

In the case of repeated set-outs of excess Recyclable Material, CONTRACTOR shall contact the SFD Service Recipient to arrange for an appropriate change in Recycling Cart size or the provision of additional Recycling Carts.

In the event CONTRACTOR cannot successfully contact the SFD Service Recipient after three attempts, or cannot reach an agreement with such Service Recipient regarding the change in service, CONTRACTOR shall utilize the Customer Service System to provide the City Representative with the details of the set-outs of excess Recyclable Material, and the attempts at communication with the SFD Service Recipient. The City Representative shall respond to CONTRACTOR's report and make a final written determination. Within five (5) Work Days of receipt of the City Representative's written determination, CONTRACTOR shall exchange the Recycling Cart or shall provide additional Recycling Carts to the extent required by such written determination.

**6.2.6 Contaminated Christmas Trees.**

CONTRACTOR shall collect, at no additional cost to the CITY or Service Recipient, contaminated Christmas trees that are unsuitable for collection by the CITY's Yard Trimmings collection service provider during the same day as normal collection operations. For the purposes of this Agreement, a contaminated Christmas tree is a Christmas tree that has ornaments, decorations, tinsel, or are attached to a tree stand.

**6.3 Disposition of Residential Solid Waste, Recyclable Material and Used Oil.**

**6.3.1 Disposal Facility.**

CONTRACTOR shall transport and deliver to the Disposal Facility all SFD Solid Waste collected as a result of performing SFD Solid Waste Collection Service pursuant to this Agreement. In the event the Disposal Facility is closed on a Work Day, CONTRACTOR shall transport and dispose of the SFD Solid Waste at such other legally permitted disposal facility as is designated in writing by the City Representative. CONTRACTOR's failure to comply with this provision shall result in

the levy of a liquidated damage as specified in Article 21 of this Agreement and may result in CONTRACTOR being in default under this Agreement.

6.3.2 Materials Recovery Facility.

CONTRACTOR shall transport and deliver all Recyclable Material collected as a result of performing SFD Recycling Service to the Materials Recovery Facility. In the event the Materials Recovery Facility is unable to accept delivery of the Recyclable Material, CONTRACTOR shall deliver the Recyclable Material to such other appropriate facility as is approved in advance by the City Representative. CONTRACTOR's failure to comply with this provision shall result in the levy of a liquidated damage as specified in Article 21 of this Agreement and may result in CONTRACTOR being in default under this Agreement.

6.3.3 Used Oil Processing.

CONTRACTOR shall Recycle the Used Oil and Used Oil Filters only with persons who are authorized by the State of California to Recycle oil. CONTRACTOR shall Recycle all such Used Oil and Used Oil Filters to the extent feasible and, in accordance with applicable state and federal law and at CONTRACTOR's own cost and expense, shall properly dispose of all Used Oil and Used Oil Filters that cannot be Recycled. CONTRACTOR shall report any Used Oil or Used Oil Filters that cannot be Recycled and requires disposal in CONTRACTOR's quarterly report to the CITY.

**6.4 Provision and Maintenance of Garbage Carts, Recycling Carts and Used Oil Containers.**

6.4.1 Inventory.

CONTRACTOR shall maintain an inventory of Garbage Carts, Recycling Carts, Used Oil Containers and Used Oil Filter Containers in sufficient number for CONTRACTOR to perform deliveries, repairs and exchanges of such equipment in a timely manner.

6.4.2 Purchase and Distribution of Garbage Carts, Recycling Carts, and Used Oil Containers.

CONTRACTOR shall purchase and distribute fully assembled and functional Garbage Carts and Recycling Carts to those SFD Service Units and Small Civic Service Units in or added to the SFD Service District during the term of this Agreement. The number and size of the Garbage Cart and Recycling Cart to be distributed will be in accordance with the information provided by the City Representative to CONTRACTOR, except as provided in Section 5.3.

CONTRACTOR shall complete the distribution of the Garbage Carts within five (5) Work Days and Recycling Carts within ten (10) Work Days of receipt of the information from the City Representative, except as provided in Section 5.3. If

directed by the City Representative, CONTRACTOR will provide multiple Garbage Carts and Recycling Carts to a SFD Service Unit or Small Civic Service Unit. Garbage Carts and Recycling Carts shall meet the specifications set forth in Exhibit 15.

Within ten (10) Work Days of receipt of a verbal request from CITY or a Service Recipient (other than at a Business Service Unit), CONTRACTOR shall, at CONTRACTOR's sole cost and expense, provide the SFD Service Unit or the Small Civic Service Unit with Used Oil Containers and Used Oil Filter Containers in the number requested but not exceeding a number sufficient to hold sixteen (16) quarts of Used Oil and two (2) Used Oil Filters.

At the time CONTRACTOR collects Used Oil from a SFD Service Unit or a Small Civic Service Unit, CONTRACTOR shall, at CONTRACTOR's sole cost and expense, leave at the premises one (1) Used Oil Container for each Used Oil Container collected and one (1) Used Oil Filter Container for each Used Oil Filter Container collected. CONTRACTOR shall keep the outside of all Used Oil Containers and Used Oil Filter Containers clean and may re-use the containers until the condition of the container makes it inappropriate for re-use.

#### 6.4.3 Replacement or Exchange of Garbage Cart and Recycling Cart.

Under the following circumstances, CONTRACTOR shall replace or exchange each Garbage Cart or Recycling Cart at no cost or inconvenience to the Service Recipient, and at no cost to the CITY:

- Damage by CONTRACTOR
- Natural Wear and Tear
- Mandatory Service Level Change Initiated by the CITY

Under the following circumstances, CONTRACTOR shall be compensated for the replacement or exchange of each Garbage Cart or Recycling Cart in accordance with Exhibit 1A (COMPENSATION), as adjusted under the terms of this Agreement. CONTRACTOR acknowledges that it will not be compensated for (1) customer initiated Garbage Cart exchanges between 0.123% and 4.734% of the average number of households in a Fiscal year, and (2) customer initiated Recycling Cart exchanges between 0.047% and 2.032% of the average number of households in a Fiscal year. Garbage Cart and Recycling Cart exchanges below or above these ranges shall be compensated by the CITY in the June invoice. Cart exchange counts shall be rounded to the nearest whole number.

- Stolen or Lost Carts
- Voluntary Service Level Change Initiated by the Service Recipient
- Damage not by CONTRACTOR

All replacement, exchange, or removal of Garbage Cart and Recycling Cart must be completed within five (5) Work Days for Garbage Carts and within ten (10) Work Days for Recycling Carts of receiving notification from the City Representative or Service Recipient. Any repair of Garbage Cart and Recycling Cart must be completed within ten (10) Work Days.

#### 6.4.4 Ownership of Garbage Cart and Recycling Cart.

Garbage Carts and Recycling Carts in the possession of a Service Unit as of the Effective Date of this Agreement, and all Garbage Carts and Recycling Carts distributed by CONTRACTOR during the term of this Agreement shall be the property of CONTRACTOR. CONTRACTOR shall retain ownership of such Garbage Carts and Recycling Carts during the term of this Agreement. Upon the expiration or termination of this Agreement, CONTRACTOR shall transfer to CITY and CITY shall obtain ownership of all Garbage Carts and Recycling Carts that are in the possession of a Service Unit on the date of such expiration or termination. CONTRACTOR shall retain ownership of all Garbage Carts and Recycling Carts in CONTRACTOR's possession at the expiration or termination of this Agreement.

### 6.5 On-Premises Service.

#### 6.5.1 Non-Subscription On-Premises Service.

CONTRACTOR shall provide on-premises collection of SFD Solid Waste, Recyclable Material and Used Oil to a SFD Service Unit (other than Business Service Units for Used Oil) if all adult Service Recipients residing therein have disabilities that prevent them from setting the Garbage Cart, Recycling Cart, or Used Oil Container and Used Oil Filter Container at the curb for collection and if a request for non-subscription on-premises service has been made to, and approved in the manner required by, CITY. The City Representative or agent shall notify CONTRACTOR of any SFD Service Units requiring non-subscription on-premises service, along with the date such service is to begin. No additional monies shall be due to CONTRACTOR for the provision of non-subscription on-premises service.

CONTRACTOR may at any time, but not more often than twice in any Fiscal Year, request that the City Representative or agent verify the eligibility of a SFD Service Unit for non-subscription on-premises service. Upon receipt of CONTRACTOR's request, the City Representative or agent shall make a determination as to whether the SFD Service Unit meets the eligibility requirements and shall notify CONTRACTOR of such determination within sixty (60) calendar days of CONTRACTOR's request. At the time CONTRACTOR makes the request for verification of eligibility, CONTRACTOR may submit to the City Representative or agent any information relevant to the determination.

#### 6.5.2 Subscription On-Premises Service.

CONTRACTOR shall provide subscription on-premises collection of SFD Solid Waste, Recyclable Material and Used Oil to those SFD Service Units (other than Business Service Units for Used Oil) subscribing to such service, except that subscription on-premises collection service shall not be available in those instances where the on-premises collection location of the Garbage Cart, Recycling Cart, or Used Oil and Used Oil Filter is more than one hundred (100) yards from the normal curbside set out location. The City Representative shall notify CONTRACTOR of any SFD Service Units subscribing to subscription on-premises collection service, along with the date such service is to begin.

6.5.3 Manner of Collection.

In the case of on-premises service, CONTRACTOR shall remove the Garbage Cart, Tagged Garbage Bag, Recycling Cart, bagged extra Recyclable Material, cardboard, Used Oil Container and Used Oil Filter Container from the back or side of the Service Unit (or from such other location as agreed to by CONTRACTOR and the Service Recipient), shall empty the contents into the collection vehicle, and shall return the Garbage Cart, Recycling Cart, or replacement Used Oil and Used Oil Filter Containers to the location from which they were removed.

6.5.4 Collection Day.

CONTRACTOR shall provide on-premises SFD Solid Waste, Recyclable Material, and Used Oil Collection Service on the same Work Day that curbside collection would otherwise be provided to the SFD Service Unit.

**6.6 Hard to Serve Service Units.**

CONTRACTOR shall provide Collection Service to Service Units in locations that may not be accessible to a standard collection vehicle through use of smaller vehicles and/or alternative collection methods. CONTRACTOR shall assist the CITY in identifying hard to serve areas. The service rates for these locations are to be mutually agreed upon by the CONTRACTOR and CITY.

**6.7 SFD Large Item Collection Service.**

CONTRACTOR shall perform SFD Large Item Collection Service to Small Civic Service Units and SFD Service Units (other than Business Service Units) in accordance with the following terms and conditions:

6.7.1 Frequency of Service.

CONTRACTOR shall provide SFD Large Item Collection Service on an on-call basis to those SFD Service Units in the Service District requesting the service. CITY or Service Recipient will notify CONTRACTOR of a request for SFD Large Item Collection Service. Collection shall be made from the curbside within two (2) scheduled collection days of notification to CONTRACTOR by CITY or



Service Recipient, unless an alternate date is mutually agreed upon by Service Recipient and CONTRACTOR. In the event of a natural disaster, public emergency or other similar circumstance that make it unreasonable for CONTRACTOR to provide SFD Large Item Collection Service within two (2) scheduled collection days, CONTRACTOR and CITY will mutually agree on a short-term, temporary modification to the scheduling of SFD Large Item Collection Service.

6.7.2 Conditions of Service.

CONTRACTOR shall provide on-call SFD Large Item Collection Service whose Large Items 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 the Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR's collection crew and vehicle. CONTRACTOR shall notify the Service Recipient in advance, either in writing or by telephone, of the specific Work Day the service will be provided. Each set-out of up to three (3) Large Items shall be considered a single collection for the purposes of invoicing.

6.7.3 Large Item Collection Service to CITY.

CONTRACTOR agrees to provide SFD Large Item Collection Service and/or MFD Large Item Collection Services to be determined by the City Representative up to ten (10) times per Fiscal year through the term of this Agreement. Each set-out of up to three (3) Large Items shall be considered a single collection. The SFD Large Item Collection Services and/or MFD Large Item Collection Service will be at no charge to the CITY or Service Recipient.

6.7.4 Non-Collection.

CONTRACTOR shall not be required to collect more Large Items than specified by the requestor of the service. In the event of non-collection, CONTRACTOR shall affix a Non-Collection Notice to the uncollected Large Item(s) explaining why collection was not made.

6.7.5 Maximum Reuse And Recycling.

CONTRACTOR shall process Large Items in accordance with the following hierarchy:

- Reuse as is (where energy efficiency is not compromised)
- Disassemble for reuse or Recycling
- Recycle
- Disposal

CONTRACTOR shall not landfill such Large Items unless the Large Items cannot be reused or Recycled.

6.7.6 Large Items Containing Freon.

In the event CONTRACTOR collects Large Items that contain freon, CONTRACTOR shall handle such Large Items in a manner such that the Large Items are not subject to regulation as Hazardous Waste under applicable state and federal laws or regulations.

6.7.7 Disposition of Large Items.

CONTRACTOR shall transport Large Items to the Compostable Waste Processing Facility, except as authorized by the City Representative.

6.7.8 CITY Direction of Large Items.

CITY reserves the right to direct CONTRACTOR to take Large Items collected from SFD Service Units or Small Civic Service Units to designated site(s) within fifty (50) miles of the city limits of the City of San José for the purpose of permitting persons who will reuse or Recycle such Large Items to obtain the Large Items at no cost. CONTRACTOR shall have no obligation to dispose of the Large Items or Large Item Residue remaining at the site or sites after reusers and recyclers have removed reusable or recyclable Large Items.

## ARTICLE 7. MFD COLLECTION SERVICE

CONTRACTOR shall provide MFD Collection Service in accordance with the terms and conditions of this Agreement.

### 7.1 General Provisions.

#### 7.1.1 Frequency of Service.

CONTRACTOR shall perform all MFD Collection Service except MFD Large Item Collection Service to each MFD Service Unit at least once every week on a scheduled route basis. Where the scheduled collection day falls on a holiday, CONTRACTOR shall adjust the route schedule as set forth in this Agreement. The frequency (above the minimum) of collection shall be determined between the customer and CONTRACTOR and set forth in the service agreement required by this Article. However, the frequency of collection shall be sufficient to provide that no Residential Solid Waste or Recyclable Material (other than corrugated cardboard) need to be placed outside the MFD Solid Waste and Recycling Containers on a regular basis.

#### 7.1.2 Accessibility.

CONTRACTOR shall collect Residential Solid Waste and Recyclable Material from all MFD Solid Waste and Recycling Containers that are readily accessible to CONTRACTOR's crew and vehicles and are not blocked from access.

#### 7.1.3 Inventory.

CONTRACTOR shall maintain an inventory of MFD Solid Waste and Recycling Containers, in sufficient number for CONTRACTOR to perform deliveries, repairs and exchanges of such equipment.

#### 7.1.4 Manner of Collection.

CONTRACTOR shall provide all MFD Collection Service with as little disturbance as commercially practicable. CONTRACTOR shall leave any MFD Solid Waste and Recycling Containers at the same point it was originally located without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

CONTRACTOR's employees providing MFD Collection Service shall follow the regular walk for pedestrians while on private property and shall take care to prevent damage to property, including flowers, shrubs, and other plantings.

#### 7.1.5 Additional Services.

CONTRACTOR shall provide "push services" as necessary during the provision of MFD Solid Waste Collection Service. Push services shall include, but not be limited to dismounting from the collection vehicle, moving the MFD Solid Waste and Recycling Containers from their storage location for collection and

returning the MFD Solid Waste and Recycling Containers to their storage location after emptying into the collection vehicle.

#### 7.1.6 Service Agreement.

CONTRACTOR shall obtain a signed service agreement from MFD Property Management prior to performing MFD Collection Service. CONTRACTOR shall provide the City Representative with copies of all signed service agreements within ten (10) Work Days of receipt by CONTRACTOR. The service agreements will contain at least the following information: Name and address of the MFD Service Unit; name, address and phone number of the contact person for the MFD Service Unit; Garbage Bin quantity, size and collection frequency; Recycling Bin and/or Recycling Cart quantity, size and collection frequency; and permission for CONTRACTOR to enter the premises for collection. The service agreement shall reflect any changes to service to the MFD Service Unit. In the event that CONTRACTOR is unable to obtain a signed service agreement for a MFD Service Unit, CONTRACTOR shall indemnify the CITY from any claims that may arise from the performance of MFD Collection Service, and notify the Billing Customer of the service level to be provided.

CONTRACTOR shall work with MFD Property Management, and the CITY if needed, to develop and implement an appropriate recycling system, including providing technical assistance and associated support materials to encourage proper use of recycling containers to maximize the collection of Recyclable Material.

CONTRACTOR shall direct MFD Property Management to contact the Yard Trimmings Collection service provider to establish Yard Trimmings Collection Service.

## 7.2 **MFD Solid Waste and Recyclable Material Collection Service.**

### 7.2.1 Conditions of Service.

CONTRACTOR shall provide MFD Solid Waste and Recyclable Material Collection Service to all MFD Service Units when the:

- Residential Solid Waste is properly deposited in the Garbage Bins.
- Recyclable Material is properly deposited in the Recycling Bins or ninety-six (96) gallon Recycling Carts (or in the case of corrugated cardboard is set out beside the Recycling Cart or Recycling Bin).

### 7.2.2 Non-Collection of Residential Solid Waste and Recyclable Material.

CONTRACTOR shall not be required to collect any Residential Solid Waste that is not placed in a Garbage Bin unless such Residential Solid Waste is outside the Garbage Bin as a result of overflow. CONTRACTOR shall not be

responsible for the cleaning or maintenance of solid waste enclosures unrelated to overflows. CONTRACTOR shall not be required to collect any Residential Solid Waste from any Garbage Bin or Compactor owned by the MFD Service Unit where the Garbage Bin or Compactor is not compatible with CONTRACTOR's collection equipment. In the event of non-collection, CONTRACTOR shall notify the MFD Property Management of the non-collection, and collect the Residential Solid Waste upon resolution of the cause for the non-collection.

CONTRACTOR shall not be required to collect Recyclable Material if the Service Recipient does not segregate the Recyclable Material from Residential Solid Waste. If Recyclable Material is contaminated through commingling with Residential Solid Waste, CONTRACTOR shall, if practical, separate the Residential Solid Waste from the Recyclable Material. The Recyclable Material shall then be collected and the Residential Solid Waste shall be left in the Recycling Bin or Recycling Cart. CONTRACTOR shall notify the MFD Property Management of the reason the Residential Solid Waste was not collected. However, in the event the Recyclable Material and Residential Solid Waste are commingled to the extent that they cannot easily be separated by CONTRACTOR or the nature of the Residential Solid Waste renders the entire contents of the Recycling Bin or Recycling Cart contaminated, CONTRACTOR shall notify the MFD Property Management of the reason for non-collection.

To minimize container overflows and recycling contamination, CONTRACTOR will maintain appropriate collection service levels (container sizes and collection frequencies) for MFD Service Units to maximize access to recycling while minimizing contamination of Recyclable Material and overflowing containers, following procedures in Exhibit 19, Part E.1 - MFD Coordination which may be modified by mutual agreement between CITY and CONTRACTOR.

### **7.3 Reporting of Problems and Non-Collection.**

CONTRACTOR shall use the Customer Service System on a daily basis to document all situations that prevent or hinder collection; all instances of non-collection and the reason for the non-collection; all replacements, repairs and exchanges of MFD Solid Waste and Recycling Containers. Except as otherwise provided in this Agreement, to the extent possible, CONTRACTOR shall make such reports by the end of the Work Day in which the event occurred; where it is not possible to make such reports by the end of the Work Day, CONTRACTOR shall report such events no later than the end of the next Work Day. CONTRACTOR will coordinate with the CITY to report issues arising from service levels at MFD Service Units, following procedures in Exhibit 19, Part E1.

7.3.1 Collection of Contaminated Recyclable Material as Residential Solid Waste.

Upon notification from the City Representative or MFD Property Management, CONTRACTOR shall collect the contaminated Recyclable Material as part of the next regularly scheduled MFD Solid Waste Collection and deliver the material to the Compostable Waste Processing Facility. For each such collection of contaminated materials from a Recycling Bin or Recycling Cart, CONTRACTOR shall be compensated as set forth in Exhibit 1A.

7.3.2 Residential Solid Waste and Recyclable Material Overflow.

CONTRACTOR shall pick up and transport Residential Solid Waste and Recyclable Material that are outside the MFD Solid Waste and Recycling Containers as a result of overflow. In the case of repeated overflows of Residential Solid Waste and Recyclable Material, CONTRACTOR shall contact the MFD Property Management to arrange for an appropriate change in MFD Solid Waste and Recycling Container size, collection frequency or both.

In the event CONTRACTOR cannot successfully contact the MFD Property Management after three attempts, or cannot reach an agreement with such management regarding the change in service, CONTRACTOR shall notify the City Representative with the details of the Residential Solid Waste or Recyclable Material overages, and the attempts at communication with the MFD Property Management. The City Representative shall respond to CONTRACTOR's report and make a final written determination. Within five (5) Work Days of receipt of the City Representative's written determination, CONTRACTOR shall change the frequency of the collection, or size and/or number of the MFD Solid Waste and Recycling Containers to the extent required by such written determination.

**7.4 Disposition of Residential Solid Waste and Recyclable Material.**

7.4.1 Compostable Waste Processing Facility.

CONTRACTOR shall transport and deliver all Residential Solid Waste collected as a result of performing MFD Solid Waste Collection Service in accordance with Exhibit 4, "Residential Solid Waste Program Operation Plan." In any case where a provision of this Agreement is contrary to a provision in the MFD Residential Solid Waste Program Operation Plan, the Plan shall prevail. The Plan may be modified from time to time by mutual written agreement of CONTRACTOR and City Representative in order to allow for improvements in collection, transfer or processing of Residential Solid Waste. Costs of transportation of materials to the Compostable Waste Processing Facility shall be the sole responsibility of CONTRACTOR.

In the event the Compostable Waste Processing Facility is unable to accept delivery of the MFD Solid Waste, CONTRACTOR shall deliver the MFD Solid Waste to such other appropriate facility as is approved in writing in advance by the City Representative, and both parties agree to negotiate additional transportation costs incurred by CONTRACTOR if applicable. If an alternate processing facility is unavailable, CONTRACTOR shall deliver MFD Solid Waste to the Disposal Facility utilizing the CITY's disposal capacity.

7.4.2 Materials Recovery Facility.

CONTRACTOR shall transport and deliver to the Materials Recovery Facility all Recyclable Material from MFD Recycling Service. In the event the Materials Recovery Facility is unable to accept delivery of the Recyclable Material, CONTRACTOR shall deliver the Recyclable Material to such other appropriate facility as is approved in advance by the City Representative. CONTRACTOR's failure to comply with this provision shall result in the levy of a liquidated damage as specified in Article 21 of this Agreement and may result in CONTRACTOR being in default under this Agreement.

**7.5 Provision and Maintenance of MFD Solid Waste and Recycling Containers.**

7.5.1 Delivery of Containers and Compactors.

CONTRACTOR shall deliver MFD Solid Waste and Recycling Containers and Compactors to all MFD Service Units including any MFD Service Units that may be added to the MFD Service Districts, within five (5) Work Days of executing the service agreement with the MFD Service Unit, and the quantity and size of the Containers and Compactors shall be as set forth in the service agreement.

7.5.2 Quality of MFD Solid Waste and Recycling Containers.

CONTRACTOR shall provide MFD Solid Waste and Recycling Containers that meet the specifications set forth in Exhibit 15. These Containers shall be painted or galvanized; affixed with the City logo, display the bin number and a customer service number; and maintained in a clean and sanitary condition.

7.5.3 Replacement and Exchange of MFD Solid Waste and Recycling Containers.

Under the following circumstances, CONTRACTOR shall replace or exchange each MFD Solid Waste and Recycling Container at no cost or inconvenience to the MFD Property Management, and at no cost to CITY:

- Damage by CONTRACTOR
- Natural wear and tear
- Mandatory Service Level Change Initiated by the CITY

Under the following circumstances, CONTRACTOR shall be compensated for the replacement or exchange of each MFD Solid Waste and Recycling Container in excess of one (1) replacement or exchange per Agreement Year, in accordance with the "Exchange in Excess of Once per Year" service rate for bins set forth in the MFD COLLECTION SERVICE section of Exhibit 1A, as adjusted under the terms of this Agreement:

- Stolen or Lost Container
- Damage not by CONTRACTOR
- Voluntary Service Level Change Initiated by the Service Recipient

All replacement, exchange, removal, or repair of MFD Solid Waste and Recycling Containers must be completed within five (5) Work Days of receiving notification from the City Representative, or MFD Property Management, whichever is earlier.

#### 7.5.4 Ownership of MFD Solid Waste and Recycling Containers.

CONTRACTOR is not responsible for maintenance of the MFD Solid Waste and Recycling Containers and Compactors that are owned by the MFD Property Management. The MFD Property Management may own the MFD Solid Waste and Recycling Containers and Compactors provided the Containers and Compactors are compatible with CONTRACTOR's collection equipment.

CONTRACTOR shall retain ownership of MFD Solid Waste and Recycling Containers distributed by CONTRACTOR except in the case of the termination of this Agreement due to the default of CONTRACTOR or expiration of term. Under such circumstances, the MFD Solid Waste and Recycling Containers shall, at no additional cost to CITY, become the property of CITY and CONTRACTOR shall submit to the City Representative an inventory of MFD Solid Waste and Recycling Containers including their locations, together with all indicia of ownership, and shall take all steps necessary to transfer ownership to CITY. CONTRACTOR shall retain ownership of all MFD Solid Waste and Recycling Containers in CONTRACTOR's possession at the expiration or termination of this Agreement.

#### 7.5.5 Annual Cleaning.

Once each Agreement Year, at the request of the City Representative or the MFD Property Management, and at no charge to CITY or the MFD Property Management, CONTRACTOR shall steam clean all MFD Solid Waste and Recycling Containers at the MFD Service Unit's premises, or shall remove the dirty MFD Solid Waste and Recycling Containers for cleaning and replace with clean MFD Solid Waste and Recycling Containers.



CONTRACTOR shall also provide this service as often as requested by the City Representative or the MFD Property Management. CONTRACTOR shall be compensated for the cost of those cleanings in excess of one (1) per Agreement Year, in accordance with the "Cleaning in Excess of Once per Year" service rate for Bins as set forth in the MFD COLLECTION SERVICE section of Exhibit 1A, as adjusted under the terms of this Agreement. This provision shall not apply to MFD Solid Waste and Recycling Containers owned by the MFD Property Management. In the event CONTRACTOR elects to remove the MFD Solid Waste and Recycling Containers for cleaning, CONTRACTOR shall receive compensation only for the cleaning and shall not receive compensation for the exchange.

## **7.6 MFD Large Item Collection Service.**

CONTRACTOR shall perform MFD Large Item Collection Service in accordance with the following terms and conditions:

### **7.6.1 Frequency of Service.**

CONTRACTOR shall provide MFD Large Item Collection Service on an on-call basis to MFD Service Units. Except where the public or private street providing access to the Large Item is closed to vehicular traffic, collection shall be made within five (5) Work Days of the MFD Property Management's request for service.

### **7.6.2 Conditions of Service.**

CONTRACTOR shall provide on-call MFD Large Item Collection Service to all MFD Service Units whose Large Items have been placed at a location agreed to by CONTRACTOR and the MFD Property Management, that will provide safe and efficient accessibility to CONTRACTOR's collection crew and vehicle. CONTRACTOR shall notify the MFD Property Management in advance of the specific Work Day the service will be provided.

### **7.6.3 Large Item Collection Service.**

CONTRACTOR agrees to provide MFD Large Item Collection Service and/or SFD Large Item Collection Service to be determined by the City Representative up to ten (10) times per Fiscal Year through the term of this Agreement. Each set-out of up to three (3) Large Items shall be considered a single collection. The MFD Large Item Collection Service and/or SFD Large Item Collection Service will be at no charge to the CITY or Service Recipient.

### **7.6.4 Non-Collection.**

In the event of non-collection, CONTRACTOR shall notify the MFD Property Management of the reason for non-collection.

CONTRACTOR shall not be required to collect more Large Items from a MFD Service Unit than the number specified at the time the request was made to the CONTRACTOR.

7.6.5 Maximum Reuse and Recycling.

CONTRACTOR shall process Large Items collected from MFD Service Units pursuant to this Agreement in accordance with the following hierarchy:

- Reuse as is (where energy efficiency is not compromised)
- Disassemble for reuse or Recycling
- Recycle
- Disposal

CONTRACTOR shall not landfill such Large Items unless the Large Items cannot be reused or recycled.

7.6.6 Large Items Containing Freon.

In the event CONTRACTOR collects Large Items that contain freon, CONTRACTOR shall handle such Large Items in a manner such that the Large Items are not subject to regulation as Hazardous Waste under applicable state and federal laws or regulations.

7.6.7 Disposition of Large Items.

CONTRACTOR shall transport Large Items to the Compostable Waste Processing Facility, except as otherwise directed by the City Representative.

7.6.8 CITY Direction of Large Items.

CITY reserves the right to direct CONTRACTOR to take Large Items collected from MFD Service Units to designated site(s) within fifty (50) miles of the city limits of the City of San José for the purpose of permitting persons who will reuse or recycle such Large Items to obtain the Large Items at no cost. CONTRACTOR shall have no obligation to dispose of the Large Items or Large Item Residue remaining at the site or sites after reusers and recyclers have removed reusable or recyclable Large Items.

**ARTICLE 8. RESERVED**

## ARTICLE 9. CITY FACILITY COLLECTION SERVICE

### 9.1 General Provisions.

#### 9.1.1 Frequency of Service.

CONTRACTOR shall provide City Facility Solid Waste Collection Service to each City Facility Service Unit at least once every week on a scheduled route basis, Monday through Saturday. Recyclable Material may be collected once a week or once every two weeks based on the needs of the City Facility Service Unit. Roll-Off Containers containing Rubbish shall be collected at least once every two weeks. Collection times, days, and frequencies may be adjusted by the City Representative.

CONTRACTOR shall provide Sunday Solid Waste Collection Services for Roll-off Containers and/or Compactors at the request of the City Representative. For on-call service, arrangements shall be made on the Friday prior to the Sunday service day. The City Facility Solid Waste collected on Sunday may be delivered to the Compostable Waste Processing Facility on the next Work Day.

#### 9.1.2 Accessibility.

CONTRACTOR shall collect all City Facility Solid Waste and Recycling Containers that are readily accessible to the CONTRACTOR's crew and vehicles and not blocked. If CONTRACTOR is unable to access a City Facility Solid Waste and Recycling Container for service, CONTRACTOR shall inform the dispatcher of his location and the circumstances preventing access. CONTRACTOR shall then locate the City Facility Service Unit to gain access. If CONTRACTOR is unable to make contact, the incident will be noted in the database and reported to the City Representative on the same day.

CONTRACTOR shall also provide "push services" as necessary. Push services shall include, but not be limited to, dismount from the collection vehicle, moving the City Facility Solid Waste and Recycling Containers from their storage location for collection and returning said containers to their storage location after emptying into the collection vehicle.

#### 9.1.3 Manner of Collection.

CONTRACTOR shall provide all City Facility Collection Services with as little disturbance as commercially practicable. CONTRACTOR shall leave any City Facility Solid Waste and Recycling Containers at the same point of original location without obstructing alleys, roadways, driveways, sidewalks or mailboxes. CONTRACTOR's employees providing City Facility Collection Services shall follow the regular walk for pedestrians while on private property and shall take care to prevent damage to property, including flowers, shrubs, and other plantings.

9.1.4 Conditions of Service.

CONTRACTOR shall provide City Facility Solid Waste and Recyclable Material Collection Service to all City Facility Service Units when the:

- City Facility Solid Waste is properly deposited in the Garbage Bins, and the Garbage Bins are readily accessible to CONTRACTOR's crew and vehicles and are not blocked from access.
- Recyclable Material is properly deposited in the Recycling Bins or ninety-six (96) gallon Recycling Carts (or corrugated cardboard set out beside the Recycling Cart or Recycling Bin) and the Recycling Bins or Recycling Carts are accessible to CONTRACTOR's crew and vehicles and are not blocked from access.
- CONTRACTOR shall collect baled corrugated cardboard from specified City Facilities and/or Third Party Managers. Third Party Managers are defined for the purposes of this Agreement to include, but are not limited to: the operator(s) of the San Jose McEnery convention Center, the Civic/Parkside Hall complex, the Center for Performing Arts, the Montgomery Theater, and the San Jose Museum of Art.
- Compactor service shall be made available to existing or future City Facility Service Units, whether with City-owned or CONTRACTOR-provided Compactors.

9.1.5 Non-Collection.

CONTRACTOR shall not be required to collect any City Facility Solid Waste or Recyclable Material that is not placed in City Facility Solid Waste and Recycling Containers or if the contents exceed the capacity of the containers, with the exception of corrugated cardboard.

9.1.6 City Facility Solid Waste Overflow.

CONTRACTOR shall pick up and transport City Facility Solid Waste that is outside the Garbage Bin as a result of overflow. In the case of repeated overflows of City Facility Solid Waste, CONTRACTOR shall contact the City Representative to request an appropriate change in Garbage Bin size, collection frequency or both. However, no change shall take place without the written approval of the City Representative. The City Representative shall respond to CONTRACTOR's request in writing and within five (5) Work Days of receipt of the City Representative's written determination, CONTRACTOR shall change the frequency of the Solid Waste Collection Service or the size of the Garbage Bin.

**9.2 Disposition of City Facility Solid Waste and Recyclable Material.**

9.2.1 Compostable Waste Processing Facility.

CONTRACTOR shall transport and deliver all City Facility Solid Waste collected as a result of performing City Facility Solid Waste Collection Service in accordance with Exhibit 4, "Residential Solid Waste Program Operation Plan." In any case where a provision of this Agreement is contrary to a provision in the MFD Residential Solid Waste Program Operation Plan, the Plan shall prevail. The Plan may be modified from time to time by mutual written agreement of CONTRACTOR and City Representative in order to allow for improvements in collection, transfer or processing of City Facility Solid Waste. Costs of transportation of materials to the Compostable Waste Processing Facility shall be the sole responsibility of CONTRACTOR.

In the event the Compostable Waste Processing Facility is unable to accept delivery of the City Facility Solid Waste, CONTRACTOR shall deliver the City Facility Solid Waste to such other appropriate facility as is approved in writing in advance by the City Representative, and both parties agree to negotiate additional transportation costs incurred by CONTRACTOR if applicable. If an alternate processing facility is unavailable, CONTRACTOR shall deliver City Facility Solid Waste to the Disposal Facility utilizing the City's disposal capacity.

CITY reserves the right to deliver City Facility Solid Waste or source-separated Compostable Waste from City Facility and Third Party Managers.

9.2.2 Materials Recovery Facility.

CONTRACTOR shall transport and deliver to the Materials Recovery Facility all Recyclable Material collected as a result of performing City Facility Recycling Service. In the event the Materials Recovery Facility is unable to accept delivery of the Recyclable Material, CONTRACTOR shall deliver the Recyclable Material to such other appropriate facility as is approved in advance by the City Representative. CONTRACTOR's failure to comply with this provision shall result in the levy of a liquidated damage as specified in Article 21 of this Agreement and may result in CONTRACTOR being in default under this Agreement.

**9.3 Provision and Maintenance of City Facility Solid Waste and Recycling Containers.**

9.3.1 Purchase and Distribution of City Facility Solid Waste and Recycling Containers.

CONTRACTOR shall purchase and distribute fully assembled and functional City Facility Solid Waste and Recycling Containers to City Facility Service Units that are added during the term of this Agreement as directed by the City Representative. The sizes of the City Facility Solid Waste and Recycling Containers to be distributed will be in accordance with the information provided by the City

Representative to CONTRACTOR and CONTRACTOR shall complete the distribution within five (5) Work Days of the receipt of the information from the City Representative. If directed by the City Representative, CONTRACTOR will provide multiple City Facility Solid Waste and Recycling Containers to a City Facility Service Unit. City Facility Solid Waste and Recycling Containers shall display CONTRACTOR's name, customer service phone number and an identification number.

CONTRACTOR shall provide City Facility Solid Waste collection in Front-Load Bins, Roll-off Containers and Compactors; and City Facility Recyclable Materials (see Exhibit 13) in Front-Load Bins, Recycling Carts, Roll-off Containers and Compactors.

In addition, CONTRACTOR shall identify Roll-Off Containers and Compactors with scheduled or regular on-call service with a City emblem and a unique number specified by the City Representative. These markings and their application must remain consistent throughout the life of the Agreement, subject to modification by written direction of the City Representative.

9.3.2 Replacement of City Facility Solid Waste and Recycling Containers.

CONTRACTOR's employees shall take care to prevent damage to City Facility Solid Waste and Recycling Containers by unnecessary rough treatment. Any City Facility Solid Waste and Recycling Containers damaged by CONTRACTOR shall be replaced by CONTRACTOR, at CONTRACTOR's expense, within ten (10) Work Days at no cost or inconvenience to the City Facility Service Unit and at no cost to CITY.

Upon notification to CONTRACTOR by the City Representative or City Facility Service Unit that the City Facility Service Unit's City Facility Solid Waste and Recycling Container(s) have been stolen or damaged beyond repair through no fault of CONTRACTOR, CONTRACTOR shall deliver a replacement City Facility Solid Waste and Recycling Container(s) to the City Facility Service Unit within ten (10) Work Days of the notification.

Each City Facility Service Unit shall be entitled to the replacement of one (1) lost, destroyed, or stolen City Facility Solid Waste and Recycling Container during the term of this Agreement at no cost to the City Facility Service Unit or CITY. Except in the case where CONTRACTOR elects to replace a City Facility Solid Waste and Recycling Container rather than perform on-site repairs, CONTRACTOR shall be compensated for the cost of those replacements in excess of one (1) per City Facility Service Unit during the term of this Agreement, in accordance with the "Exchanges in Excess of Once per Year" service rate set forth in the City Facility Collection Services Section of Exhibit 1B as adjusted under the terms of this Agreement.

9.3.3 Repair of City Facility Solid Waste and Recycling Containers.

CONTRACTOR shall be responsible for repair of City Facility Solid Waste and Recycling Containers in the areas to include, but not be limited to, hinged lids, wheels and axles. Within ten (10) Work Days of notification by the City Representative or a City Facility Service Unit of the need for such repairs, CONTRACTOR shall repair the City Facility Solid Waste and Recycling Containers or, if necessary, remove the City Facility Solid Waste and Recycling Containers for repair and deliver replacement City Facility Solid Waste and Recycling Containers to the City Facility Service Unit.

9.3.4 City Facility Solid Waste and Recycling Container Exchanges.

Within ten (10) Work Days of notification to CONTRACTOR by the City Representative or a City Facility Service Unit that a change in the size of a City Facility Solid Waste and Recycling Container is required, CONTRACTOR shall deliver such City Facility Solid Waste and Recycling Container to the City Facility Service Unit, and remove the City Facility Solid Waste and Recycling Container that is being replaced. Each City Facility shall be eligible to receive one (1) free exchange per Agreement Year during the term of this Agreement. CONTRACTOR shall be compensated for the cost of those exchanges in excess of one (1) per Agreement Year, in accordance with the "Bin Exchanges in Excess of Once per Year" service rate as set for in the City Facility Collection Services Section of Exhibit 1B, as adjusted under the terms of this Agreement.

9.3.5 Ownership of Garbage City Facility Solid Waste and Recycling Containers.

City Facility Solid Waste and Recycling Containers in the possession of a City Facility or Third Party Manager as of the effective date of this Agreement and all City Facility Solid Waste and Recycling Containers distributed by CONTRACTOR during the term of this Agreement shall be the property of CONTRACTOR. CONTRACTOR shall retain ownership of such City Facility Solid Waste and Recycling Containers during the term of this Agreement. The exception to this provision includes City-purchased Compactors.

