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SOLID WASTE COLLECTION AGREEMENT

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Executed Between the

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City of San Pablo and Richmond Sanitary Service, Inc.

9

d/b/a Republic Services of Richmond.

10

11

This ____ day of ____ 2025

12

13

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86 This Solid Waste Collection Agreement (“Agreement”) is hereby entered into by and between the
87 City of San Pablo, a general law city existing under the laws of the State of California (“City”), and
88 Richmond Sanitary Service, Inc., a California Corporation (“Contractor”), as of _____, 2025, under the
89 terms and conditions set forth herein.

90
91 **RECITALS**

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

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

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

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

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

119 By Resolution No. 2024-140, the City Council of City duly approved this Agreement, together with
120 the Franchise Fee, Contractor payments to City, and other City-imposed fees provided for in the Agreement
121 (collectively “City Imposed Fees”), and found and determined that such City Imposed Fees were both
122 necessary and reasonably reflect, or are less than, the actual costs City that will incur in the administration
123 of the contracted services, compliance with mandatory state laws and regulations related to the contracted
124 services, and to mitigate the impacts contracted services will have on City streets.

OPERATIVE PROVISIONS

126
127 Now, therefore, in consideration of the mutual covenants, agreements and consideration contained
128 in this Agreement, City and Contractor agree as follows:

Article 1. Definitions

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

136 1.01 AB 341. "AB 341" means State of California Assembly Bill No. 341 approved October 5,
137 2011. AB 341 requires businesses, defined to include commercial or public entities that generate more than
138 4 cubic yards of commercial Solid Waste per week or multifamily residential dwellings of 5 units or more, to
139 arrange for Recycling services and requires jurisdictions to implement a commercial Solid Waste Recycling
140 program.

141 1.02 AB 827. "AB 827" means State of California Assembly Bill No. 827 approved October 02,
142 2019. AB 827 requires businesses that are mandated to recycle under AB 341 ("MCR") and/or mandated to
143 recycle Organic Waste under AB 1826 ("MORe") or SB 1383 and that provide customers access to the
144 business, to provide customers with a Recyclable Materials bin and/or Organic Waste Collection bin for those
145 waste streams that is visible, easily accessible, and adjacent to each Bin or Container for trash.

146 1.03 AB 939. "AB 939" or "The Act" means "The California Integrated Waste Management Act
147 of 1989", codified in part in Public Resources Code §§ 40000 et seq., and such regulations adopted by
148 California Department of Resources Recycling and Recovery (CalRecycle) for implementation of the Act, or
149 its successor agency, including but not limited to, the Jobs and Recycling Act of 2011 (AB 341), SB 1016
150 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), and the Mandatory Commercial Organics Recycling Act
151 (AB 1826).

152 1.04 AB 1594. "AB 1594" means State of California Assembly Bill No. 1594, approved
153 September 28, 2014. AB 1594 provides that as of January 1, 2020, the use of green material as Alternative
154 Daily Cover does not constitute Diversion through Recycling and would be considered Disposal.

155 1.05 Reserved.

156 1.06 AB 1826. "AB 1826" means State of California Assembly Bill No. 1826, approved
157 September 28, 2014. AB 1826 requires each jurisdiction, on and after January 1, 2016, to implement an
158 Organic Waste Recycling program to Divert from the landfill Organic Waste from businesses. Each business
159 meeting specific Organic Waste or Solid Waste generation thresholds phased in from April 1, 2016, to January
160 1, 2020, is required to arrange for Organic Waste Recycling services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

309 1.39 Contractor. "Contractor" means Richmond Sanitary Service, Inc. d/b/a Republic Services
310 of Richmond, which has entered into this Agreement.

311 1.40 County. "County" means Contra Costa County, California.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

399 1.62 Materials Recovery Facility. “Materials Recovery Facility” means the facility listed in Exhibit
400 8 to which Recyclable Materials are brought for separation into marketable Recyclable Materials.

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

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

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

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

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

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

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

421 1.65 Municipal Code. "Municipal Code" means the City of San Pablo Municipal Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

525 1.87 SFD Collection Service. “SFD Collection Service” means SFD Garbage Collection Service,
526 SFD Recyclable Materials Service, SFD Organic Waste Collection Service, and SFD Bulky Waste Collection
527 Service.

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

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

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

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

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

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

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

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

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

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

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

569 1.94 Term. “Term” means the time period or duration for which the Agreement is in effect.