9.3.6 Annual Cleaning.

At a minimum of once per calendar year, at the request of the City Representative and at no charge to CITY or the City Facility Service Units, CONTRACTOR shall steam clean all City Facility Solid Waste and Recycling Containers. CONTRACTOR shall replace the dirty City Facility Solid Waste and Recycling Containers with clean City Facility Solid Waste and Recycling Containers and remove the dirty City Facility Solid Waste and Recycling Containers for cleaning. CONTRACTOR shall submit to City a cleaning schedule no less than thirty (30) days in advance along with a description of the methodology no later than



each April 1, and all bin cleanings shall be completed by October 1 of each Agreement year unless otherwise directed by the City Representative. CITY reserves the right to determine the order in which routes and/or City Facilities will be cleaned. CONTRACTOR shall also provide this service as often as requested by the City Representative or the City Facility Service Units. CONTRACTOR shall be compensated for the cost of those cleanings in excess of one (1) per year, in accordance with the "Cleaning in Excess of Once per Year" service rate for Bins as set forth in Exhibit 1, as adjusted under the terms of this Agreement. This provision shall not apply to Compactors owned by the City Facility Service Unit or Third Party Managers.

CONTRACTOR shall receive compensation only for the City Facility Solid Waste and Recycling Container cleaning and shall not receive compensation for a City Facility Solid Waste and Recycling Container exchange.

9.3.7 Inventory and Daily Report.

CONTRACTOR shall maintain an inventory of City Facility Solid Waste and Recycling Containers in sufficient number for CONTRACTOR to perform deliveries, repairs and exchanges of such equipment in a timely manner.

In addition, the route driver shall report all City Facility Solid Waste and Recycling Containers in need of replacement, repair or exchange to the CONTRACTOR's office at the end of each Work Day.

**9.4 Special Projects and/or Events.**

CONTRACTOR shall make the City Facility Collection Services described in this Agreement available for one-time or short-term basis for special projects, special events, or other City locations to be determined by the City Representative.

**9.5 Availability of Service to Third Party Managers.**

CONTRACTOR shall make the City Facility Collection Services described in this Agreement available to the City's Third Party Managers on the same terms and conditions as the service to the City Facility Service Units except as otherwise provided. CONTRACTOR shall invoice Third Party Managers separately. CITY is not responsible to CONTRACTOR for any Third Party Managers' defaults under this Agreement.

## **ARTICLE 10. RECYCLABLE MATERIAL PROCESSING**

### **10.1 Materials Recovery Facility.**

CONTRACTOR shall provide the Materials Recovery Facility for processing all Recyclable Materials collected pursuant to this Agreement. CONTRACTOR shall Process all Recyclable Materials to meet Market Specifications. CONTRACTOR further acknowledges that many material markets (end-users, paper mills, etc.) have mill or user-specific specifications that may or may not be more stringent than the ISRI specifications, and CONTRACTOR further acknowledges that it shall be responsible for meeting any such other more stringent specifications in order to meet the diversion standards as specified in Article 19 of this Agreement.

### **10.2 Processing of Recyclable Material.**

CONTRACTOR acknowledges that all Recyclable Materials collected under the terms of this Agreement are to be Processed unless written authorization to not Process a specific Recyclable Material is received from the City Representative. CONTRACTOR acknowledges that Processing some Recyclable Materials may not be profitable but CONTRACTOR nevertheless shall Process Recyclable Materials as required hereunder. CITY acknowledges that CONTRACTOR's Residue may contain Recyclable Materials that were contaminated, and may contain de minimus amount of clean material that escaped sorting.

CONTRACTOR shall not load materials from the tip floor for transport off-site without prior written authorization from the City Representative. This restriction does not apply to materials that have been pulled from the tip floor as a result of the pre-sort operation, to materials that have been fully processed through the MRF, or to materials that are being transferred to a CITY-approved Alternative Processing Facility pursuant to the Agreement.

### **10.3 Modification of Market Specifications.**

Market Specifications may be modified by CITY based on input from CONTRACTOR, to accommodate material categories that are separated from and typical of a single stream recyclable program or that are either not listed by ISRI or cannot reasonably be processed to meet ISRI specifications. In evaluating the need to modify Market Specifications, CITY shall consider the following criteria:

- the intent of the Agreement that Recyclable Materials be separated in a manner so as to allow them to be sold for their highest and best use;
- the commodity specifications required by a list of commodity brokers located in the San Francisco Bay Area. This list and any amendments shall be developed by the CITY in consultation with CONTRACTOR;

- the commodity specifications used by the list of Peer Recyclable Material Facilities. This list and any amendments shall be developed by the CITY in consultation with CONTRACTOR; and
- information provided by CITY staff, consultants, and CONTRACTOR.

#### **10.4 Review of Market Specifications.**

On or before July 1, 2021, and semi-annually thereafter at CONTRACTOR's request, CITY will develop or update information that may be used to modify the Market Specifications. In obtaining this information, CITY will obtain information from the Peer Recyclable Material Facilities related to the standards to which the Peer Facilities are processing a material that is lower than the equivalent ISRI specification. The Peer Facility Specifications will be ranked and the median Peer Facility Specification may be used in place of ISRI specification for a temporary period to be agreed upon by the CONTRACTOR and City Representative.

#### **10.5 Recycling Markets "Safety Net"**

CONTRACTOR and CITY will maintain a "safety net" for recycling commodity markets for the term of the Agreement.

The commodity markets for recyclables experience cyclical changes and fluctuations in market price due to supply and demand, periodic strikes, transportation issues, and other reasonably foreseeable events ("Market Forces"). The "safety net" specified in this Section 10.5 will not address market price fluctuations or other changes due to Market Forces. If market prices for recyclables fluctuate as a result of Market Forces, CONTRACTOR shall be solely responsible for any potential economic impacts and will not approach the CITY for adjustments to compensation.

However, if recyclable commodity markets become not reasonably available (if the average commodity price drops by an agreed-upon percent under the previous five-year average, according to third-party recycling market indices), or there are other unforeseeable events related to the recyclable commodity market that cause ongoing economic impact, CONTRACTOR and CITY will meet to discuss a reasonable modification to the provisions of the Material Recovery Standard and/or other adjustments to CONTRACTOR's recycling obligations under this Agreement.

#### **10.6 Capacity and Reporting Requirements.**

CONTRACTOR shall ensure there is sufficient capacity at the Materials Recovery Facility to process, and store until marketed, all Recyclable Material collected by CONTRACTOR pursuant to this Agreement during any one week collection period. CONTRACTOR shall maintain procedures, records and internal controls to preclude the commingling of Recyclable Material collected pursuant to this Agreement with any and all other materials delivered to the Materials Recovery Facility and to ensure complete, accurate and timely recording and reporting of Recyclable Material processing. At a

minimum, CONTRACTOR shall perform or shall cause to be performed, all of the following:

- All Recyclable Material shall be weighed upon delivery to the Materials Recovery Facility and all weight (gross and tare) and related delivery information, including date, time, material type, route and truck number, shall be recorded and reported to the CITY as specified in Exhibit 10 (“DATA AND REPORTING”) of this Agreement.
- All processed Recyclable Material shall be weighed after baling, containerizing or other processing at the time of shipment from the MRF or Alternate Facility and the weights shall be recorded and reported to the CITY as specified in Exhibit 10.
- The weights of all materials received, the weights of all materials Processed, the weights of all materials sold, the number of bales stored, and weights of all materials disposed as Residue shall be reconciled on a weekly basis.
- In the event an alternate storage facility is needed, the weights of all Processed materials transported for temporary storage and the storage location shall be reported upon each occurrence;
- Each bale shall be tagged with a bale tag that contains at a minimum: a non-repeating identification number and material type.
- All scales shall be registered with the County Department of Weights and Measures and shall be regularly maintained to ensure their reliability and continued functioning. Current certificates of registration, inspection reports and all maintenance records shall be made available for review by CITY upon receipt of written request from the City Representative. Scales shall be operated in the same manner as required by State weigh master regulations.

#### **10.7 Disposition of Residue.**

CONTRACTOR shall properly dispose of any and all Residue remaining from the processing of material collected as part of MFD and SFD Recycling Services at the Disposal Facility.

To determine the amount of Residue CONTRACTOR will dispose at the Disposal Facility, CONTRACTOR shall ensure, at a minimum, that the following Residue audits are performed at no cost to the CITY and as directed by the CITY.

- One (1) audit each calendar year of material collected from SFD Service Units as part of SFD Recycling Service with an approximate total weight of 30 tons delivered to the Materials Recovery Facility;

- One (1) audit each calendar year of material collected from MFD Service Units as part of MFD Recycling Service with an approximate total weight of 30 tons delivered to the Materials Recovery Facility;

To facilitate the Residue audits, CONTRACTOR shall coordinate with the City Representative as to dates and routes of material. Audit loads must represent different routes, different truck numbers, and different collection days for each successive audit.

The procedure for these audits is as follows:

- Prior to processing of material collected from MFD Recycling Service or SFD Recycling Service, all bunkers will be cleaned out.
- Material will be weighed on the inbound scale.
- Material from the collection vehicles will be tipped into a bunker on the floor of the Materials Recovery Facility.
- Material will be fed onto the single-stream Recyclable Material Processing Line.
- Recyclable Materials and Residue will be sorted out and placed in the appropriate bunker(s) and/or bin(s).
- The materials from bunker(s) and/or bin(s) will be removed and weighed individually.

Data from the Residue audit will be compiled and reported to the CITY on the same day as the audit. The report will include, but not be limited to, the tonnage information by category, including: Residue, paper, plastic, glass, metal, and any other categories to be determined by mutual agreement between CONTRACTOR and the City Representative. The scale system, database, and operational procedures in place at the Materials Recovery Facility shall allow for the allocation of material and residue percentages to appropriate jurisdictions that are based on these types of audits and reports to the State.

If an audit is not completed following the procedures and/or is not reasonably representative of the recyclables collected CONTRACTOR may request a replacement audit within one month after the audit. This replacement audit will be at CONTRACTOR's expense.

CITY will use the data from these audits to calculate Residue rates for monthly application to the respective collected tons of material collected from SFD Recycling Service and material collected from MFD Recycling Service. The Residue rate calculations will use the total sampled tons and Residue tons from the five most recent audits, thereby establishing a rolling total of the most recent five audits. As of June 1, 2021, the most recent results related to Residue audits:

<b>SFD</b>	Audit 1 (12/8/2016)	Audit 2 (11/2/2017)	Audit 3 (12/8/2018)	Audit 4 (10/18/2019)	Audit 5 (9/23/2020)
Tons sampled	29.40	30.95	30.87	30.09	32.37
Tons Residue	5.80	6.50	8.61	9.96	7.89

SFD starting Residue percentage = (Tons Residue from Last Five Audits)/(Tons sampled from Last Five Audits) = 38.76/153.68 = 25.22%

<b>MFD</b>	Audit 1 (6/9/2016)	Audit 2 (1/31/2017)	Audit 3 (5/30/2018)	Audit 4 (10/25/2019)	Audit 5 (9/18/2020)
Tons sampled	25.43	34.33	30.15	37.35	34.50
Tons Residue	6.72	13.45	11.11	15.10	14.99

MFD starting Residue percentage = (Tons Residue from Last Three Audits)/(Tons sampled from Last Three Audits) = 61.37/161.76 = 37.94%

Subsequent audit totals will replace the least recent audit to determine the respective MFD and SFD Residue rates.

Example: Calculation of Residue Rate - Rolling Total of Five Most Recent Audits

*Assumptions*

Sampled Tons from Last Four Audits: 125.00  
Residue Tons from Last Four Audits: 42.00  
Sampled Tons of New Audit: 30.00  
Sample Residue Tons of New Audit: 10.00

*Calculations*

Residue Rate = (Residue Tons from Last Four Audits + Audited Residue Tons of New Audit) / (Audited Tons from Last Four Audits + Audited Tons of New Audit)  
Residue Rate = (42.00 + 10.00) / (125.00 + 30.00) = 52.00/155.00 = 33.55%

CONTRACTOR shall ensure that the Total Residue as calculated will be disposed of at the Disposal Facility at no additional cost to CITY. CONTRACTOR will report the disposal of all residue tons to CITY on a monthly basis per the requirements of the Agreement, as specified in Exhibit 10. Residue disposed over the Total Residue calculated for a Fiscal Year will not carryover to the next Fiscal Year. The Residue audits and procedures for determining and reporting the amount of Residue may be modified as needed by mutual agreement between CITY and CONTRACTOR without the necessity of a written amendment. Such modification could include mutual agreement to no longer perform audits.

**10.8 Alternate Facility.**

10.8.1 Alternate Processing Facility.

CONTRACTOR shall secure processing capacity at an alternative facility, approved by the City Representative, when the Materials Recovery Facility is closed because of the order of a regulatory agency having jurisdiction over the Materials Recovery Facility or the Materials Recovery Facility is unable to process Recyclable Material in accordance with the requirements of this Agreement. CONTRACTOR shall submit an alternate processing facility plan in accordance with the outline set forth in Exhibit 22 ("ALTERNATE PROCESSING FACILITY PLAN"). CITY will make a final determination within thirty (30) calendar days of receipt of CONTRACTOR's alternate processing facility plan.

10.8.2 Alternate Storage Facility.

In the event the Materials Recovery Facility is unable to store the amount of material required by Section 10.6, CONTRACTOR, at CONTRACTOR's sole cost and expense, may arrange for alternate storage capacity at a facility approved in advance by the City Representative, provided that all material collected pursuant to this Agreement shall be kept segregated from all other material at the alternate facility. The materials that were not Processed before transportation to the Alternate Facility shall be transported back to the Materials Recovery Facility for Processing unless another arrangement is approved in advance by the City Representative. Materials that were processed prior to the transfer to the Alternate Facility may be sold directly from the Alternate Facility, provided that the material shall not be commingled with any other materials prior to shipping offsite and provided that CONTRACTOR shall submit to CITY reports required by this Agreement segregated by Alternate Facility.

10.8.3 Temporary Use of Alternate Facility.

CONTRACTOR must notify the City Representative electronically or in writing, at least two hours in advance if materials are to be taken to the Alternate Facility. CONTRACTOR may request approval to process at the Alternate Facility for a maximum of 30 calendar days. The CITY reserves the right to extend the duration of the approval; or rescind the approval if CONTRACTOR fails to comply with the terms of the Agreement. The CITY's decision shall be in writing and shall address the following factors in determining whether or not to approve an alternative processing and/or storage facility:

- the rights afforded to CITY with respect to access to the Alternate Facility and records;
- protocols to assure accurate weighing of incoming Recyclable Material;
- protocols to assure that Recyclable Material will be Processed at the Alternate Facility as required under this Agreement;

- in the event that Recyclable Material is commingled at the Alternate Facility, a statistically reliable methodology for measuring total separated Recyclable Material and Residue subject to approval from the City Representative; and
- assurance that all reports required of CONTRACTOR pursuant to this Agreement could still be made on a timely basis for all activities occurring at the Alternate Facility.

#### 10.8.4 Reporting of Alternate Facility.

In addition to CONTRACTOR's existing reporting requirements, CONTRACTOR must report daily, either electronically or in writing, the tonnage of material taken to the Alternate Facility.

#### 10.8.5 Direction to Alternate Facility.

In the event that CONTRACTOR is unable to comply with the processing requirement of this Agreement and the material would otherwise be landfilled, the CITY reserves the right to require that CONTRACTOR deliver the material to an alternate facility (other than the Materials Recovery Facility or Alternate Facility). The cost of processing for these services will be at CONTRACTOR's sole expense. If CITY incurs costs to provide alternate processing services, the costs shall be deducted from CITY's monthly invoice payment(s) to CONTRACTOR for Recycle Plus Services. Any revenues from the sale of the material would belong to the alternate facility.

### **10.9 E-Waste Processing.**

CONTRACTOR shall cause the E-Waste to be processed with a person or entity in compliance with the Basel Action Network e-Stewardship Standard or another comparable standard approved by the CITY.

### **10.10 Use as Alternative Daily Cover.**

CONTRACTOR shall ensure that the Recyclable Material collected pursuant to this Agreement is not disposed of in a landfill nor utilized as alternative daily cover ("ADC") at a landfill or other landfill application without prior written approval of the Director

### **10.11 Transformation of Recyclable Material.**

CONTRACTOR acknowledges that the California Integrated Waste Management Act requires solid waste diversion from landfill disposal and that transformation, as defined in Public Resources Code Section 40201, is not an acceptable method for meeting said diversion requirements. CONTRACTOR shall not Process by means of transformation any Recyclable Material collected under this Agreement, nor shall CONTRACTOR ship, transport, deliver or otherwise make available any such Recyclable Material to any person for the purpose of transformation, without the express prior written authorization of Director



NVF:MJV:CLS  
06/14/2021

This restriction shall remain in force regardless of any change in the definition of transformation or in the ability of CITY to count transformation as diversion under State law.

## **ARTICLE 11. ADDITIONAL SERVICES**

### **11.1 Public Education and Outreach Program.**

CITY will be responsible for public education and outreach related to the Recycle Plus Program. If CONTRACTOR chooses to distribute public education and outreach materials or engage in outreach activities related to the Recycle Plus Program at its own expense, such materials or activities must be approved by the City Representative in advance. Copies of any outreach material and/or a description of the outreach activities shall be submitted to the City Representative for prior review and approval at least fifteen (15) Work Days in advance of providing the outreach to the public.

CONTRACTOR shall provide copies of approved outreach material to the City Representative within five (5) Work Days after publication.

### **11.2 News Media Relations.**

CONTRACTOR shall notify the City Representative by email or phone of all requests for news media interviews related to the Recycle Plus Program within twenty-four (24) hours of CONTRACTOR's receipt of the request. Before responding to any inquiries involving Recycle Plus-related issues or any issues likely to affect participation or Service Recipient perception of services, CONTRACTOR will discuss CONTRACTOR's proposed response with the City Representative.

Copies of draft news releases or proposed trade journal articles shall be submitted to the City Representative for prior review and approval at least five (5) Work Days in advance of release, except where CONTRACTOR is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case CONTRACTOR shall submit such materials to the City Representative simultaneously with CONTRACTOR's submittal to such regulatory agency.

Copies of articles resulting from media interviews or news releases related to CONTRACTOR's providing services under this Agreement shall be provided to the City Representative within five (5) Work Days after publication.

### **11.3 Pilot Programs.**

#### **11.3.1 Residential Service.**

CITY may request CONTRACTOR to conduct pilot test programs that temporarily change the collection method, the type of service, or the service schedule for a portion of the Service Units in CONTRACTOR's Service Districts. A pilot test program shall be limited to no more than ten percent (10%) of the Service Units in the Service Districts and to a term of no more than eighteen (18) months unless otherwise specifically agreed by CONTRACTOR and the Director.

#### **11.3.2 Recordkeeping.**

CONTRACTOR shall perform any additional record keeping required by a pilot test program.

**11.3.3 Letter Agreement.**

If CONTRACTOR agrees to perform a pilot test program, CONTRACTOR and the Director shall execute a letter of agreement prior to the start of the pilot test program. The letter of agreement shall set forth the terms of the pilot test program including program costs, program operating parameters, and program duration.

If a pilot test program affects the cost of providing Collection Services, the program costs set forth in the letter of agreement may include an adjustment to the monthly payments otherwise payable to CONTRACTOR under this Agreement to reflect the benefits and/or burdens of the pilot test program. The adjustment shall be set so as to capture any increase or decrease in CONTRACTOR's direct operating costs resulting from the pilot test program. "Direct operating costs" include planning costs; labor expense, including supervision (wages employment taxes, and fringe benefits); materials, supplies and fuel; and amortized costs of new equipment purchased or equipment modified for the pilot test program. Any increases in direct operating costs must be established by CONTRACTOR and must be capable of verification by an independent auditor.

**11.4 Targeted Clean-Up Service.**

**11.4.1 Level of Service.**

CONTRACTOR shall, at the request of the City Representative, provide up to 12 bins during each Agreement Year including 10-cubic yard, 30-cubic yard, or 40 cubic-yard Roll-Off Containers for use for Targeted Clean-Up Events of designated public or private property conducted by the CITY's Code Enforcement Division. This service shall be at no cost to the CITY. CONTRACTOR shall not provide any bins in excess of the 12 bins.

**11.4.2 Schedule of Service.**

Each Targeted Clean-Up event shall consist of a single collection day, Monday through Saturday, beginning at 8:00 a.m. and ending no later than 6:00 p.m. Next day collection may be requested or approved by the City Representative. The City Representative shall provide written notification to CONTRACTOR not less than seven (7) calendar days prior to the date of the service specifying the date of delivery and collection of the Roll-Off Containers, the location(s) for delivery, and the number and size of the Roll-Off Containers to be delivered; provided, however, that the City Representative may request reasonable

changes in the number or size of Roll-Off Containers up to and including the day of the clean-up event.

#### **11.5 Other Programs and Services.**

CONTRACTOR shall provide other services and programs related to the Recycle Plus Program as requested by CITY at a price to be mutually agreed upon between CONTRACTOR and the Director. In the event CONTRACTOR and the Director cannot reach a mutually agreed upon price for the requested service or program within sixty (60) calendar days of CITY's request, CITY shall have the right to procure the service of other vendors or contractors to provide the requested service.

#### **11.6 Natural Disaster.**

In the event of a tornado, major storm, earthquake, fire, natural disaster, or other such event, the City Representative may grant CONTRACTOR a variance from regular routes and schedules, and exempt CONTRACTOR from default under this Agreement. As soon as practicable after any such event, CONTRACTOR shall advise the City Representative when it is anticipated that normal operations, routes and schedules can be resumed. The City Representative shall make an effort through the local news media to inform the public when regular services may be resumed. Clean-up from some events may require that CONTRACTOR hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. CONTRACTOR shall receive additional compensation, above the normal compensation contained in this Agreement, to cover the costs of rental equipment, additional personnel, overtime hours and other documented expenses based on the rates set forth in Exhibit 1 to this Agreement, provided CONTRACTOR has first secured written authorization and approval from the City Representative.

#### **11.7 Emergency Collection Services.**

CONTRACTOR may be required to provide Collection Services on an emergency services basis. If CITY requires CONTRACTOR to provide such emergency services, CONTRACTOR shall be compensated for such services at the service rates set forth in Exhibit 1 to this Agreement.

#### **11.8 Labor Action.**

In the event any interruption in Collection Services is the result of labor actions such as strikes, lockouts and other labor disturbances involving CONTRACTOR's employees, CONTRACTOR will not be in default of this Agreement or be assessed liquidated damages provided there is no material disruption in service. "Material disruption in service" during the first thirty (30) calendar days of a labor action means the inability to provide Collection Services to each collection route for a minimum of once every ten (10) Work Days. In the first thirty (30) calendar days, the City shall waive liquidated damages on the conditions that CONTRACTOR adheres to Exhibit 19 ("WORK PLANS ") and there

is no material disruption in service. After the first thirty (30) calendar days of a labor action, the City may waive liquidated damages on a month to month basis. The decision to waive liquidated damages shall be based on the conditions that CONTRACTOR adheres to Exhibit 19 (“WORK PLANS”) and there is no material disruption in service. “Material disruption in service” after the first thirty (30) calendar days of a labor action shall mean the inability to provide Collection Services for each collection route for a minimum of once every ten (10) calendar days. At any time in determining whether liquidated damages should be applied, the CITY will reasonably evaluate evidence regarding the impact of all circumstances arising out of the labor action that impeded CONTRACTOR from providing Collection Services. See also Exhibit 19.

## **ARTICLE 12. COLLECTION ROUTES**

### **12.1 Collection Routes.**

CONTRACTOR shall provide the City Representative with maps precisely defining CONTRACTOR's collection routes, together with the days and the times within ten (10) Work Days of the CITY's request. The maps shall be printed and in an electronic format compatible with the ESRI Shapefile Technical Description "An ESRI White Paper – July 1998" (or the most current version of this document). For purposes of this Section, "compatible" means the ability to import and export data between computer systems without the need for custom translation software. CITY shall provide CONTRACTOR with updated base maps of CONTRACTOR's SFD Service District and CONTRACTOR's MFD Service Districts in the electronic format referenced above. CONTRACTOR shall provide the City Representative with a spreadsheet, in electronic form, of route number, collection days, Customer Service System identification number, and service address for all Service Units. The data must be provided to the CITY on or before October 15 of each year.

### **12.2 Collection Route Changes.**

CONTRACTOR shall submit to the City Representative, in writing, any proposed route change (including printed and electronic maps) not less than sixty (60) Work Days prior to the proposed date of implementation. The City Representative may provide written comments on such proposed change to CONTRACTOR no later than ten (10) Work Days after receipt of the proposal, and in such event, CONTRACTOR shall revise the routes to reflect such comments and return them to the City Representative for CITY corroboration within ten (10) Work Days after receipt of the City Representative's comments. CONTRACTOR shall not implement any route changes without the prior approval of the City Representative.

If the approved route change will change the collection day for a Service Unit, or will change the time of collection from morning to afternoon or vice versa, CONTRACTOR shall provide notice of the route change, in a manner approved by the City Representative, to the affected SFD Service Units and the management of the affected MFD Service Units not less than thirty (30) Work Days before the proposed date of implementation.

If the route change will change the collection day for a Service Unit, CONTRACTOR shall first coordinate the proposed change with other Recycle Plus service providers and submit to the CITY a transition plan for the route change, and provide a weekly status on the plan. Specifically, the plan must address how CONTRACTOR will resolve missed collections and respond to increase in calls from Service Recipients.

### **12.3 Route Audits.**

#### **12.3.1 Collection Route Audits.**

All collection routes shall be audited annually in a manner subject to the approval of the City Representative. CONTRACTOR shall conduct an annual route

audit for each of CONTRACTOR's Residential Solid Waste collection routes, and each of CONTRACTOR's Recyclable Material collection routes. The route audits shall be conducted once each calendar year during the term of this Agreement, with each route and Service Unit being audited in a different quarter each year so that all routes and Service Units are audited in each of the four (4) quarters.

CONTRACTOR shall conduct audits of all routes served by one collection vehicle on five (5) consecutive Work Days. Not later than sixty (60) Work Days prior to the first route audit in each year, CONTRACTOR shall submit to the City Representative a schedule of route audits to be conducted in that year together with a description of the audit methodology.

CITY reserves the right to determine which routes will be audited in a particular week and, if CITY exercises this right, shall notify CONTRACTOR of the routes not less than ten (10) Work Days in advance. CONTRACTOR shall report audit findings in an electronic format within thirty (30) calendar days of the audit and summarize the results in CONTRACTOR's quarterly reports.

Upon request by CONTRACTOR, CITY shall provide Service Unit data from the Customer Service System within five (5) Work Days of the request. CONTRACTOR must begin the route audits within five (5) Work Days of receiving the Customer Service System data.

CITY reserves the right to request that CONTRACTOR defer the annual collection route audit in exchange for devoting the same financial commitment to an alternative audit or other measure of program and performance at a time to be determined by the City Representative.

#### 12.3.2 Audit Information.

The route audits shall include the following information for each collection route:

##### Collection Route Information

- The name(s), telephone number(s), and signature(s) of the persons performing each route audit;
- Route Type: SFD Collection Service or MFD Collection Service;
- The route number, the date of the audit, and the starting and ending times of collection during the audit;
- A description of the route location, including the names of the streets covered;
- The number of Service Units on the route;

- The number of Service Units participating on the date of the audit and the number and type (Residential Solid Waste, Recyclable Material, Used Oil Tagged Garbage Bags) of collection;
- The number of over filled Garbage Carts, Recycling Carts, Garbage Bins, and Recycling bins;
- The number of Garbage Carts, Recycling Carts, Garbage Bins, and/or Recycling Bins;
- The tonnage of Residential Solid Waste and Recyclable Material, the volume of Used Oil, and the number of Used Oil Filters delivered per vehicle trip and the time of arrival and departure of each vehicle at the Disposal Facility, Compostable Processing Facility, and Materials Recovery Facility;
- The number of collection vehicles used on the route by vehicle type (e.g. rear loader solid waste truck, side-loading solid waste truck), the tare weight of each vehicle, the weight of each vehicle each trip, the capacity of each vehicle by weight and volume, and the number of trips made by each vehicle to the Disposal Facility, Compostable Waste Processing Facility, and the Materials Recovery Facility.

Service Unit Information.

- Customer Service System Identification Number;
- Service Unit Address;
- Garbage Cart, Recycling Cart, Garbage Bin and/or Recycling Bin size, quantity, serial number, and whether or not the carts or bins need replacement or repair
- Tagged garbage bag or recyclable material placed beside cart;
- Overflowing and/or contaminated Garbage Cart, Recycling Cart, Garbage Bin and/or Recycling Bin;
- Number of collections per week (for MFD);
- Number of Used Oil Containers and Used Oil Filter Containers collected (for SFD).

**12.4 Special Route Audits.**

CITY may request performance of special route audits in addition to the route audits conducted pursuant to Section 12.3. Within fifteen (15) calendar days of receipt of a written request for a special route audit, CONTRACTOR shall provide to the City Representative a written cost proposal for performance of the special route audit. If the City Representative accepts CONTRACTOR's cost proposal, CONTRACTOR shall conduct the special route audit and CITY shall compensate CONTRACTOR at the rate described in CONTRACTOR's cost proposal.



**12.5 Waste Characterization Study.**

CITY may require that a waste characterization study be undertaken by the CONTRACTOR, or the CITY may elect to conduct the study. In the event the CITY requests participation of the CONTRACTOR, CONTRACTOR shall within fifteen (15) calendar days of receipt of a written request for a waste characterization study, provide the City Representative a written cost proposal for performance of the waste characterization study. If the City Representative accepts CONTRACTOR's cost proposal, CONTRACTOR shall participate in the waste characterization study to the extent set forth in the approved study plan, and CITY shall compensate CONTRACTOR at the rate described in the CONTRACTOR's cost proposal. In the event CITY elects to conduct the waste characterization study itself, CONTRACTOR shall cooperate with the CITY in conducting the study. Cooperation shall include, but not be limited to, providing route and collection data to assist in the selection of the test samples, and coordinating collection routes and activities so as not to interfere with the study.

**12.6 CITY-Conducted Collection Route Audits.**

CITY reserves the right to conduct audits of CONTRACTOR's collection route audits. CONTRACTOR shall cooperate with CITY in connection therewith, including permitting CITY employees or agents, designated by the City Representative, to ride in the collection vehicles during the conduct of audits. CONTRACTOR shall have no responsibility or liability for the salary, wages, benefits or Worker's Compensation claims of any person designated by the City Representative to conduct such audits.

## **ARTICLE 13. PERSONNEL, EQUIPMENT, AND FACILITIES**

### **13.1 Personnel Requirements.**

CONTRACTOR shall employ and assign qualified personnel to perform all services set forth in this Agreement. CONTRACTOR shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position. In addition:

- CITY may request the transfer of any employee of CONTRACTOR who materially violates any provision of this Agreement, or who is wanton, negligent, or discourteous in the performance of his or her duties.
- CONTRACTOR shall require its field operations personnel to wear a clean uniform shirt bearing CONTRACTOR's name. CONTRACTOR's employees who normally come into direct contact with the public, including drivers, shall bear some means of individual photographic identification such as a name tag or identification card.
- Each driver of a collection vehicle shall at all times carry a valid California driver's license and all other required licenses for the type of vehicle that is being operated.
- Each driver of a collection vehicle shall at all times comply with all applicable local, state and federal laws, regulations and requirements.
- CONTRACTOR's employees, officers, and agents shall at all times conduct themselves in a professional manner, and must be qualified and appropriately trained for the assigned responsibilities.
- CONTRACTOR's employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees of CITY.
- Each driver of a collection vehicle performing City Facility Collection Services shall carry a cell phone or equal communications device, approved by the CITY, in order to report and/or respond to emergency collections and to allow the CONTRACTOR to contact the drivers regarding service or inspections.

### **13.2 Equipment Specifications.**

All collection equipment used by CONTRACTOR in the performance of services under this Agreement shall be of high quality and in good working order.

### **13.3 Collection Vehicles.**

#### **13.3.1 Vehicle Specification.**

CONTRACTOR shall use vehicles that are designed and operated so as to prevent collected materials from escaping from the vehicles. Hoppers shall be

closed on top and on all sides with screening material to prevent collected materials from leaking, blowing or falling from the vehicles. All trucks and containers shall be watertight and shall be operated so that liquids do not spill during collection or in transit.

Except in the case of collection of Large Items and collection performed using Roll-Off Containers, all collection vehicles utilized by CONTRACTOR pursuant to this Agreement shall provide automated collection except where such service is not feasible because of topographic or other physical factors. The determination that automated collection vehicles are not feasible shall be made by the City Representative after consultation with CONTRACTOR. Where automated services are not feasible, CONTRACTOR shall consult with the City Representative regarding the collection equipment to be utilized.

#### 13.3.2 Dedicated Vehicles.

CONTRACTOR shall dedicate collection vehicles to exclusively provide Collection Service pursuant to this Agreement, except as otherwise approved in writing by the City Representative in advance, and shall report these occurrences in the monthly report as set forth in Exhibit 10 ("Data and Reporting").

#### 13.3.3 Clean Air Vehicles.

CONTRACTOR shall ensure that its Collection Service vehicles are in full compliance with local, State and federal clean air requirements including, but not limited to, the California Air Resources Board Heavy Duty Engine Standards; the Federal Environmental Protection Agency's Highway Diesel Sulfur regulations; and any other applicable air pollution control laws.

#### 13.3.4 Alternative Fuel Vehicles and Fueling Station.

For the next fleet replacement, scheduled to occur after July 1, 2021, CONTRACTOR shall use vehicles powered by Compressed Natural Gas (CNG), or other alternative fuel approved by the CITY. In addition, CONTRACTOR shall replace light-duty vehicles with hybrid-drive technology, or other alternative fuel as mutually agreed upon by CONTRACTOR and the CITY.

#### 13.3.5 Cooperation and Testing.

The PARTIES agree to cooperate in seeking grant opportunities for alternative fuel vehicle conversion, facility installations, or deployment of new vehicle technologies. Cooperation may extend to assistance in the preparation and submission of grant requests. CITY may also request that CONTRACTOR participate in testing the use of alternative fuel vehicles and other new vehicle technologies as part of CONTRACTOR's Collection Services. Where vehicle testing involves the use of existing vehicles providing Collection Services under this Agreement, the existing vehicles must be in good working order. Testing of

alternative fuels in existing vehicles shall not be required if such testing voids a manufacturer's warranty. CONTRACTOR shall report the results of the testing in CONTRACTOR's Quarterly Report to the CITY.

13.3.6 Lubricants.

Except as approved in writing by the City Representative on an individual vehicle basis, CONTRACTOR shall use re-refined motor oil and re-refined hydraulic oil in all vehicles used by CONTRACTOR in the performance of this Agreement, to the extent that such re-refined lubricants are available and do not void a manufacturer's warranty.

13.3.7 Large Items.

Vehicles used for collection of Large Items shall not use compaction mechanisms or mechanical handling equipment that may damage reusable goods or release freon or other gases from pressurized appliances, prior to sorting by a CITY-approved process.

13.3.8 Registration, Licensing and Inspection.

All vehicles used by CONTRACTOR in the performance of services under this Agreement shall be in compliance with all registration, licensing and inspection requirements of the California Highway Patrol, the California Department of Motor Vehicles, and any other applicable laws or regulations. CONTRACTOR shall maintain copies of all certificates and reports evidencing compliance, and shall make such certificates and reports available for inspection upon request by the City Representative.

13.3.9 Safety Markings and Devices.

All collection equipment used by CONTRACTOR shall have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, and clearance lights. All such safety markings and devices shall be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time, and shall be subject to the approval of the City Representative.

13.3.10 Vehicle Signage and Painting.

Collection vehicles shall be painted and numbered consecutively without repetition and shall have CONTRACTOR's name, customer service telephone number, and the number of the vehicle painted in letters of contrasting color, at least four (4) inches high, on each side and the rear of each vehicle. CITY may specify the format of the alpha-numeric numbering sequence to be used, so that all vehicles in use have a unique identifier. No advertising shall be permitted on the collection vehicles other than the name of CONTRACTOR and promotional advertisement of the CITY. Collection vehicles shall be painted white and vehicle

striping and logos shall be painted CONTRACTOR's primary corporate colors. CONTRACTOR shall repaint all collection vehicles (including the vehicles' striping) to the satisfaction of the City Representative during the term of this Agreement on a frequency as necessary to maintain a positive public image, as reasonably determined by the City Representative.

Collection vehicles shall be identified as City of San José Recycle Plus collection vehicles, or other name, identity, or program reasonably designated by the CITY, through the use of interchangeable signs. These signs may also contain other CITY-related announcements in English, Spanish, Vietnamese, or other languages as directed by the City Representative. CONTRACTOR shall be responsible for equipping both sides of the collection vehicles with frames capable of securing signs of dimensions 29-3/16" high by 93-3/16" wide or other dimensions designated by the City Representative. CITY shall provide such signs to CONTRACTOR with a minimum of one (1) week's notice prior to design changes. CONTRACTOR shall install the signs in the frames, and may not be required to change signs more than once every quarter.

#### 13.3.11 Collection Vehicle Noise Level.

The noise level generated by collection vehicles using compaction mechanisms during the stationary compaction process shall not exceed seventy-five (75) decibels at a distance of twenty-five (25) feet from the collection vehicle measured at an elevation of five (5) feet above ground level using the "A" scale of the standard sound level meter at slow response. CONTRACTOR shall cause the collection vehicles to be tested on an annual basis during the months of March and April. CONTRACTOR shall maintain copies of certificates of testing showing the results of the vehicle testing and shall make such certificates available for inspection upon request by the City Representative. CONTRACTOR shall not use any collection vehicle that does not meet the noise level limitations of this Section.

#### 13.3.12 Vehicle Certification.

All vehicles used by CONTRACTOR in the performance of services under this Agreement shall be in compliance with all applicable State and Federal laws and regulations including, without limitation, requirements of the California Health and Safety Code, the California Vehicle Code, and the regulations promulgated under each of them. CONTRACTOR shall maintain copies of all certificates and reports evidencing compliance, and shall make such certificates and reports available for inspection upon request by the City Representative.

#### 13.3.13 Equipment Maintenance.

CONTRACTOR shall maintain all collection equipment in a clean condition, free of graffiti, and in good repair at all times. All parts and systems of the collection equipment shall operate properly and be maintained in good working

order. CONTRACTOR shall wash all collection vehicles at least once a week using recycled water. All washings shall be conducted in a manner that conforms to the BMP Guidelines for Non-Point Source Pollutants in the most recent version of the publication entitled *Storm Water Best Management Practices Handbook for Industrial Commercial*.

13.3.14 Maintenance Log.

CONTRACTOR shall maintain a maintenance log for all collection vehicles. The log shall at all times be accessible to CITY via computer, or by physical inspection upon request of the City Representative, and shall show, at a minimum, each vehicle's CONTRACTOR-assigned identification number, date purchased or initial lease, dates of performance of routine maintenance, dates of performance of any additional maintenance, and description of additional maintenance performed.

13.3.15 Equipment Inventory.

CONTRACTOR shall provide to the City Representative an inventory of collection vehicles and major equipment (e.g. tractor trailers used for transporting materials to the Disposal Facility) to be used by CONTRACTOR in the performance of services under this Agreement. The inventory shall be in an electronic format to be approved by the City Representative. The inventory shall indicate each vehicle by make, model, CONTRACTOR-assigned identification number, DMV license number, the age of the chassis and body, mileage, type of fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition, the decibel rating and the maintenance and rebuild status.

CONTRACTOR shall submit on an annual basis an updated inventory to CITY, or more frequently anytime there is a change in vehicles or major equipment, or at the request of the City Representative. Each inventory shall also include the tare weight of each vehicle as determined by weighing at a public scale and not at a disposal or other facility scale used by CONTRACTOR. The specific procedure for performing the tare weighing will be subject to the approval of the City Representative. With each inventory, Contractor shall certify that all vehicles meet the requirements of this Agreement.

13.3.16 Reserve Equipment.

CONTRACTOR shall have available to it, at all times, reserve collection equipment which can be put into service and operation within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by CONTRACTOR to perform services pursuant to this Agreement. CONTRACTOR shall provide the City Representative with the replacement vehicle information including: the CONTRACTOR-assigned identification number, DMV license number, tare weight of each vehicle as determined by weighing at a public

scale, the age of the chassis and body, type of fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition, the decibel rating and the maintenance and rebuild status.

#### **13.4 Inspections.**

CITY or a designated representative shall have the right to inspect CONTRACTOR's Materials Recovery Facility (MRF) during the MRF's normal business hours; all other facilities required to provide services pursuant to this Agreement except those facilities used solely for administrative services; and CONTRACTOR's collection vehicles and their contents at any time while operating inside or outside the City of San José.

CONTRACTOR shall ensure or shall cause CONTRACTOR's subcontractors to ensure, that representatives of CITY have complete access to the Materials Recovery Facility or alternative facility, as appropriate and in accordance with the terms approved by CITY in its approval of an alternate facility in Article 10, and their records of inbound and outbound materials without exception, during normal business hours.

## ARTICLE 14. DISPOSAL

### 14.1 CITY's Responsibility.

CITY shall arrange and pay for sufficient landfill disposal capacity for the disposal of wastes collected by CONTRACTOR in performing emergency services pursuant to Article 11 of this Agreement. CITY shall pay the Disposal Facility directly for the disposal of the above-described materials unless otherwise mutually agreed by the Director and CONTRACTOR.

CITY shall arrange for sufficient landfill disposal capacity for the disposal of all Residue remaining from the processing of Recyclable Material provided the use does not cause CITY to exceed its disposal allocation under its disposal agreement with the Disposal Facility. Residue from the Materials Recovery Facility that results from the processing of Recyclable Material collected by CONTRACTOR pursuant to this Agreement is designated Residential Solid Waste.

Each month, CONTRACTOR shall submit a report stating the quantity of Residue delivered to the Disposal Facility with detailed data on each disposed load (all weights, both gross and tare) and related delivery information, including date, time, material type, route and truck number for each load). CONTRACTOR shall report all Residue disposal data in accordance with the reporting schedule set out in Exhibit 10 ("Data and Reporting" of this Agreement). At CITY'S request, CONTRACTOR shall submit copies of scale tags from the Disposal Facility.

### 14.2 CONTRACTOR's Responsibility.

#### 14.2.1 Delivery of Materials.

CONTRACTOR shall transport all Residential Solid Waste and City Facility Solid Waste collected by CONTRACTOR from Service Units pursuant to this Agreement and shall deliver all such materials to the Compostable Waste Processing Facility and all Recyclable Material Residue to the Disposal Facility or such other facilities as the City Representative may designate in writing. If the City Representative directs delivery of materials to a facility other than the designated facility, CITY shall either compensate CONTRACTOR for reasonable additional expenses incurred by CONTRACTOR, or deduct payment due to CONTRACTOR for efficiency savings that are mutually agreed and documented to the reasonable satisfaction of the Director.

#### 14.2.2 Limitation on Use of CITY-Arranged Landfill Capacity.

CONTRACTOR shall not, under any circumstances whatsoever, use any CITY-arranged disposal capacity for the disposal of any material that was collected by CONTRACTOR or by any other person, other than the materials collected pursuant to this Agreement and specifically listed in this Article of this Agreement, without the express prior written authorization of the City Representative.



14.2.3 Compliance With Regulations.

CONTRACTOR shall observe and comply with all regulations in effect at the Disposal Facility, or any other CITY-designated facility, at the time CONTRACTOR transports the materials on the site. CONTRACTOR shall at all times while at the Disposal Facility, or any other CITY-designated facility, operate according to safe industry practices.

14.2.4 CONTRACTOR's Acknowledgement.

CONTRACTOR acknowledges that CITY will not pay for, but the CITY may arrange for, the disposal of Residue from Yard Trimmings (except those collected as Residential Solid Waste, Large Items (except those directed to another location pursuant to Section 6.7.8 or Section 7.6.8), or Used Oil processing. The rates for these services include compensation to the CONTRACTOR for the cost of disposal. CONTRACTOR acknowledges that the disposal of all such materials is the sole responsibility of CONTRACTOR, and that CONTRACTOR will not receive additional payment for the cost of disposal.

**ARTICLE 15. RESERVED**

## **ARTICLE 16. CUSTOMER SERVICE**

### **16.1 CONTRACTOR's Office.**

CONTRACTOR shall maintain an office within the municipal limits of the City of San José where inquiries and complaints can be received. Such office shall be open during the normal business hours of 8:00 a.m. to 6:00 p.m. on all Work Days, and during any and all collection activities on the Saturdays and Sundays when Collection Services are performed pursuant to this Agreement.

### **16.2 Emergency Contact.**

CONTRACTOR shall provide the City Representative with an emergency phone number where CONTRACTOR's representative authorized to act on CONTRACTOR's behalf can be reached outside of the required office hours.

### **16.3 Telephone Requirements.**

CONTRACTOR's office shall be equipped with sufficient telephones that all Collection Services-related calls received during normal business hours are answered by an employee or automated system within five (5) rings. CONTRACTOR shall provide either a telephone answering service or mechanical device to receive Service Recipient inquiries during those times when CONTRACTOR's office is closed. Calls received after normal business hours shall be addressed before 12:00 noon on the next Work Day.

#### **16.3.1. Multilingual/TDD Service.**

CONTRACTOR shall at all times maintain the capability of responding to telephone calls in English, Spanish, Vietnamese and such other languages as the City Representative may reasonably require. CONTRACTOR shall at all times maintain the capability of responding to telephone calls through Telecommunications Device for the Deaf (TDD) Services.

#### **16.3.2 Service Recipient Calls.**

During normal business hours, CONTRACTOR shall maintain a telephone answering system capable of accepting at least fifteen (15) incoming calls at one time. CITY will direct service inquiries and complaints to CONTRACTOR through the Customer Service System. CONTRACTOR shall document all calls including any inquiries, service requests and complaints into the Customer Service System. Any such call received via CONTRACTOR's answering service shall be documented in the Customer Service System no later than 12:00 noon on the following Work Day.

CONTRACTOR shall answer all incoming calls within five (5) rings. Any caller "on-hold" in excess of five (5) minutes shall have the option to remain "on-hold" or to be switched to a message center where the caller can leave a message. For all messages left before 3:00 p.m., CONTRACTOR shall attempt all "call backs"

at least one time prior to 6:00 p.m. on the day of the call. For messages left after 3:00 p.m., CONTRACTOR shall attempt all “call backs” at least one time prior to noon the next Work Day. CONTRACTOR shall make one (1) attempt within twenty-four (24) hours of the receipt of the call and CONTRACTOR shall leave a message if unable to directly connect with the service recipient. All attempts to contact the caller shall be recorded and provided to the CITY in an electronic format.

#### **16.4 Online Customer Access**

Beginning July 1, 2021, CONTRACTOR shall provide for and maintain an online self-service feature, accessible to the public, on a website specific to the City and dedicated to services provided to the City. The self-service feature shall; provide answers to a list of City-approved frequently asked questions (FAQs); and provide email or web-based forms that provide the public with the ability to report service issues, make service requests, provide a change of address, and arrange for special pickup appointments. CONTRACTOR shall work with the City for the City’s website to include an email link to CONTRACTOR and a link to CONTRACTOR’s website. CONTRACTOR shall implement these features subject to CITY input, direction, and approval and at no additional cost to the City. If the CITY implements the Digital Platform Integration, set forth in Section 16.5, CITY may direct CONTRACTOR to not offer an online self-service feature as required under this Section.

#### **16.5 Digital Platform Integration**

The CITY has implemented a digital platform, currently known as San José 311, for requests related to customer service, that includes missed collections, replacement, repair, and exchange of containers, reports of spills, litter, and toppled containers, and viewing service history. For this digital platform, CONTRACTOR shall provide for and maintain back-end support and integration services (that includes but is not limited to the transfer and synchronization of service request data from the CITY’s data management system into CONTRACTOR’s customer relationship management system and the transfer and synchronization of CONTRACTOR’s work order and scheduling data for the service request back to the CITY’s data management system) to interface with any digital platform selected by the CITY (e.g., website, mobile application). The CITY shall support the digital platform’s front-end infrastructure, that includes the user interface (e.g., web request form, live chat). CONTRACTOR shall ensure that CONTRACTOR’s customer relationship management system and work order management system is accessible and communicating with the CITY’s data management system through this digital platform during hours of operation and after business hours. CONTRACTOR shall notify the CITY of any planned or unscheduled interruptions in communication with CITY’s data management system.

Additional features may be added to the digital platform as they are developed. Prior to the addition of any features, CONTRACTOR and CITY will coordinate on the technical aspects of the digital platform integration, including developing an

implementation plan that defines specific roles for each party, establishes a roadmap and timelines for implementation and testing of the interface, including data transfer, synchronization, and security.

Subject to appropriation of funds, CITY shall pay appropriate application integration costs. CONTRACTOR shall implement these features subject to CITY input, direction, and approval. CONTRACTOR shall be responsible to pay for any costs to implement, support, and maintain the back-end infrastructure to interface with any digital platform selected by the CITY.

#### **16.6 Service Complaints.**

CONTRACTOR shall handle all service complaints in a prompt and efficient manner. In the case of a dispute that cannot be resolved between CONTRACTOR and a Service Recipient, CONTRACTOR will refer the matter to the City Representative for review. The City Representative will review the matter and make a determination as to the resolution of the dispute. CONTRACTOR shall not be held responsible for service complaints or be subject to Liquidated Damages for issues arising from or related to San José 311, implemented under Section 16.5, that are inconsistent with CONTRACTOR's obligations under this Agreement and through no fault of CONTRACTOR.

For those complaints related to missed collections that are received by 3:00 p.m. on a Work Day, CONTRACTOR will return to the Service Unit address and collect the missed materials before leaving the Service District for the day. For those complaints related to missed collections that are received after 3:00 p.m. on a Work Day, CONTRACTOR shall have until the end of the following Work Day to collect the materials. For those complaints related to repair or replacement of carts or bins, the appropriate provisions of Articles 6 and 7 of this Agreement shall apply. At the end of each Work Day CONTRACTOR shall utilize the Customer Service System to provide the City Representative with a response to each complaint which was received from a Service Recipient, or CITY in the event the complaint was made by CITY, during the preceding Work Day.

#### **16.7 Missed Collections.**

CONTRACTOR acknowledges and agrees that it is in the best interest of CITY that all Residential Waste, Recyclable Material, and Yard Trimmings be collected on the scheduled collection day. Accordingly, CONTRACTOR will remedy missed collections as set forth in Section 16.6 regardless of the reason that the collection was missed. However, in the event a Service Recipient requests missed collection service more than two (2) times in any consecutive two (2) month period CITY will work with CONTRACTOR to determine an appropriate resolution to that situation. In the event CONTRACTOR believes any complaint to be without merit, CONTRACTOR shall utilize the Customer Service System to notify the City Representative immediately. The City Representative will investigate all disputed complaints and render a written determination within ten (10) Work Days of receipt of CONTRACTOR's notification.

**16.8 Customer Service Representative Training.**

All of CONTRACTOR's customer service representatives shall be required to attend training as may be provided by CITY. The City Representative shall coordinate with CONTRACTOR to schedule such training.

**16.9 Requirements.**

CONTRACTOR shall provide and record operating and customer service data elements as set forth in Exhibit 10 of this Agreement. CONTRACTOR is required to communicate with the CITY's Customer Service System via an internet portal or other City-approved electronic interface as described in Exhibit 20 ("SERVICE DATA INTERFACE TECHNICAL SPECIFICATIONS") of this Agreement.

The Customer Service System includes the basic functions CONTRACTOR needs in order to perform its customer service and specific operational services. CONTRACTOR access is limited to customer information, service location service type and service level information, collection days, and field activities. CITY shall have access to all the information available to CONTRACTOR and, additionally, will control access to the financial and billing functions of the Customer Service System.

All service locations, property owner information, and property owner record updates, shall be maintained in the Customer Service System by the CITY or its agent.

**16.10 Field Activities.**

Field activities and service requests that are received by CONTRACTOR by 3:00 p.m. on a Work Day will count as being received on that particular Work Day. Field activities and service requests that are received after 3:00 p.m. on a Work Day will count as being received the following Work Day.

**16.11 Field Activity Descriptions.**

CONTRACTOR shall use the field activities that have been set up in the Customer Service System by CITY. CITY will provide field activity descriptions for all the services provided under this Agreement.

**16.12 Customer Service Standards.**

CONTRACTOR shall meet a standard of at least seventy-five percent (75%) overall customer satisfaction each Fiscal Year as determined by an average of quarterly surveys of Service Recipients conducted during the Fiscal Year.

16.12.1 Surveys will be conducted by a third-party consultant retained by the CITY to perform surveys of the customers of all contractors providing residential Recycle Plus services under contract with the CITY. At least one customer service survey will be conducted each Fiscal Year but the CITY may conduct additional customer service surveys at its discretion. If multiple customer service surveys are conducted during a Fiscal Year, the results will be averaged to determine the

annual survey result in relation to the overall customer satisfaction standard (see example below).

Annual Survey Result (illustrative example)

- *Four (4) surveys conducted during Fiscal Year*
- *Survey results: 80%, 75%, 85%, 80%*
- *Straight average of results =  $(80\%+75\%+85\%+80\%)/4 = 80\%$*
- *Annual survey result: 80%*

The procurement process will follow the CITY's procurement policies and procedures, as may be amended. The third-party consultant will be selected by a panel consisting of: one representative from CONTRACTOR, a representative from all other contractors providing residential Recycle Plus services under contract to the CITY, and members of CITY staff sufficient to constitute a majority of the overall members on the selection panel. The term of the agreement for the selected third-party consultant will be for three (3) years. CITY shall pay the cost of the surveys.

16.12.2 For these surveys, Service Recipients who express no opinion or state "don't know" in response to questions about CONTRACTOR's customer service will be excluded from survey results. The results of the survey shall be final and binding on both parties.

Seventy-five percent (75%) overall customer satisfaction means that 75 percent (75%) of survey respondents, who had an opinion, rated CONTRACTOR's overall service as satisfactory or better. For the purpose of this Customer Satisfaction Standard, "satisfactory or better" equals a rating of 3 or better on a 5-point scale.

**16.13 Service Delivery Standard.**

CONTRACTOR shall meet a Service Delivery Standard related to customer service and performance as set forth in this Section.

16.13.1 CONTRACTOR fails to meet the Service Delivery Standard by accumulating an aggregate of more than \$30,000 in Liquidated Damages in a Fiscal Year related to any of the items on the List of Liquidated Damages: Service Delivery in Section 18.2.

16.13.2 To evaluate CONTRACTOR's call center, a third-party consultant, procured independently by the CITY, may conduct anonymous, "secret shopper" assessments of CONTRACTOR's call center. To the extent possible, information regarding any such "secret shopper" calls (including but not limited to, any recordings of such calls, summaries of the calls, the date/time of the call, the names of CONTRACTOR employees who were spoken with and results and assessments of CONTRACTOR's performance on the calls) will be shared with CONTRACTOR

as soon as reasonably possible following each such call to assist CONTRACTOR in its quality control efforts for its call center.

**16.14 Customer Service Deduction.**

If CONTRACTOR fails to meet the Customer Satisfaction Standard (“CSS”) and Service Delivery Standard (“SDS”) in a Fiscal Year, CITY will make deductions from the payment due to CONTRACTOR at the rates below.

The total deduction will be spread evenly over the following Fiscal Year after the determination that CONTRACTOR did not meet the Customer Satisfaction Standard and Service Delivery Standard as follows:

- One Fiscal Year:  $-\$0.15/\text{unit} \times 12 \text{ months}$
- Second Consecutive Fiscal Year:  $-\$0.30/\text{unit} \times 12 \text{ months}$
- Third Consecutive Fiscal Year:  $-\$0.45/\text{unit} \times 12 \text{ months}$

**Example deduction methodology (for illustrative purposes only)**

Fiscal Year	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
<b>Result</b>	CSS & SDS not met	CSS or SDS met	CSS & SDS not met	CSS & SDS not met	CSS & SDS not met	CSS & SDS not met
<b>Deduction rate (per unit per month)</b>	\$0.15	NA	\$0.15	\$0.30	\$0.45	\$0.45

Example calculation for Fiscal Year 2023-2024 result

CONTRACTOR does not meet CSS & SDS for one Fiscal Year:

Total Deduction =  $\$0.15 \times 158,000 \text{ (total MFD and SFD units)} \times 12 \text{ months} = \$284,400$

- Determination of deduction finalized after December 2024 payment
- Deduction applied evenly over remaining monthly payments of Fiscal Year 2024-2025 (January 2025 through June 2025, six monthly payments) =  $\$284,400/6 = \$47,400$  per month over six monthly payments

Example calculation for Fiscal Year 2024-2025 result

CONTRACTOR does not meet CSS & SDS for second consecutive Fiscal Year:

Total Deduction =  $\$0.30 \times 158,000 \text{ (total MFD and SFD units)} \times 12 \text{ months} = \$568,800$

- Determination of deduction finalized after October 2025 payment
- Deduction applied evenly over remaining monthly payments of Fiscal Year 2025-2026 (November 2025 through June 2026, eight monthly payments) =  $\$568,800/8 = \$71,100$  per month over eight monthly payments



## **ARTICLE 17. REPORTING AND RECORDKEEPING**

### **17.1 Reports.**

#### **17.1.1 Operational Reports.**

Operational reports, monthly invoice, and other information will first be generated to support payment to CONTRACTOR. The Customer Service System (CIS) shall have information related to the Service Districts that are necessary, as determined by the City Representative, for CONTRACTOR's operations and for providing information requested by CITY.

#### **17.1.2 CONTRACTOR Reports.**

CONTRACTOR shall submit reports through the CIS for daily collection data and processing data as described in Exhibit 10. CONTRACTOR shall submit to the City Representative daily, monthly, quarterly, and annual reports containing the information, in the format, and at the times described in Exhibit 10. CONTRACTOR may not change the format, sections or categories of these reports without written approval of the City Representative.

As directed by the City Representative, CONTRACTOR shall also submit any reports to the CITY that are required by law, as may be amended. CONTRACTOR shall submit such reports in the format and timeframe as directed and approved by the City Representative.

#### **17.1.3 Customer Data Reconciliation.**

Reconciliations of data from the Customer Service System and the most recent route audit performed under Section 12.3 shall be completed annually by March 15 of each year and shall include reconciliation of premise ID, service address, cart type, cart size, and any special services (on-premise, disabled on-premise). CONTRACTOR shall notify CITY ten (10) Work Days prior to commencing the data reconciliation, by requesting Service Unit data from the Customer Service System. The CITY shall provide data within ten (10) Work Days of the request. If a large number of discrepancies are discovered during the data comparison, the CITY may defer resolution of discrepancies until the next annual route audit. CONTRACTOR may choose to replace their Service Unit data with CITY Service Unit data instead of conducting a data comparison. CONTRACTOR shall replace their data with CITY provided data within five (5) Work Days of data receipt, and notify CITY when complete.

#### **17.1.4 CONTRACTOR Reports - City Facility Collection Services**

CONTRACTOR shall establish and maintain procedures to document and report daily corrective action required of CITY or CONTRACTOR to clean, repair or

replace the containers and enclosures. Vandalism and graffiti shall be reported on the same Work Day.

Each month, CONTRACTOR shall submit a City Facility Solid Waste and Recycling Monthly Report consistent with Exhibit 10. In addition, each month, CONTRACTOR shall report on any Bin cleanings performed that month, and changes to the route sheets showing changes in facilities served, and level of service.

Seven (7) days prior to any proposed re-routing, CONTRACTOR shall provide CITY with updated route sheets.

## **17.2 Recordkeeping.**

17.2.1 CONTRACTOR shall maintain any and all letters, books of account, invoices, vouchers, canceled checks, electronic data, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to CITY (other than tags from Tagged Garbage Bags) for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to CONTRACTOR pursuant to this Agreement. CONTRACTOR shall maintain tags from Tagged Garbage Bags for a minimum period of three (3) years from the date the CITY made payment to CONTRACTOR for the collected tag.

17.2.2 CONTRACTOR shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

17.2.3 Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Representative, the Director, City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to CITY for inspection at the Environmental Services Department office when it is practical to do so. Otherwise, unless an alternative site is mutually agreed upon, the records shall be available at CONTRACTOR's address indicated for receipt of notices in this Agreement.

17.2.4 Where CITY has reason to believe that such records or documents may be lost or discarded due to the dissolution, disbandment or termination of CONTRACTOR's business, CITY may, by written request or demand of any of the above named officers, require that custody of the records be given to CITY and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONTRACTOR, CONTRACTOR's representatives, or CONTRACTOR's successor-in-interest.

## **ARTICLE 18. FUND APPROPRIATION**

### **18.1 Fiscal Year Authorization.**

CONTRACTOR understands and agrees that CITY, during any Fiscal year, is not authorized to expend money, incur any liability or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year; and that any contract or agreement, verbal or written, made in violation of this Article is null and void; and that consequently, no money may be paid on such contract or agreement beyond such limits. Nothing contained in this Agreement shall prevent the making of agreements or contracts for periods exceeding one (1) year, but any agreement or contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding Fiscal Years. If the City Council does not appropriate funds for the services under this Agreement by June 30 of each year, CITY shall so notify CONTRACTOR and CONTRACTOR shall suspend services under this Agreement until CITY provides written verification that the funds necessary for CONTRACTOR's compensation and other necessary expenditures are appropriated and available within the appropriate Fiscal Year budget.

### **18.2 Adoption.**

CITY does not represent that said appropriation item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the appropriation.

## ARTICLE 19. DIVERSION STANDARDS

### 19.1 Diversion Standards.

CONTRACTOR shall meet the following diversion requirements each Fiscal Year:

- A minimum Material Recovery Standard for MFD and SFD Recycling that is less than twenty percent (20%) of Residential Recyclables for Studies (“RRFS”) (as defined in this Article), by weight, present in Residue;
- A minimum Large Item diversion standard of fifty percent (50%);
- A minimum Marketed Rate of eighty-five percent (85%).
- A minimum MFD Recycling Collected Rate of eighteen percent (18%).

### 19.2 Material Recovery Standard for SFD and MFD Recycling.

#### 19.2.1 Annual Assessment of Material Recovery Standard.

CONTRACTOR’S compliance with its diversion requirement for SFD and MFD Recycling will be assessed using a “Material Recovery Standard” (“MRS”).

Under the MRS, a processing study will be performed once per Fiscal Year to determine the percentage of RRFS, by weight, present in Residue from the MRF while processing commingled SFD and MFD recyclables, during typical operating conditions that may include the recyclables being commingled with other sources. CONTRACTOR fails to meet its diversion requirement in the Fiscal Year in which the annual study is performed if 20 percent (20%) or more of RRFS, by weight, is present in Residue evaluated.

If anyone processing study results in twenty percent (20%) or more RRFS Material, by weight, present in Residue, CONTRACTOR shall submit a plan to CITY, for approval, to decrease RRFS present in Residue to less than twenty percent (20%) in the following study period. If the City Representative approves CONTRACTOR’S submitted plan, CONTRACTOR shall implement the plan for the following study period.

#### 19.2.2 Processing Studies.

Processing studies will be performed by a third-party consultant to determine adherence to the MRS. The results of any processing study will be conducted in the timeframe specified in this Section, will be conducted and completed to the satisfaction of the CITY, and will be final and binding on CONTRACTOR.

##### 19.2.2.1 Selection of Third-Party Consultant.

The CITY will retain a third-party consultant to perform processing studies on all contractors providing residential recycling services under contract with the CITY.

The procurement process will follow the CITY's procurement policies and procedures, as may be amended. The third-party consultant will be selected by a panel consisting of: the CITY's Recycle Plus Program Manager, one representative from CONTRACTOR, a representative from each of the other contractors providing residential recycling services under contract to the CITY, a CITY employee appointed by the City Manager, and an individual who is not a CITY employee selected by the City Manager. The term of the agreement for the selected third-party consultant will be for 3 years. CITY shall pay the cost of the processing studies.

#### 19.2.2.2 Timing of Processing Studies.

CONTRACTOR shall permit and arrange for the third-party consultant to perform a processing study each Fiscal Year at any facilities performing services under this Agreement. Any unreasonable failure on the part of CONTRACTOR to permit or arrange for the third-party consultant to complete a processing study in the required timeframe may result in the assessment of Liquidated Damages as set forth in this Agreement, CITY withholding payment to CONTRACTOR, or both.

#### 19.2.2.3 CITY Satisfaction.

All processing studies shall be completed to the reasonable satisfaction of the CITY. Any willful failure on the part of CONTRACTOR to permit the third-party consultant to complete a processing study to the CITY's reasonable satisfaction may result in the assessment of Liquidated Damages as set forth in this Agreement, CITY withholding payment to CONTRACTOR, or both. CONTRACTOR shall also be required to permit and arrange for the third-party consultant to perform any additional processing studies necessary to reasonably satisfy the CITY.

#### 19.2.3 Residential Recyclables for Studies ("RRFS") List.

For the purposes of determining appropriate compensation rates and adherence to the Material Recovery Standard, RRFS means the following materials that are clean, dry and >2.5" in no less than two dimensions and that are commercially reasonable to recover using standard industry equipment and methods: recyclable paper, recyclable plastic, recyclable metal, and recyclable glass as described in the list below:

<b>RRFS List</b>
<p><b><u>Recyclable Paper</u></b></p> <ol style="list-style-type: none"><li>1. Clean Newspaper</li><li>2. Clean OCC</li><li>3. Clean Mixed Paper</li><li>4. Clean Aseptic and Polycoated Packaging</li></ol> <p><i>Note: "Clean " recyclable paper is defined as material not soiled or contaminated that could reasonably be expected to be recycled without special processing or cleaning. This category does not include Remainder/Composite Paper.</i></p>
<p><b><u>Recyclable Plastic</u></b></p> <ol style="list-style-type: none"><li>5. #1 PET Bottles and Containers</li><li>6. #2 HDPE Bottles and Containers</li><li>7. #3, #4, #5 and #7 Bottles and Containers</li><li>8. Plastic Bags and Other Film</li><li>9. Polystyrene</li><li>10. Durable Plastic Items</li></ol> <p><i>Note: Does not include Remainder/Composite Plastic.</i></p>
<p><b><u>Recyclable Metal</u></b></p> <ol style="list-style-type: none"><li>11. Aluminum Beverage Cans</li><li>12. Aluminum Foil</li><li>13. Steel (Tin) Cans</li><li>14. Other Scrap Metal</li></ol> <p><i>Note: Does not include Remainder/Composite Metal.</i></p>
<p><b><u>Recyclable Glass</u></b></p> <ol style="list-style-type: none"><li>15. Recyclable Glass</li></ol> <p><i>Note: Does not include Remainder/Composite Glass.</i></p>
<p><b><u>Recyclable Textiles</u></b></p> <ol style="list-style-type: none"><li>16. Bagged Textiles</li><li>17. Loose Textiles</li></ol>

#### 19.2.3.1 Amendment of the RRFS List.

The material identified as RRFS in this Section may be amended to reflect recycling market conditions. To request an amendment, CONTRACTOR and all other contractors providing residential recycling services under contract with the CITY shall submit a joint request to the CITY to add or remove items from the list of RFS. The joint request must include:

- a. Description of specifically how the material will be diverted (if item is added) or disposed (if item is removed);
- b. Item tonnage data for the past six (6) months, to the extent available;
- c. Item tonnage projected to be collected (if item is added) or disposed (if item is removed) over the next twelve (12) months;
- d. For request to remove item(s), evidence of inability to market material, including third party indices showing drop in commodity pricing, evidence of rejected bales (if item is removed), communications from commodity buyers, and other pertinent information;
- e. Additional information as may be requested by CITY.

Any joint request shall be made in writing to the Director by November 1 of every odd-numbered year (e.g., 2021, 2023, 2025). The Director shall review the request and respond to CONTRACTOR within sixty (60) calendar days. If approved by the Director, the amended list will be used for the following two (2) calendar years. If the joint request is denied, all contractors may appeal the decision to the City Manager, whose decision will be final. If the joint request is ultimately denied, the RRFS List from 19.2.3 will be in effect.

From the Effective Date, the RRFS List will not include: 9. Polystyrene, 16. Bagged Textiles, and 17. Loose Textiles. Item 8. Plastic Bags and Other Film is amended to 8. Plastic Bags and Other Film (clean and clear only).

By August 1 of every odd-numbered year, the Director may propose to CONTRACTOR to maintain the then-current RRFS List. Should CONTRACTOR, and all other contractors providing residential recycling services under contract with the CITY, be agreeable to maintain the then-current RRFS List, CONTRACTOR will forgo the joint request for that year, and the then-current RRFS List will be effective for the following two (2) calendar years.

#### 19.2.4 Approval of New Non-Program Materials.

CONTRACTOR may request that items be added or removed to the approved list of Non-Program Materials used to calculate the Material Recovery Standard. Requests to amend the Non-Program Material List shall be made in writing to the Director. If the request is to add an item to the Non-Program Materials List, CONTRACTOR shall include a statement in the request that the item was

collected during the provision of SFD and MFD Residential Recycling Collection Services, a description of specifically how the material will be diverted, tonnage collected for the past six (6) months, to the extent available, tonnage projected to be collected over the next twelve (12) months, and such other information as may be requested by CITY. The Director shall review the request and respond to CONTRACTOR within thirty (30) calendar days, whose decision will be final.

19.2.5 Calculation of Material Recovery Standard.

The MRS will be calculated using the processing study conducted in each Fiscal Year in accordance with Section 19.2.2 of this Agreement. From the total tons of Residue sampled, the processing study will produce data on the weight of the items on the then-current RRFS List, and the sum of these weights will provide the total amount of RRFS present in the Residue sampled.

Example (for illustrative purposes only):

- Total amount of Residue sampled for processing study: 1.0 ton
- Weight of items on RRFS list:

Item	Tonnage
Clean Paper	0.10
Plastic	0.03
Metal	0.01
Glass	0.01
Textiles	0
<b>TOTAL</b>	<b>0.15</b>

- Result: Of 1.0-ton Residue sample, 0.15 tons RRFS

Any Non-Program Material CONTRACTOR's subcontractor Sold during the 3-month period prior to the processing study (attributable to material collected under this Agreement only) will be included in calculating the MRS. Residue tons will be adjusted by a factor of the percentage of Non-Program Material Sold in relation to the tons of Recycling Material collected.

<b>Material Recovery Standard Example Calculation</b> <i>(for illustrative purposes only)</i>	
<ul style="list-style-type: none"> <li>• Of a 1.0-ton residue sample, 0.15 tons were RRFS.</li> <li>• In the 3-month period prior to the residue sample, CONTRACTOR reported 25,000 tons of recycling container material collected and 250 Non-Program Material tons sold.</li> <li>• Non-Program Materials represent 1% of tons collected (250/25,000), making the adjustment factor 1.01.</li> <li>• Material Recovery Standard calculation:</li> </ul>	<div style="display: flex; justify-content: space-between;"> <span>0.15 RFS tons in Residue sample</span> <span>= <b>14.85%</b></span> </div>



1.0 tons of Residue sampled x 1.01 adjustment factor for Non-Program Materials sold
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19.2.6 MRS Diversion Deduction.

If CONTRACTOR fails to meet the Material Recovery Standard for a Fiscal Year, CITY shall make deductions from payments due to CONTRACTOR at the rates below. The total deduction will be spread evenly over the following Fiscal Year after the determination that CONTRACTOR did not meet MRS as follows:

- One Fiscal Year: -\$0.30/unit x 12 months
- Second Consecutive Fiscal Year: -\$0.60/unit x 12 months
- Third Consecutive Fiscal Year: -\$0.90/unit x 12 months

**Example deduction methodology** *(for illustrative purposes only)*

<b>Fiscal Year</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>	<b>2026-2027</b>
<b>MRS Result</b>	<i>MRS not met</i>	<i>MRS met</i>	<i>MRS not met</i>	<i>MRS not met</i>	<i>MRS not met</i>	<i>MRS not met</i>
<b>Deduction rate (per unit per month)</b>	\$0.30	NA	\$0.30	\$0.60	\$0.90	\$0.90

Example calculation for example 2023-2024 result

Contractor does not meet MRS for one Fiscal Year:

Deduction = \$0.30 x 160,000 (total SFD and MFD units) x 12 months = \$576,000

- Determination of deduction finalized after December 2024 payment
- Deduction applied evenly over remaining monthly payments of Fiscal Year 2024-2025 (January 2025 through June 2025, six monthly payments) = \$576,000/6 = \$96,000 per month over six monthly payments

Example calculation for example 2024-2025 result

Contractor does not meet MRS for second consecutive Fiscal Year:

Deduction = \$0.60 x 160,000 (total SFD and MFD units) x 12 months = \$1,152,000

- Determination of deduction finalized after October 2025 payment
- Deduction applied evenly over remaining monthly payments of Fiscal Year 2025-2026 (November 2025 through June 2026, eight monthly payments) = \$1,152,000/8 = \$144,000 per month over eight monthly payments

19.3 Marketed Rate.

CONTRACTOR shall achieve a Marketed Rate of not less than eighty five percent (85%). If CONTRACTOR does not meet or exceed a Marketed Rate of 85%, CONTRACTOR fails to meet the Marketed Rate Standard.

The Marketed Rate will be calculated quarterly. The Marketed Rate will be calculated as the tons of Recyclable Material and Non-Program Material Sold, divided by the tons of Recyclable Material and Non-Program Material collected less the tons of Recyclable Material and Non-Program Material Residue. For the purposes of calculating the Marketed Rate, tonnages will not include any tons Sold or collected, nor any tons of Residue, attributable to Large Item collection.

**Marketed Rate Example Calculation**  
*(for illustrative purposes only)*

$$\text{Marketed Rate} = \frac{\text{(Tons of Recyclable Material + Non-Program Material sold)}}{\text{((Tons Recyclable Material Collected + Non-Program Material collected) - (Tons of Recyclable Material Residue + Non-Program Material Residue))}}$$

**19.4 Annual Calculation of Large Item Diversion Standard.**

CONTRACTOR shall achieve a Large Item diversion standard of not less than fifty percent (50%) per Fiscal Year in CONTRACTOR's Service Districts.

The Large Item diversion will be calculated as the tons of SFD and MFD Large Items collected through the provision of Large Item Collection Services and attributable to the Service District that are Recycled, Processed, and Sold, or delivered to a recycler or reuser, as required by this Agreement, divided by the total tons of Large Items collected from the Service District in the calendar year:

**Large Item Diversion Rate Calculation**

$$\text{Large Item Diversion Rate} = \frac{\text{(Tons of Large Items Recycled, Processed, and Sold, or delivered)}}{\text{(Tons Large Items collected)}}$$

The Large Item diversion will be calculated on a combined basis for SFD Service District B and for the MFD Service Districts, and the protocol for determining the tons of materials Sold and the tons of materials collected will be determined by mutual agreement between CITY and CONTRACTOR. CONTRACTOR's failure to meet the minimum diversion standard for Large Item Collection Services as set forth in this Section will not be considered a basis for default and termination under Section 22.1.

**19.5 MFD Recycling Collected Rate.**

CONTRACTOR shall achieve a MFD Recycling Collected Rate of not less than eighteen percent (18%). If CONTRACTOR does not meet or exceed a MFD Recycling Collected Rate of 18%, CITY will deduct payment to CONTRACTOR equivalent the amount of tons of MFD Recyclable Material collected under the 18% threshold multiplied

by the effective MFD Recycling deduction rate in Exhibit 1A, when applicable (example calculation and methodology below). The deduction rate will be adjusted annually in accordance with Exhibit 2, and reconciled every four years, starting with compensation rates effective July 1, 2021, with the then-current MFD Solid Waste processing and disposal costs to the CITY.

The MFD Recycling Collected Rate will be calculated annually, on a calendar year basis, and any applicable payment deductions will occur on or before the payment for June services following the calendar year under evaluation. The MFD Recycling Collected Rate will be calculated as the tons of MFD Recyclable Material collected, divided by the tons of MFD Recyclable Material collected plus the tons of MFD Solid Waste collected. For the purposes of calculating the MFD Recycling Collected Rate, tonnages will not include any tons attributable to Large Item collection.

<b>MFD Recycling Collected Rate Example Calculation</b> <i>(for illustrative purposes only)</i>	
<ul style="list-style-type: none"><li>In the 12-month calendar year period, CONTRACTOR collected 16,800 tons of MFD Recyclable Material and 80,000 tons of MFD Solid Waste, for a combined total of 96,800 tons collected.</li><li>MFD Recycling Collected Rate calculation:</li></ul>	
$\frac{16,800 \text{ tons MFD Recyclable Material collected}}{(16,800 \text{ tons MFD Recyclable Material collected} + 80,000 \text{ tons MFD Solid Waste collected})}$	= 17.36%

**Example deduction methodology** *(for illustrative purposes only)*

- Based on the example calculation above, the 18% threshold for Recyclable Material collected would be 17,424 tons (18% of 96,800 tons of total MFD material collected during a calendar year)
- Actual tons of Recyclable Material collected: 16,800 tons
- Tons under threshold = 17,424 tons – 16,800 tons = 624 tons
- Deduction rate = \$125/ton
- Annual deduction calculation: Tons under threshold x per ton deduction rate = 624 tons x \$125/ton = \$78,000 deducted from payment to CONTRACTOR

**19.6 Failure to Meet Minimum Requirements.**

CONTRACTOR's failure to meet the minimum diversion requirements set forth in this Agreement may result in the termination of this Agreement or the imposition of liquidated damages.

## ARTICLE 20. COMPENSATION

### 20.1 Billing and Collection of Payments.

CITY shall be responsible for the billing and collection of payments for all SFD Collection Service, and MFD Collection Service, with the exception of City Facility Collection Service.

### 20.2 Monthly Invoices.

#### 20.2.1 Recycle Plus Invoices.

CONTRACTOR shall provide a monthly report no later than the tenth (10<sup>th</sup>) day of each month following the month such services were rendered; and complete service data entry into the Customer Service System. Upon receipt of the report and access to complete service data, CITY shall then produce a preliminary monthly invoice for all services received under this Agreement no later than the fifteenth (15<sup>th</sup>) day of the month following the month such services were rendered. CONTRACTOR shall review the monthly invoice prepared by CITY and within ten (10) Work Days of receipt of the invoice, CONTRACTOR shall notify the City Representative of any discrepancies or deficiencies in said invoice.

#### 20.2.2 City Facility Monthly Invoices.

CONTRACTOR shall provide a monthly invoice report no later than the tenth (10<sup>th</sup>) day of each month following the month such services were rendered. Upon CITY's receipt of the invoice report and review of all service data, CONTRACTOR shall submit invoices by the fifteenth (15<sup>th</sup>) day of the month following service provision. Invoices will not be accepted as complete without all required reports.

#### 20.2.3 Resolution of Discrepancies.

CONTRACTOR shall meet with the City Representative within ten (10) Work Days of CITY's receipt of notice of discrepancies or deficiencies to resolve any such discrepancies or deficiencies and shall provide to the City Representative any and all documentation relating to the discrepancy or deficiency that is requested by the City Representative or which CONTRACTOR wishes to provide in support of CONTRACTOR's calculations. Within fifteen (15) calendar days of the receipt of documentation requested in writing by the City Representative or within fifteen (15) calendar days of the meeting between CONTRACTOR and the City Representative, whichever occurs later, the City Representative shall notify CONTRACTOR in writing of the City Representative's resolution of the discrepancies or deficiencies. The City Representative's determination shall be final unless within ten (10) calendar days of the date of the determination CONTRACTOR requests a review by the Director.

If CONTRACTOR timely requests a review by the Director, the Director shall review the City Representative's determination, all relevant information presented to the City Representative, and any additional relevant information provided by CONTRACTOR at the time of CONTRACTOR's request for review. If requested by CONTRACTOR, the Director shall meet with CONTRACTOR within fifteen (15) calendar days of CONTRACTOR's request for review. The Director shall render a written decision to CONTRACTOR sustaining or reversing the City Representative's determination, in whole or in part, within thirty (30) calendar days of receipt of CONTRACTOR's request for review.