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

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

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

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

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

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

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

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

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

605 **Article 2. Term of Agreement**

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

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

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

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

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

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

633 3.03 Exclusions to Exclusivity.

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

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

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

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

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

662 3.03.6 Self-Haul. Service Recipients may choose to Self-Haul Solid Waste to Disposal or
663 Processing Facilities, to the extent authorized by the Municipal Code.

664 3.03.7 Materials Generated or Accumulated During An Emergency or Disaster. During an
665 emergency or disaster, as determined by City in its sole discretion, City may enlist additional contractors or
666 other entities in the Collection, transportation, and/or Disposal of any and all types of materials that are
667 generated or accumulated. In particular, the City may choose to pursue reimbursement of disaster services
668 through the Federal Emergency Management Agency (FEMA), which would require that the associated
669 disaster services be secured via a competitive bidding process. Contractor shall not be prohibited by any
670 part of this Agreement from participating in this competitive bidding process, but City shall be free to put
671 services associated with declared disasters out to bid in accordance with FEMA requirements and enlist
672 additional contractors based on the results of that process.

673 3.04 Responsibility for Service Billing and Collection. Contractor is responsible for the billing
674 and collection of payments for Solid Waste Collection within the Service Area.

675 **Article 4. Franchise Fees and Payments**

676 4.01 Contractor's Payments to City. The Parties agree that all fees and any payments owed by
677 Contractor to City under this Agreement are the product of extensive negotiations and constitute valid
678 consideration for the rights and privileges granted to Contractor under this Agreement.

679 4.02 Reimbursement for the Cost of Procurement/Negotiation Process. Contractor shall
680 reimburse the City a one-time fee of One Hundred and Fifty Thousand Dollars (\$150,000) for the cost of the
681 Franchise Agreement solicitation, evaluation, negotiation, and award process. This fee shall be due and
682 payable on the thirtieth (30th) day after the Effective Date of the Agreement. This fee shall not be recoverable
683 via Contractor's Collection Services Rates or any other form of compensation under this Agreement.

684 4.03 Monthly Fees and Payments. The following monthly fees and payments shall be due and
685 payable on the twentieth day of the month following the end of each month for which Solid Waste Collection
686 was provided, with the first such payment being due on August 20, 2025. The City Council may adjust the
687 Monthly Fees by resolution, in which case Contractor shall be entitled to an adjustment to Maximum Service
688 Rates as a City-directed change in accordance with Section 30.01. The Monthly Fees shall be accompanied
689 at the time of payment by a written report, in a format acceptable to the City, setting forth the calculations
690 Contractor used to determine the amount due and the basis for those calculations. Figures used in the report
691 shall be taken from Contractor's general books of account, and Contractor shall retain all supporting
692 documentation in accordance with the records retention requirements in Section 22.01.

693 4.03.1 Franchise Fee. Contractor shall pay to City a Franchise Fee set by City Council
694 resolution or ordinance. The Franchise Fee shall be due and payable monthly within twenty (20) days
695 following the end of each month. If payment is not received within said twenty (20) day period, interest shall
696 accrue thereon at the maximum interest rate permitted under California law, but not to exceed ten (10)
697 percent per annum. Any such fee shall have prospective effect only; provided, however, that should any

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

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

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

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

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

727 **Article 5. General Requirements**

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

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

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

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

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

750 5.05 Commingling of Materials.

751 5.05.1 SFD Garbage Materials Collected in San Pablo. Except as expressly provided
752 herein, Contractor may not at any time commingle any SFD Garbage materials Collected pursuant to this
753 Agreement with any other materials Collected by Contractor inside or outside the City of San Pablo without
754 the express prior written authorization of the Agreement Administrator. Notwithstanding the foregoing,
755 Contractor may commingle SFD Garbage materials Collected pursuant to this Agreement with other SFD
756 Garbage materials Collected outside the City of San Pablo, provided that Contractor tracks the tonnage of
757 SFD Garbage materials Collected inside the City of San Pablo separately using a City-approved allocation
758 methodology. Changes to the allocation methodology may only be made with the express prior written
759 authorization of the Agreement Administrator. By executing this Agreement, City approves of Contractor's
760 current methodology.

761 5.05.2 Commercial Garbage Materials Collected in San Pablo. Except as expressly
762 provided herein, Contractor may not at any time commingle any Commercial Garbage materials Collected
763 pursuant to this Agreement with any other materials Collected by Contractor inside or outside the City of
764 San Pablo without the express prior written authorization of the Agreement Administrator. Notwithstanding
765 the foregoing, Contractor may commingle Commercial Garbage materials Collected pursuant to this
766 Agreement with other Commercial Garbage materials Collected outside the City of San Pablo, provided that
767 Contractor tracks the tonnage of Commercial Garbage materials Collected inside the City of San Pablo
768 separately using a City-approved allocation methodology. Changes to the allocation methodology may only
769 be made with the express prior written authorization of the Agreement Administrator. By executing this
770 Agreement, City approves of Contractor's current methodology.

771 5.05.3 Recyclable Materials. Subject to Sections 10.09.1, 11.08.3, and 12.06.4, Contractor
772 may not at any time commingle SFD or Commercial Recyclable Materials Collected pursuant to this

773 Agreement with any other material type Collected by Contractor without the express prior written
774 authorization of the Agreement Administrator. Contractor may commingle SFD and Commercial Recyclable
775 Materials Collected pursuant to this Agreement with other Recyclable Materials Collected outside the City of
776 San Pablo, provided that Contractor tracks the tonnage of SFD and Commercial Recyclable Materials
777 Collected inside the City of San Pablo separately using a City-approved allocation methodology. Changes
778 to the allocation methodology may only be made with the express prior written authorization of the
779 Agreement Administrator. By executing this Agreement, City approves of Contractor's current methodology.

780 5.05.4 Organic Waste. Subject to Sections 10.10.3, 11.09.5, and 12.07.6, Contractor may
781 not at any time commingle SFD or Commercial Organic Waste Collected pursuant to this Agreement with
782 any other material type Collected by Contractor, without the express prior written authorization of the
783 Agreement Administrator. Contractor may commingle SFD and Commercial Organic Materials Collected
784 pursuant to this Agreement with other Organic Materials Collected outside the City of San Pablo, provided
785 that Contractor tracks the tonnage of SFD and Commercial Organic Materials Collected inside the City of
786 San Pablo separately using a City-approved allocation methodology. Changes to the allocation methodology
787 may only be made with the express prior written authorization of the Agreement Administrator. By executing
788 this Agreement, City approves of Contractor's current methodology.

789 5.05.5 Commingled Garbage and Recyclables. Only in special circumstances in which
790 separate Collection Containers pose a challenge due to space or logistical constraints, and with prior written
791 authorization of the Agreement Administrator, Contractor may Collect Commercial Garbage and Recyclable
792 Materials in the same Collection Container, using a Split-bin or Unicycling, for the purposes of processing
793 Recyclable Materials for Diversion.

794 5.06 Recyclable Materials and Organic Waste Contamination. Contractor must offer the Service
795 Recipients the correct combination of Cart and Bin sizes and Collection frequency beyond the minimum
796 bundled service requirements, as necessary, that matches their unique service needs to reduce
797 contamination of Recyclable Materials and Organic Waste, and to provide service at the least cost to Service
798 Recipient. To support City's Diversion goals and Contractor's Diversion Requirements as set forth in Article
799 8, Contractor is only required to Collect and process Recyclable Materials if they have been separated by the
800 Service Recipient from Garbage and Organic Waste and will only be required to Collect Organic Waste if it
801 has been Source Separated by the Service Recipient from Garbage and Recyclable Materials.

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

812 5.07 Violations by Service Recipients. The following provisions will apply to all Commercial,
813 MFD, and SFD Service Recipients. An occurrence is defined as an event of contamination in one day,
814 meaning that two occurrences cannot occur on the same day.

815 5.07.1 Two-Month Contamination Education Period. For the first two months following
816 commencement of this Agreement, all Service Recipients will be provided educational materials and
817 instructions on methods to properly source separate generated materials within the appropriate Collection
818 Containers and prevent contamination for a particular Container (i.e., Recyclable Materials or Organic
819 Waste). During this two-month contamination education period, Contractor must Collect the contaminated
820 Container (as the Container's intended commodity) and must affix to the contaminated Container a
821 Contamination Violation Notice which contains instructions on the proper procedures for sorting Recyclable
822 Materials or Organic Waste, and must notify the Service Recipient by phone, U.S. mail, email, or in person
823 (which may be a Container tag that meets SB 1383 requirements), that for any subsequent incidents of
824 excess contamination following this two-month contamination education period, the Service Recipient may
825 be charged a contamination fee for the contaminated Container, and Contractor may increase the Collection
826 Container size, or require an additional Collection Container. Contractor's representative must also contact
827 the Service Recipient by phone, U.S. mail, email, or in person (which may be a Container tag that meets SB
828 1383 requirements) to ensure that they have the appropriate level of service for proper Collection of
829 Recyclable Materials and/or Organic Waste. Contractor must also document the contamination issue and
830 provide digital/visual documentation to the Service Recipient that clearly documents the Service Recipient's
831 on-going contamination problems. For each new service account that is created during the term of this
832 Agreement, that Service Recipient will also be given a two-month contamination education period prior to
833 the assessment of a contamination fee for the contaminated Container. The procedures for such
834 contamination education period associated with the establishment of a new service account will follow those
835 previously described in this Section during the first two months of the account contract's commencement.