#### 20.2.4 Partial Month Service.

If, during a month, a Small Civic Service Unit, SFD Service Unit, or MFD Service Unit is added to or deleted from CONTRACTOR's Service Unit list, the billing for such Service Unit shall be pro-rated as follows: (1) if the Service Unit was eligible to receive Collection Services for at least sixteen (16) calendar days during the month, CONTRACTOR shall be compensated for that Service Unit at the full monthly rate set out in Exhibit 1; and (2) if the Service Unit was eligible to receive Collection Services for less than sixteen (16) calendar days during the month, CONTRACTOR shall not be compensated for that Service Unit for that month. If, during a month, the service level increases or decreases for a MFD Service Unit because of a change in the size or number of containers as reflected in a written modification of the service agreement required by Section 7.1.6 of this Agreement, the billing for such Service Unit shall be pro-rated as follows: (1) if CONTRACTOR provides the new service level for at least sixteen (16) calendar days during the month, CONTRACTOR shall be compensated for that Service Unit at the new service level monthly rate set out in Exhibit 1; and (2) if CONTRACTOR provides the new service level for less than sixteen (16) calendar days during the month, CONTRACTOR shall be compensated for that month for that Service Unit at the monthly rate for the prior service level.

If, during a month, a City Facility Service Unit is added to or deleted from CONTRACTOR's City Facility Service Unit list, the billing for such City Facility Service Unit shall be pro-rated as follows: the monthly rate divided by the total number of scheduled collections in the month multiplied by the number of actual collections.

#### 20.2.5 Payments.

CITY shall make no payment for any SFD Service Unit, Business Service Unit, Small Civic Service Unit, or MFD Service Unit that is not included on the list maintained by CITY. CITY shall not be responsible for payment of invoices to Third Party Managers.

### **20.3 Payments to CONTRACTOR.**

CITY shall pay CONTRACTOR for services performed in accordance with this Agreement at the service rates set forth in Exhibit 1 ("COMPENSATION EXHIBITS") as such rates may be adjusted pursuant to this Agreement. Except as otherwise provided in this Agreement, CITY shall make monthly payments to CONTRACTOR within thirty (30) calendar days of CONTRACTOR's approval of CITY's invoice. In the event there are any amounts listed on the invoice which remain in dispute after CONTRACTOR and CITY complete the Resolution of Discrepancies process set forth in Section 20.2.3 above, CITY shall pay to CONTRACTOR the amounts accepted as appropriate by the Director.

20.3.1 Wire Transfers.

CITY will make monthly invoice payments and/or additional payments by wire transfer to CONTRACTOR's bank account or accounts as are designated by CONTRACTOR. CITY may deduct CITY's costs of the wire transfers from the monthly payment otherwise due to CONTRACTOR.

**20.4 Applicable Compensation Rates for SFD Recycling Service.**

20.4.1 Every-Other-Year Assessment of Recyclable Material.

CONTRACTOR's applicable compensation rate for SFD Recycling Service will be determined by an assessment of Recyclable Material collected by CONTRACTOR during the performance of SFD Recycling Service. This assessment will be performed once every two (2) Fiscal Years to determine the percentage of material not on the then-current RRFS List (per Section 19.2.3), by weight, present in Recyclable Material collected by CONTRACTOR. The assessment from Fiscal Year 2020-2021 will be used to determine applicable compensation rates at the Effective Date of this Agreement.

20.4.2 Recyclables Studies.

To assess Recyclable Material collected by CONTRACTOR, recyclables studies will be performed by a third-party consultant. The results of these studies will be used to determine the applicable compensation rate for SFD Recycling service effective for the following two Fiscal Years (see illustrative example below). The applicable compensation rates for SFD Recycling Service are the rates corresponding to the percent of material not on RRFS List in SFD Recycling Service Rates Schedule (Exhibit 1A, Section II), as adjusted by RRI. The results of any recyclables study will be conducted in the timeframe specified in this Section, will be conducted and completed to the satisfaction of the CITY, and will be final and binding on CONTRACTOR.

*Example determination of applicable compensation rate*  
*(numbers provided for illustrative purposes)*

*In Fiscal Year 2022-2023, third-party consultant's assessment of recyclables collected indicates 36.75% material not on RRFS List for District B.*

- *Then-current compensation rate for District B = \$13.61 per service unit per month (26% non-RRFS)*
- *Future compensation rate for District B = \$16.61 per service unit per month (36.75% non-RRFS)*
- *Future compensation rate effective for following two Fiscal Years, FY 2023-2024 and FY 2024-2025.*

#### 20.4.2.1 Selection of Third-Party Consultant.

The same third-party consultant retained by the CITY per Section 19.2.2.1 will perform recyclables studies on all contractors providing residential recycling services under contract with the CITY.

#### 20.4.2.2 Timing of Recyclables Studies.

CONTRACTOR shall permit the third-party consultant to perform recyclables studies at any facilities performing services under this Agreement with reasonably sufficient notice to the CONTRACTOR. Any unreasonable failure on the part of CONTRACTOR to permit the third-party consultant to complete a recyclables study in the required timeframe may result in the assessment of Liquidated Damages as set forth in this Agreement, CITY withholding payment to CONTRACTOR, or both.

#### 20.4.2.3 CITY Satisfaction.

All recyclables studies shall be completed to the reasonable satisfaction of the CITY. Any willful failure on the part of CONTRACTOR to permit the third-party consultant to complete a recyclables study to the CITY's reasonable satisfaction may result in the assessment of Liquidated Damages as set forth in this Agreement, CITY withholding payment to CONTRACTOR, or both. If additional work is needed in order to complete a recyclables study to the CITY's reasonable satisfaction, CONTRACTOR shall permit the third-party consultant to perform such additional work.

### **20.5 Refuse Rate Index (RRI) Adjustment Process.**

The service rates set forth in Sections 20.6.1, 20.6.2, and 20.6.3 shall be increased or decreased by the percentage change in the Refuse Rate Index (RRI) from the base month, which shall be December of the prior preceding year, to December of the immediately preceding year as contained in the most recent publication of the source documents listed in Exhibit 2 ("RATE ADJUSTMENT - REFUSE RATE INDEX "), to this

Agreement. The RRI adjustment will be calculated using the annual calendar year averages as published by the United States Department of Labor, Bureau of Labor Statistics (“BLS”) indices labeled as Annual by BLS, except the labor index, which will be calculated based on the average change of the four quarters for the calendar year. If an Annual value is not published, the annual calendar year average will be calculated by taking an average of the indices published over the calendar year.

CONTRACTOR shall deliver to CITY financial information for the specific services performed under this Agreement for the preceding calendar year. Such financial information shall be the information described in the “Non-Processing Operating Cost Statement – Description” portion of Exhibit 2 and shall be in the format described in Exhibit 2, as may be revised by CITY from time to time. CONTRACTOR shall provide a description of all items classified as “Other Operating Expenses” for the purpose of making the indexed adjustment calculation. If CONTRACTOR fails to submit the financial information in the required format prior to February 15th, it is agreed that CONTRACTOR shall be deemed to have waived the right to the RRI rate adjustment for that year. CONTRACTOR’s failure to provide the financial information shall not preclude CITY from applying the RRI using the prior years’ financial data, or pro forma data if no prior year financial data is available, if that application would result in a decrease in the affected service rates.

The BLS or source indices shall be truncated at four (4) decimal places for adjustment calculations. The resulting RRI value from the adjustment calculations may be rounded to four (4) decimal places for use in the final RRI compensation rate adjustment. Annual compensation rate adjustments shall be made only in units of one cent (\$0.01). Fractions of less than one cent (\$0.01) shall not be considered in making compensation rate adjustments. For example:

- ⇒ RRI value of 0.03555 shall be rounded to 0.0356, or 3.56%
- ⇒ Dollar amount of \$1.237 shall be truncated to \$1.23

If CONTRACTOR’s failure to submit the financial information required by Section 20.4 is the result of extraordinary or unusual circumstances as demonstrated by CONTRACTOR to the satisfaction of the City Representative, CITY at its sole discretion may consider the request for the annual RRI rate adjustment.

On or before June 1 of each year, the City Representative shall notify CONTRACTOR of the RRI adjustment to the affected service rates to take place beginning July 1 of that same year.

## **20.6 Adjustments to Rates Using Refuse Rate Index (RRI).**

The adjustments to rates may result in an increase or decrease to the rates. If the adjustment results in an increase greater than six percent (6%), CONTRACTOR may be required to defer the increase in excess of six percent (6%) to the following year and up to



three years thereafter. Any amount of the deferred increase in cost remaining on the fourth year would be included in the fourth year adjustment of the service rates.

If the adjustment results in a negative number, the CITY will defer that portion of the savings which would cause CONTRACTOR's then current compensation to decrease to the following year, and up to three years thereafter. Any savings not realized by the fourth year would be included in the fourth year adjustment to the service rates.

Notwithstanding this section, any adjustments to rates that result in an increase or decrease to the rates for the last year of this Agreement (2035-2036) shall fully include any deferred increase or savings not previously realized in the previous years' rates.

20.6.1 SFD Rates.

CONTRACTOR shall, subject to compliance with all provisions of this Article, receive an annual adjustment in the following service rates as set forth in the SFD COLLECTION SERVICE and RESIDUE DISPOSAL ADJUSTMENT section of Exhibit 1A of this Agreement:

- SFD Solid Waste Collection Service (1A, line A.1)
- SFD Recycling Service, Collection (1A)
- SFD Used Oil Collection Service, Used Oil and Filters Collection (1A, line A.3.a)
- Subscription On-Premises Collection (1A, line B.1)
- Excess Cart Exchanges (1A, line B.2)
- Large Item Collection (1A, line B.3)
- Tagged Garbage Bag Collection (1A, line B.4)
- Hard to Serve Rate (1A, line B.5)

20.6.2 MFD Rates.

CONTRACTOR shall, subject to compliance with all provisions of this Article, receive an annual adjustment in the following service rates in the MFD COLLECTION SERVICE sections of Exhibit 1A of this Agreement:

- Monthly Solid Waste Collection Service Rates (PART A)
- Monthly Recycling Service Rates (PART B)
- Collection Container Push Rates(PART C)
- Extra On-Call Collection Service Rates (PART D)
- Large Item Collection Rates (PART E)
- Container Handling Fees (PART F), excluding Special Services

### 20.6.3 City Facility Rates.

CONTRACTOR shall receive an annual adjustment in the following service rates in the CITY FACILITY COLLECTION SERVICES section of Exhibit 1B of this Agreement provided there is compliance with all other provisions of this Article:

- City Facility Regular Garbage Bin Service Schedule (PART A)
- City Facility Special Bin Service (PART B)
- City Facility Monthly Roll-Off Box and City provided Compactor Collection Rates (PART C)
- City Facility Special Service of Open-Top Roll-Off Boxes (PART D)
- City Facility Additional Services as Needed (hourly) (PART E)
- City Facility Optional Services (PART F)

## 20.7 City Facility Collection Services Billing and Collection of Payments.

### 20.7.1 City Facility Billing.

CONTRACTOR shall be responsible for the billing and collection of payments for all City Facility Collection Service. CONTRACTOR shall directly invoice CITY as specified by the City Representative, and shall invoice Third Party Managers separately.

### 20.7.2 City Facility Baled Cardboard.

CONTRACTOR shall credit on a monthly basis for 50% of actual sale of cardboard at the highest price received for any grade sold during the month, subject to CITY review and audit of CONTRACTOR's records. The credit shall be applied to the invoice. In the event that an invoice results in a net credit balance to CITY, then the credit balance shall be applied to the next monthly invoice.

## 20.8 Service Unit Counts.

CITY will utilize the Customer Service System to maintain the customer database from which the SFD Service Unit count, the Small Civic Service Unit count and the MFD Service Unit count will be derived. In the event CONTRACTOR does not agree with any of the Service Unit counts as maintained by CITY, CONTRACTOR may at any time, but not more often than once per Agreement Year, request that CITY and CONTRACTOR perform a joint route audit of the Service Unit count at issue. Such audit shall be at no cost to CITY other than labor costs for CITY staff.

## 20.9 Reconciliation

The CITY and CONTRACTOR may review compensation payments made to CONTRACTOR pursuant to services provided under the September 26, 2011 Agreement.

The request for reconciliation is limited to the period covered by the September 26, 2011 Agreement, and the reconciliation process must be completed on or before June 30, 2022, except as mutually agreed upon in writing by the parties.

The potential compensation adjustments may be due to, but are not limited to, the discovery of Customer Service System errors, discrepancies in Service Unit counts or on-call services already paid to CONTRACTOR, Refuse Rate Index adjustment errors, liquidated damages, or other overpayments or underpayments made to CONTRACTOR's invoice. The City Representative shall issue a written notice to CONTRACTOR of the compensation adjustment and the basis for the assessment. CONTRACTOR may request a review of the compensation adjustments by following the protocols set forth in Section 20.2.3 ("Resolution of Discrepancies") or Section 21.3 ("Procedure for Review of Liquidated Damages"), as appropriate.

#### **20.10 Withholding of Payment.**

In addition to express provisions contained elsewhere in this Agreement, CITY may withhold from any payment otherwise due to CONTRACTOR such amount as reasonably determined by CITY as necessary to protect CITY's interest, or, if CITY so elects, may withhold or retain all or a portion of any monthly payment or refund payment for any of the following reasons. CITY shall provide written notice to CONTRACTOR of the reason for withholding of payments.

- Unsatisfactory progress of the work not caused by any condition beyond the CONTRACTOR's control;
- Defective work not corrected;
- CONTRACTOR's failure to carry out instructions or orders of the City Representative;
- Failure to complete any processing study within the reasonably required timeframe;
- Failure to complete any processing study to the reasonable satisfaction of the CITY;
- Execution of work not in accordance with this Agreement;
- Claims filed by or against CONTRACTOR or reasonable evidence indicating probable filing of claims;
- Failure of CONTRACTOR to make payments to any subcontractor for material or labor;
- Unsafe working conditions allowed to persist by CONTRACTOR;
- Failure of CONTRACTOR to provide route schedules and other reports as required by CITY;

- Use of any subcontractors without CITY's prior written approval.

**20.11 Payment of Withheld Amounts.**

Upon CONTRACTOR's remedy of the above-listed grounds for withholding payment and demonstration of the remedy to the reasonable satisfaction of the City Representative, CITY shall pay all withheld amounts within ten (10) Work Days. CITY shall not be liable for interest on any delayed or late payment.

## ARTICLE 21. QUALITY OF PERFORMANCE OF CONTRACTOR

### 21.1 Intent.

CONTRACTOR acknowledges and agrees that the CITY's primary goals in entering into this Agreement are to ensure that the Collection and Billing Services are of the highest caliber, Service Recipient and Billing Customer satisfaction remains at the highest level, maximum diversion levels are achieved, materials collected are put to the highest and best use to the extent possible, and that all services performed under this Agreement are both timely and accurate.

CONTRACTOR agrees its failure to perform the services as set forth in this Agreement would cause CITY damage, CITY and CONTRACTOR mutually agree that making a precise determination of the amount of CITY's damages as a result of CONTRACTOR's failure would be impractical and/or extremely difficult. Therefore, the parties agree that, in the event of such a failure, CONTRACTOR shall pay to CITY as liquidated damages the amounts listed in Section 21.2.

### 21.2 Liquidated Damages.

It shall be the duty of CONTRACTOR to perform services under this Agreement in such a manner as to implement practices, policies and procedures designed to achieve the goals set forth in Section 21.1 above. In the event CONTRACTOR fails to perform the services as set forth in this Agreement, CONTRACTOR agrees that CITY shall notify the CONTRACTOR of nonperformance and may deduct liquidated damages from any monies due or which may become due to CONTRACTOR in the following amounts:

	<b>List of Liquidated Damages: Service Delivery</b>	<b>SFD/MFD</b>	<b>CITY FACILITY</b>
a.	Failure or neglect to resolve each complaint within the time set forth in this Agreement.	\$500.00 per incident per Service Recipient.	\$300 for City Facility Service Unit.
b.	Failure to clean up spillage or litter caused by CONTRACTOR.	\$300.00 per incident per location.	\$300.00 per incident per location.
c.	Failure to repair damage to customer property or City Facility Service Unit caused by CONTRACTOR or its personnel.	\$500.00 per incident per location.	\$500.00 per incident per location.
d.	Failure to maintain equipment in a clean, safe, and sanitary manner.	\$500.00 per incident per Work Day.	\$100 for City Facility Service Unit Per incident per Work Day.

	<b>List of Liquidated Damages: Service Delivery</b>	<b>SFD/MFD</b>	<b>CITY FACILITY</b>
e.	Failure to maintain office hours as required by this Agreement.	\$500.00 per incident per Work Day.	
f.	Failure to properly cover materials in collection vehicles.	\$500.00 per incident.	
g.	Failure to display CONTRACTOR's name and customer service phone number on collection vehicles, and for City Facility Collection Service, the bin number.	\$500.00 per incident per Work Day.	\$100 for City Facility Service Unit Per incident per Work Day.
h.	Failure to comply with the hours of operation as required by this Agreement.	\$500.00 per incident per Work Day.	\$100 for City Facility Service Unit Per incident per Work Day.
i.	Failure to pick up material on scheduled day.	\$100.00 per 1 missed pickup per 1,000 service opportunities per month (monthly service opportunities for SFD = number of service units from most recent monthly compensation x 4.33(garbage and recycling calculated separately; for MFD = number of carts and bins from most recent monthly compensation x frequency x 4.33 (garbage and recycling calculated separately))	\$100.00 per 1 missed pickup per 1,000 service opportunities (service opportunity = cart/bin setout)
j.	Failure to repair or replace damaged carts or bins within the time required by this Agreement.	\$100.00 per incident per Work Day.	
k.	Failure to deliver or exchange carts or bins within the time required by this Agreement.	\$100.00 per incident per Work Day.	
l.	Failure of CONTRACTOR's field personnel to carry photographic identification or wear uniform shirts, and for City Facility Collection Service, a cell phone or other City-approved communications equipment.	\$100.00 per incident per Work Day.	\$100.00 per incident per Work Day.

	<b>List of Liquidated Damages: Service Delivery</b>	<b>SFD/MFD</b>	<b>CITY FACILITY</b>
m.	Failure to pick-up Large Items within the time required by this Agreement.	\$100 per incident.	
n.	Failure to achieve minimum average telephone delay time of 180 seconds or less, measured on a quarterly basis, for a caller to talk with a Customer Service Representative (CSR). "Delay time" means the time from first ring until caller speaks with CSR.	Minimum delay time: 180 seconds quarterly average. \$5,000 per quarter if > 180 second avg. per quarter.	
o.	Failure to achieve minimum telephone hold time of cumulative of 10 minutes or less. "Hold time" means the cumulative time a caller is on-hold waiting to speak to a CSR or call abandoned while waiting to speak to a CSR.	Each call > 10 minutes total cumulative time on-hold or call abandoned after 10 minutes cumulative time on-hold: 0.3% or more of calls per quarter. \$10,000 per quarter if total cumulative time on-hold or call abandoned after 10 minutes on hold is $\geq$ 0.3% of calls per quarter.	
p.	Failure to achieve minimum acceptable score for call center service level quality.	\$1,000 for not meeting minimum score of third-party quarterly assessment report; minimum score $\geq$ 80% per assessment/quarter	
q.	Failure to provide customer self-service option (website, email) as specified in this Agreement.	\$1,000 per day	
r.	Failure to issue Non-Collection Notice as specified in this Agreement.	\$100 per incident	\$100 per incident

	<b>List of Liquidated Damages: Service Delivery</b>	<b>SFD/MFD</b>	<b>CITY FACILITY</b>
s.	Failure to return empty carts to the point of collection, upright with lids closed and locks secured (if applicable), as specified in this Agreement. This penalty would be complaint-based and for situations with public health & safety implications (e.g., cart toppled, in the middle of the road).	\$100 per incident	\$100 per incident

	<b>List of Liquidated Damages: All Other</b>	<b>SFD/MFD</b>	<b>CITY FACILITY</b>
t.	Failure to have a vehicle operator properly licensed.	\$500.00 per incident per Work Day.	
u.	Failure to maintain or timely submit to CITY, except if the failure is solely due to the CITY not providing the CONTRACTOR the necessary information, all documents and reports required under the provisions of this Agreement.	\$500.00 per incident per Work Day.	\$500.00 per incident per Work Day.
v.	Changing routes without proper notification to the City Representative.	\$500.00 per incident per Work Day.	
w.	Commingling Residential Solid Waste with Recyclable Material.	\$1,000.00 per incident.	
x.	Commingling of materials collected inside and outside the City of San Jose or commingling of MFD Compostable Waste collected inside and outside the City of San Jose prior to weighing of the materials upon delivery to the processing facility.	\$1,000.00 per incident.	
y.	Failure to provide adequate primary and alternate capacity to accept and process Recyclable Material.	\$1,000.00 per Work Day.	



	<b>List of Liquidated Damages: All Other</b>	<b>SFD/MFD</b>	<b>CITY FACILITY</b>
z.	Disposal of Recyclable Material in the Disposal Facility without first obtaining the required permission of CITY.	\$500.00 per occurrence.	
aa.	Failure to provide required communications equipment.	\$100.00 per incident per Work Day.	
bb.	Failure to deliver any collected materials to the Disposal Facility, Materials Recovery Facility, or Yard Trimmings Processing Facility, as appropriate, except as otherwise expressly provided in this Agreement.	\$5,000 first failure. \$25,000 each subsequent failure.	
cc.	Delivery to the Disposal Facility of any Residential Solid Waste collected outside of the SFD Service District or MFD Service Districts boundaries commingled with that collected as part of this Agreement.	\$5,000 first delivery. \$25,000 each subsequent delivery.	
dd.	Failure to meet the minimum Large Item diversion requirements of this Agreement (calculated per calendar year per Service District).	Shortfall of 25 percentage points or more: \$10,000.	
ee.	Failure to provide access for CITY (CITY staff or CITY designee) to CONTRACTOR's or subcontractor's operating and Processing facilities used pursuant to this Agreement.	\$1,000 per incident per Work Day.	
ff.	Failure to use biodiesel fuel, compressed natural gas, or an equivalent mutually agreed upon alternative fuel in Recycle Plus vehicle collection fleet.	\$20,000 per month.	
gg.	Unreasonable failure to permit the third-party consultant retained by the CITY to complete a processing study in the required timeframe.	\$500 per incident per Work Day	

	<b>List of Liquidated Damages: All Other</b>	<b>SFD/MFD</b>	<b>CITY FACILITY</b>
hh.	Unreasonable failure to permit the third-party consultant retained by the CITY to complete a processing study to the satisfaction of the CITY.	\$500 per incident per Work Day	

### **21.3 Procedure for Review of Liquidated Damages.**

If liquidated damages are applicable, the City Representative shall issue a written notice to CONTRACTOR (“Notice of Liquidated Damages”) that lists the liquidated damages associated with the nonperformance, and the nature of the failure.

The liquidated damages shall become final unless, within ten (10) calendar days of the date of the Notice of Liquidated Damages, CONTRACTOR provides a written request for a meeting with the Director to present evidence that the liquidated damages should not be applied.

The City Representative shall schedule a meeting between CONTRACTOR and the Director or the Director’s designee as soon as reasonably possible after timely receipt of CONTRACTOR’s request.

The Director or the Director’s designee shall review CONTRACTOR’s evidence and render a decision sustaining or reversing the liquidated damages as soon as reasonably possible after the meeting. Written notice of the decision shall be provided to CONTRACTOR.

In the event CONTRACTOR does not submit a written request for a meeting within ten (10) calendar days of the date of the Notice of Liquidated Damages, the City Representative’s determination shall be final and CITY may deduct the liquidated damages from amounts otherwise due to CONTRACTOR.

CITY’s collection of liquidated damages shall not prevent CITY from exercising any other right or remedy, including the right to terminate this Agreement, for CONTRACTOR’s failure to perform the work and services in the manner set forth in this Agreement.

### **21.4 Application of Liquidated Damages.**

In the determination of the total liquidated damages imposed during a calendar year, the liquidated damage shall be deemed imposed in the calendar year in which the event giving rise to the liquidated damage occurred. However, the liquidated damage shall not be deemed effective until the Procedure for Review of Liquidated Damages set forth in Section 21.3 has been completed or the time for initiating review has lapsed, whichever occurs later.

**21.5 Service Supervisor.**

CONTRACTOR shall assign a qualified supervisor or supervisors to be in charge of the Collection Services and shall provide the name of that person or those persons in writing to the City Representative annually by July 1 of each year of the term of this Agreement, and any other time the person in that position changes. The supervisor(s) shall be physically located in the geographic boundaries of the Service Districts and available to the Contract Manager through the use of telecommunication equipment at all times that CONTRACTOR is providing Collection Services. In the event the supervisor is unavailable due to illness or vacation, CONTRACTOR shall designate an acceptable substitute who shall be available and who has the authority to act in the same capacity as the supervisor.

**21.6 Contract Manager.**

CONTRACTOR shall designate a contract manager and shall provide the name of that person in writing to the City Representative within thirty (30) calendar days of the Effective Date of this Agreement and annually by July 1 of each subsequent Agreement Year of this Agreement and any other time the person in that position changes. The contract manager shall be available to the City Representative, the City Manager and the Director through telecommunications equipment at all times that CONTRACTOR is providing Collection Services. The contract manager shall provide CITY with an emergency phone number for communications outside of normal business hours.

## ARTICLE 22. DEFAULT OF AGREEMENT

### 22.1 Termination.

CITY may terminate this Agreement, except as otherwise provided below in this Article, by giving CONTRACTOR thirty (30) calendar days advance written notice, to be served as provided in Section 26.17, upon the happening of any one of the following events:

CONTRACTOR shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

By order or decree of a Court, CONTRACTOR shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of CONTRACTOR, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any notice of default shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or

By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of CONTRACTOR, and such possession or control shall continue in effect for a period of sixty (60) calendar days; or

CONTRACTOR has defaulted, by failing or refusing to pay in a timely manner the liquidated damages or other monies due CITY and said default is not cured within thirty (30) calendar days of receipt of written notice by CITY to do so; or

CONTRACTOR has defaulted by allowing any final judgment for the payment of money to stand against it unsatisfied and said default is not cured within thirty (30) calendar days of receipt of written notice by CITY to do so; or

In the event that the monies due CITY under this Section 22, or an unsatisfied final judgment under Section 22 is the subject of a judicial proceeding, CONTRACTOR shall not be in default if the sum of money is bonded. All bonds shall be in a form acceptable to the City Attorney; or

CONTRACTOR has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by CITY pursuant thereto or has wrongfully failed or refused to comply with

the instructions of the City Representative relative thereto and said default is not cured within thirty (30) calendar days of receipt of written notice from CITY to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) calendar days following receipt by CONTRACTOR of written demand from CITY to do so, CONTRACTOR fails to commence the remedy of such default within said thirty (30) calendar days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with CONTRACTOR having the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30) calendar days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time).

However, notwithstanding anything contained herein to the contrary, for the failure of CONTRACTOR to provide Collection Services for a period of three (3) consecutive Work Days, CITY may secure CONTRACTOR's records and equipment on the fourth (4th) Work Day in order to provide interim Collection Services until such time as the matter is resolved and CONTRACTOR is again able to perform pursuant to this Agreement; provided, however, if CONTRACTOR is unable for any reason or cause to resume performance at the end of thirty (30) calendar days all liability of CITY under this Agreement to CONTRACTOR shall cease and this Agreement may be deemed terminated upon notice by the City Manager. In the event CITY secures CONTRACTOR's equipment in order to provide interim services, ownership of such equipment shall remain with CONTRACTOR and shall not transfer to CITY.

## **22.2 Violations.**

Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this Article, in the event that CONTRACTOR's record of performance shows that CONTRACTOR has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by CONTRACTOR, in the opinion of the City Manager and regardless of whether CONTRACTOR has corrected each individual condition of default, CONTRACTOR shall be deemed a "habitual violator", shall be deemed to have waived the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The City Manager shall thereupon issue CONTRACTOR a final warning citing the circumstances therefore, and any single default by CONTRACTOR of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of the Agreement. In the event of any such subsequent default, the City Manager may terminate this Agreement upon giving of written final notice to CONTRACTOR, such termination to be effective upon the date specified in the City Manager's written notice to CONTRACTOR. Upon such termination, all contractual fees due hereunder plus any and all charges and interest, if any, shall be payable to the date of termination, and CONTRACTOR shall have no further rights hereunder. Immediately upon

the specified date in such final notice CONTRACTOR shall cease any further performance of Collection Services, as specified in the City Manager's notice, under this Agreement.

**22.3 Effective Date of Termination.**

In the event of the aforesaid events specified in Sections 22.1 and 22.2 above, and except as otherwise provided in said Sections, termination shall be effective upon the date specified in the City Manager's written notice to CONTRACTOR and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of CITY under this Agreement to CONTRACTOR, other than payment of moneys due, shall cease, and CITY shall have the right to call the Performance Bond and shall be free to negotiate with other contractors for the performance of the services specified in this Agreement. In the event of CONTRACTOR's failure to perform, CONTRACTOR shall reimburse CITY for all direct and indirect costs of providing interim Collection Services.

**22.4 Immediate Termination.**

CITY may terminate this Agreement immediately upon written notice to CONTRACTOR in the event CONTRACTOR fails to provide and maintain the Performance Bond as required by this Agreement, CONTRACTOR fails to obtain or maintain insurance policies endorsements as required by this Agreement, CONTRACTOR fails to provide the proof of insurance as required by this Agreement, or CONTRACTOR offers or gives any gift prohibited by Chapter 12.8 of the San José Municipal Code.

**22.5 Termination Cumulative.**

CITY's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.

## **ARTICLE 23. NONDISCRIMINATION, WAGE POLICY**

### **23.1 Nondiscrimination.**

In the performance of all work and services under this Agreement, CONTRACTOR shall not discriminate against any person on the basis of such person's race, sex, color, national origin, religion, marital status, sexual orientation or disability. CONTRACTOR shall comply with all applicable local, state and federal laws and regulations regarding nondiscrimination, including those prohibiting discrimination in employment.

### **23.2 Wage Policy.**

CONTRACTOR shall pay, and shall ensure its subcontractors to pay, those employees performing work related to this Agreement those specified wage rates as set forth in Exhibit 17 ("WAGE POLICY") and shall meet the documentation and reporting requirements set forth therein.

## **ARTICLE 24. FINANCIAL ASSURANCE**

### **24.1 Performance Bond.**

CONTRACTOR shall furnish to the City Clerk, and keep current, a performance bond in a form substantially as set forth in Exhibit 16 ("FORM OF PERFORMANCE BOND") to this Agreement or in such other form as is acceptable to the City Attorney, for the faithful performance of this Agreement and all obligations arising hereunder in the following amounts:

24.1.1 Beginning the Effective Date contract, an amount not less than Six Million Three Hundred and Twenty-Five Thousand Dollars (\$6,325,000).

### **24.2 Licensed Surety.**

The Performance Bond shall be executed by a surety company licensed to do business in the State of California; having an "A-" or better rating by A. M. Best or Standard and Poor's; and included on the list of surety companies approved by the Treasurer of the United States. If the term of the Performance Bond is shorter than the term of this Agreement, CONTRACTOR shall submit proof of renewal or extension at least thirty (30) calendar days prior to the Performance Bond expiration date.

### **24.3 Letter of Credit.**

As an alternative to the Performance Bond required by Section 24.1, if approved by the City Manager or designee Director, CONTRACTOR may deposit with CITY an irrevocable letter of credit in an amount as set forth in Section 24.1. If allowed, the letter of credit must be issued by an FDIC insured banking institution chartered to do business in the State of California, in CITY's name, and must be callable at the discretion of CITY.

### **24.4 Indemnification.**

CONTRACTOR shall indemnify and hold harmless CITY, CITY's contractors, and CITY's public officials, officers, directors, employees, agents and other contractors of each of them, from and against any and all claims, costs, losses and damages (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals as well as all Court or other dispute resolution costs), liabilities, expenditures or causes of action of any kind (including negligent, reckless, willful or intentional acts or omissions of CONTRACTOR, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any services or anyone for whose acts any of them may be liable collectively, "Losses"), to the extent arising from, relative to or caused by CONTRACTOR's performance of the services under this Agreement. This indemnity includes but is not limited to claims attributable to bodily injury, sickness, disease or death and to injury or destruction of tangible property. CONTRACTOR agrees, at CONTRACTOR's expense, after written notice from the City Attorney, to defend any action against CITY that falls within the scope of this indemnity, or CITY, at CITY's option, may elect not to tender such defense and may elect instead to



secure its own attorneys to defend any such action and the reasonable costs and expenses of such attorneys incurred in defending such action shall be payable by CONTRACTOR. Additionally, if CONTRACTOR, after receipt of written notice from CITY, fails to make any payment due under this Agreement to CITY, CONTRACTOR shall pay any reasonable attorneys' fees or costs incurred by CITY in securing any such payment from CONTRACTOR. Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by CONTRACTOR from CITY that such amount is due, be made by CONTRACTOR prior to CITY being required to pay same, or in the alternative, CITY, at CITY's option, may make payment of an amount so due and CONTRACTOR shall promptly reimburse CITY for same.

CONTRACTOR's obligations under this Section 24.4 includes the defense of any action against the CITY or the payment of any fines or penalties imposed on the CITY as a result of: (i) CONTRACTOR's failure to meet its obligations under this Agreement, or (ii) due to CONTRACTOR's delay in providing information that prevents CONTRACTOR or CITY from submitting timely reports as required by law.

**24.5 Consideration.**

It is specifically understood and agreed that the consideration inuring to CONTRACTOR for the execution of this Agreement includes the promises, payments, covenants, rights and responsibilities contained in this Agreement.

**24.6 Obligation.**

The execution of this Agreement by CONTRACTOR shall obligate CONTRACTOR to comply with the foregoing indemnification provision; however, the collateral obligation of providing insurance must also be complied with as set forth in Article 25.

**24.7 Subcontractors.**

CONTRACTOR shall require all subcontractors to enter into a contract containing the indemnification provisions set forth in Section 24.4 in which contract the subcontractor fully indemnifies CITY in accordance with this Article.

**24.8 Exception.**

Notwithstanding Section 24.4 above, CONTRACTOR's obligation to indemnify, hold harmless and defend CITY, its officers and employees shall not extend to any loss, liability, penalty, complaint, damage, action or suit arising or resulting from acts or omissions constituting willful misconduct or gross negligence on the part of CITY, its officers or employees.

**24.9 Damage by CONTRACTOR.**

If and to the extent CONTRACTOR's employees or subcontractors cause any injury, damage or loss to CITY property, including but not limited to CITY streets or curbs (excepting normal wear and tear), CONTRACTOR shall reimburse CITY for CITY's cost of

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repairing such injury, damage or loss. Such reimbursement is not in derogation of any right of CITY to be indemnified by CONTRACTOR for any such injury, damage or loss. With the prior written approval of the Director, CONTRACTOR may repair the damage at CONTRACTOR's sole cost and expense.

## ARTICLE 25. INSURANCE

### 25.1 Insurance Policies.

CONTRACTOR shall secure and maintain throughout the term of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with CONTRACTOR's performance of work or services under this Agreement. CONTRACTOR's performance of work or services shall include performance by CONTRACTOR's employees, agents, representatives and subcontractors.

### 25.2 Minimum Scope of Insurance.

There shall be no endorsement reducing the scope of the coverage required below unless approved by the CITY's Risk Manager. Insurance coverage shall be at least as broad as:

25.2.1 The coverage provided by Insurance Office Commercial General Liability coverage ("occurrence" form CG 0001); and

25.2.2 The coverage provided by Insurance Services Office Form No. CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and

25.2.3 Umbrella Liability per occurrence policy follow form for scheduled underlyers; Commercial General Liability, Auto Liability, Employer's Liability. Umbrella policy is required to have all scheduled underlyers identified; and

25.2.4 Workers' Compensation insurance as required by the California Labor Code and Employers Liability Insurance; and

25.2.5 Hazardous Waste and Environmental Impairment Liability Insurance.

### 25.3 Minimum Limits of Insurance.

CONTRACTOR shall maintain insurance limits no less than:

25.3.1 Commercial General Liability: \$3,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be \$10,000,000; and

25.3.2 Automobile Liability: \$3,000,000 combined single limit per accident for bodily injury and property damage; and

25.3.3 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$3,000,000 per accident; and

25.3.4 Umbrella Liability: \$10,000,000 per occurrence, with the Commercial General Liability, Automobile Liability, and Employer's Liability all listed on the policy as scheduled underlayers; and

25.3.5 Hazardous Waste and Environmental Impairment Liability: \$10,000,000 per occurrence.

#### **25.4 Deductibles and Self-Insured Retention.**

Any deductibles or self-insured retention must be declared to, CITY's Risk Manager. At the mutual agreement of CITY and CONTRACTOR, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects CITY, its officers, employees, agents and contractors; or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by CITY's Risk Manager.

#### **25.5 Endorsements.**

The General Liability and Automobile Liability Coverage policies are to contain, or be endorsed to contain, the following provisions:

25.5.1 The City of San José, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by, or on behalf of, CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, leased or used by CONTRACTOR; and automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.

25.5.2 CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance, or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

25.5.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officers, employees, agents, or contractors.

25.5.4 Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

25.5.5 Coverage shall contain a waiver of subrogation in favor of CITY, its officials, employees, agents and contractors.

Workers' Compensation and Employers' Liability Coverage shall contain waiver of subrogation in favor of the City of San Jose, its officers, employees, agents and contractors.

**25.6 All Coverages.**

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days prior written notice has been given to CITY's Risk Manager, except that ten (10) days prior written notice shall be required in the event of cancellation for non-payment of premium.

**25.7 Acceptability of Insurers.**

Insurance is to be placed with insurers reasonably acceptable to CITY's Risk Manager.

**25.8 Verification of Coverage.**

CONTRACTOR shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. CONTRACTOR shall furnish CITY with a new certificate of insurance and endorsements on each renewal of coverage or change of insurers.

Proof of insurance shall be either emailed in a PDF format to Riskmgmt@sanjoseca.gov with a copy to the City Representative, or mailed to the following postal address (or any subsequent email or postal address as may be directed in writing by the Risk Manager):

CITY OF SAN JOSE – Department of Finance  
Risk Management  
200 East Santa Clara Street, 14th Floor  
San Jose, California 95113-1905

**25.9 Subcontractors.**

CONTRACTOR shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

**25.10 Modification of Insurance Requirements.**

The insurance requirements provided in this Agreement may be modified or waived by CITY's Risk Manager, in writing, upon the request of CONTRACTOR if the CITY's Risk Manager determines such modification or waiver is in the best interest of CITY considering all relevant factors, including exposure to CITY.

**25.11 Rights of Subrogation.**

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses

covered by the above-described insurance. CONTRACTOR shall ensure that any companies issuing insurance to cover the requirements contained in this Agreement and shall provide waiver of subrogation endorsements in favor of the City. The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional insured shall not apply to CITY.

## **ARTICLE 26. MISCELLANEOUS PROVISIONS**

### **26.1 Modifications.**

CITY shall have the power to make changes in this Agreement as the result of changes in law, changes in the City of San José Municipal Code, or both, to impose new rules and regulations on CONTRACTOR under this Agreement relative to the scope and methods of providing Collection Services as shall from time-to-time be necessary and desirable for the public welfare. CITY shall give CONTRACTOR notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing Collection Services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of CONTRACTOR.

### **26.2 Change in Law.**

CITY and CONTRACTOR understand and agree that the California Legislature has the authority to make comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. CONTRACTOR agrees that the terms and provisions of the San José Municipal Code, as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement and the Service Recipients of CONTRACTOR located within the Service District. In the event any future change in the San José Municipal Code, materially alters the obligations of CONTRACTOR, then the affected service rates, as established in Exhibit 1 of this Agreement shall be adjusted. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. CITY and CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Agreement, CITY and CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of CONTRACTOR due to any modification in the Agreement under this Article. CITY and CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

### **26.3 Senate Bill 1383.**

CONTRACTOR is aware that Senate Bill (SB) 1383, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants, became law in 2016. CONTRACTOR agrees that the passage of this law and the regulations implemented under it will not present a Change in Law. The CITY and CONTRACTOR will provide for the program support and reporting required by SB 1383 and its regulations. If CONTRACTOR is required to provide significant changes to services

in response to SB 1383, CITY and CONTRACTOR will mutually agree to the appropriate scope and compensation for such services subject to appropriation of funds.

**26.4 Exempt Waste.**

CONTRACTOR shall not be required to collect Exempt Waste, but may offer such services to Service Recipients. Collection and disposal of Exempt Waste is not regulated under this Agreement, but if provided by CONTRACTOR shall be in strict compliance with all federal, state and local laws and regulations.