836 5.07.2 Occurrences After the Two-Month Contamination Education Period. Upon
837 conclusion of the two-month contamination education period for a Service Recipient, if Contractor
838 encounters a contaminated Container (i.e., Recyclable Materials or Organic Waste), Contractor must Collect
839 the contaminated Container (as the Container's intended commodity) and must charge the Service Recipient
840 a contamination fee as set forth in Exhibit 1. Contractor must continue providing the Recyclable Materials or
841 Organic Waste Collection Services. Contractor must provide (or have provided) digital/photographic
842 documentation to the Service Recipient that clearly documents the Service Recipient's on-going
843 contamination problems and written Notices of contamination as described above. Contractor may increase
844 the Container size or Collection frequency and impose a contamination surcharge on the account for a period
845 of six months or until the Service Recipient has demonstrated no contamination for a period of three
846 consecutive months. Contractor must document contamination issue and surcharge and notify City within
847 five (5) Business Days if Contractor increases the Container size or Collection frequency for excessive
848 contamination or imposes the contamination surcharge on the account. City will consult with Contractor and
849 consider and pursue, as applicable, appropriate legal remedies against offending Service Recipients to
850 secure discontinuance of the contamination.

851 5.08 Tracking Occurrences of Contamination. Regarding Section 5.07, each Contamination
852 occurrence is tracked annually per Calendar Year. Where contamination is occurring, and occurrences are
853 consecutive and unremedied, their count shall continue across Calendar Years until remedy occurs.

854 5.09 Disputes Over Excess Contamination Charges. If Service Recipient disputes a
855 contamination charge (which must be within thirty (30) days of them being assessed), Contractor will
856 temporarily halt any contamination charge and/or increased Maximum Service Rate resulting from increasing
857 the Collection Container size, or Collection frequency, and Contractor may request a ruling by the City
858 Manager to resolve the dispute. During the pendency of any request, Contractor may restore Container size
859 or number, or Collection frequency to the prior levels. A request by Contractor to the City Manager to rule on
860 any such dispute must be filed within ten (10) Business Days of Contractor's halting of contamination charge,
861 or increased Maximum Rate, and must include written documentation and digital/visual evidence of ongoing
862 overall problems. The City Manager may request a meeting (in person or phone) with both the Service
863 Recipient and Contractor to resolve the dispute. Following such a meeting, the City Manager will rule on the
864 dispute within ten (10) Business Days, and the City Manager's decision on resolving the dispute between
865 Contractor and Service Recipient will be final. If the City Manager rules in favor of the Service Recipient,
866 Contractor will credit the disputed contamination charges or increased Maximum Service Rate. If the City
867 Manager rules in favor of Contractor, Contractor may charge Service Recipient the prior halted contamination
868 charge and/or increased Maximum Service Rate resulting from increasing the Collection Container size or
869 Collection frequency and may follow the steps in Section 7.08 for collection of delinquent accounts.

870 5.10 Overage and Correction Procedures. Contractor shall provide the Service Recipients the
871 correct combination of Collection Containers and Collection frequency that matches each Service Recipient's
872 unique service needs to enable clean, efficient, and cost-effective Collection of Solid Waste, Recyclable
873 Materials, and Organic Waste. City and Contractor agree that overflow of Solid Waste that is not properly in
874 the Service Recipient's Solid Waste Collection Containers negatively impacts public health and safety.
875 Contractor has also agreed to conduct Recycling audits and provide outreach and support to Service
876 Recipient accounts receiving the correct service level. However, if Service Recipients are found to habitually
877 overflow their Solid Waste Collection Containers (i.e., lid will not close, and/or material not contained within
878 Container), Contractor may take the steps listed below to correct Service Recipient's on-going overflow of
879 Solid Waste.

880 5.10.1 Prior Arrangements for Collection. If the Service Recipient has made prior
881 arrangements with Contractor for Collection of Solid Waste Overages, Contractor must Collect such
882 Overages as arranged, and may charge the Service Recipient the Solid Waste Overage fee (prior
883 arrangement) set forth in Exhibit 1.

884 5.10.2 No Prior Arrangements. If the Service Recipient has not made prior arrangements
885 with Contractor for Collection of Solid Waste Overage, (i) Contractor may Collect such Solid Waste Overage
886 at no additional charge as a courtesy, (ii) Contractor may not Collect the Solid Waste Overage and leave a
887 Non-Collection Notice explaining the reason for non-collection of the Solid Waste Overage, (iii) Contractor
888 may Collect the Solid Waste Overage (up to two lifts) and charge the Service Recipient the Solid Waste
889 Overage fee (no prior arrangement) set forth in Exhibit 1 as provided below, or increase the capacity or

890 frequency of Collection of the existing Collection Container(s) to match documented service needs as
891 provided below. In managing Solid Waste Overages, the following apply:

892 5.10.2.1 SFD Service Recipients – Each Occurrence. For each occurrence
893 Contractor will not Collect the Solid Waste Overage because the Collection Container could not be serviced
894 by normal operating procedures or cause spillage upon servicing, Contractor must provide written notice
895 via email, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient with the
896 date, description, and photograph of the Solid Waste Overage. Contractor's Non-Collection Notice for SFD
897 Service Recipients shall also contain instructions on (a) how to schedule a Bulky Waste Collection or (b)
898 request an additional Collection Container to eliminate future Overages. For each occurrence Contractor
899 charges a Service Recipient the Solid Waste Overage fee (no prior arrangement) set forth in Exhibit 1,
900 Contractor will document the physical condition of the Collection Container and associated Overage with
901 one or more photographs and retain this documentation for the period of at least one year.

902 5.10.2.2 Commercial and MFD Service Recipients – Each Occurrence.
903 Contractor must provide a written notice on the Container and may provide a copy of the notice via email,
904 U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient with the date,
905 description, and photograph of the Solid Waste Overage. Contractor's Non-Collection Notice for MFD
906 Service Recipients shall also contain instructions on (a) how to schedule a Bulky Waste Collection or (b)
907 request an additional Collection Container to eliminate future Overage. Contractor may Collect the Solid
908 Waste Overage and may charge the Service Recipient a Solid Waste Overage fee as set forth in Exhibit 1
909 and increase the capacity or Collection frequency of the Collection Container to match documented service
910 needs. At least ten (10) Business Days prior to increasing the Collection Container size or frequency of
911 Collection, Contractor's representative must also contact the Service Recipient by phone, U.S. mail, email,
912 or in person (which may be by Non-Collection Notice) to ensure that Service Recipient has the appropriate
913 level of service. Contractor must document Overage issue and notify City within ten (10) Business Days of
914 any changes in Service Recipient's Collection Container size or Collection frequency. The increased
915 capacity or Collection frequency will remain in effect until Contractor determines that it is no longer needed
916 to prevent Overages, which may be longer than the one Calendar Year stated above. Such determination
917 will be in Contractor's sole but reasonable discretion and will be subject to the dispute resolution procedure
918 set forth below. City will consider, and pursue as applicable, appropriate legal remedies against offending
919 Service Recipients in order to secure discontinuance of the Overages.

920 5.10.2.3 Tracking Occurrences of Solid Waste Overage. Regarding
921 Section 5.10, after twelve (12) months have passed from the last applicable Solid Waste Overage
922 occurrence, the next Solid Waste Overage occurrence will be deemed a first Solid Waste Overage
923 occurrence.

924 5.10.3 Disputes Over Container Overflow Charges. If Service Recipient disputes a Solid
925 Waste Overage charge or Container size or Collection frequency change within 30 days of the disputed
926 action, Contractor must temporarily halt Solid Waste Overage charge and/or increased Maximum Service
927 Rate resulting from increasing the Collection Container size or Collection frequency, and Contractor may
928 request a ruling by the City Manager to resolve the dispute. During the pendency of any request, Contractor
929 may restore Container size or number, or Collection frequency, to the prior levels. A request by Contractor

930 to the City Manager to rule on any such dispute must be filed within ten (10) Business Days of Contractor's
931 halting of Solid Waste Overage charge, or increased Maximum Rate, and must include written
932 documentation and digital/visual evidence of ongoing overall problems. The City Manager may request a
933 meeting (in person or phone) with both the Service Recipient and Contractor to resolve the dispute. Following
934 such a meeting, the City Manager will rule on the dispute within ten (10) Business Days, and the City
935 Manager's decision on resolving the dispute between Contractor and Service Recipient will be final. If the
936 City Manager rules in favor of the Service Recipient, Contractor must credit the disputed charge or increased
937 Maximum Service Rate. If the City Manager rules in favor of Contractor, Contractor may charge Service
938 Recipient the prior halted Solid Waste Overage charge and/or increased Maximum Service Rate resulting
939 from increasing the Solid Waste Collection Container size or Collection frequency and may follow the steps
940 in Section 7.08 for collection of delinquent accounts.