**26.5 Independent Contractor.**

In the performance of services pursuant to this Agreement, CONTRACTOR shall be an independent contractor and not an officer, agent, servant or employee of CITY. CONTRACTOR shall have exclusive control of the details of the services and work performed and over all persons performing such services and work. CONTRACTOR shall be 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 shall obtain any right to retirement benefits, Workers' Compensation benefits, or any other benefits which accrue to CITY employees and CONTRACTOR expressly waives any claim it may have or acquire to such benefits.

**26.6 Law to Govern.**

The law of the State of California shall govern the rights, obligations, duties and liabilities of CITY and CONTRACTOR under this Agreement and shall govern the interpretation of this Agreement.

**26.7 Venue.**

Any litigation between CITY and CONTRACTOR concerning or arising out of this Agreement shall be filed and maintained exclusively in the Superior Courts of Santa Clara 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.

**26.8 Assignment.**

No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by CONTRACTOR without the express written consent of the Director. CITY shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by CONTRACTOR. Any assignment of this Agreement made by CONTRACTOR without the express written consent of the Director shall be null and void and shall 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 shall be deemed immediately terminated, and upon such termination all liability of CITY under this Agreement to CONTRACTOR, other



than the payment of moneys due as of the date of termination, shall cease, and CITY shall have the right to call the Performance Bond and shall be free to negotiate with other contractors, CONTRACTOR, or any other person or company for the service which is the subject of this Agreement. In the event of any assignment, the assignee shall fully assume all the liabilities of CONTRACTOR.

**26.9 Subcontractors.**

The use of a subcontractor to perform services under this Agreement shall not constitute delegation of CONTRACTOR's duties provided that CONTRACTOR has received prior written authorization from the Director to subcontract such services and the Director has approved a subcontractor who will perform such services. CONTRACTOR shall be responsible for directing the work of CONTRACTOR's subcontractors and any compensation due or payable to CONTRACTOR's subcontractor shall be the sole responsibility of CONTRACTOR. The Director shall have the right to require the removal of any approved subcontractor for reasonable cause. The subcontractors listed in Exhibit 9 ("APPROVED SUBCONTRACTORS") to this Agreement, are hereby approved by CITY as to the scope of work specified in Exhibit 9 for each subcontractor. Additional subcontractors may be used only upon the written approval of the Director in accordance with this Section.

**26.10 Compliance with Laws.**

In the performance of this Agreement, CONTRACTOR shall comply with all applicable laws, regulations, ordinances and codes of the federal, state and local governments, including without limitation the Charter of the City of San Jose and the San Jose Municipal Code.

**26.11 Amendments to Municipal Code.**

CITY shall provide written notice to CONTRACTOR of any planned amendment to Chapter 9.10 of the San Jose Municipal Code that would substantially affect the performance of CONTRACTOR's services pursuant to this Agreement. Except in the case of an amendment determined by the City Council to be an urgency measure, such notice shall be provided at least thirty (30) calendar days prior to the City Council's approval of such an amendment.

**26.12 Permits and Licenses.**

CONTRACTOR shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect throughout the term of this Agreement. CONTRACTOR shall provide proof of such permits, licenses or approvals and shall demonstrate compliance with the terms and conditions of such permits, licenses and approvals upon the request of the City Representative.

**26.13 Ownership of Written Materials.**

All reports, documents, brochures, public education materials, and other written, printed, electronic or photographic materials developed by CITY or CONTRACTOR in connection with the services to be performed under this Agreement or in connection with the Recycle Plus Program, whether developed directly or indirectly by CITY or CONTRACTOR shall be and shall remain the property of CITY without limitation or restrictions on the use of such materials by CITY. CONTRACTOR shall not use such materials in connection with any project not connected with this Agreement without the prior written consent of the City Representative. This Section does not apply to ideas or concepts described in such materials and does not apply to the format of such materials.

**26.14 Waiver.**

The waiver by CITY or CONTRACTOR of any breach for violation of any term covenant or condition of this Agreement shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach or violation of the same or of any other term, covenant or condition. The subsequent acceptance by CITY of any fee, tax, or any other monies which may become due from CONTRACTOR to CITY shall not be deemed to be a waiver by CITY of any breach for violation of any term, covenant or condition of this Agreement.

**26.15 Prohibition Against Gifts.**

CONTRACTOR represents that CONTRACTOR is familiar with CITY's prohibition against the acceptance of any gift by a CITY officer or employee, which prohibition is found in Chapter 12.8 of the San José Municipal Code. CONTRACTOR shall not offer any CITY officer or employee any gift prohibited by said Chapter. The offer or giving of any gift prohibited by Chapter 12.8 shall constitute a material breach of this Agreement and, in addition to any other remedy CITY may have in law or in equity, CITY may immediately terminate this Agreement for such breach as provided in Section 22.4 of this Agreement.

**26.16 Disqualification Of Former Employees.**

CONTRACTOR represents that CONTRACTOR is familiar with the provisions of Chapter 12.10 of the San José Municipal Code relating to the disqualification of former officers and employees of CITY in matters that are connected with former duties or official responsibilities (the "Revolving Door Ordinance"). CONTRACTOR shall not utilize, either directly or indirectly, any officer, employee, or agent of CONTRACTOR to perform services under this Agreement, if in the performance of such services the officer, employee or agent would be in violation of the Revolving Door Ordinance.

**26.17 Point of Contact.**

The day-to-day dealings between CONTRACTOR and CITY with respect to this Agreement shall be between CONTRACTOR's Division Vice President and the City Representative.

**26.18 Notices.**

Except as otherwise provided in this Agreement, whenever either party desires to give notice to the other, the notice must be in writing and given as provided in this Section. For the present, the parties designate the following as the respective persons and places for giving of notice:

To CITY:

Director  
Department of Environmental Services  
200 East Santa Clara Street, 10<sup>th</sup> Floor  
San Jose, CA 95113  
Fax: (408) 292-6212

With a copy to:

City Representative  
Residential Garbage and Recycling  
Department of Environmental Services  
200 East Santa Clara Street, 10<sup>th</sup> Floor  
San Jose, CA 95113  
Fax: (408) 292-6212

To CONTRACTOR:

Paul Nelson  
Division Vice President  
Waste Connections of California Inc. dba GreenTeam of San Jose  
1333 Oakland Road  
San Jose, CA 95112

Notices shall be effective when deposited in the U. S. mail, postage prepaid, or when personally delivered to the address specified above or to such other address as designated by a party by providing written notice of a change in address. Notice may also be sent by electronic mail and shall be effective when received, provided that electronic mail received after 4:30 p.m. or on weekends or holidays, will be deemed received on the next Work Day. The original of items that are transmitted by electronic mail must also be mailed or personally delivered as provided above within three (3) Work Days of the electronic mail transmission.

**26.19 Request for Additional Services**

If requested by the CITY, CONTRACTOR shall take over other Recycle Plus services from other providers. If CITY makes such a request, CITY and CONTRACTOR will negotiate in good faith to determine appropriate compensation for such additional services, subject to appropriation of funds.

**26.20 Transition to Next Contractor.**

In the event CONTRACTOR is not awarded an agreement to continue to provide Residential and/or City Facility Solid Waste Collection Services following the expiration or early termination of this Agreement, CONTRACTOR shall cooperate fully with CITY and any subsequent contractor(s) to assure a smooth transition of services described in this Agreement. Such cooperation shall include, but not be limited to, transfer of computer data, files and tapes; providing routing information, route maps, vehicle fleet information, and list of Service Recipients; providing applicable detailed Service Recipient information, including but not limited to, Service Unit account and billing information; not less than one hundred twenty (120) calendar days prior to the termination of this Agreement, providing a list of workers who will be displaced by the transfer of services to a successor contractor; making employees reasonably available for interviews and training by the new contractor provided the request is consistent with the bargaining agreement; providing a complete inventory of all Garbage Carts, Garbage Bins, Recycling Carts, Recycling Bins and City Facility Solid Waste and Recycling Containers; providing adequate labor and equipment to complete performance of all Solid Waste Collection Services required under this Agreement; taking all actions necessary to transfer ownership of Garbage Carts, Garbage Bins, Recycling Carts, Recycling Bins and City Facility Solid Waste and Recycling Containers as appropriate, to CITY, including transporting such containers to a location designated by the City Representative; removing containers in accordance with a schedule approved by the City Representative; coordinating collection of materials set out in new containers if new containers are provided for a subsequent Agreement; and providing other reports and data required by this Agreement.

#### 26.18.1 Collection Fleet Rental

The CITY and CONTRACTOR may mutually agree to rent all or part of CONTRACTOR's collection fleet for a period of not less than three (3) months, beginning July 1, 2036. CITY will notify CONTRACTOR in writing of its intention to exercise this mutual agreement no later than June 1, 2036. The collection vehicle rental price shall be no more than that customary in the rental of solid waste collection equipment.

#### **26.21 Use of Recycled Products.**

For services rendered pursuant to this Agreement, CONTRACTOR shall use recycled paper for all printed material such as brochures, reports, studies, and promotional literature, that exceeds ten (10) pages, or if the cumulative total number of pages per document or printed material times the number of copies made is in excess of ten (10) pages.

For the purposes of this Section, "recycled paper" means a paper or wood pulp product with not less than fifty percent (50%) off its total weight consisting of secondary and post consumer waste and with not less than thirty percent (30%) of its total weight consisting of post consumer waste. "Post consumer waste" means a finished material that would normally be disposed of as a solid waste, having completed its life cycle as a

consumer item. "Secondary waste" means fragments of products or finished products of a manufacturing process that has converted a virgin resource into a commodity of real economic value and includes post consumer waste but does not include fibrous waste generated during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls (mill broke), wood slabs, chips, sawdust, or other wood Residue from a manufacturing process.

CONTRACTOR may request an exemption from the requirements of this Section by submitting such request in writing to the Director. Such a request may be approved or denied, in whole or in part, at said Director's sole discretion. CONTRACTOR shall not use, in the performance of services under this Agreement, any product or material that does not meet the standards set forth above without the prior written approval of said Director.

**26.22 Entire Agreement.**

This Agreement and the Exhibits attached hereto constitute the entire Agreement and understanding between the parties hereto, and this Agreement shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto. 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 shall be predicated upon any prior representations or agreements, whether oral or written.

**26.23 Severability.**

If any provision of this Agreement or the application of it to any person or situation shall to any extent be 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 shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

**26.24 Right to Require Performance.**

The failure of CITY at any time to require performance by CONTRACTOR of any provision hereof shall in no way affect the right of CITY thereafter to enforce same. Nor shall waiver by CITY of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

**26.25 Headings.**

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

**26.26 Exhibits.**

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each and is incorporated by this reference into this Agreement. In the event of any conflict or inconsistency between the Agreement and the Exhibits, however, such conflict or inconsistency will be resolved by giving precedence to the Agreement unless otherwise stated.

**26.27 Execution in Counterparts.**

This Agreement may be executed in any number of counterparts and by each party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

**26.28 Use of Electronic Signatures.**

Unless otherwise prohibited by law or CITY policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a writing as set forth in Evidence Code Section 1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the CITY.

**IN WITNESS WHEREOF**, CITY and CONTRACTOR have executed this Agreement on the respective date(s) below each signature.

APPROVED AS TO FORM

CITY OF SAN JOSE, a municipal corporation

× Mark Vanni  
Mark Vanni (6/29/2021)  
Email: mark.vanni@sanjoseca.gov

× Sarah Zarate  
Sarah Zarate (6/30/2021)  
Email: sarah.zarate@sanjoseca.gov

\_\_\_\_\_  
MARK VANNI  
Senior Deputy City Attorney

By: \_\_\_\_\_  
SARAH ZARATE  
Director

Date: \_\_\_\_\_

WASTE CONNECTIONS OF CALIFORNIA, INC.  
dba GREENTEAM OF SAN JOSE, a California  
corporation

× Paul Nelson  
paul.nelson@wasteconnections.com (6/29/2021)  
Email: paul.nelson@wasteconnections.com

By: \_\_\_\_\_  
PAUL NELSON  
Division Vice President

Date: \_\_\_\_\_

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**EXHIBIT 1A**  
**COMPENSATION**

CITY shall compensate CONTRACTOR for services performed in accordance with this Agreement at the following rates. The rates set forth in this Exhibit 1A are in Fiscal Year 2020-2021 dollars. The rates eligible to be adjusted by the RRI, per Article 20, will be adjusted annually by the RRI methodology set forth in Exhibit 2.

**I. SFD COLLECTION SERVICES**

For SFD Collection Services, CONTRACTOR's compensation shall be as set out in the following table.

<b>SFD COMPENSATION</b>		<b>District B</b>	
<b>A. BASE SERVICE RATES</b>			
1.	SFD Solid Waste Collection Service <sup>(1)</sup>	\$ 8.39/Service Unit/Mo.	
2.	SFD Recycling Service <sup>(2)</sup>	<b>% Material Not on RRFS List*</b>	<b>Rate</b> (Service Unit/Mo.)
		<20%	\$14.31
		20-21.99%	\$14.31
		22-23.99%	\$14.31
		24-25.99%	\$14.31
		26-27.99% (26% Base Level)	\$14.31
		28.00-29.99%	\$14.31
		30.00-31.99%	\$14.31
		32.00-33.99%	\$15.40
		34.00-35.99%	\$16.49
		>35.99%	\$17.58
		*Applicable rates based on the percentage of material not on RRFS list (RRFS defined in Section 19.2 found in recycling carts, per studies conducted once every two years.	
<b>B. ADDITIONAL SERVICE RATES</b>			
1.	Subscription On-Premises Collection of all Base Service Collection Elements <sup>(3)</sup>	\$ 37.91/Service Unit/Mo.	
2.	Excess Cart Exchanges <sup>(4)</sup>	\$ 71.55/Occurrence	
3.	Large Item Collection (For every 1 to 3 Items)	\$ 28.11/Occurrence	
4.	Tagged Garbage Bag Collection	\$ 1.56/Bag	



**EXHIBIT 1A**  
**COMPENSATION**

5.	Hard to Serve Rate <sup>(5)</sup>	\$TBD/Service Unit/Mo.
<b>C. ANNUAL MRS DEDUCTION RATE <sup>(6)</sup></b>		
1.	First Year	\$0.30/Service Unit/Yr.
2.	Second Consecutive Year	\$0.60/Service Unit/Yr.
3.	Third and Subsequent Consecutive Year	\$0.90/Service Unit/Yr.

<b>D. ANNUAL CUSTOMER SERVICE DEDUCTION RATE <sup>(7)</sup></b>		
1.	First Year	\$0.15/Service Unit/Yr.
2.	Second Consecutive Year	\$0.30/Service Unit/Yr.
3.	Third and Subsequent Consecutive Year	\$0.45/Service Unit/Yr.

Notes:

- (1) For a SFD Service Unit that consists of a combination of Dwelling Units and receives Garbage collection services from shared Garbage carts, CONTRACTOR's compensation for SFD Solid Waste Collection Service is the number of Garbage carts at the SFD Service Unit multiplied by the applicable compensation rate.
- (2) For a SFD Service Unit that consists of a combination of Dwelling Units and receives Garbage collection services from shared Garbage carts, CONTRACTOR's compensation for SFD Recycling Service is the compensation listed regardless of the number of Recycling carts at the SFD Service Unit and compensation for SFD Used Oil Collection Service is the compensation listed regardless of the number of containers.
- (3) This rate will be added to each of lines A.1, A.2.a, and A.3.a for each Service Unit receiving Subscription On-Premises Collection Services.
- (4) CONTRACTOR acknowledges that it will not be compensated for (1) customer initiated Garbage Cart exchanges between 0.123% and 4.734% of the average number of households in a Fiscal Year, and (2) customer initiated Recycling Cart exchanges between 0.047% and 2.032% of the average number of households in a Fiscal Year. Garbage Cart and Recycling Cart exchanges below or above these ranges shall be compensated by the CITY in the June invoice. Cart exchange counts shall be rounded to the nearest whole number.
- (5) CONTRACTOR shall cooperate with the CITY if it chooses to implement a hard-to-serve rate for existing customers or customers located in new developments. This may include assisting the CITY in the identification of hard-to-serve areas and negotiating in good faith to arrive at a reasonable rate for said units.
- (6) The MRS Deduction Rate will apply when CONTRACTOR fails to meet the annual MRS standard. The application of the MRS Deduction Rate will be calculated in accordance with Section 19.2.6 of this Agreement.

**EXHIBIT 1A**  
**COMPENSATION**

- (7) The Customer Service Deduction Rate will apply when CONTRACTOR fails to meet the annual Customer Service standard. The application of the Customer Service Deduction Rate will be calculated in accordance with Section 16.14 of this Agreement.

Garbage Cart exchanges in **District B** will be paid for up to 0.123% and over 4.734% of the average housecounts.

Average housecounts is the sum of the housecounts from the monthly invoices divided by twelve.  

$$\frac{\text{Jul Housecounts} + \text{Aug housecounts} + \text{Sep housecounts} \dots + \text{Jun housecounts}}{12}$$

**Example: total exchanges = 2,400      average housecount = 48,800**

Exchanges will be paid for, **up to** 0.123% of 48,800 = .00123 x 48800 = 60 exchanges  
 Exchanges will be paid for, **over** 4.734% of 48,800 = .04734 x 48800 = 2310 exchanges

Pay <b>up to</b> 60 exchanges	pay	60
Pay <b>over</b> 2310 → total exchanges (2400) – 2310 = 90		+90
		-----
<b>Total paid</b>	=	<b>150 exchanges</b>
<b>Payment = 150 exchanges x \$71.55/exchange</b>	=	<b>\$10,732.50</b>

Recycling Cart exchanges in **District B** will be paid for up to 0.047% and over 2.032% of the average housecounts.

Average housecounts is the sum of the housecounts from the monthly invoices divided by twelve.  

$$\frac{\text{Jul Housecounts} + \text{Aug housecounts} + \text{Sep housecounts} \dots + \text{Jun housecounts}}{12}$$

**Example: total exchanges = 950      average housecount = 48,800**

Exchanges will be paid for, **up to** 0.047% of 48,800 = .00047 x 48800 = 23 exchanges  
 Exchanges will be paid for, **over** 2.032% of 48,800 = .02032 x 48800 = 992 exchanges

Pay <b>up to</b> 23 exchanges	pay	23
Pay <b>over</b> 992 → total exchanges (950) – 992 = -42		+ 0    none over
		-----
<b>Total paid</b>	=	<b>23 exchanges</b>
<b>Payment = 23 exchanges x \$71.55/exchange</b>	=	<b>\$1,645.64</b>

**EXHIBIT 1A**  
**COMPENSATION**

**II. MFD COLLECTION SERVICES**

**PART A. MFD MONTHLY SOLID WASTE COLLECTION SERVICE RATES**

CONTRACTOR's monthly compensation for MFD Solid Waste Collection Service shall be based on the size of the Garbage Bin and the number of collections per week. Where the Garbage Bin is provided by the MFD Service Unit, payment shall not include the rental component.

**1. Garbage Bin Schedule:** CONTRACTOR's monthly compensation for MFD Solid Waste Collection Service shall be as set forth in the following table, as adjusted by RRI.

<b>BIN SIZE</b>	<b>SERVICE</b>	<b>1X WEEK</b>	<b>2X WEEK</b>	<b>3X WEEK</b>	<b>4X WEEK</b>	<b>5X WEEK</b>
1 cu yd	Collection	\$36.64	\$60.96	\$85.27	\$109.54	\$133.90
	Bin Rental	\$9.23	\$9.23	\$9.23	\$9.23	\$9.23
1.5 cu yd	Collection	\$39.25	\$64.89	\$90.48	\$116.23	\$141.88
	Bin Rental	\$10.27	\$10.27	\$10.27	\$10.27	\$10.27
2 cu yd	Collection	\$41.84	\$68.86	\$95.85	\$122.86	\$149.86
	Bin Rental	\$10.82	\$10.82	\$10.82	\$10.82	\$10.82
3 cu yd	Collection	\$47.04	\$76.74	\$106.44	\$136.15	\$165.84
	Bin Rental	\$11.82	\$11.82	\$11.82	\$11.82	\$11.82
4 cu yd	Collection	\$52.24	\$84.67	\$117.02	\$149.46	\$181.88
	Bin Rental	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59
6 cu yd	Collection	\$62.57	\$100.47	\$138.22	\$176.03	\$213.89
	Bin Rental	\$17.57	\$17.57	\$17.57	\$17.57	\$17.57
8 cu yd	Collection	\$73.00	\$116.23	\$159.44	\$202.62	\$245.84
	Bin Rental	\$21.29	\$21.29	\$21.29	\$21.29	\$21.29

**Combined rate** (for reference, showing Garbage Bin schedule above with Collection and Bin Rental added together. This schedule is not used for RRI calculations)

<b>BIN SIZE</b>	<b>1X WEEK</b>	<b>2X WEEK</b>	<b>3X WEEK</b>	<b>4X WEEK</b>	<b>5X WEEK</b>
1 cu yd	\$45.87	\$70.19	\$94.50	\$118.77	\$143.13
1.5 cu yd	\$49.52	\$75.16	\$100.75	\$126.50	\$152.15
2 cu yd	\$52.66	\$79.68	\$106.67	\$133.68	\$160.68
3 cu yd	\$58.86	\$88.56	\$118.26	\$147.97	\$177.66
4 cu yd	\$65.83	\$98.26	\$130.61	\$163.05	\$195.47
6 cu yd	\$80.14	\$118.04	\$155.79	\$193.60	\$231.46
8 cu yd	\$94.29	\$137.52	\$180.73	\$223.91	\$267.13

**EXHIBIT 1A**  
**COMPENSATION**

2. **Solid Waste Roll-Off Compactor Schedule:** CONTRACTOR's compensation for regularly-scheduled collection of Residential Solid Waste in Roll-Off Compactors shall be a per-cubic yard price based on the collection frequency where the number of cubic yards is the volume capacity of the Roll-Off Compactor. CONTRACTOR's monthly compensation for Roll-Off Compactor collection of Residential Solid Waste shall be as set forth in the following table.

Price Per Cubic Yard	1X WEEK	2X WEEK	3X WEEK	4X WEEK	5X WEEK	Extra Collection
		\$59.02	\$98.14	\$163.08	\$270.96	\$450.14

**PART B. MFD MONTHLY RECYCLING SERVICE RATES**

CONTRACTOR's monthly compensation for MFD Recycling Service shall be based on the size of the Recycling Bin or Recycling Cart and the number of collections per week. Where the Recycling Bin is provided by the MFD Service Unit, payment shall not include the rental component.

1. **Recycling Schedule:** CONTRACTOR's monthly compensation for MFD Recycling Service shall be as set forth in the following table, as adjusted by RRI.

SIZE	SERVICE	1X WEEK	2X WEEK	3X WEEK	4X WEEK	5X WEEK
96 Gallon Cart	Collection	\$42.76	\$71.11	\$99.45	\$127.80	\$156.19
1 cu yd	Collection	\$62.06	\$103.21	\$144.31	\$185.44	\$226.58
	Bin Rental	\$9.23	\$9.23	\$9.23	\$9.23	\$9.23
1.5 cu yd	Collection	\$66.44	\$109.88	\$153.18	\$196.69	\$240.11
	Bin Rental	\$10.27	\$10.27	\$10.27	\$10.27	\$10.27
2 cu yd	Collection	\$70.88	\$116.55	\$162.25	\$207.96	\$253.63
	Bin Rental	\$10.82	\$10.82	\$10.82	\$10.82	\$10.82
3 cu yd	Collection	\$79.68	\$129.91	\$180.18	\$230.41	\$280.70
	Bin Rental	\$11.82	\$11.82	\$11.82	\$11.82	\$11.82
4 cu yd	Collection	\$88.45	\$143.23	\$198.10	\$252.92	\$307.74
	Bin Rental	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59
6 cu yd	Collection	\$105.99	\$169.98	\$233.93	\$297.90	\$361.89
	Rental	\$17.57	\$17.57	\$17.57	\$17.57	\$17.57
8 cu yd	Collection	\$123.58	\$196.69	\$269.78	\$342.87	\$415.99
	Rental	\$21.29	\$21.29	\$21.29	\$21.29	\$21.29

Beginning July 1, 2021, the maximum monthly compensation for the combined total of recycling bins and recycling carts for MFD Recycling Service following the table above shall not exceed the amount set forth in the following table (shown in 2020-2021 dollars).

**EXHIBIT 1A**  
**COMPENSATION**

Time Period	Maximum Compensation
Monthly	\$ 779,165 <sup>(1)</sup>

(1) Beginning July 1, 2021, this amount shall be adjusted by both an annual growth rate of 1.61% and the RRI index that is effective for each Fiscal Year.

**Combined rate** (for reference, showing Recycling Schedule above with Collection and Bin Rental added together. This schedule is not used for RRI calculations)

SIZE	1X WEEK	2X WEEK	3X WEEK	4X WEEK	5X WEEK
96 Gallon Cart	\$42.76	\$71.11	\$99.45	\$127.80	\$156.19
1 cu yd	\$71.29	\$112.44	\$153.54	\$194.67	\$235.81
1.5 cu yd	\$76.71	\$120.15	\$163.45	\$206.96	\$250.38
2 cu yd	\$81.70	\$127.37	\$173.07	\$218.78	\$264.45
3 cu yd	\$91.50	\$141.73	\$192.00	\$242.23	\$292.52
4 cu yd	\$102.04	\$156.82	\$211.69	\$266.51	\$321.33
6 cu yd	\$123.56	\$187.55	\$251.50	\$315.47	\$379.46
8 cu yd	\$144.87	\$217.98	\$291.07	\$364.16	\$437.28

2. **Recycling Roll-Off Compactor Schedule:** CONTRACTOR's compensation for regularly scheduled collection of Recyclable Materials in Roll-Off Compactors shall be a per-cubic yard price based on the collection frequency where the number of cubic yards is the volume capacity of the Roll-Off Compactor. CONTRACTOR's monthly compensation for Roll-Off Compactor collection of Recyclable Materials shall be as set forth in the following table.

1X WEEK	2X WEEK	3X WEEK	4X WEEK	5X WEEK	Extra Collection
\$91.57	\$152.19	\$212.75	\$273.39	\$334.00	\$21.15

3. **MFD Recycling Collected, Deduction Rate:** CONTRACTOR's payment deduction for not achieving annual MFD Recycling Collected Rate. The deduction rate will be adjusted annually, and reconciled every four years, starting with compensation rates effective July 1, 2021, with the then-current MFD Solid Waste processing and disposal costs to the CITY.

**EXHIBIT 1A**  
**COMPENSATION**

Deduction Rate (per ton)	\$125.00
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**PART C. MFD COLLECTION CONTAINER PUSH RATES**

CONTRACTOR's monthly compensation for dismount, moving MFD collection containers into position for collection, and returning the container to its original storage position ("push rates") shall be based on the distance each container is moved for collection and the frequency of collection.

<b>PUSH DISTANCE</b>	<b>1X WEEK</b>	<b>2X WEEK</b>	<b>3X WEEK</b>	<b>4X WEEK</b>	<b>5X WEEK</b>
0-25 feet	\$7.87	\$15.91	\$23.86	\$31.93	\$39.93
26-50 feet	\$15.91	\$31.93	\$47.89	\$63.91	\$79.95
51-75 feet	\$23.86	\$47.89	\$71.91	\$95.94	\$119.99
76-100 feet	\$31.93	\$63.91	\$95.94	\$127.95	\$159.99
101+ feet	\$39.93	\$79.95	\$119.99	\$159.99	\$200.00

**EXHIBIT 1A  
COMPENSATION**

**PART D. MFD EXTRA ON-CALL COLLECTION SERVICE RATES**

CONTRACTOR’s compensation for extra on-call collection of garbage, recycling, and contaminated recycling shall be based on the size of the bin or cart as set forth in the following “Extra On-Call Pick Up” table. Where the driver must dismount and push the bin in order to perform collection service, push charges for the extra collection shall be based on the distance the driver must push the bin as set forth in the following “Extra Push Rate” table.

**Extra On-Call Pick-Up**

<b>Bin Size</b>	<b>Rate</b>
96 gallon cart	\$21.05
1 cu yd	\$21.05
1.5 cu yd	\$21.67
2 cu yd	\$22.37
3 cu yd	\$23.57
4 cu yd	\$24.78
6 cu yd	\$27.30
8 cu yd	\$29.82

**Extra Push Rate**

<b>Push Distance</b>	<b>Rate</b>
0-25 feet	\$3.89
26-50 feet	\$7.88
51-75 feet	\$11.87
76-100 feet	\$15.91
101+ feet	\$19.90

**PART E. MFD LARGE ITEM COLLECTION RATES (1)**

CONTRACTOR’s compensation for MFD Large Item Collection Service shall be:

Each Set-Out of up to Three Items	\$58.39/Collection
Each Additional Single Item	\$19.19/Collection
Roll-off Service	
20 Cu. Yd. Container	\$353.11/Roll-Off Container/Pull
30 Cu. Yd. Container	\$416.52/Roll-off Container/Pull
40 Cu. Yd. Container	\$555.39/Roll-off Container/Pull

(1) CITY shall not compensate CONTRACTOR for Large Item Collection services when CONTRACTOR is providing billing services for Large Item Collection.

**PART F. CONTAINER HANDLING FEES**

CONTRACTOR’s compensation for cleaning containers, exchanging containers, and providing lock mechanisms on containers shall be:

1.	Cleaning in Excess of Once per Year	\$63.91/Occurrence
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**EXHIBIT 1A**  
**COMPENSATION**

2.	Exchange in Excess of Once per Year		
	a.	Carts	\$60.57/Occurrence
	b.	Bins	\$95.94/Occurrence
3.	Lock Charge		\$6.28/Bin/Month

**Special Services:** For MFD special services (welding or retrofit) CONTRACTOR may directly charge the Property Manager for the work performed at the then-current rate for “Special Service, Welding or Retrofit, per hour” in City Council’s most current resolution for Residential Garbage and Recycling service rates (\$95.66 per hour for Fiscal Year 2020-2021), unless otherwise directed by the CITY. This rate will be adjusted according to the adjustments to MFD customer rates, not by the RRI methodology set forth in Exhibit 2. CONTRACTOR will submit reports of these charges as reasonably requested by the CITY.

**IV. EMERGENCY RATE**

CITY shall compensate CONTRACTOR for services performed in accordance with this Agreement at the following rates.

<b>Labor Position and Equipment Type</b>	<b>Hourly Rate</b>
Front Loader truck and driver	\$223.25
Roll-Off truck and driver	\$223.25
Side-Loader truck and driver	\$223.25
Bin delivery/Boom truck and driver	\$181.01
Pickup/utility truck and driver	\$162.92
Helper to work on any of the above trucks	\$138.75



## EXHIBIT 1B

### CITY FACILITY COLLECTION SERVICES

#### CITY FACILITY COLLECTION SERVICES

CITY shall compensate CONTRACTOR for services performed in accordance with this Agreement at the following rates. The rates set forth in this Exhibit 1B are in Fiscal Year 2020-2021 dollars . The rates eligible to be adjusted by the RRI, per Article 20, will be adjusted annually by the RRI methodology set for in Exhibit 2.

CONTRACTOR's monthly compensation for City Facility Bin Service shall be based on the size of the Garbage Bin and the number of collections per week as set forth in the following tables. The rate shall be comprised of the Monthly Bin Charge and CONTRACTOR's compensation. CONTRACTOR's compensation for extra on-call garbage bin collection shall be based on the size of the Garbage Bin as set forth in the following tables. Where the Garbage Bin is provided by the City Facility Service Unit, payment shall not include the rental component. Where the driver must dismount and push the bin in order to perform collection service, push charges for the extra collection shall be based on the distance the driver must push the bin. The Monthly Rate and Bin Charge includes casters on containers up to 5-cubic-yard capacity, unless CITY requests no casters.

#### A. REGULAR GARBAGE BIN SERVICE SCHEDULE

##### A1. Monthly Rate

a. Rate for the First Bin at a Service Location (a single enclosure or other contiguous storage area)

Bin Size		Pickups/Week						Extra On-call
		1	2	3	4	5	6	
1	cubic yard	\$68.31	\$113.51	\$158.69	\$203.90	\$249.09	\$294.26	\$39.33
1.5	cubic yards	\$73.15	\$120.86	\$168.56	\$216.26	\$263.95	\$311.67	\$40.51
2	cubic yards	\$77.99	\$128.18	\$178.40	\$228.61	\$278.82	\$329.03	\$41.66
3	cubic yards	\$87.61	\$142.87	\$198.09	\$253.33	\$308.57	\$363.80	\$43.98
4	cubic yards	\$97.29	\$157.55	\$217.78	\$278.04	\$338.31	\$398.58	\$46.30
5	cubic yards	\$106.95	\$172.20	\$237.51	\$302.77	\$368.05	\$433.34	\$48.63
6	cubic yards	\$116.60	\$186.90	\$257.19	\$327.48	\$397.80	\$468.09	\$50.96
8	cubic yards	\$135.93	\$216.26	\$296.58	\$376.93	\$457.28	\$537.61	\$55.57
		NA	\$30.07	\$30.07	\$30.07	\$30.07	\$30.07	\$6.90

b. Fee For Each Additional Bin At A Service Location (a single enclosure or other contiguous storage area)

Bin Size		Pickups/Week						Extra On-call
		1	2	3	4	5	6	
1	cubic yard	\$48.22	\$73.33	\$98.45	\$123.57	\$148.63	\$173.77	\$11.56
1.5	cubic yards	\$53.07	\$80.68	\$108.28	\$135.93	\$163.53	\$191.14	\$12.69
2	cubic yards	\$57.91	\$88.03	\$118.12	\$148.26	\$178.40	\$208.54	\$13.85
3	cubic yards	\$67.55	\$102.69	\$137.83	\$173.01	\$208.13	\$243.27	\$16.18

## EXHIBIT 1B

### CITY FACILITY COLLECTION SERVICES

4	cubic yards	\$77.20	\$117.37	\$157.55	\$197.70	\$237.89	\$278.04	\$18.50
5	cubic yards	\$86.85	\$132.05	\$177.24	\$222.44	\$267.62	\$312.82	\$20.81
6	cubic yards	\$96.52	\$146.72	\$196.95	\$247.15	\$297.37	\$347.58	\$23.14
8	cubic yards	\$115.84	\$176.08	\$236.33	\$296.58	\$356.86	\$417.11	\$27.76

#### A2. Dismount And Push Charges

CONTRACTOR's monthly compensation for dismount, moving City Facility Collection Containers into position for collection, and returning the container to its original storage position ("push rates") shall be based on the distance each container is moved for collection and the frequency of collection. For opening gates or locks, charges apply only to the first bin in each location.

Dismount Distance	1X WEEK	2X WEEK	3X WEEK	4X WEEK	5X WEEK	6X WEEK	EXTRA ON-CALL
0 - 25 feet	\$20.03	\$40.12	\$60.19	\$80.28	\$100.36	\$120.46	\$4.59
Each additional 25 feet	\$9.99	\$20.03	\$30.07	\$40.12	\$50.16	\$60.19	\$2.26
For Saturday service, add	NA	\$15.02	\$15.02	\$15.02	\$15.02	\$15.02	\$3.42

#### A3. Monthly Bin Charge

The Monthly Rate shall be reduced by amount as set forth in the following table, where CITY provides the bins.

Bin Size (cubic yards)	1	1.5	2	3	4	5	6	8
	\$23.14	\$25.44	\$27.76	\$32.40	\$37.04	\$41.66	\$46.30	\$55.57

#### A4. Miscellaneous Charges

CONTRACTOR's compensation for cleaning containers, exchanging containers, and providing lock mechanisms on containers. There is no compensation for exchanging a Garbage Bin for one of a different size, removal of bins, or other service changes.

- a. installation of a lock bar, with uniformly keyed lock and keys for facility staff (after the initial distribution to all facilities with lock bars installed as of June 2021, plus up to ten additional containers)
- b. removal of a damaged lock bar
- c. removal of a lock bar on request
- d. lock bar repair, excluding lock
- e. lock replacement
- f. exchange of bins, after the initial distribution, for thoroughly cleaned bins, repainted if necessary, for the first Garbage Bin at a City Facility.
- g. exchange of Garbage Bins for each additional Garbage Bin in at a City Facility
- h. on-site cleaning any bin in excess of once per year for the first Garbage Bin at a City Facility

\$206.38
\$153.11
\$79.85
\$113.15
\$19.91
\$85.20
\$42.58
\$53.20

**EXHIBIT 1B**

**CITY FACILITY COLLECTION SERVICES**

i. on-site cleaning for each additional City Facility Bin

\$26.57
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**A5. Operational Efficiency Saving**

The compensation to CONTRACTOR shall be reduced by \$12,000 for each year through the term of this Agreement. The Operational Efficiency Saving is the average annual savings for delivery of Compostable Waste to the Compostable Waste Processing Facility instead of the Disposal Facility. The operational Efficiency Saving shall be deducted from the CITY's monthly invoice.

**A.6 City Facility Baled Cardboard**

CONTRACTOR shall credit on a monthly basis for 50% of the actual sale of cardboard at the highest price received for grade sold during the month, subject to CITY review and audit of CONTRACTOR's records. The credit shall be applied to the invoice. In the event that an invoice results in a net credit balance to CITY, then the credit balance shall be applied to the monthly invoice.

**B. SPECIAL BIN SERVICE**

Special charge for delivery and removal of Garbage Bins for special events, cleanups, or other short-term uses less than 7 days in duration.

**B1. Special Bin Service on Weekdays**

Special Bin Service provided while Garbage Bins are in place will be paid at the same rate as for partial months of Regular Garbage Bin Service, using the rates in Section A. The charge for Special Bin Service includes removal of a full Garbage Bin.

Bin Size	1 CY	1.5 CY	2 CY	3 CY	4 CY	5 CY	6 CY	8 CY
First Bin for an Event	\$122.48	\$125.79	\$128.47	\$131.79	\$134.49	\$137.78	\$141.12	\$146.47
Additional Bins for Event	\$76.53	\$79.20	\$82.53	\$85.20	\$87.84	\$89.85	\$93.18	\$97.18
Number of Bins Available with seven (7) days notice	12	12	12	12	12	12	12	12

**B2. Additional Charge for Special Bin Service on Weekends**

For weekend delivery or removal, the additional fee per event shall be

	Saturday	Sunday (optional)
For weekend delivery or removal, the additional fee per event shall be	\$66.55	\$599.33
For Sunday regular garbage bin service, the additional fee per event shall be		\$599.33

**C. REGULAR SERVICE OF OPEN-TOP ROLL-OFF BOXES AND CITY-PROVIDED COMPACTORS**

Service of Contractor-provided Roll-Off Boxes and City-Provided Compactors that are returned to the City Facility after each load for regular use, per week. Dry Run charges shall apply when CONTRACTOR attempts to service a Roll-Off Box and is not completed because the container was empty or blocked for longer than the prescribed wait time, or for some other reason approved by the City Representative.

	Weekday	Saturday
C1. Per Load Charge for each On-Call Pickup of a Roll-Off Box	\$179.77	\$199.74
C2. Per Load Charge for each On-Call Pickup of City-Provided Compactor	\$179.77	\$199.74
C3. Per Load Charge for each Regularly Scheduled Pickup of a Roll-Off Box	\$126.48	\$139.82
C4. Per Load Charge for each Regularly Scheduled Pickup of a City-Provided Compactor	\$126.48	\$139.82

**EXHIBIT 1B**

**CITY FACILITY COLLECTION SERVICES**

C5. Per Trip Charge for each Dry Run	\$99.84	\$126.49
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**D. SPECIAL SERVICE OF OPEN-TOP ROLL-OFF BOXES**

For service of Contractor-provided Roll-Off Boxes for construction, cleanups, special events, or other occasional uses that are not left at the City Facility for regular use.

**D1. Same-Day Delivery and Pickup Special Roll-off Service**

Per Load Charge for each On-Call Same-Day Delivery and Pickup

Weekday	Saturday
\$233.02	\$246.36

Boxes available to place, remove, and transport to the Disposal Facility between 6:00 a.m. and 4:00 p.m. on a weekday or Saturday, with at least seven (7) days notice

6	6
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**D2. Extended Special Roll-off Service**

Boxes available for Special Service when boxes are to be left for up to 14 days, with 1-day notice

20 cubic yards:	3
30 cubic yards:	6
40 cubic yards:	6
10 cubic yards:	2

**E. ADDITIONAL SERVICES AS NEEDED (HOURLY)**

- E1. Front Loader truck and driver
- E2. Roll-Off truck and driver
- E3. Side-Loader truck and driver
- E4. Bin delivery/Boom truck and driver
- E5. Pickup/utility truck and driver
- E6. Helper to work on any of the above trucks

	hourly	minimum hours
E1. Front Loader truck and driver	\$215.82	8
E2. Roll-Off truck and driver	\$215.82	8
E3. Side-Loader truck and driver	\$215.82	8
E4. Bin delivery/Boom truck and driver	\$174.99	8
E5. Pickup/utility truck and driver	\$157.48	8
E6. Helper to work on any of the above trucks	\$134.16	8

**F. OPTIONAL SERVICES**

**F1. Sunday Solid Waste Collection and Disposal**

- a. collection fee per pull for roll-off boxes and compactors collected and replaced or returned on Sundays
- b. disposal fee per ton for provision of solid waste disposal services at CONTRACTOR's cost, if disposal is not arranged by CITY.

\$805.76
\$85.65

**F2. CITY FACILITY RECYCLING SERVICE RATES**

**a. Recycling Roll-off Collection Per-Pull Schedule**

CONTRACTOR's compensation for collection of Recyclable Materials in Roll-Off Boxes and/or Compactors shall be based on a per-pull rate as set forth in the following table.

CONTRACTOR-provided roll-off boxes, by volume:

20 CY	\$179.77
30 CY	\$186.43

**EXHIBIT 1B**

**CITY FACILITY COLLECTION SERVICES**

40 CY \$199.74

CITY-provided roll-off compactors, by volume:

30 CY \$179.77

**b. Regular Recycling Carts and Bins Service Schedule**

CONTRACTOR's monthly compensation for City Facility Recycling Services shall be based on the size of the City Facility Recycling Bin or Recycling Cart and the number of collections per week. The rate shall be comprised of the rental component and CONTRACTOR's compensation.

SIZE	BI WEEKLY	1X WEEK	2X WEEK	3X WEEK
96-Gallon Cart	\$19.75	\$23.25	\$46.57	\$69.86
1 cu yd	\$25.64	\$32.05	\$70.56	\$105.86
1.5 cu yd	\$37.65	\$48.10	\$105.86	\$158.83
2 cu yd	\$51.30	\$64.13	\$141.17	\$211.78
3 cu yd	\$76.97	\$96.25	\$211.78	\$317.71
4 cu yd	\$102.66	\$128.33	\$282.42	\$423.64
6 cu yd	\$154.02	\$192.54	\$423.64	\$635.51

**F3. Compactor Preparation**

a. Handling fee per pull for preparing compactors for collection \$391.02

**F4. Saturday Clean-up Collection**

Clean up solid waste, debris, and litter "hot spots" of city-owned areas of the City, as scheduled and directed by City Representative.

per day  
(9 hours)

a. Compactor Truck and Labor (team of two drivers), 6:00 AM start, disposal cost excluded	\$3,000.00
b. Compactor Truck, Flatbed Truck, and Labor (team of three drivers), 7:00 AM start, disposal cost excluded	\$4,500.00
c. Compactor Truck and Labor (team of two drivers), 7:00 AM start, disposal cost excluded	\$3,166.67

## EXHIBIT 2

### RATE ADJUSTMENT – REFUSE RATE INDEX

The “Refuse Rate Index” adjustment shall be calculated in the following manner:

1. The expenses of the collection services (processing costs excluded) for the designated fiscal period shall be prepared in the format set forth in the Non-Processing Operating Cost Statement - Description on the following page of this Exhibit.
2. The expenses of the collection services (processing costs excluded) shall be broken down into the following seven cost categories: Labor; Diesel Fuel; Biodiesel Fuel; Natural Gas; Vehicle Replacement; Maintenance and Other Operating Expenses. Each cost category is assigned a weighted percentage factor on that cost category’s proportionate share of the total of the costs shown for all cost categories.
3. With the exception for Natural Gas, which is based on rates published by the Pacific Gas and Electric Company (PG&E), the following indices published by the United States Department of Labor, Bureau of Labor Statistics (BLS), are used to calculate the adjustment for each cost category. The change in each index is calculated on a twelve-month fiscal period in accordance with the terms of the Agreement. In the event any index is discontinued, a successor index shall be used. Successor indices shall be those indices that are most closely equivalent to the discontinued indices as recommended by the BLS.

#### **Cost Category**

#### **Index**

Labor	Series ID: CIU20100000000LKA; Not seasonally adjusted
Diesel Fuel	Series ID: WPU057303; Commodity Code 0573-03, #2 Diesel Fuel
Biodiesel Fuel	Biodiesel fuel index published by the BLS. Until a biodiesel fuel index is published by the BLS, 100% of Consumer Price Index, Series ID: CUURS49BSA0, CPI-All Urban Consumers, All Items in San Francisco-Oakland-Hayward, CA Area (or such other relevant index as is mutually agreed by the City Representative and CONTRACTOR)
Natural Gas	PG&E Gas Schedule G-NGV1; Natural Gas Service For Compression On Customer's Premises for use as a motor-vehicle fuel

## EXHIBIT 2

### RATE ADJUSTMENT – REFUSE RATE INDEX

- |                          |   |
|--------------------------|---|
| Vehicle Replacement      | Series ID: WPU141301; Group: Transportation Equipment; Item: Truck and bus bodies sold separately                                       |
| Vehicle Maintenance      | Series ID: WPU11440378 Group: Machinery and equipment; Item: Parts and attachments for industrial trucks and tractors                   |
| Other Operating Expenses | 75% of Consumer Price Index, Local Series ID: CUURS49BSA0, CPI-All Urban Consumers, All Items in San Francisco-Oakland-Hayward, CA Area |
4. The percentage weight for each cost category is multiplied by the change in each appropriate index to calculate a weighted percentage for each cost category. The weighted percentage changes for each cost category are added together to calculate the Refuse Rate Index (see Example).

#### **Non-Processing Operating Cost Statement - Description**

- Labor:** List all labor-related costs, including wages, benefits, payroll taxes, workers compensation, health and welfare, employee retirement or profit sharing contributions.
- List all administrative, officer, operation and maintenance salary accounts.
- List payroll tax accounts directly related to the above salary accounts.
- Diesel Fuel:** List all diesel fuel accounts.
- Biodiesel Fuel:** List all biodiesel fuel accounts.
- Natural Gas:** List all natural gas accounts for use as motor vehicle fuel.
- Vehicle Replacement:**
- List all collection and collection related vehicle depreciation accounts.
- List all vehicle lease or rental accounts related to collection or collection related vehicles.
- Vehicle Maintenance:**
- List all collection or collection related vehicle parts accounts.
- Other Operating Expenses:**
- List all other non-Billing Services expense accounts related to the services provided under this Agreement by each category. These

## EXHIBIT 2

### RATE ADJUSTMENT – REFUSE RATE INDEX

categories may include, but not be limited to, all insurance including general liability, fire, truck damage, extended coverage and employee group medical and life; rent on property, truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; non-diesel fuel; office supplies; postage; trade association dues and subscription; advertising; and miscellaneous other expenses.

#### Example

Item #	Category	Data Source	Percentage Change <sup>(1)</sup>	Item Weight <sup>(2)</sup>	Weighted Percentage Change <sup>(3)</sup>
1	Labor	Employment Cost Index (NAICS) Series ID: CIU2010000000LKA Not Seasonally adjusted Periodicity: 12-month percentage change	3.10%	47.72%	1.48%
2	Diesel Fuel	Producer Price Index Series ID: WPU057303 Commodity Code 0573-03 #2 Diesel Fuel	22.08%	0.04%	0.01%
3	Biodiesel Fuel	Monthly Labor Review Series ID: CUURS49BSA0 CPI-All Urban Consumers, All Items	2.72%	0.13%	0.00%
4	Natural Gas	PG&E Schedule G-NGV1 Natural Gas Vehicle 1 Uncompressed	6.70%	1.37%	0.09%
5	Vehicle Replacement	Producer Price Index Series ID: WPU141301 Industry: Transportation Equipment Product: Truck and bus bodies sold separately	-1.53%	5.92%	-0.09%
6	Vehicle Maintenance	Producer Price Index Series ID: WPU11440378 Group: Machinery and equipment; Item: Parts and attachments for industrial trucks and tractors	6.21%	5.56%	0.35%
7	Other Operating Expenses	Monthly Labor Review Series ID: CUURS49BSA0 75% of CPI-All Urban Consumers, All Items	2.04%	39.26%	0.80%
<b>Refuse Rate Index</b>				<b>100.00%</b>	<b>2.64%</b>

- (1) Assume these are the percentage changes in the indices from year to year. The Labor category will be calculated based on the average change of the four quarters for each calendar year, not the actual indices.
- (2) Assume the categories represent these percentages as a total of CONTRACTOR's operating costs.
- (3) Product of Percentage Change x Item Weight (including 75% of Category Item #7, CPI All Items)  
In this example, the Refuse Rate Index is 2.64%.



**EXHIBIT 3  
RESERVED**

## EXHIBIT 4

### RESIDENTIAL SOLID WASTE PROGRAM OPERATION PLAN

CONTRACTOR shall cause to have processed Residential Solid Waste from all Service Units and City Facilities (“RSW”) in accordance with the protocol set out in this Exhibit.

#### **A. COLLECTION**

CONTRACTOR will collect RSW using side-loader, front-loader and roll-off collection trucks.

#### **B. PROCESSING**

The RSW will be processed at the Compostable Waste Processing Facility and Composting Facility, or such other processing facilities as are approved by the City Representative.

##### 1. Compostable Waste Processing Facility

The GreenWaste Recovery Facility located at 625 Charles Street, San Jose, CA 95112 (“Compostable Waste Processing Facility”) is approved by the City as the processing facility for the Solid Waste Collection Service. Except as otherwise approved by the City Representative, CONTRACTOR shall transport the RSW to the Compostable Waste Processing Facility. The City Representative may approve an alternate facility to process the RSW in the event the Compostable Waste Processing Facility is unable to accept or process the RSW.

##### 2. Composting Facility

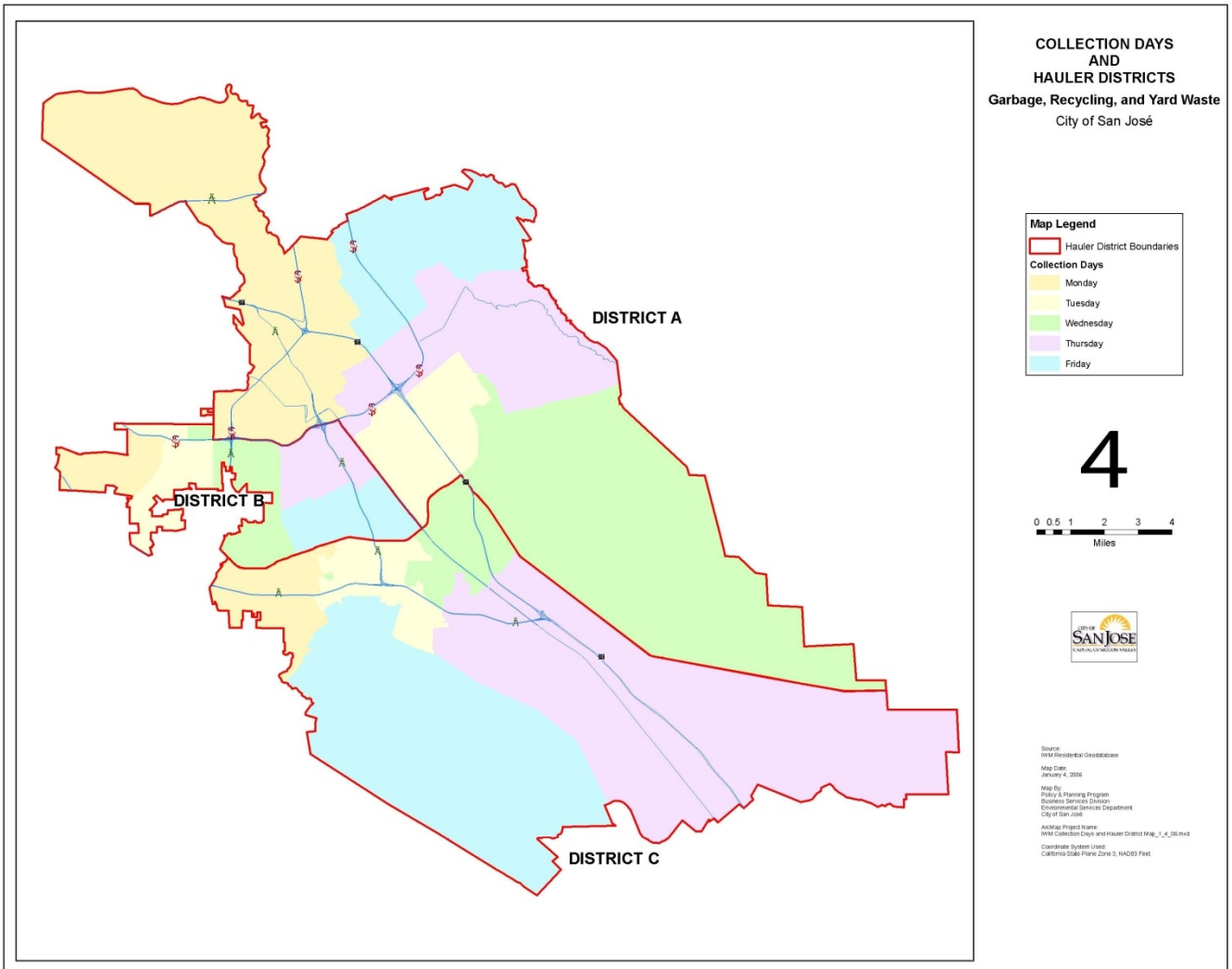
The Z-Best composting facility located at State Highway 25, Gilroy, California (“Composting Facility”) is approved by the City for use as a processing facility for the Solid Waste Collection Service. The City Representative may approve an alternate processing facility for the Compostable Waste in the event the Composting Facility is unable to accept or process the Compostable Waste.

#### **C. WEIGHING REQUIREMENTS**

At a minimum, CONTRACTOR shall weigh or shall cause to be weighed all RSW collected pursuant to this Agreement upon the initial delivery to Compostable Waste Processing Facility, and CONTRACTOR shall report all weights (both gross and tare) and related delivery information, including date, time, material type, route and truck number for each load. CONTRACTOR shall report all weight data in accordance with the reporting schedule set out in Exhibit 10 (“Data and Reporting”) of this Agreement.

# EXHIBIT 5

## RECYCLE PLUS SERVICE DISTRICTS



## **EXHIBIT 6**

### **CENTRAL BUSINESS DISTRICT AND TRANSIT MALL ZONE**

#### **CENTRAL BUSINESS DISTRICT**

The boundaries of the Central Business District are as follows: Commencing at Market and Julian Streets; east on Julian to Fourth Street; then south on Fourth Street to San Salvador; then west on San Salvador to South Market Street; then northwest on Market Street to San Carlos Street; then west on San Carlos to Almaden Boulevard; then north on Almaden Boulevard to Santa Clara Street; then east on Santa Clara Street to Market Street; then north on Market Street to West Julian Street, the point of beginnings. Premises on both sides of the boundary streets shall be included in the Central Business District.

Solid waste, recyclables, and yard trimmings collections from premises located within the Central Business District shall take place between the hours required by the San Jose Municipal Code, the same day, except within the Transit Mall Zone (see below). Streets within the Central Business District are swept by City crews and are not normally swept by the residential street sweeping contractors. Solid waste collection regulations for the Central Business District are contained in the San Jose Municipal Code.

#### **TRANSIT MALL ZONE**

The boundaries of the Transit Mall Zone are as follows: Commencing at Market and Julian Streets; then east on Julian Street to Third Street, then south on Third Street to San Carlos Street; then west on San Carlos Street to Market Street; then north on Market Street to Julian Street, the point of beginning; but excluding any premises which face Julian, Third, San Carlos, or Market Streets.

Solid waste, recyclables, and yard trimmings collections from premises located within the Transit Mall Zone shall take place between the hours required by the San Jose Municipal Code. Streets within the Transit Mall Zone are swept by City crews and are not normally swept by the residential street sweeping contractors. Solid waste collection regulations for the Transit Mall Zone are contained in the San Jose Municipal Code.

# EXHIBIT 6

## CENTRAL BUSINESS DISTRICT AND TRANSIT MALL ZONE



## EXHIBIT 7

### SMALL CIVIC SERVICE UNITS

CONTRACTOR shall provide SFD Collection Services at the Small Civic Service Units listed in Service District B.

Department	Facility Name	Facility Address	Facility ZIP	District
DOT	City Parking Garage	50 N. 4 <sup>th</sup> St	95113	A
Fire	Station 7	800 Emory St	95126	A
Fire	Station 8	802 E. Santa Clara St	95112	A
Fire	Station 11	2840 The Villages Parkway	95135	A
Fire	Station 19	3292 Sierra Rd	95132	A
Fire	Station 23	1771 Via Cinco De Mayo	95132	A
Fire	Station 25	5125 Wilson Way	95002	A
Fire	Station 31	3100 Ruby Ave	95135	A
Fire	Station 6	1386 Cherry Ave	95125	B
Fire	Station 15	1248 S. Blaney Ave	95129	B
Fire	Station 12	5912 Cahalan Ave	95123	C
Fire	Station 17	5170 Coniston Way	95118	C
Fire	Station 22	6461 Bose Ln	95120	C
Fire	Station 27	6027 San Ignacio Rd	95119	C
Fire	Station 28	19911 McKean Rd	95120	C
Fire	Station 35	135 Poughkeepsie Rd	95123	C

CITY may add or delete Small Civic Service Units to the list above upon written notice to CONTRACTOR, or as updated in the Customer Service System.

**EXHIBIT 8**  
**CITY FACILITY SERVICE UNITS**

<b>Dept.</b>	<b>Facility Name</b>	<b>Addresses</b>
Airport	Mineta San Jose International Airport - Air Freight	1521 Airport Blvd.
<b>Dept.</b>	<b>Facility Name</b>	<b>Addresses</b>
PRNS	Anti Graffiti Program	501 Almaden Blvd
PRNS	Cypress Senior Center	403 S Cypress Ave.
PRNS	Edenvale Community Center	330 Branham Lane East
PRNS	Edenvale Youth & Family Center	285 Azucar Ave.
PRNS	George Shirakawa Community Center	2072 Lucretia Ave.
PRNS	Grace Community Center	484 E San Fernando ST
PRNS	Hank Lopez Community Center	1694 Adrian Way
PRNS	Mayfair Park & Community Center	2039 Kammerer Ave.
PRNS	McKinley Neighborhood Center	651 Macredes Ave.
PRNS	PAL Stadium	680 S 34th St.
PRNS	Seventrees Community Center and Branch Library	3597 Cas Dr.
PRNS	Sherman Oaks Community Center	1800 Fruitdale Ave.
PRNS	The Spot - Youth Center	7050 Bret Harte Dr
PRNS	West San Jose Community Center	3707 Williams Rd.
PRNS/PkMnt	Alma Senior Center	136 W Alma Ave.
PRNS/PkMnt	Almaden Community Center and Branch Library	6445 Camden Ave.
PRNS/PkMnt	Almaden Winery	5730 Chamberlin Dr.
PRNS/PkMnt	Alum Rock Youth Center	136 N White Rd.
PRNS/PkMnt	Backesto Park	661 E Empire St.
PRNS/PkMnt	Bernal Park	E Hedding St./7TH St.
PRNS/PkMnt	Berryessa Community Center	3056 Berryessa Rd.
PRNS/PkMnt	Berryessa Youth Center	1970 Morrill Ave.
PRNS/PkMnt	Boggini Park	Stevens Lane
PRNS/PkMnt	Bramhall Park	1308 Willow St.
PRNS/PkMnt	Butcher Park	1700 Lancaster Dr.
PRNS/PkMnt	Cahalan Park	5840 Cahalan Ave.
PRNS/PkMnt	Calabazas Park	1201 S Blaney Ave.
PRNS/PkMnt	Camden Park & Community Center	3369 Union Ave.
PRNS/PkMnt	Capitol Park	Peter Pan Ave.
PRNS/PkMnt	Cataldi Park #1	2980 Cataldi Dr.
PRNS/PkMnt	Cataldi Park #2	2980 Cataldi Dr.
PRNS/PkMnt	Coy Park	1586 Coy Dr./Sigrid Way
PRNS/PkMnt	Evergreen Community Center	4860 San Felipe Rd.
PRNS/PkMnt	Evergreen Park	4860 San Felipe Rd.
PRNS/PkMnt	Fair Swim Center	1350 Bacchus Dr.
PRNS/PkMnt	Flickinger Park	1440 Tourney Dr.
PRNS/PkMnt	Fontana Park	Mcabee and Thorntree
PRNS/PkMnt	Fowler Creek Park	Altia Ln and Cortona Rd
PRNS/PkMnt	Gardner Community Center	520 W Virginia St.
PRNS/PkMnt	George Page Park	Santa Teresa & Miyuki
PRNS/PkMnt	Hamann Park	2570 Westfield Ave.
PRNS/PkMnt	Hathaway Park	1488 Vallejo Way
PRNS/PkMnt	Hillview Park	1694 Adrian Way
PRNS/PkMnt	Houge Park & Community Center	3960 Twilight Dr.
PRNS/PkMnt	Kirk Park & Commuity Center	1601 Foxworthy Ave.
PRNS/PkMnt	La Colina Park	Los Pinos and Ansdell
PRNS/PkMnt	Lo Bue Park	Muirfield Dr and Sierra Meadow Dr
PRNS/PkMnt	Los Paseos Park	Via Vista and Avenida Grande
PRNS/PkMnt	McLaughlin Park	McLaughlin and Clemence
PRNS/PkMnt	Meadowfair Community Center	2696 S King Rd.
PRNS/PkMnt	Meadowfair Park	Corda and Barberry
PRNS/PkMnt	Metcalf Park	7300 Forsum Rd.
PRNS/PkMnt	Mise Park	585 John Mise Court
PRNS/PkMnt	Murdock Park	Castle Glen Dr.
PRNS/PkMnt	Noble House	14630 Noble Ave.
PRNS/PkMnt	Northside Community Center	488 N 6TH St.
PRNS/PkMnt	Olinder Community Center	848 E Williams St.
PRNS/PkMnt	Palmia Park	Primrose Dr and Palmia
PRNS/PkMnt	Parma Park	Camden and Bose
PRNS/PkMnt	Paul Moore Park	1427 Hillsdale and Cherry
PRNS/PkMnt	Police Stables	2525 Kenoga Dr.
PRNS/PkMnt	Rainbow Park / Center	1295 Johnson Ave.
PRNS/PkMnt	RAMAC Park	Boulder Blvd and Cottle Rd
PRNS/PkMnt	Ramblewood Park	1337 Lightland Rd.

**EXHIBIT 8**  
**CITY FACILITY SERVICE UNITS**

<b>Dept.</b>	<b>Facility Name</b>	<b>Addresses</b>
PRNS/PkMnt	River Glen Park	851 Pine Ave.
PRNS/PkMnt	Roosevelt Community Center	901 E Santa Clara St.
PRNS/PkMnt	Roosevelt Park	901 E Santa Clara St.
PRNS/PkMnt	Rubino Park	Desmet Dr and Desmet Ln
PRNS/PkMnt	Ryland Park	401 N First St.
PRNS/PkMnt	San Tomas Park	Valerie Dr.
PRNS/PkMnt	Santana Park	4031 Tisch Way
PRNS/PkMnt	Saratoga Creek Park-South	5426 Eileen Dr.
PRNS/PkMnt	Shady Oaks Park	Coyote Rd and Broderick Dr
PRNS/PkMnt	Silver Creek Linear - Picnic Meadow	Silver Creek and Yerba Buena
PRNS/PkMnt	Silver Creek Linear Park	Silver Creek and Yerba Buena
PRNS/PkMnt	Silver Leaf Park	S Pine Dr.
PRNS/PkMnt	Solari Park & Community Center	3956 Cas Dr.
PRNS/PkMnt	Southside Community Center	5585 Cottle Rd.
PRNS/PkMnt	St. James Senior Center/Park	199 N 3RD St.
PRNS/PkMnt	Starbird Park & Community Center	1050 Boynton Ave.
PRNS/PkMnt	Townsend Park	Townsend Park Circle
PRNS/PkMnt	Tully Rd. Ballfields	Tully Rd. & Kenoga Dr.
PRNS/PkMnt	Vista Park	Vista Park Dr./Baron Park Dr.
PRNS/PkMnt	Welch Park	Clarice Dr and Huran Dr
PRNS/PkMnt	Willows Senior Center	2175 Lincoln Ave.
PRNS/Regional Parks	Almaden Lake Park	6099 Winfield Blvd.
PRNS/Regional Parks	Alum Rock Park	16240 Alum Rock Ave.
PRNS/Regional Parks	Columbus Park	701 Spring St.
PRNS/Regional Parks	Edenvale Garden Park	200 Edenvale Ave.
PRNS/Regional Parks	Fallon House	175 W St. John St.
PRNS/Regional Parks	Kelly Park: Happy Hollow Zoo	1300 Senter Rd.
PRNS/Regional Parks	Kelly Park: History Park	1300 Senter Rd.
PRNS/Regional Parks	Kelly Park: Leininger Center	1300 Senter Rd.
PRNS/Regional Parks	Kelly Park: Main Site	1300 Senter Rd.
PRNS/Regional Parks	Lake Cunningham	2305 S White Rd.
PRNS/Regional Parks	Overfelt Gardens Park	380 Educational Park Dr.
PRNS/Regional Parks	Prusch Farm Park	647 S King Rd.
PRNS/Regional Parks	Rose Garden	1650 Emory St.
Team San Jose	Civic Auditorium	135 W San Carlos St
Team San Jose	McEnery Convention Center	150 W San Carlos St
Team San Jose	McEnery Convention Center - South Hall	435 S Market St

CITY may add or delete City Facilities to the list above upon written notice to CONTRACTOR.



**EXHIBIT 9**  
**APPROVED SUBCONTRACTORS**

The subcontractors listed below are hereby approved by CITY as to the scope of work specified for each listed subcontractor. CONTRACTOR may employ additional subcontractors only with the prior written approval of the Director as to the subcontractor(s) and the scope of work to be performed by the subcontractor(s).

Name of Company/Firm	Address	Area of Responsibility
GreenWaste Recovery, Inc.	625 Charles Street, San Jose, CA	SFD and MFD Solid Waste Processing, and City Facility Solid Waste Processing  SFD and MFD Recycling Processing, and City Facility Recycling Processing
Zanker Recycling	675 Los Esteros Rd, San Jose, CA 95134	SFD and MFD Large Items Processing

**EXHIBIT 10**  
**DATA AND REPORTING**

Contractor shall provide the following data in the format approved or provided for by the City Representative.

**I. DAILY COLLECTION DATA**

CONTRACTOR shall compile data on a daily basis and report the following information monthly by electronic format within ten (10) calendar days of the end of each month following the month in which the service was completed.

**A. LOAD DATA FOR SOLID WASTE, RECYCLING AND USED OIL COLLECTION SERVICES**

For Residential Solid Waste, Recyclable Materials, and Used Oil and Used Oil Filters, CONTRACTOR shall provide data for each load collected and delivered to the Disposal Facility, Materials Recovery Facility or Compostable Waste Processing Facility. Data shall include, at a minimum, the following information:

1. Name of Disposal Facility, Materials Recovery Facility or Compostable Waste Processing Facility receiving load
2. Weight tag number (unique, non-repeating number)
3. Date of collection
4. Day of week collected
5. Date delivered to Disposal Facility, Materials Recovery Facility or Compostable Waste Processing Facility
6. Time of arrival at facility
7. Truck number
8. Net weight of load (in tons) by type (Solid Waste, Recyclable Materials)
9. Route number(s)
10. District(s) serviced
11. Service Type (SFD, MFD)
12. Number of Tagged Garbage Bags collected
13. Number of Used Oil Containers collected
14. Number of Used Oil Filter Containers collected

**EXHIBIT 10**  
**DATA AND REPORTING**

**B. LOAD DATA FOR LARGE ITEM COLLECTION SERVICES**

For Large Item Collection Service, CONTRACTOR shall provide data for each load collected and delivered to the Disposal Facility, Material Recovery Facility, or Compostable Waste Processing Facility. Data shall include, at a minimum, the following information:

1. Name of Disposal Facility, Materials Recovery Facility, or Compostable Waste Processing Facility receiving load
2. Weight tag number (unique, non-repeating number)
3. Date of collection
4. Day of week collected
5. Date delivered to Disposal Facility, Materials Recovery Facility, or Compostable Waste Processing Facility
6. Time of arrival at facility
7. Truck number
8. Net weight of load (in tons)
9. District(s) serviced
10. Service Type (SFD or MFD)
11. Number of scheduled set-outs collected (in billable units, up to 3 Large Items per set-out)
12. Number of unscheduled set-outs collected (in billable units, up to 3 Large Items per set-out)
13. Number of items collected (by type: white goods-CFC, white goods-other, brown goods, mattresses, furniture, upholstered furniture, E-Waste, other)

**C. NON-COLLECTION NOTICE DATA**

In addition to any other report obligation under this Agreement, CONTRACTOR shall provide data for each Non-Collection Notice issued. Data shall include, at a minimum, the following information:

1. NCN number (unique, non-repeating number)
2. Date issued
3. Day of the week issued

**EXHIBIT 10**  
**DATA AND REPORTING**

4. Route number
5. Recipient address
6. Service District
7. Reason for non-collection (codes and definitions of codes to be provided by CITY)

**D. MISSED COLLECTIONS**

CONTRACTOR shall provide data for all reported and non-reported missed pick-ups for each service type (garbage, recycling large item). Missed pick-ups of oil jugs and/or filters shall be counted as a recycling missed pick-up. Data shall include, at minimum, the following information:

1. Address of each missed collection. If half-street or whole street missed collection, contractor shall provide a starting and ending range of addresses for each street missed
2. Date of each missed collection
3. Date collection was completed
4. Quantity of missed collections (per address or address range)
5. Overall missed collection rate per month
  - a. Ex: July, SFD Garbage: 216 missed collections/216,000 monthly service opportunities= 0.10% missed collection rate (MCR)

**E. TARGETED CLEAN-UP SERVICES DATA**

Contractor shall provide data for each Targeted Clean-Up event. Data shall include, at a minimum, the following information:

1. Date of event
2. Day of week of the event
3. San José City Council district
4. Number of Covered Electronic Waste collected
5. For each Roll-Off Container delivered to the event:
  - i. Size of the container

**EXHIBIT 10**  
**DATA AND REPORTING**

- ii. Container number
  - iii. Type of material collected in the container
  - iv. Where the loaded container was delivered (Disposal Facility, MRF, other Recycler)
  - v. Date the loaded container was delivered
  - vi. Time the loaded container was picked up
  - vii. Time of arrival at facility
  - viii. Net weight of load (in tons)
6. For collection that use a vehicle or container other than a Roll-Off Container:
- i. Type of collection mechanism
  - ii. Type of material collected
  - iii. Where the collected material was delivered (Disposal Facility, MRF, other Recycler)
  - iv. Date the loaded container was delivered
  - v. Time the loaded container was picked up
  - vi. Time of arrival at facility
  - vii. Net weight of load (in tons)

**F. COURTESY NOTICE DATA**

CONTRACTOR shall provide data for each Courtesy Notice issued. Data must include, at a minimum, the following information:

- 1. Date issued
- 2. Total number of notices issued

**G. CITY FACILITY COLLECTION DATA**

CONTRACTOR shall submit a City Facility Solid Waste and Recyclable Material report on a monthly basis to the City Representative in a printed and electronic form approved by the City Representative. Data shall include, at a minimum the following information:

**EXHIBIT 10**  
**DATA AND REPORTING**

1. Name of Disposal Facility, Materials Recovery Facility or Compostable Waste Processing Facility receiving load
2. Weight tag number (unique, non-repeating number)
3. Date of collection
4. Day of week collected
5. Date delivered to Disposal Facility, Materials Recovery Facility or Compostable Waste Processing Facility
6. Time of arrival at facility
7. Truck number
8. Net weight of load (in tons) by type (Solid Waste, Recyclable Materials)
9. Volume of City Facility Solid Waste collected, in cubic yards and tons
10. Volume of City Facility Recyclable Material collected, in cubic yards and tons
11. Number of containers collected
12. Number of collection days per month

**H. CROSS JURISDICTIONAL VEHICLE USE DATA**

In the event that Recycle Plus vehicles are providing services outside of San Jose or for non-Recycle Plus program activities, or if non-Recycle Plus program vehicles are used inside San Jose for Recycle Plus program activities, Contractor shall report vehicle origin, vehicle number, jurisdiction used, and date of use.

**II. PROCESSING DATA**

CONTRACTOR shall report monthly in a spreadsheet format (.xls or .xlsx) within ten (10) calendar days of the end of each month following the month in which the service was provided, all data described in Articles 6, 7, 8, 9, and 10 of this Agreement, including the following:

**EXHIBIT 10**  
**DATA AND REPORTING**

**A. RECYCLING, USED OIL, AND USED OIL FILTER PROCESSING**

CONTRACTOR shall provide processing data for Recyclable Materials and Used Oil and Used Oil Filters. Data shall include, at minimum, the following information:

- i. Tons of Recyclable Materials processed (by commodity)
- ii. Tons of Residue that is delivered to the Disposal Facility
- iii. Name of the Disposal Facility receiving load
- iv. CONTRACTOR weight tag number (unique, non-repeating number)
- v. Disposal Facility weight tag number (unique, non-repeating number)
- vi. Date delivered to Disposal Facility
- vii. Time of arrival at facility
- viii. Truck number
- ix. Net weight of load (in tons)
- x. Material type (San Jose residential recycling Residue)
- xi. Gallons of Used Oil processed
- xii. Tons of Used Oil Filters processed
- xiii. Gallons of Used Oil and number of Used Oil Filters that could not be Recycled and were disposed

Material sales information:

- i. type of material
- ii. tons shipped
- iii. average price per ton
- iv. invoice number
- v. weight tag number
- vi. average freight cost
- vii. number of bales
- viii. total revenue

Processing Equipment Breakdown Report (for significant events)

- i. date of breakdown
- ii. type of equipment
- iii. duration of breakdown

**EXHIBIT 10**  
**DATA AND REPORTING**

- iv. reason for breakdown
- v. impacts, if any, to processing operations
- vi. mitigation measures taken to avoid similar breakdowns

Rejected Loads Report

- i. date
- ii. time
- iii. route number (if known)
- iv. estimated percentage of load rejected
- v. tons rejected
- vi. final disposition of material

**B. LARGE ITEM PROCESSING**

CONTRACTOR shall provide work order data for Large Items. Data shall include, at a minimum, the following information:

- 1. Number of items received by type (CFC white goods, other white goods, brown goods, mattresses, furniture, upholstered furniture, E-Waste, other)
- 2. Tons received by type
- 3. Material reused (tons and type)
- 4. Material recycled
- 5. Tons disposed

**C. TARGETED CLEAN-UP PROCESSING**

CONTRACTOR shall provide data for processing for Targeted Clean-Up Services. Data shall include, at a minimum, the following information:

- 1. Tons of materials reused
- 2. Tons of materials Recycled
- 3. Tons of materials disposed



**EXHIBIT 10**  
**DATA AND REPORTING**

**D. MFD RESIDENTIAL SOLID WASTE PROCESSING**

CONTRACTOR shall provide data for processing of Residential Solid Waste from MFD Service Units ("MFD RSW"). This data shall be reported on a monthly basis. Data shall include, at a minimum, the tons of MFD RSW delivered to the Compostable Waste Processing Facility

**III. CUSTOMER SERVICE PERFORMANCE**

CONTRACTOR shall submit detailed performance data of customer service activity for all incoming calls to haulers customer service center per Work Day and shall include a monthly summary of all calls received with at minimum the following data:

1. Total calls received
2. Total customer service representatives available
3. Number of calls on hold for 10.0 minutes or more (cumulative hold time for call)
4. Calls abandoned after 10 minutes or more on hold
5. In call hold abandon rate (% of calls received)
6. Average delay time (first ring until customer speaks to a Customer Service Representative in mm:ss format)

**IV. DATA RECONCILIATION**

CONTRACTOR shall compare the CITY's Service Unit data with the CONTRACTOR's Service Unit data and resolve all discrepancies within thirty (30) calendar days. Reconciliations shall be completed annually by March 15 of each year. CONTRACTOR shall notify CITY ten (10) Work Days prior to commencing the data reconciliation, by requesting Service Unit data from the CITY's Customer Service System. The CITY shall provide data within ten (10) Work Days of the request. If a large number of discrepancies are discovered during the data comparison, the CITY may defer resolution of discrepancies until the next annual route audit. CONTRACTOR may choose to replace their Service Unit data with CITY Service Unit data instead of conducting a data comparison. CONTRACTOR shall replace their data with CITY provided data within five (5) Work Days of data receipt, and notify CITY when complete.

**EXHIBIT 10**  
**DATA AND REPORTING**

**V. QUARTERLY AND ANNUAL REPORT REQUIREMENTS**

**A. Quarterly Reports**

CONTRACTOR shall submit Quarterly Reports within thirty (30) days of the end of the previous calendar quarter. The Quarterly Report shall follow the "Report Outline for Quarterly and Annual Reports" format as described in Section E below, focusing on analysis and narrative of quarterly activity, with trend comparisons to previous quarter and same quarter of previous year, if applicable. CONTRACTOR shall submit separate reports for SFD and MFD services.

**B. Annual Reports**

Contractor shall submit Annual Reports on or before February 15<sup>th</sup> for the previous calendar year. The final report covering the last six months of service under this Agreement shall be submitted by August 15<sup>th</sup> following the end of service. Annual Reports shall follow the "Report Outline for Quarterly and Annual Reports" format as described in Section E below, with analysis and narrative to cover the reporting year activity. CONTRACTOR shall submit separate reports for SFD and MFD services.

**C. On-Request Reports**

1. Strike Contingency

If CONTRACTOR'S employees are represented by a collective bargaining unit, CONTRACTOR shall detail how normal operations will be maintained if a labor strike should occur. The Strike Contingency Plan shall include, but not be limited to, the steps to be taken to have replacement labor to maintain operations, to maintain facility security, to protect non-union personnel and the public, and a point of contact or spokesperson for media relations.

2. Additional Customer and Operation Information

From time to time, CITY may request additional information in order to evaluate a potential redesign of the Recycle Plus Program services including, but not limited to the following:

- Existing Routes by Service Type
  - Number of routes per day;
  - Types of vehicles;

**EXHIBIT 10**  
**DATA AND REPORTING**

- *Time on route(s) (collection, transport, and downtime);*
  - Crew size per route;
  - Number of full time equivalent (FTE) routes; and
  - Number of accounts per route.
- b. Personnel
- Organizational chart;
  - Job classifications and number of employees (e.g. administrative, customer service representatives, drivers, supervisors, educational staff);
  - Wages by job classification;
  - Number of full time equivalents (FTE) positions for each job classification; and
  - Estimated number of hours per job classification per year.
- c. Productivity Statistics
- Number of Service Units per day per route;
  - Representative number of setouts per day per route of actual data or based on annual route audit; and
  - Average tons per day per route.
- d. Large Item/E-Waste
- Tonnage by Large Item and E-Waste service;
  - Number of Large Item pick-ups and E-Waste pick-ups during each month of the most recent 12-month period;
  - Disposal tonnage;
  - Diversion tonnage, listed by vendor or Processing site;
  - Number of stops serviced by a third party re-use vendor;

**EXHIBIT 10**  
**DATA AND REPORTING**

- List of re-use vendors collecting reusable items; and
  - Number and type of vehicles used to perform the collections, average route hours per week; number of personnel and average labor hours per week during a one-month period.
- e. Recyclable Material Processing
- *Tons of Recyclable Materials processed (by commodity)*
- f. Other Information
- *Other reports and data related to Recycle Plus services as reasonably requested.*

**D. Report Outline for Quarterly and Annual Reports**

The following provides an outline of the Quarterly and Annual Report requirements. The purpose of the reports is to provide an analysis of activities and significant events, including service delivery, CONTRACTOR performance, waste stream analysis, commodity prices, and community outreach and relations.

**EXHIBIT 10**  
**DATA AND REPORTING**  
**REPORT OUTLINE**

**SECTION I - DATA**

**A. COLLECTED TONNAGE**

This section shall include analysis of tons of Residential Solid Waste and Recyclable Materials collected and apparent trends and causes for any tonnage changes.

**B. RESIDUE TONNAGE DISPOSED**

This section shall include analysis of Residue levels at the MRF, and apparent trends and causes for any tonnage changes.

**C. RECYCLABLE TONNAGE COLLECTED AND SOLD**

This section shall focus on detailed analysis of the Recyclable Materials collected and sold (by major commodity), diversion, apparent trends and causes, and any challenges in the marketing of material.

**D. COMMODITY PRICES AND REVENUE**

This section shall focus on detailed analysis of the recyclable markets and sales activity, apparent trends and causes. Include details on changes to freight and overall outlook as reasonably requested.

**E. LARGE ITEM COLLECTION**

This section shall focus on detailed analysis of the Large Item collection program, diversion, and apparent trends and causes. This may be omitted upon sunset of the program. Additional analysis shall be provided on the following specific program aspects:

- Number of items collected by type (white goods-CFC, white goods-other, brown goods, mattresses, furniture, upholstered furniture, E-Waste, other) and by month separated by SFD and MFD service
- Tons collected
- Tons material reused
- Tons material Recycled
- Tons disposed

**EXHIBIT 10**  
**DATA AND REPORTING**

**F. USED OIL AND USED OIL FILTER COLLECTION**

The section shall include analysis of amounts of Used Oil and Used Oil Filters collected and apparent trends and causes for any significant changes.

**G. TARGETED CLEAN-UP SERVICES**

This section shall focus on detailed analysis of targeted clean-up services, apparent trends and causes for any significant changes. Additional analysis shall be provided on the following specific program aspects:

- Tons material reused
- Tons material Recycled
- Tons disposed

**H. RESIDENTIAL SOLID WASTE PROGRAM**

This section shall focus on detailed analysis of the MFD Residential Solid Waste Program including apparent trends and causes for any significant changes to the collection, transfer or processing of the material.

**I. NON-COLLECTION AND COURTESY NOTICES**

This section shall focus on detailed analysis of Non-Collection and Courtesy Notice activity, by the dates issued, and apparent trends and causes for any significant changes.

**J. MISSED COLLECTIONS**

This section shall focus on detailed analysis of the number of missed collections, apparent trends and causes and possible remedies.

**K. CART & BIN ACTIVITY**

This section shall focus on detailed analysis of Garbage Cart, Recycling Cart, Garbage Bin, and Recycling Bin activity, apparent trends and causes for any significant changes; and approximate quantities, by size, of CONTRACTOR's inventory of Garbage and Recycling Carts and Bins available for deliveries, repairs and exchanges.

**L. CUSTOMER CALLS**

This section shall focus on detailed analysis of customer service activity, apparent trends, major issues and causes. Additional analysis shall be provided on specific service requests and complaint calls and shall include a summary of all calls received. To the extent possible, specific details on Customer Service Representative performance, training, and hiring shall be

## **EXHIBIT 10 DATA AND REPORTING**

provided. CONTRACTOR shall include any trends in call center performance and actions taken to correct deficiencies.

### **SECTION II – ROUTE AUDITS**

In this section, CONTRACTOR shall include summaries and findings of the route audits conducted during the quarter. This section shall include all of the route audit information required in Section 12.3 of this Agreement.

### **SECTION III - VEHICLE INFORMATION**

- A.** Vehicle Inventory and Compliance Reports
- B.** Vehicle Mileage Report
- C.** Vehicle Maintenance/Preventative Maintenance Activity
- D.** Status of State Inspection Requirements
- E.** Fuel/Energy Vehicle Usage and Performance
  - 1. Monthly Fuel/Energy Usage Reports shall include the following information:**
    - Biodiesel or Natural Gas purchase documentation, including blend information (e.g. B20, B50, etc.)
    - Usage information including gallons, or for Natural Gas, the diesel gallon equivalent (DGE) used,
    - Quantity of vehicles operating on biodiesel or Natural Gas
  - 2. Quarterly Fuel/Energy Reports shall include the following information:**
    - Discussion of Biodiesel or Natural Gas performance; including but not limited to, average fuel economy, issues with power and speed, and

**EXHIBIT 10**  
**DATA AND REPORTING**

any unusual noise or fumes. Natural Gas economy should be reported in miles per Diesel Gallons equivalent (DGE).

- Operational issues
- Maintenance issues
- Fuel supply issues

**3. In addition to the above, Annual Fuel/Energy Reports shall include:**

- Summary of Quarterly Reports
- Emissions ratings
- Purchase and delivery documentation

**SECTION IV - SIGNIFICANT EVENTS**

This section shall discuss any significant events occurring in the organization.

**SECTION V - CALENDAR**

- A. Reports Delivered This Quarter
- B. Reports Due Next Quarter

**END REPORT OUTLINE**



**EXHIBIT 11  
RESERVED**

**EXHIBIT 12  
RESERVED**

## EXHIBIT 13

### CITY FACILITY RECYCLABLE MATERIALS

<b>Required Materials for Commingled Carts and Bins</b>
<p><u>Paper Goods:</u></p> <ul style="list-style-type: none"><li>▪ Newsprint (including inserts)</li><li>▪ Mixed paper (including magazines, catalogues, envelopes, junk mail, bulk mail, packaging, paperboard, Kraft brown bags, and paper, paper egg cartons, office ledger paper, paperbacks and telephone boom)</li><li>▪ Shredded office paper (loose or in clear plastic bags)</li><li>▪ Corrugated cardboard</li></ul>
<p><u>Plastics:</u></p> <ul style="list-style-type: none"><li>▪ Mixed plastics such as plastic bags, plastic film, plastic containers (#1-7) excluding PS, EPS and Foam and bottles including containers made of HDPE, LDPE, PET, or PVC</li><li>▪ Film plastics (clean plastic bags, stretch wrap, shrink wrap, bubble wrap)</li></ul>
<p><u>Metals:</u></p> <ul style="list-style-type: none"><li>▪ Scrap metal (individual pieces weighing less than 25 pounds)</li><li>▪ Small appliances ( not exceeding thirty (30) pounds in weight nor two feet in any dimension for any single item)</li><li>▪ Pots and pans</li><li>▪ Aluminum beverage containers</li><li>▪ Aluminum foil and pie pans</li><li>▪ Small scrap and cast aluminum (not exceeding forty (40) pounds in weight not two feet in any dimension for any single item)</li><li>▪ Steel including “tin” cans and small scrap (*not exceeding forty (40) pounds in weight or (2) two feet in any dimension for any single item)</li><li>▪ Bimetal containers</li><li>▪ Empty aerosol cans</li><li>▪ Paint cans (with no excess paint, dry residue only)</li><li>▪ Small metal car parts, clean and drained of fluids</li><li>▪ Clean Sterno® cans (or similar)</li></ul>
<p><u>Other:</u></p> <ul style="list-style-type: none"><li>▪ Glass containers, jars and bottles</li><li>▪ Textiles and Leathers</li><li>▪ Wood: (clean, unpainted, untreated boards and dimensional lumber, cut to fit container)</li><li>▪ Pallets (wood or plastic, whole or damaged, not containerized)</li></ul>

**EXHIBIT 14**  
**LARGE ITEMS**

CONTRACTOR shall collect the following materials as “Large Items”. This list of Large Items may be amended by the mutual agreement of CONTRACTOR and the City Representative. Any such amendments shall be in writing and shall be signed by the City Representative and CONTRACTOR.

Item	Description
Basketball hoops	Disassembled
Bathtub	Porcelain, cast iron (incl. Clawfoot).
BBQ grills large	No ashes (cold or hot). No propane tanks.
Bicycle	
Bird bath	Ceramic or concrete. No large fountains.
Box of items	Total weight of box and contents not to exceed 60 pounds and dimensions of box not to exceed 4'x4'x2'. No Garbage or Hazardous Waste.
Box spring	See “Mattress”
Camper shell	Must be a <u>shell</u> (not a full camper) from a passenger-sized vehicle (not commercial). Shell must be no larger than 4' wide x 8' long and no higher than cab of truck. No homemade or hardwood shells. Aluminum or fiberglass shells are acceptable.
Carpet	<u>Dry</u> : Must be rolled with a length no longer than 6' and diameter no larger than 2'. <u>Wet</u> : Must be rolled with a length no longer than 4' and diameter no larger than 2'. Carpets must be bundled or tied and manageable by one person. One roll equals one item. Padding separate item.
Chairs	Upholstered, wood, plastic or aluminum okay. If chairs are designed to stack or nest (e.g. white plastic lawn or aluminum chairs), then 4 stacked chairs is 1 item.
Compactors (trash)	Clean and empty.
Computer	Home computer with components (monitor, printer and CPU counts as one item).
Copier	Desktop or household only.
Counter tops	Length no longer than 8'; each 8' length counts as one item.

**EXHIBIT 14**  
**LARGE ITEMS**

Item	Description
Dishwashers	No water.
Dog house	
Doors (closet, front/back door)	No all-mirrored or whole-glass doors. Small glass insert in a front/back door is acceptable.
Dresser	
Dryer	
Electronic Components	Can include any or all of the following up to <i>five</i> items per collection: Stereo receiver, turntable, two speakers, cd player, and/or VCR.
Fax machine	
Fences/Gate	Length of sections must be no longer than 8'. No more than 60 pounds. Each bundle is one item. Chainlink should be rolled and bundled. No entire fences, construction debris or wood/cement posts.
Fireplace inserts	No ashes (cold or hot).
Freezer	No longer than 6'. Chest or upright, <u>empty</u> (residential type only – no commercial).
Furnace	
Garage door opener	Disassembled and bundled.
Garbage disposal (appliance)	
Grandfather clock	
Hot tub/spa	Small (2-3 person) size. No water. Deck counts as separate item(s).
Hutch	
Kitchen cabinets	Length no longer than 6'.
Ladder	
Large Yard Trimmings	Oversized Yard Trimmings such as tree trunks and branches, weight no greater than 60 pounds and length no longer than 5' and diameter no larger than 2', which are attributed to the normal activities of a Service Unit.
Lawn furniture	See "chairs" "picnic table" and "wood spool" sections.
Lawn mower	Either with or without motor. No fluids.
Light fixture	Must be placed in a box for collection. See also "box of items."
Mattress	Mattress and box spring are separate items.

**EXHIBIT 14**  
**LARGE ITEMS**

Item	Description
	King mattress and box springs (2) count as two items.
Minibike/moped	Either with or without motor. No fluids.
Oven	Empty.
Pallets (wood)	Each pallet counts as 1 item. No cement or construction and demolition.
Piano or organ	No grand pianos. Upright is acceptable and counts as three items.
Picnic table	Detached benches are extra items. See also "chairs" and "wood spool" sections.
Ping pong table	Folded in half.
Plastic pools	Disassembled and bundled
Polystyrene foam	Clean. Boxed or bagged. Each container will count as one (1) item
Pool cover	Prepared like carpet.
Pool table	
Pot belly stoves	No ashes (cold or hot).
Refrigerators	Empty. Doors must be removed or secured closed. Counts as one item (including removed door). Residential only, no commercial refrigerators.
Shed	Disassembled and bundled. Prefabricated only. Weight no greater than 60 pounds.
Sink	Household size, no commercial sinks.
Sofa	If sofa is a sectional, each section counts as one item.
Solar panels	Drained, each unit or panel is one item (like countertops).
Spa cover	See also "hot tub/spa" section.
Speakers	See "Electronic Components"
Stereo	See "Electronic Components"
Stereo cabinets/hi-fi	See "Electronic Components"
Stove	Empty. Loose items secured.
Swing set	Simple, A-frame with slide is acceptable. Jungle gyms must be disassembled. Each 60-pound bundle counts as one item.
Table saw	Household garage type, not commercial or industrial.
Television	See "Electronic Components"

**EXHIBIT 14**  
**LARGE ITEMS**

<b>Item</b>	<b>Description</b>
Tables	Table leaves may be included, but must be bundled. Each table with up to three leaves counts as one item.
Tires	Passenger vehicle and pickup truck tires only. May have rims included. One tire is one item, or one tire/rim is one item or one rim separated from the tire is one item. May add 4 <sup>th</sup> tire for same cost.
Toilet	
Tree stump	Weight no greater than 60 pounds and length no longer than 5' and diameter no larger than 2'.
VCR	See "Electronic Components"
Vehicle body parts	Disassembled. Items such as car door, hood, fender, car seat, and camper shell. No glass windshields or engine parts. See also "tires" and "camper shell" sections.
Video arcade/pinball machines	Limited to one per household.
Washer	Drained.
Water bed	Drained.
Water heater	Drained.
Wheel barrow	
White goods	Inoperative or discarded refrigerators, ranges, water heaters, freezers, and other similar household appliances.
Window/door frames	Frames must be without glass. Window screens are acceptable.
Wood scrap (scrap lumber)	Bundled with a weight no more than 60 pounds and dimensions no greater than 5'x2'x2'. Must be secured. Each bundle is one item.
Wood spool	Small spool only, similar in size to household picnic furniture.

**EXHIBIT 15**  
**CONTAINER SPECIFICATIONS AND PERFORMANCE CRITERIA**

**Garbage Carts and Recycling Carts**

CONTRACTOR shall provide Garbage Carts and Recycling Carts that meet the following specifications and minimum performance criteria.

**Table 1. Specifications and Performance Criteria For 32-, 64-, and 96-Gallon Capacity**

<b>Volumetric Capacity – Garbage Carts</b>	<ul style="list-style-type: none"> <li>• 32-gallons +/- 10%, 64-gallons +/- 10%, and 96-gallons +/- 10%, excluding volume resulting from a crowned lid in the closed position</li> </ul>
<b>Volumetric Capacity – Recycling Carts</b>	<ul style="list-style-type: none"> <li>• 32-gallons +/- 12%, 64-gallons +/- 12%, and 96-gallons +/- 12%, excluding volume resulting from a crowned lid in the closed position</li> </ul>
<b>Minimum Load Rating</b>	<ul style="list-style-type: none"> <li>• 32-gal: 100 lb.</li> <li>• 64-gal: 175 lb.</li> <li>• 96-gal: 250 lb.</li> </ul>
<b>Compatibility</b>	<ul style="list-style-type: none"> <li>• Compatible with commercially available fully automated lifting mechanisms that are or will be used in San Jose</li> </ul>
<b>Standards of Design</b>	<ul style="list-style-type: none"> <li>• Designed to meet all relevant sections of American National Standards Institute (ANSI) Z245.30-1999 and Z245.60-1999</li> <li>• Designed such that wastes flow freely out of the cart when dumped by a fully automated lifting mechanism</li> </ul>
<b>Materials of Construction &amp; Recycled Content</b>	<ul style="list-style-type: none"> <li>• Body of cart: HDPE</li> <li>• At least 20% post-consumer recycled content</li> </ul>
<b>Dimensions &amp; Design</b>	<ul style="list-style-type: none"> <li>• Body of cart -- nestable for economic bulk transportation and to facilitate distribution to users</li> <li>• Maximum width of 31" including lid and wheels</li> <li>• Leak proof</li> </ul>
<b>Lid</b>	<ul style="list-style-type: none"> <li>• Manufactured from the same material as the body of the cart.</li> <li>• Rotate at least 270 degrees</li> <li>• Watertight, must prevent rain entry when closed, with or without latches</li> <li>• Snug-fitting and must overlap the cart rim</li> <li>• Self-draining</li> </ul>



**EXHIBIT 15**  
**CONTAINER SPECIFICATIONS AND PERFORMANCE CRITERIA**

<b>Handle</b>	<ul style="list-style-type: none"> <li>• Handle mounts must either:               <ol style="list-style-type: none"> <li>1. be an integrally molded part of the cart body; or</li> <li>2. if bolt-on handle mounts are used, they must be designed such as to prevent them from working loose over the active life of the cart</li> </ol> </li> </ul>
<b>Wheels</b>	<ul style="list-style-type: none"> <li>• Minimum tire diameter: 10 inches for 64- and 96-gal carts, 8 inches for 32-gal carts</li> <li>• Minimum tread width: 1.5 inches</li> <li>• Tire material must be natural rubber or polymeric compound</li> <li>• Each wheel must be rated for the minimum load rating of the carts and not deform plastically when subjected to the rated load of the carts</li> <li>• Axle must pass through the cart body outside of the area for waste storage</li> <li>• Wheels must have a locking device to secure them to the cart axle</li> </ul>
<b>Fasteners</b>	<ul style="list-style-type: none"> <li>• No fasteners are to penetrate the body of the cart where waste will be contained</li> <li>• All fasteners are to be corrosion resistant and free of sharp edges</li> </ul>
<b>Finish Surfaces</b>	<ul style="list-style-type: none"> <li>• Interior surface must be smooth with a semi- or high-gloss finish</li> <li>• Exterior surface must be suitable for hot stamping on lid and body</li> <li>• Exterior must be free of sharp edges and corners, protrusions, or other structures that could pose a nuisance or hazard to humans</li> </ul>
<b>Assembly</b>	<ul style="list-style-type: none"> <li>• Carts must be easy to assemble</li> <li>• Nuts must be self-locking</li> <li>• Nuts and/or rivets must be designed such that they cannot be removed with ordinary tools by the public</li> </ul>
<b>Performance</b>	<ul style="list-style-type: none"> <li>• Carts must pass ANSI standards 245.30-1999, clauses 7.2.4.2 (testing requirements for two-wheeled carts) for the following parameters:               <ol style="list-style-type: none"> <li>1. volumetric loading capacity</li> <li>2. slope stability</li> <li>3. durability during pulling</li> <li>4. loading and unloading (cycle test)</li> <li>5. center of balance position</li> <li>6. force to tip cart</li> <li>7. lid (collapse)</li> </ol> </li> </ul>

**EXHIBIT 15**  
**CONTAINER SPECIFICATIONS AND PERFORMANCE CRITERIA**

<b>Performance (cont.)</b>	<ul style="list-style-type: none"> <li>• All metal components of the cart must meet the corrosion resistance requirements of 500 hours of salt spray exposure as described in ASTM B117</li> <li>• Carts must pass the Leakage performance test (Appendix A)</li> <li>• Empty carts must pass the Wind Stability performance test (Appendix A)</li> </ul>
<b>Testing</b>	<ul style="list-style-type: none"> <li>• Performance testing of production samples shall be conducted at a frequency of 3 per 1000 units manufactured</li> </ul>
<b>Environmental</b>	<ul style="list-style-type: none"> <li>• Ultra-violet stability: All plastic components must contain UV inhibitors and the cart must maintain performance during the warranty period when exposed to ultra-violet radiation of the sun</li> <li>• Temperature stability: Cart must not plastically deform when subjected to temperatures in the range of 25 deg F to 170 deg F and a compressive load of 200 lb</li> </ul>
<b>Identification &amp; Markings</b>	<ul style="list-style-type: none"> <li>• The lid must have a suitable area to affix a label for recycling education</li> <li>• The following must be hot-stamped on the lid:             <ol style="list-style-type: none"> <li>1. facing street arrow</li> </ol> </li> <li>• The following must be hot-stamped on the cart body:             <ol style="list-style-type: none"> <li>1. CITY's logo</li> <li>2. serial number (sequentially numbered)</li> <li>3. production batch number and date</li> <li>4. maximum load weight rating</li> <li>5. cart type, per clause 4.2.1f of ANSI Z245.30-99</li> </ol> </li> </ul>
<b>Color</b>	<ul style="list-style-type: none"> <li>• Garbage: Black body with black lid</li> <li>• Recycling: Gray body with blue lid</li> </ul>
<b>Warranty</b>	<ul style="list-style-type: none"> <li>• Minimum 10 years for all parts of cart; not prorated; any failure under warranty shall be replaced with a newly manufactured whole cart, which is defined to be the body of the cart, wheel, lid, handles, other ancillary features and fasteners</li> </ul>

**EXHIBIT 15**  
**CONTAINER SPECIFICATIONS AND PERFORMANCE CRITERIA**

**Appendix A**

**Performance Tests**

**Wind Stability**

This test is designed to assure that a cart will remain stationary and in the upright position under severe wind conditions.

The cart must be able to remain upright and stationary in a wind flow of 25 mph. The test surface shall be a flat finished asphalt surface. Place one sidewall of cart perpendicular to a horizontal flow of air at 25 mph for one minute. Record whether or not the cart tips over and distance, if any, the cart slides or rolls. Repeat the test for each of the other sides.

To pass this test, the cart shall not tip over, or slide or roll more than 6.0 in., in any of the tests.

**Leakage**

The purpose of this test is to determine if the cart is designed to minimize leakage.

The cart shall be filled with water to a level within 8 in. from the inside bottom of the container. The container shall be covered with its own lid. The filled container shall then be placed in a covered area over a dry drip pan to collect any leakage and allowed to stand for a period of 24 hours exposed to temperatures within the range of 65 to 75 F. The water level within the container after the test shall be measured and recorded to within the nearest 0.1 in. The results of the test shall be reported in terms of final water level, ambient temperature, visible leakage, and quantity of water collected in the drip pan. Containers that exhibit any leakage shall fail the test.

**EXHIBIT 15**  
**CONTAINER SPECIFICATIONS AND PERFORMANCE CRITERIA**

**Garbage and Recycling Bins**

CONTRACTOR shall provide Garbage and Recycling Bins for MFD Collection Service and City Facility Collection Service that meet the following specifications and minimum performance criteria.

<b>Volumetric Capacity</b>	<ul style="list-style-type: none"> <li>Available in at least the following cubic yard capacities: 1, 1.5, 2, 3, 4, 6, and 8</li> </ul>
<b>Compatibility</b>	<ul style="list-style-type: none"> <li>Compatible with commercially available front loader lifting mechanisms that will be used in San Jose, including fork channels for tipping</li> </ul>
<b>Standards of Design</b>	<ul style="list-style-type: none"> <li>Designed to meet all relevant sections of American National Standards Institute (ANSI) Z245.30-1999 and Z245.60-1999</li> </ul>
<b>Materials of Construction</b>	<ul style="list-style-type: none"> <li>Body of bins shall be constructed of metal or plastic</li> <li>Lid shall be constructed of plastic</li> <li>All plastic components must contain UV inhibitors</li> </ul>
<b>Lid</b>	<ul style="list-style-type: none"> <li>Lid must be watertight and self-draining, and prevent rain entry when closed</li> </ul>
<b>Finish Surfaces</b>	<ul style="list-style-type: none"> <li>Interior and exterior must have a rust-inhibitive, corrosion resistant coating</li> </ul>
<b>Other Features</b>	<ul style="list-style-type: none"> <li>Bin shall include casters capable of supporting load capacity and of moving fully loaded container</li> <li>Bin shall include a drain hole with plug</li> </ul>
<b>Performance</b>	<ul style="list-style-type: none"> <li>Bins must meet all relevant clauses of ANSI 245.30-1999</li> <li>Bins must pass a Lid Collapse Test based on the Lid Test for Carts in ANSI Z245.30-1999, adapted as necessary for front loader bins</li> </ul>

**EXHIBIT 15**  
**CONTAINER SPECIFICATIONS AND PERFORMANCE CRITERIA**

<b>Identification &amp; Markings</b>	<ul style="list-style-type: none"> <li>• Bins must meet all relevant clauses of ANSI 245.30-1999</li> <li>• Bins shall have a ribless, seamless decal area on the front of each bin of a size not less than 5" X 7" for affixing the City logo</li> <li>• Garbage Bins shall be labeled with "GARBAGE ONLY-NO RECYCLABLES" prominently across the center top portion of the front of the bin in letters 3" to 4" high</li> <li>• Recycling Bins shall be labeled with "RECYCLABLES ONLY-NO GARBAGE" prominently across the center top portion of the front of the bin in letters 3" to 4" high</li> </ul>
<b>Recycled Content</b>	<ul style="list-style-type: none"> <li>• Use of some post-consumer plastic feedstock in lids preferred</li> </ul>
<b>Color</b>	<ul style="list-style-type: none"> <li>• Shall be approved by the City Representative</li> </ul>
<b>Legal Compliance</b>	<ul style="list-style-type: none"> <li>• In compliance with the requirements for Garbage Bins set out in Chapter 9.10.430 of the San Jose Municipal Code</li> </ul>
<b>Warranty</b>	<ul style="list-style-type: none"> <li>• Minimum 1 year on materials and workmanship on all bin parts (unprorated)</li> </ul>

**EXHIBIT 16**  
**FORM OF PERFORMANCE BOND**

**SOLID WASTE SERVICES**  
**FOR THE**  
**CITY OF SAN JOSE, CALIFORNIA**

**KNOW ALL MEN BY THESE PRESENTS:** that

(here insert full name and address or legal title of contractor)

as Principal, hereinafter called Contractor, and, \_\_\_\_\_ (Name of insurer)

as Surety, hereinafter called Surety, are held firmly bound unto the CITY OF SAN JOSE, CALIFORNIA as Obligee, hereinafter called the City, in the amount of **[CONTRACTOR TO INSERT AMOUNT PER AGREEMENT (\$X,XXX,XXX)]** for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_, **[insert year]**, entered into an Agreement with the City for providing Solid Waste Services in accordance with Agreement of the CITY OF SAN JOSE, CALIFORNIA, which Agreement is by reference made a part hereof, and is hereinafter referred to as the Agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be, and declared by the City to be in default under the Agreement, the City having performed the City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly perform one of the following:

1. Complete the Agreement in accordance with its terms and conditions.
2. Obtain a bid or bids for completing the Agreement in accordance with the terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for an agreement between such bidder and the City, and make

**EXHIBIT 16**  
**FORM OF PERFORMANCE BOND**

available as work progresses (even though there should be a default or a succession of defaults under the Agreement or Agreements of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Agreement price; but not exceeding, including costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Agreement and any amendments thereto, less the amount properly paid by the City to Contractor.

Any suit under this bond must be instituted before the expiration date of the Agreement or if extended for an additional term by the City, the expiration of the extended term.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the executor, administrator or successors of the City of San Jose, California.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, [insert year].

(Principal)      (Seal)

(Witness)

(Title)

Surety      (Seal)  
(Name of Insurer)

(Witness)

By:

(Attorney-in-Fact)

**EXHIBIT 17**  
**WAGE POLICY**

CONTRACTOR and any of CONTRACTOR's subcontractors subject to this Exhibit shall be obligated to pay not less than the wage as set forth in this Exhibit.

**I. PREVAILING WAGE**

California Labor Code and/or Resolutions of the City of San José require the payment of not less than the general prevailing rate of per diem wages and rates for holiday and overtime and adherence to all labor standards and regulations.

Prevailing Wages established by the California Department of Industrial Relations shall be the General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1. The General Prevailing Wage Rates may be adjusted throughout the term of this Agreement.

Prevailing Wages established by the City of San José shall mean the wages paid under a collective bargaining agreement between CONTRACTOR and a recognized union representing workers who perform services pursuant to this Agreement; or, if there is no collective bargaining agreement, not less than the prevailing rate of per diem wages for the employee craft/classification as determined by the City of San José's Office of Equality Assurance.

The City Prevailing Wage will be subject to annual adjustment on the first day of each July during the term of this Agreement. Adjustments will be based on the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index, All Items, for all Urban Consumers [CPI-U] for San Francisco-Oakland-San José).

**II. LIVING WAGE**

CONTRACTOR shall pay individuals not less than the hourly wage rate set forth herein if the individual is: (1) performing work under this Agreement on CONTRACTOR's premises or at an Alternate Facility approved in accordance with Section 10.8 of this Agreement, and (2) are in the following job classifications: (a) Material Recovery Facility (MRF) worker, (b) customer service representatives (CSRs), and (c) mechanics (collectively referred to as "Covered Workers").

For purposes of this Agreement, the hourly living wage rate paid to Covered Workers will be referred to as the "Modified Living Wage" or the "MLW."



**EXHIBIT 17**  
**WAGE POLICY**

CONTRACTOR agrees that Covered Workers will be paid at least the following hourly Modified Living Wage rate:

- If the Covered Worker receives health benefits, as determined by the City's Office of Equality Assurance, the hourly Modified Living Wage rate is the sum of the following 2 amounts:
  1. 45.71% of the Fiscal Year 2019 living wage rate established by the City's Office of Equality Assurance for employees receiving health benefits, plus
  2. 54.29% of the Fiscal Year 2019 minimum wage rate established by the City's Office of Equality Assurance.
  
- If the Covered Worker does not receive health benefits, as determined by the City's Office of Equality Assurance, the hourly Modified Living Wage rate is the sum of the following 2 amounts:
  1. 45.71% of the Fiscal Year 2019 living wage rate established by the City's Office of Equality Assurance for employees who do **not** receive health benefits, plus
  2. 54.29% of the Fiscal Year 2019 minimum wage rate established by the City's Office of Equality assurance.

The MLW will automatically adjust each Fiscal Year to reflect the changes in the living wage and minimum wage rates as made by the City's Office of Equality Assurance.

**Notwithstanding** the foregoing, the increase in the **total** MLW rate for any single Fiscal Year is capped at 5% with no carryover (see example below).

**EXHIBIT 17  
WAGE POLICY**

*Example of MLW rate change with 5% cap (numbers provided for illustrative purposes)*

FY 2019 - 2020			FY 2020 - 2021				FY 2021 - 2022					
Living & Minimum Wages	Calculated MLW	Effective MLW	Living & Minimum Wages	Calculated MLW	Increase	Eligible Increase	Effective MLW	Living & Minimum Wages	Calculated MLW	Increase	Eligible Increase	Effective MLW
\$22.68	\$10.37	\$18.51	\$25.42	\$11.62			\$19.43	\$25.42	\$11.62			\$19.93
\$15.00	\$8.14		\$15.00	\$8.14	6.77%	5.00%		\$15.30	\$8.31	2.57%	2.57%	
	\$18.51			\$19.76					\$19.93			

As long as CONTRACTOR is paying the then-current effective MLW rate for Covered Workers, CONTRACTOR shall be in compliance even if CONTRACTOR’s then-current MLW wage rate is lower than the MLW rate calculated because the rate was capped at 5%.

If tonnages of San José Material processed by CONTRACTOR change by more than 20% or if the CITY later contracts with a new processing facility for the Recycle Plus Program that is not providing services to the City as of the Effective Date of the Agreement, CITY and CONTRACTOR will negotiate in good faith to modify the methodology for calculating the MLW rate and associated compensation paid to CONTRACTOR for implementing the MLW. Under no circumstances, however, will a renegotiated methodology result in the lowering of the MLW rate established in this Agreement or result in the reduction of any Covered Worker’s wage. Any modification to the MLW methodology will require City Council approval.

**III. DOCUMENTATION OF COMPLIANCE**

The following requirements will be referred to collectively as the “Documentation Provision.”

The Office of Equality Assurance will monitor the payment of wages by CONTRACTOR. CONTRACTOR shall file a Payroll Summary Report and any supporting documentation, with the Office of Equality Assurance at the beginning of each Fiscal Year. CONTRACTOR shall also submit any additional information, such as certified payroll records, as requested by the Office of Equality Assurance. All documents must be delivered to:

City of San José  
Office of Equality Assurance  
200 East Santa Clara Street  
Fifth Floor

**EXHIBIT 17**  
**WAGE POLICY**

San José, CA 95113  
Phone: 408.535-8430

**IV. EMPLOYMENT OF DISPLACED WORKERS**

Upon termination of this Agreement CONTRACTOR shall fully cooperate with all CITY requests regarding contacts with CONTRACTOR's employees to enable a transition in the workforce to a new service provider.

**V. LABOR PEACE**

CITY's Office of Equality Assurance has determined that the level of vulnerability of the Agreement to service or labor disputes is sufficient to warrant that labor peace is essential to the propriety interests of CITY. Therefore, CONTRACTOR shall at all times comply with the provisions of CONTRACTOR's Employee and Labor Relations Plan set forth in Exhibit 19 ("WORK PLANS").

**VI. ENFORCEMENT**

**1. General**

CONTRACTOR acknowledges it has read and understands that, pursuant to the terms and conditions of this Agreement and limitations thereto, it is required to pay, individuals in the listed job classifications that are performing work under this Agreement not less than the amounts set forth in Sections I (Prevailing Wage) and II (Living Wage) (collectively "Wage Provision") and to comply with the Documentation Provision. CONTRACTOR further acknowledges that CITY has determined that the Wage Provision promotes each of the following (collectively "Goals"):

- a) It protects job opportunities and stimulates CITY's economy by reducing the incentive to recruit and pay a substandard wage to labor from distant, cheap-labor areas.
- b) It benefits the public through the superior efficiency of well-paid employees, whereas the payment of inadequate compensation

**EXHIBIT 17**  
**WAGE POLICY**

tends to negatively affect the quality of services to city by fostering high turnover and instability in the workplace.

- c) Paying individuals a wage that enables them not to live in poverty is beneficial to the health and welfare of all citizens of San Jose because it increases the ability of such workers to attain sustenance, decreases the amount of poverty and reduces the amount of taxpayer funded social services in San Jose.
- d) It increases competition by promoting a more level playing field among contractors with regard to the wages paid to workers.

**2. REMEDIES FOR CONTRACTOR'S BREACH OF PREVAILING WAGE/LIVING WAGE PROVISIONS**

- a) **Suspension or termination:** suspend and/or terminate the Agreement;
- b) **Restitution/Damages:** require CONTRACTOR to pay any amounts underpaid in violation of the required payments and CITY's administrative costs and liquidated damages.
- c) **Debarment:** debar CONTRACTOR in accordance with Chapter 4.10 of the San Jose Municipal Code.
- d) **Withholding of payment:** CONTRACTOR agrees that the Documentation Provision is critical to CITY's ability to monitor CONTRACTOR's compliance with the Wage Provision and to ultimately achieve the Goals. CONTRACTOR further agrees its breach of the Documentation Provision results in the need for additional enforcement action to verify compliance with the Wage Provision. In light of the critical importance of the Documentation Provision, CITY and CONTRACTOR agree that CONTRACTOR's compliance with this provision, as well as the Wage Provision, is an express condition of CITY's obligation to make each payment due to CONTRACTOR pursuant to this Agreement. CITY is not obligated to make any payment due to CONTRACTOR until CONTRACTOR has performed all of its obligations under these provisions. Any payment by CITY despite CONTRACTOR's failure to fully perform its obligations

**EXHIBIT 17**  
**WAGE POLICY**

under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement nor a waiver of the right to withhold payment for any subsequent breach of the Wage Provision or the Documentation Provision.

- e) **Liquidated damages for breach of Wage Provision:** CONTRACTOR agrees its breach of the Wage Provision would cause CITY damage by undermining the Goals, and CITY's damage would not be remedied merely by CONTRACTOR's payment of restitution to the workers who were paid a substandard wage. CONTRACTOR further agrees that such damage would increase the greater the number of employees not paid the applicable wages and the longer the amount of time over which such wages were not paid. CITY and CONTRACTOR mutually agree that making a precise determination of the amount of CITY's damages as a result of CONTRACTOR's breach of the Wage Provision would be impractical and/or extremely difficult. Therefore, the parties agree that, in the event of such a breach, CONTRACTOR shall pay to CITY as liquidated damages the sum of three (3) times the difference between the actual amount of wages paid and the amount of wages that should be paid.

**VIII. AUDIT RIGHTS**

All records or documents required to be kept pursuant to this Agreement to verify compliance with the Wage Provisions shall be made available for audit at no cost to CITY, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to CITY for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be available at CONTRACTOR's address indicated for receipt of notices in this Agreement.

**IX. COEXISTENCE WITH ANY OTHER EMPLOYEE RIGHTS**

These provisions shall not be construed to limit an employee's ability to bring any legal action for violation of any legal right.

**EXHIBIT 17  
WAGE POLICY**

**WAGE DETERMINATION  
FOR CITY CONTRACTED SOLID WASTE SERVICES**

**A. Hourly Per Diem Prevailing Wage Rate**

**EFFECTIVE: July 1, 2018**

<b>Classification</b>	<b>Basic Hourly Pay Rate</b>	<b>Fringe Benefits</b>	<b>Total Hourly Pay*</b>
Garbage Driver	\$33.96	\$13.95	\$47.91
Recycle Driver	\$33.96	\$13.95	\$47.91

<b>Breakdown of Benefits</b>		
Paid Vacation Days	After 1 year	7 Days – 56 Hours
	After 5 years	15 Days – 120 Hours
	After 10 years	20 Days – 160 Hours
	After 15 years	25 Days – 200 Hours
	After 20 years	30 Days – 240 Hours
	After 25 years	35 Days – 280 Hours
	After 30 years	40 Days – 320 Hours
Paid Sick Leave	Eleven (11) paid Sick Days	
Paid Holidays	Twelve (12) paid Holidays	

**EXHIBIT 17  
WAGE POLICY**

**Determination Notes**

\*The full amount of the total hourly wage must be paid directly to the worker, UNLESS the Contractor is making payments to a benefit plan. If the Contractor is making payments to a benefit plan but the benefits being paid do not add up to the full amount of benefits identified, the Contractor must pay the difference directly to the worker.

**B. Hourly Per Diem Modified Living Wage Rate**

**EFFECTIVE; July 1, 2019**

All Covered Workers shall be paid no less than the following:

<b>MODIFIED LIVING WAGE WITH HEALTH BENEFITS</b>	<b>MODIFIED LIVING WAGE WITHOUT HEALTH BENEFITS</b>
\$18.51 per hour	\$19.08 per hour

Subject to any limitations in Section II of this Exhibit, Modified Living Wage rates will be adjusted each Fiscal Year on July 1 to reflect any changes in the City's Living Wage Rate and the City's Minimum Wage Rate.

**C. Hours and Days of Work  
(Industrial Welfare Commission Order No. 16-2001)**

Employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7<sup>th</sup>) consecutive day of work in a workweek; and

**EXHIBIT 17**  
**WAGE POLICY**

Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) on the seventh (7<sup>th</sup>) consecutive day of work in a workweek.



**EXHIBIT 18  
RESERVED**

**EXHIBIT 19**  
**WORK PLANS**

The WORK PLANS (“Plans”) included below have been updated from the Agreement with CONTRACTOR that began June 1, 2010. Where conflicts exist between the Plans and this Agreement, the Agreement shall prevail. CONTRACTOR is not required to submit updated plans, but the parties may agree to update the plans.

- A     Diversión Plan
- B     Customer Service Plan
- C     Equipment Plan
- D     Processing Operations Plan
- E     Collection Operations Plan
- F     Employee and Labor Relations Plan

**EXHIBIT 19  
WORK PLANS**

***A – DIVERSION PLAN***

CONTRACTOR has a track record of achieving high diversion in the single-family, multi-family and City facility sectors; the plan is to continue to focus on this objective throughout the term of the new agreement. In addition to collecting traditional recycling, CONTRACTOR will continue to participate in the maximization of diversion through composting single-family, multi-family and City facility solid waste through processing at the Compostable Waste Processing Facility.

Throughout the current contract, CONTRACTOR's outreach, customer service and operations teams along with multi-family drivers have worked closely together to "right size" multi-family garbage and recycling service levels at specific complexes that have consistently overfilled garbage bins and/or heavily contaminated recycling carts/bins. CONTRACTOR and CITY will use a Contaminated Recycling Bin Procedure, where we will work cooperatively to adjust targeted MFD complexes solid waste services to aid in decreasing contamination of recyclable materials going to the MRF. This Procedure may be modified from time to time over the term of the Agreement as agreed upon by CONTRACTOR and City Representative.

In addition to identifying complexes with contaminated recycling, CONTRACTOR has identified properties that do not currently have access to recycling service. CONTRACTOR and CITY will work together to implement recycling at all locations, where the owner and/or manager is agreeable to offer the service to the tenants.

**EXHIBIT 19  
WORK PLANS**

***B – CUSTOMER SERVICE PLAN***

The objective for CONTRACTOR’s Customer Service and Customer Experience over the upcoming years is to not only maintain but to advance the high level of service delivered to the current and evolving San Jose single-family residents in District B, multi-family communities throughout San Jose, and City facilities. This is achieved by developing a Customer Relationship model which is consistent with meeting service level performance standards, high quality interactions, continuously improving systems and offering our customers a user friendly and easy access self-service platform.

**Performance Standards:** CONTRACTOR’s Customer Service and Dispatch teams are housed locally in our San Jose office and are currently fully staffed and trained to address all residential, multi-family and City facility service requests and inquiries. Our daily goal is to:

- Resolve customer’s concerns with minimal wait impact
- Effectively minimize delays as well as call handle times through call modeling and sequencing
- Maintain a High Level of Quality in the Call Center, measured through third party remote evaluation and scoring

CONTRACTOR has appointed an employee designee whose sole responsibility is to audit, inspect quality and resolve multi-family dwelling and City facilities files and Service Requests for accurate record keeping and billing in partnership with the CSJ Environmental – Integrated Waste Management Division. This has already resulted in successful streamlining of City Staff requests, through our one point of contact approach, and effective management of sensitive files.

**Self-Service / Online Access:** CONTRACTOR intends to implement a web-embedded self-service feature located on our mobile friendly web site, GreenTeam.com. This application will provide our residents and customers with a user friendly, accessible communication tool, which will allow residents to access service details and communications such as:

- Scheduling junk pickups
- Printing collection calendars
- Requesting digital service day reminders
- Viewing current and historical collection schedules

## **EXHIBIT 19 WORK PLANS**

- Guidance for proper placement/disposal of:
  - recyclables
  - garbage
  - yard trimmings
  - hazardous waste
  - miscellaneous items
- Submitting requests during hours of operation and after business hours

This tool will also provide additional helpful links such as access to *My San Jose App*, Household Hazardous Waste, San Jose's Recycling guides and more.

**EXHIBIT 19  
WORK PLANS**

**C – EQUIPMENT PLAN**

**Collection Vehicles:** CONTRACTOR is committed to using a green fleet for routed trucks to service the City of San Jose’s single-family residents in District B, all multi-family complexes throughout San Jose and City facilities. CONTRACTOR’s current collection fleet for the City of San Jose runs entirely on compressed natural gas (CNG). We currently intend to continue to utilize CNG fueled collection vehicles, throughout the life of the contract. CONTRACTOR has installed an onsite CNG fueling station in our yard on Oakland Road, where our collection vehicles are housed and fueled daily.

The table below summarizes the equipment that is currently being used to service the City of San Jose within this contract.

Equipment Type	Quantity	Date of Manufacture
Supervisor Vehicles	3	2007
Service Trucks	1	2016
Residential(ASL)	19	2014
Multi-Family(FEL)	18	2013
	2	2015
	5	2018
Rolloff	1	2016

**Carts and Bins:** Carts and FEL bins will be purchased from vendors determined by price and product quality. All carts and bins will meet the required specifications. Inventory will be maintained in order to accommodate customer requests, repairs and replacements. The table below summarizes the inventory levels to be used to service the City of San Jose within this contract.

Cart/Bin Type	Reorder Inventory	Minimum Inventory
MFD Garbage Bin	50	25
MFD Recycling Bin	50	25

**EXHIBIT 19  
WORK PLANS**

MFD Recycling Cart	200	100
SFD Garbage Cart	200	150
SFD Recycling Cart	200	150

**D - PROCESSING OPERATIONS PLAN**

**A. Facility Information**

Pursuant to an agreement between CONTRACTOR and GreenWaste Recovery, Inc. (GreenWaste), all Recyclable Materials collected by CONTRACTOR from all City of San Jose Single-Family Dwellings (SFDs) and Multi-Family Dwellings (MFDs), as well as City Facilities, will be delivered to and processed at the GreenWaste MRF, located at 625 Charles Street in San Jose, California. The GreenWaste MRF (SWFP No. 43-AN-0019/20) is permitted to process up to 3,500 tons per day (tpd) of material permitted to operate twenty-four (24) hours per day, seven (7) days per week, and is typically open from 4:00 a.m. – 9:00 p.m., Monday through Friday, and 5:00 a.m. – 5:00 p.m. on Saturday. It generally operates 309 days per year and is closed on the following holidays: New Year’s Day, Easter Sunday, Thanksgiving Day, and Christmas Day. GreenWaste will operate the MRF as necessary for processing of San Jose material, including Saturdays and some Sundays.

<b>GreenWaste MRF</b>	
<b>Owner &amp; Operator</b>	GreenWaste Recovery, Inc.
<b>SWFP No.</b>	43-AN-0019/20
<b>Permitted Hours of Operation</b>	24 hours per day
<b>CEQA</b>	SCH # 2004112032
<b>Capacity</b>	Up to 3,500 tpd
<b>MRF Manager</b>	Ricardo Lopez 408.938.4936

**B. Operations Plan**

It is estimated that CONTRACTOR will deliver approximately 150 tpd of Recyclable Material from San Jose’s SFDs, MFDs, and City Facilities to the GreenWaste MRF. The GreenWaste MRF is also capable of accepting an additional 100 tpd of Recyclable Material from CONTRACTOR when necessary. Non-Program material, such as oil and oil filters, will also be delivered to the GreenWaste MRF for recycling. GreenWaste will accept

## EXHIBIT 19 WORK PLANS

Recyclable Material directly from the CONTRACTOR routes. After separately weighing and recording inbound SFD, MFD, and City Facility loads, this material will be commingled with other Recyclable Material accepted at the GreenWaste MRF and will be processed on the single-stream Recyclables Processing Line, which is capable of processing up to forty (40) tons per hour of material.

The mechanical sorting and separation mechanisms and processes are continually calibrated, evaluated, adapted and recalibrated to increase diversion and to decrease cross-contamination of recyclable materials separated into commodities in order to increase their market value. Staffing levels and throughputs are consistently evaluated at the GreenWaste MRF in order to most efficiently operate. GreenWaste MRF personnel are thoroughly trained and the MRF Operations Manager maintains a strong presence in the facility, frequently reviewing operational data to increase efficiency. The following sets forth various stages in the single-stream Recyclables Processing Line as-of April 2019:

- **Direct Baling** | Clean source-separated loads, such as cardboard, are fed directly into the accessible baler feed conveyor. The feed conveyor provides more than forty-five (45) feet of direct load capability.
- **Floor Sort** | Recyclable material is tipped and undergoes an initial manual floor sort, where sorters remove large recoverable items and contaminants. After the floor sort, a bucket loader operated by a MRF employee feeds recyclable material into the metering bin.
- **Pre-Sort** | The pre-sort process includes up to eight (8) pre-sorting stations along conveyors where sorters remove contaminants, large items, film plastics, bagged shredded paper, and rigid plastics prior to the material stream entering the mechanical portion of the facility. Staffing levels and locations are determined by the composition of the recyclable materials being processed. The pre-sort stations are essential to MRF operations and increase the total system throughput, improve the efficiency of machinery separation, and result in higher quality output products.
- **Bag Breaker** | During the pre-sort, sorters pull off unopened bags and toss them down a chute where the bag breaker mechanically opens the



## EXHIBIT 19 WORK PLANS

bags and a conveyor belt reintroduces the materials to the line, meeting up with the rest of the materials that have made it past the pre-sort.

- **OCC (Old Corrugated Cardboard) Screen** | The OCC disc screen is used to capture large cardboard and allow other materials to continue for further processing. The spacing in the screen allows for cardboard to float over the top, separating the larger cardboard from the smaller paper, plastic, and other materials. Quality control stations remove any contaminants from the cardboard before directing it to the cardboard bunker for subsequent baling.
- **Debris Roll Screen** | Directly under the OCC screen, glass falls onto debris roll screens, separating glass from the rest of the material. The glass is then cleaned for improved marketability by a magnet and Nihot Air Separator.
  - **Magnet** | A magnetic removes nails, lids, and other ferrous items from the glass stream.
  - **Nihot Air Separator** | Small plastics, shredded paper and other light contaminants are removed from the heavier glass by utilizing an air stream to push light materials onto a residue line while heavier glass falls to a separate line
- **Optical Sorter** | Non-glass items that are four (4) inches or smaller travel through an optical sorter that ejects aluminum, metal, PET, HDPE natural, HDPE color, and plastics 2-7 to recover smaller recyclable materials.
- **Screens** | A series of 3 screens target different grades of 2-dimensional materials (e.g. paper, film plastic) from the 3-dimensional material (e.g. containers). These screens are adjustable to allow for different material make ups
- **Optical Sorters for Cardboard** | Material from the first and second set of screens travels through to two (2) cardboard optical sorters. Here, any remaining cardboard is ejected and separated to its designated bunker, while the remaining material falls down towards another set of three (3) optical sorters for additional quality control.
- **Optical Sorters for containers** | Three (3) optical sorters separate containers, aluminum, and metals while ejecting film plastics which travel

## EXHIBIT 19 WORK PLANS

through a vacuum tube towards the Nihot Container for film plastics. The rest of the of the material continues towards the container line.

- **Nihot Container** | The Nihot Container has a rotating drum that removes dust and dirt. Any film plastic larger than ½ inch is recovered.
- **Electro-magnetic Separator** | Ferrous metals are separated using electro-magnetic separators. All ferrous metals are stored in bunkers prior to baling.
- **Optical Sorters** | A series of 3 optical sorters separate various types of plastics from the rest of the material, including PET, HDPE and Plastics 2-7.
- **Post-Sort** | After each optical sorter are quality control stations where sorters pull off any material that isn't PET, HDPE, or Plastics 2-7 to enhance marketability of the recovered commodities.
- **Eddy Current Separator** | Non-ferrous metals (i.e. aluminum cans) are separated utilizing an eddy current separator. A magnetic rotor spins rapidly inside a non-metallic drum. Alternating magnetic charges on the belt, combined with the velocity of the conveyor, force the non-ferrous metal to repel away from the conveyor, while the other materials drop off at the end.
- **Last Chance Recovery** | After the eddy current separator are up to three (3) sorting stations to separate (1) scrap aluminum from other aluminum and (2) non-landfill material from landfill material.
- **Baler** | 2 balers prepare material for market. One machine is primarily used for mixed paper, while the other is primarily used for OCC. Both balers are adapted to use for various materials and computer systems connected to the material bunkers notify MRF employees when there is enough material accumulated for baling.

Tonnage delivered by CONTRACTOR from San Jose's SFDs, MFDs, and City Facilities will be separately weighed and recorded and after processing, are stored and sold commingled with other Recyclable Material recovered at the GreenWaste MRF.

Additionally, GreenWaste will submit a monthly report to CONTRACTOR by the 5<sup>th</sup> of the month for the preceding month's tonnage of Recyclable Material

## **EXHIBIT 19 WORK PLANS**

received from each collection vehicle. The GreenWaste report will include at a minimum: the source (i.e. SFD, MFD, City Facility), method of delivery (i.e. Roll-off, Front-End Loader, Compactor), truck number, time of delivery, tonnage delivered, and person receiving the delivery. Vehicle tare weights will also be updated at least once per year and data will be provided to CONTRACTOR.

### **C. Detailed Site Plan**

All Recyclable Materials delivered to the GreenWaste MRF by CONTRACTOR will be weighed on the inbound scale prior to being commingled for processing. Recyclable Material from CONTRACTOR collection vehicles will be unloaded onto the Recyclable Materials tipping floor. This material will then be fed via loader onto a conveyor and the processing described in the above section, **B. Operations Plan**, will commence. Both manual and mechanical sorting takes place. These mechanisms are elevated in the enclosed facility and allow for material to be dropped or fed into bunkers or bins separating commodities for baling or loose-packing and selling to market. Loose-packed and baled commodities are stored on-site until transported to market or can be stored for longer periods of time at GreenWaste's storage warehouses, as space and economics permit, located at 575 Charles Street in San Jose, adjacent the MRF.

**EXHIBIT 19  
WORK PLANS**

***E – COLLECTION OPERATIONS PLAN***

An advantage to extending a new agreement to CONTRACTOR, in the same district and sectors we currently service, is implementation of the new contract will be seamless to our customers in terms of collection schedules and systems.

CONTRACTOR intends to utilize the same collection routes and days that we currently deploy for our customers in single-family District B, all of San Jose multi-family complexes and City facilities (which may be subject to change per terms of the Agreement).

CONTRACTOR will provide the following collection services:

Single-family residents

- Weekly collection of single-family garbage and recycling from carts
- Single-family motor oil and oil filters set out in CONTRACTOR provided oil jugs and oil filter bags
- Extra single-family recycling in approved bags or bundled and cardboard cut to size
- Extra single-family garbage bags with purchased extra garbage sticker
- Weekly collection of single-family items listed above from subscription and non-subscription on-premise customers
- Collection of single-family large items (by customer request) through at least June 30, 2021

Multi-family complexes

- At least weekly collection of multi-family garbage from bins or customer-provided roll-off compactors, and recycling from bins or carts or roll-off compactors.
- Collection of multi-family large items (by customer request)
- Adjusting service and right sizing based on coordination with City's enforcement and outreach activities, following procedures in section E1 below, MFD Coordination.

City Facilities

- At least weekly collection of City facility garbage and recycling from roll-off bins, customer-provided roll-off compactors, and front-load bins

## **EXHIBIT 19 WORK PLANS**

- Collection of front-load and roll-off bins as requested for temporary special events and clean-outs

### ***E1 – MFD Coordination***

CONTRACTOR will maintain appropriate collection service levels (container sizes and collection frequencies) for MFD Service Units to maximize access to recycling while minimizing contamination of Recyclable Material and overflowing containers. When CONTRACTOR is not able to coordinate with MFD Property Management to establish appropriate service levels or use of containers due to no fault of its own, CONTRACTOR will report these instances to the CITY following the procedures described below, and/or other procedures approved by the CITY. In turn, the City shall review and enforce MFD Service compliance to the standards set forth in this Section and lead public outreach functions.

#### **A. MINIMUM SERVICE LEVELS**

The recommended minimum service level for garbage and recycling service is a combined **64** gallons per Dwelling Unit per week (equivalent to approximately 1 cubic yard of service per 3 Dwelling Units per week). This overall capacity is to be divided up where garbage capacity is equal to or greater than recycling capacity. For recycling capacity, CONTRACTOR will prioritize providing bin service over cart service. Approximately 20% of MFD complexes will require additional garbage capacity due to factors such as, minimized participation in the recycling program, increased number of occupants per unit, high turnover/move out rates, and/or routine illegal dumping. CONTRACTOR will work directly with MFD Property Managers to right-size service. Certain circumstances may require CITY's involvement for right-sizing specific service levels.

In determining the service level for MFD Service Units, CONTRACTOR will take into consideration the following, which may cause the service level to be above the minimum service level:

- Average number of persons per dwelling unit;
- History of overflowing garbage and recycling bins;
- Presence and use of locking enclosures and/or bins;
- History or known issue of illegal dumping;
- History of past enforcement actions taken on the property; and
- Turnover rate of units.

On occasion, an MFD Service Unit may not require the recommended minimum service level. CONTRACTOR may provide a written request to the CITY to waive the minimum service level for situations such as: new MFD Service Units where

## **EXHIBIT 19 WORK PLANS**

occupancy is continuously increasing as units are sold or leased, single occupancy units, senior apartments, and other locations with lower waste generation rates.

A review of accounts may be scheduled, no more than quarterly, for CONTRACTOR and CITY to discuss the actions taken related to service levels at MFD Service Units and the current level of service capacities in relation to the minimum service level.

### **B. ROUTE BALANCING**

Balanced routes benefit the CITY, CONTRACTOR, and MFD Service Unit. CONTRACTOR will review annual route audits to balance routes for both MFD RSW and MFD RRM. Shifting collection days for some properties may be necessary to increase safety, decrease trips, and maximize route efficiency where practical. Re-routing may be necessary to improve the quality of Recyclable Material collected for specific routes and will be performed at GT's discretion on an ongoing basis.

### **C. CONTAMINATED RECYCLING COORDINATION**

CONTRACTOR will take appropriate action to reduce excessive contamination of Recyclable Material by coordinating with MFD Service Units through such actions as site visits and communication with MFD Property Management. The CITY acknowledges that some MFD Service Units will require additional efforts including potential outreach actions from the City to resolve issues related to contaminated Recyclable Material. CONTRACTOR will document and report accounts with instances of excessive contamination as outlined in Article 7.3.1, and this documentation of contamination of Recyclable Material at an MFD Service Unit will include:

- Photos (date, time, and geotagged); and
- Account notes related to the MFD Service Unit describing the type of contamination (e.g., RSW, C&D, HHW, E-Waste, Other).

After three instances of contamination during a rolling 60-day period, CONTRACTOR will provide detailed documentation for each instance of contamination, including photos, account notes, and actions taken to alert MFD Property Management of the contamination following reporting protocols approved by the City.

The CITY will take appropriate actions including outreach and data analysis to decrease contamination of Recyclable Material at the MFD Service Units reported to have contamination, such as:

1. Outreach related to recycling and/or setout requirements;

## **EXHIBIT 19 WORK PLANS**

2. Load checks at the Materials Recovery Facility;
3. Review of service levels of the MFD Service Units reported, to ensure appropriate garbage and recycling capacities in relation to the number of Dwelling Units at the MFD Service Units.

CONTRACTOR will coordinate these actions with the CITY.

### **D. CONTAINER OVERFLOWS AND ENFORCEMENT COORDINATION**

To facilitate the CITY's enforcement response, CONTRACTOR will document instances of overflowing containers at MFD Service Units promptly after discovery. This documentation will include:

- Photos (date, time, and geotagged); and
- Account notes related to the MFD SERVICE UNIT, including a log of CONTRACTOR's communication efforts with MFD Property Management (phone calls, emails, on-site conversations, name of property contact(s)).

CONTRACTOR will log reports of overflowing containers in CONTRACTOR's customer service database. Accounts with three or more instances of overflowing containers during a rolling 60-day period will be reported to the CITY for review and inspection, following the reporting methodology mutually agreed upon by CONTRACTOR and CITY (e.g., online cloud-based folder provided by the CITY), that may be modified from time to time.

The CITY will review reports of overflowing containers, schedule inspections at the MFD Service Unit as appropriate, and provide follow-up communications to CONTRACTOR regarding enforcement actions and resolutions that may affect collection services. CONTRACTOR will note service changes related to enforcement action in its customer service system. The CITY's enforcement actions, subject to San Jose Municipal Code (SJMC), include, but are not limited to:

- Warning letters;
- Site visits from SJMC inspectors;
- Notices of Violations;
- Administrative citations, including potential fines;
- Mandatory upsizing of collection service.

To avoid undoing previous enforcement and service level setting, CONTRACTOR will place alerts in its customer service system on accounts for MFD Service Units that have received enforcement action and related service level changes.

**EXHIBIT 19**  
**WORK PLANS**

***F - EMPLOYEE LABOR RELATIONS PLAN***

**I. Employer History**

Since CONTRACTOR's inception, employee and labor relations have been a critical component of CONTRACTOR's success. CONTRACTOR's driver and mechanic employees are members of Teamsters Local 350 (collectively, the "Union Employees").

**II. Working Conditions Commitments**

CONTRACTOR prides itself on maintaining a commitment to its employees and assuring safe working conditions. Employees are directly involved in the development and review of new operational procedures and the review of current practices. Employees are involved in the selection of new equipment and pilot service projects.

**III. Labor Peace Commitment**

Management personnel meet with union representatives and officials to ensure that communications remain open. To the extent CONTRACTOR's service rates as set forth in Sections 20.5.1, 20.5.2, 20.5.3 and 20.5.4 are adjusted pursuant to the provisions of Sections 20.4 and 20.5 (the "RRI Adjustments"), CONTRACTOR agrees that in labor agreements which succeed the current 2017-2021 labor agreement, the CONTRACTOR will adjust the annual contract combined economics (e.g., benefits, wages, vacations, holidays, bonuses, etc.) taking into consideration criteria such as RRI, cost of living and company related factors.

**IV. Protections from Labor Discord**

CONTRACTOR's commitment to the above concepts has ensured no strikes have occurred since the beginning of CONTRACTOR's service to San Jose. Although CONTRACTOR has never experienced a strike in San Jose, CONTRACTOR has demonstrated its ability to work through labor discord through the use of its own resources and other service providers. CONTRACTOR also has developed a strike contingency plan that it can implement if necessary. In the event of a strike or other labor discord, CONTRACTOR shall implement its strike contingency plan to avoid material disruptions in service pursuant to Article 11. The strike contingency plan shall prioritize the collection of Garbage before Recyclable material. At the city's discretion, the collection of Garbage from MFD Service Units and City Facility Service Units may occur before SFD Service Units. CITY reserves the right to request additional service to MFD Service Units and City Facility Service Units during the labor action if such service is necessary to maintain public health and safety. The postponement of the collection of Recyclable Material shall be permissible, in the interests of public health and safety.



## EXHIBIT 20

### SERVICE DATA INTERFACE TECHNICAL SPECIFICATIONS

#### I. Requirements

Customers contact the haulers to initiate service level changes – such as cart upsizes and downsizes. When changes occur, the City billing records must be updated to match CONTRACTOR service level data for each SFD account. This is done through an internal process using an import file which CONTRACTOR shall submit as described below for changes occurring in the previous calendar month.

The City maintains a Customer Service System (CIS) for billing and customer service. In CIS the Account is connected to the service location address and is independent from the customer. It is identified as a 10-digit numeric field without leading zeros.

##### Timing

By the 5<sup>th</sup> day of each month, the hauler will send all current service level (item type) information for Accounts that have changes in service effective the first business day of the previous month through the last business day of the previous month.

##### Data File

Data files shall be submitted as a comma-separated value file (.csv) as specified in File Layout below. File naming convention shall be the hauler 2 digit alpha value followed by the month and year in MMY format. The hauler will submit the file via email or electronic format specified by CITY.

Hauler	File Name Format
GreenTeam SFD	GSMMYY
GreenTeam MFD	GMMYY

##### File Processing

For any Account in the data file, all service level (item type) information of the Account in CIS will be removed if the count is zero. The listed item type for that Account will be added if the count is greater than zero. All active services must be provided in the file for the Account that has had a change in service.

#### II. File Layout

Import Field Name	Field Type/Size	Exhibit A	Example
Hauler Code	Char(2)	GS or GM (required text, must be on every record. GS: SFD, GM: MFD)	
ServiceArea	Char(1)	A, B, C (Hauler District)	
Account	Char(10)	1234567890	
ItemType (see list below)	Char(10)	CRS096	
Count	Integer(4)	20	
EffectiveDate	Date(10) Format: MM/DD/YYYY	08/01/2019 (with leading zeros)	

## EXHIBIT 20

### SERVICE DATA INTERFACE TECHNICAL SPECIFICATIONS

#### III. List of Item Types: SFD

Item Type	Description
CR032	RP SFD-GB 32 gallon
CR032DP	RP SFD-GB 32 gallon Disabled
CR032OP	RP SFD-GB 32 gallon On Premise
CR064	RP SFD-GB 64 gallon
CR064DP	RP SFD-GB 64 gallon Disabled
CR064OP	RP SFD-GB 64 gallon On Premise
CR096	RP SFD-GB 96 gallon
CR096DP	RP SFD-GB 96 gallon Disabled
CR096OP	RP SFD-GB 128 gallon On Premise
CR128	RP SFD-GB 128 gallon
CR128DP	RP SFD-GB 128 gallon Disabled
CR128OP	RP SFD-GB 128 gallon On Premise
CR160	RP SFD-GB 160 gallon
CR160DP	RP SFD-GB 160 gallon Disabled
CR160OP	RP SFD-GB 160 gallon On Premise
CR192	RP SFD-GB 192 gallon
CR192DP	RP SFD-GB 192 gallon Disabled
CR192OP	RP SFD-GB 192 gallon On Premise
CR224	RP SFD-GB 224 gallon
CR224DP	RP SFD-GB 224 gallon Disabled
CR224OP	RP SFD-GB 224 gallon On Premise
CRS064	RP SFD-GB 64 gallon Shared
CRS064P	RP SFD-GB 64 gallon Shared On Prem
CRS096	RP SFD-GB 96 gallon Shared
CRS096P	RP SFD-GB 96 gallon Shared On Prem
CRSG192P	RP SFD-GB 192 gallon Shared On Prem

#### IV. List of Item Types: MFD

Item Type	Description
C251	DISMOUNT UP TO 25' 1 X WK
C501	DISMOUNT UP TO 50' 1 X WK
C751	DISMOUNT UP TO 75' 1 X WK
C1001	DISMOUNT UP TO 100' 1X WK
C1251	DISMOUNT UP TO 125' 1X WK
C1501	DISMOUNT UP TO 150' 1X WK
C1751	DISMOUNT UP TO 175' 1X WK
C2001	DISMOUNT UP TO 200' 1X WK
C2251	DISMOUNT UP TO 225' 1X WK

## EXHIBIT 20

### SERVICE DATA INTERFACE TECHNICAL SPECIFICATIONS

C2501	DISMOUNT UP TO 250' 1X WK
C2751	DISMOUNT UP TO 275' 1X WK
C3001	DISMOUNT UP TO 300' 1X WK
C252	DISMOUNT UP TO 25' 2 X WK
C502	DISMOUNT UP TO 50' 2 X WK
C752	DISMOUNT UP TO 75' 2 X WK
C1002	DISMOUNT UP TO 100' 2X WK
C1252	DISMOUNT UP TO 125' 2X WK
C1502	DISMOUNT UP TO 150' 2X WK
C1752	DISMOUNT UP TO 175' 2X WK
C2002	DISMOUNT UP TO 200' 2X WK
C2252	DISMOUNT UP TO 225' 2X WK
C2502	DISMOUNT UP TO 250' 2X WK
C2752	DISMOUNT UP TO 275' 2X WK
C3002	DISMOUNT UP TO 300' 2X WK
C253	DISMOUNT UP TO 25' 3 X WK
C503	DISMOUNT UP TO 50' 3 X WK
C753	DISMOUNT UP TO 75' 3 X WK
C1003	DISMOUNT UP TO 100' 3X WK
C1253	DISMOUNT UP TO 125' 3X WK
C1503	DISMOUNT UP TO 150' 3X WK
C1753	DISMOUNT UP TO 175' 3X WK
C2003	DISMOUNT UP TO 200' 3X WK
C2253	DISMOUNT UP TO 225' 3X WK
C2503	DISMOUNT UP TO 250' 3X WK
C2753	DISMOUNT UP TO 275' 3X WK
C3003	DISMOUNT UP TO 300' 3X WK
C254	DISMOUNT UP TO 25' 4 X WK
C504	DISMOUNT UP TO 50' 4 X WK
C754	DISMOUNT UP TO 75' 4 X WK
C1004	DISMOUNT UP TO 100' 4X WK
C1254	DISMOUNT UP TO 125' 4X WK
C1504	DISMOUNT UP TO 150' 4X WK
C1754	DISMOUNT UP TO 175' 4X WK
C2004	DISMOUNT UP TO 200' 4X WK
C2254	DISMOUNT UP TO 225' 4X WK
C2504	DISMOUNT UP TO 250' 4XWK
C2754	DISMOUNT UP TO 275' 4X WK
C3004	DISMOUNT UP TO 300' 4X WK
C255	DISMOUNT UP TO 25' 5 X WK
C505	DISMOUNT UP TO 50' 5 X WK
C755	DISMOUNT UP TO 75' 5 X WK
C1005	DISMOUNT UP TO 100' 5X WK
C1255	DISMOUNT UP TO 125' 5X WK
C1505	DISMOUNT UP TO 150' 5X WK
C1755	DISMOUNT UP TO 175' 5X WK
C2005	DISMOUNT UP TO 200' 5X WK

## EXHIBIT 20

### SERVICE DATA INTERFACE TECHNICAL SPECIFICATIONS

C2255	DISMOUNT UP TO 225' 5X WK
C2505	DISMOUNT UP TO 250' 5X WK
C2755	DISMOUNT UP TO 275' 5X WK
C3005	DISMOUNT UP TO 300' 5X WK
A11	1 CY BIN 1 X WEEK
A12	1 CY BIN 2 X WEEK
A13	1 CY BIN 3 X WEEK
A14	1 CY BIN 4 X WEEK
A15	1 CY BIN 5 X WEEK
41	DEDUCT MONTHLY 1 CY BIN
41144	MONTHLY FOR 1 CY BIN
A1+1	1.5 CY BIN 1 X WEEK
A1+2	1.5 CY BIN 2 X WEEK
A1+3	1.5 CY BIN 3 X WEEK
A1+4	1.5 CY BIN 4 X WEEK
A1+5	1.5 CY BIN 5 X WEEK
415	DEDUCT MONTHLY 1.5 CY BIN
415144	MONTHLY FOR 1.5 CY BIN
A21	2 CY BIN 1 X WEEK
A22	2 CY BIN 2 X WEEK
A23	2 CY BIN 3 X WEEK
A24	2 CY BIN 4 X WEEK
A25	2 CY BIN 5 X WEEK
42	DEDUCT MONTHLY 2 CY BIN
42144	MONTHLY FOR 2 CY BIN
A31	3 CY BIN 1 X WEEK
A32	3 CY BIN 2 X WEEK
A33	3 CY BIN 3 X WEEK
A34	3 CY BIN 4 X WEEK
A35	3 CY BIN 5 X WEEK
43	DEDUCT MONTHLY 3 CY BIN
43144	MONTHLY FOR 3 CY BIN
A41	4 CY BIN 1 X WEEK
A42	4 CY BIN 2 X WEEK
A43	4 CY BIN 3 X WEEK
A44	4 CY BIN 4 X WEEK
A45	4 CY BIN 5 X WEEK
44	DEDUCT MONTHLY 4 CY BIN
44144	MONTHLY FOR 4 CY BIN
A51	5 CY BIN 1 X WEEK
A52	5 CY BIN 2 X WEEK
A53	5 CY BIN 3 X WEEK
A54	5 CY BIN 4 X WEEK
A55	5 CY BIN 5 X WEEK
45	DEDUCT MONTHLY 5 CY BIN
45144	MONTHLY FOR 5 CY BIN
A61	6 CY BIN 1 X WEEK

## EXHIBIT 20

### SERVICE DATA INTERFACE TECHNICAL SPECIFICATIONS

A62	6 CY BIN 2 X WEEK
A63	6 CY BIN 3 X WEEK
A64	6 CY BIN 4 X WEEK
A65	6 CY BIN 5 X WEEK
46	DEDUCT MONTHLY 6 CY BIN
46144	MONTHLY FOR 6 CY BIN
A81	8 CY BIN 1 X WEEK
A82	8 CY BIN 2 X WEEK
A83	8 CY BIN 3 X WEEK
A84	8 CY BIN 4 X WEEK
A85	8 CY BIN 5 X WEEK
48	DEDUCT MONTHLY 8 CY BIN
48144	MONTHLY FOR 8 CY BIN
551	REDUCTION NO WHEELS 1X
552	REDUCTION NO WHEELS 2X
553	REDUCTION NO WHEELS 3X
554	REDUCTION NO WHEELS 4X
555	REDUCTION NO WHEELS 5X
991+2	1.5 CY COMPACTED BIN 2X WK
99021	2 CY COMPACTED BIN 1X WK
99022	2 CY COMPACTED BIN 2X WK
99031	3 CY COMPACTED BIN 1X WK
99032	3 CY COMPACTED BIN 2X WK
99033	3 CY COMPACTED BIN 3X WK
99034	3 CY COMPACTED BIN 4X WK
99041	4 CY COMPACTED BIN 1X WK
99042	4 CY COMPACTED BIN 2X WK
99043	4 CY COMPACTED BIN 3X WK
99101	10 CY RO COMPACTOR 1X WK
99121	12 CY RO COMPACTOR 1X WK
99151	15 CY RO COMPACTOR 1X WK
99161	16 CY RO COMPACTOR 1X WK
99191	19 CY RO COMPACTOR 1X WK
99201	20 CY RO COMPACTOR 1X WK
99202	20 CY RO COMPACTOR 2X WK
99203	20 CY RO COMPACTOR 3X WK
99241	24 CY RO COMPACTOR 1X WK
99251	25 CY RO COMPACTOR 1X WK
99301	30 CY RO COMPACTOR 1X WK
99302	30 CY RO COMPACTOR 2X WK
99341	34 CY RO COMPACTOR 1X WK
99351	35 CY RO COMPACTOR 1X WK
99352	35 CY RO COMPACTOR 2X WK
99401	40 CY RO COMPACTOR 1X WK

#### V. Extra Service Adjustments (MFD)

## EXHIBIT 20

### SERVICE DATA INTERFACE TECHNICAL SPECIFICATIONS

Contractor is required to submit monthly extracts of all additional on-call services requested by the customer that were completed. Files containing the details of that work must be sent to CITY by the 5<sup>th</sup> day of the month following completion of work. The list of work orders may be modified to accommodate new compactor sizes that may come online from new development or retrofits of existing accounts.

#### VI. File Layout

Import Field Name	Field Type/Size	Exhibit B	Example
Account Number	Char(10)		1234567890
Work Order Number	Char(10)		WO12345678
Completion Date	Date(10) Format: MM/DD/YYYY		08/01/2019 (with leading zeros)
Work Order Type (see list below)	Char(8)		XPKB30
Quantity	Integer(4)		1
APN	Char(8)		76543210

#### VII. List of Work Order Types

Types	Description
BINCLN	Extra GB Bin Cleaning
BINRCL	Extra RY Bin/2 Carts Cleaning
BINREX	Bin Exch MFD RY Excess 1xFY
CLADD	Cleaning-Extra 2 Carts MFD RY
CONC-1	MFD Contaminated RY Cart 1
CONC-2	MFD Contaminated RY Cart 2
CONC-3	MFD Contaminated RY Cart 3
CONC-4	MFD Contaminated RY Cart 4
CONC-5	MFD Contaminated RY Cart 5
CONC-6	MFD Contaminated RY Cart 6
CONC-7	MFD Contaminated RY Cart 7
CONC-8	MFD Contaminated RY Cart 8
CONC-9	MFD Contaminated RY Cart 9+
CONR10	MFD Contaminated 1 CY RY Bin
CONR15	MFD Contaminated 1.5 CY RY Bin
CONR20	MFD Contaminated 2 CY RY Bin
CONR30	MFD Contaminated 3 CY RY Bin
CONR40	MFD Contaminated 4 CY RY Bin
CONR50	MFD Contaminated 5 CY RY Bin

## EXHIBIT 20

### SERVICE DATA INTERFACE TECHNICAL SPECIFICATIONS

CONR60	MFD Contaminated 6 CY RY Bin
CONR80	MFD Contaminated 8 CY RY Bin
LCKCWL	Weld or Retrofit Locks-RY Cart
LCKDMG	Bin Lock Removed-Customer Dmg
LCKWLD	Welding/Retrofit of Locks/Bin
LKINSB	Lock Installed-Bin
LKRELB	Repaired Excluding Lock-Bin
LKRILB	Repaired Including Lock-Bin
LKRMD	Lock Removed Bin-Cust Req
XPB025	Extra GB Bin Push, Up to 25ft
XPB050	Extra GB Bin Push, Up to 50ft
XPB075	Extra GB Bin Push, Up to 75ft
XPB100	Extra GB Bin Push, Up to 100ft
XPB125	Extra GB Bin Push, Up to 125ft
XPB150	Extra GB Bin Push, Up to 150ft
XPB175	Extra GB Bin Push, Up to 175ft
XPB200	Extra GB Bin Push, Up to 200ft
XPKB10	Extra Collection, 1CY GB Bin
XPKB15	Extra Collection, 1.5CY GB Bin
XPKB20	Extra Collection, 2 CY GB Bin
XPKB30	Extra Collection, 3 CY GB Bin
XPKB40	Extra Collection, 4 CY GB Bin
XPKB50	Extra Collection, 5 CY GB Bin
XPKB60	Extra Collection, 6 CY GB Bin
XPKB80	Extra Collection, 8 CY GB Bin
991+XC	Extra Collection, 1.5 CY COMPACTED BIN
9902XC	Extra Collection, 2 CY COMPACTED BIN
9903XC	Extra Collection, 3 CY COMPACTED BIN
9904XC	Extra Collection, 4 CY COMPACTED BIN
9910XC	Extra Collection, 10 CY RO COMPACTOR
9912XC	Extra Collection, 12 CY RO COMPACTOR
9915XC	Extra Collection, 15 CY RO COMPACTOR
9916XC	Extra Collection, 16 CY RO COMPACTOR
9919XC	Extra Collection, 19 CY RO COMPACTOR

## EXHIBIT 20

### SERVICE DATA INTERFACE TECHNICAL SPECIFICATIONS

9920XC	Extra Collection, 20 CY RO COMPACTOR
9924XC	Extra Collection, 24 CY RO COMPACTOR
9925XC	Extra Collection, 25 CY RO COMPACTOR
9930XC	Extra Collection, 30 CY RO COMPACTOR
9934XC	Extra Collection, 34 CY RO COMPACTOR
9935XC	Extra Collection, 35 CY RO COMPACTOR
9940XC	Extra Collection, 40 CY RO COMPACTOR



**EXHIBIT 21  
RESERVED**

**EXHIBIT 22**  
**ALTERNATE PROCESSING FACILITY PLAN**

The alternate processing facility information outlined below shall be submitted by CONTRACTOR in order to secure processing capacity at an alternative facility, subject to approval by City Representative.

**A. Facility Information**

- Name and location of facility
- Permitted capacity of facility (to ensure additional tonnage is allowed under current permit
- Average tons currently processed at facility (daily, not including San Jose tons)
- Types of material to be processed at the facility
- Hours of operation at facility
- Hours of operation for processing San Jose material

**B. Operations Plan**

- Estimated number of tons delivered to facilities (daily)
- How long will material be processed at alternative MRF? If longer than five days, more information will be required (see items C and D below).
- Type of material (SFD, MFD)
- Identify if material be stored, processed and sold separately?
- Identify how will material be delivered (direct, transferred)?
- If transferred, describe transfer operations.
- Description of how contractual reporting requirements will be maintained
- Reason material needs to be processed at alternative MRF. Plan to restore operations at San Jose MRF
- How will the alternative MRF accommodate the increased tonnage: (additional shifts, more employees...)
- How will the material be processed (going through entire sort system...)

**As mentioned above, if the material is processed for longer than five days, the following additional information will be required in the alternative MRF plan:**

**C. A detailed site plan that clearly identifies the following:**

- Location materials are to be unloaded.
- Storage location for unprocessed materials.
- Location of sorting activities.
- Location of residue storage.
- Storage location of loose and baled recyclables.

**EXHIBIT 22**  
**ALTERNATE PROCESSING FACILITY PLAN**

**D. Additions to Operations Plan**

If San Jose material is being commingled, stored, processed and sold:

- Provide sampling procedure to determine residue rate at alternative facility.
- If processing both SFD and MFD material, separate samples will be required.

If San Jose material is stored, processed and sold separately from other material:

- How San Jose will keep its materials separate from other materials
- How residue will be kept separate and collected, weighed, and transported
- Tracking sales data as outlined in the Agreement

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# GT Agreement

Created:	<b>06/30/2021</b>
Status:	Signed
Transaction ID:	7a0af92c-c086-4ee4-9f4d-3afc3683ce25

## "GT Agreement" history

-  Jessica Lowry created the document.  
06/30/2021 2:53:38 AM GMT
-  Document was emailed to paul.nelson@wasteconnections.com  
06/30/2021 2:53:39 AM GMT
-  paul.nelson@wasteconnections.com signed the document.  
06/30/2021 2:59:44 AM GMT - IP address 198.190.198.1,165.225.216.245:37310
-  Document was emailed to Mark Vanni  
06/30/2021 2:59:45 AM GMT
-  Mark Vanni signed the document.  
06/30/2021 4:44:01 AM GMT - IP address 73.71.1.13:53965
-  Document was emailed to Sarah Zarate  
06/30/2021 4:44:02 AM GMT
-  Sarah Zarate signed the document.  
07/01/2021 5:18:44 AM GMT - IP address 75.51.150.123:63600
-  Document was successfully signed and filed  
07/01/2021 5:18:45 AM GMT - IP address 75.51.150.123:63600