941 5.10.4 Notifying City of Habitual Overflow. Contractor shall notify the City regarding
942 Commercial and MFD Customers that habitually overflow their Containers, where habitual overflow is
943 defined as three (3) or more instances per Quarter, so that the City can take appropriate action with such
944 Customers to secure discontinuance of the Overages.

945 5.11 Ownership of Materials. Except as provided otherwise under Applicable Law, title to
946 Residential Waste, Commercial Solid Waste, Recyclable Materials, and Organic Waste will pass to Contractor
947 at such time as materials that are set out for Collection are collected and placed in Contractor's collection
948 vehicle.

949 5.11.1 Ownership of Excluded Waste. Section 5.11 notwithstanding, at no time shall title
950 to Excluded Waste pass to Contractor. Contractor shall not be deemed an owner of Excluded Waste for any
951 purpose. Excluded Waste shall at all times be considered to be owned by the generator of the waste, title
952 shall remain with the generator, and the generator shall be considered the responsible agent. In the event
953 that Excluded Waste is Collected by Republic, Republic will take action to identify who the generator is of
954 such Excluded Waste, so that title remains with the generator and is not passed to the Contractor.

955 5.12 Spillage and Litter. Contractor may not litter Premises in the process of providing Solid
956 Waste Collection or while its vehicles are on the road. Contractor must transport all materials Collected under
957 the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from
958 Contractor's vehicles. Contractor must exercise all reasonable care and diligence in providing Solid Waste
959 Collection so as to prevent spilling or dropping of Residential Waste, Commercial Solid Waste, Recyclable
960 Materials, or Organic Materials, and must immediately, at the time of occurrence, clean up such spilled or
961 dropped Residential Waste, Commercial Solid Waste, Recyclable Materials, or Organic Materials.

962 5.12.1 Contractor is not responsible for cleaning up sanitary conditions caused by the
963 carelessness of the Service Recipient; however, Contractor must clean up any material or residue that is
964 spilled or scattered by Contractor or its employees, or from Overage.

965 5.12.2 Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting
966 from Contractor's operations or equipment repair must be covered immediately with an absorptive material
967 and removed from the street surface. Contractor must document spillage (by truck type and truck

968 identification number) and notify City's stormwater compliance coordinator within ninety (90) minutes of any
969 spills resulting from Contractor's operations or equipment. When necessary, Contractor must apply a
970 suitable cleaning agent and cleaning technique to the street surface to provide adequate cleaning as
971 approved by the City's stormwater compliance coordinator to be compliant with the City's stormwater permit.

972 5.12.3 The above paragraphs notwithstanding, Contractor must clean up any spillage or
973 litter caused by Contractor within ninety (90) minutes upon notice from the City. If City deems necessary,
974 Contractor must engage a third-party environmental clean-up specialist to remove any equipment oil,
975 hydraulic fluids, or any other liquid or debris that remains on street after Contractor's own clean-up efforts.
976 If clean-up is not conducted to the satisfaction of City, City has the right to engage environmental clean-up
977 specialist to perform additional clean-up work at the expense of Contractor. In the event of Contractor's spill
978 or release of a Hazardous Substance, Contractor is responsible for promptly notifying any Federal, State,
979 County, or local governmental agency having jurisdiction over same as may be required under Federal,
980 State, County, or local law or regulation.

981 5.12.4 In the event where damage to City streets is caused by a hydraulic fluid spill (i.e.,
982 any physical damage more than a simple cosmetic stain caused by the spill), Contractor shall be responsible
983 for all repairs to return the street to the same condition as that prior to the spill. Contractor shall be
984 responsible for all clean-up activities related to the spill. Repairs and clean-up shall be performed in a manner
985 satisfactory to the City and at no cost to the City.

986 5.12.5 To facilitate immediate clean-up, Contractor's vehicles must always carry enough
987 petroleum absorbent materials, along with a broom and shovel.

988 5.13 SB 1383 Universal Roll-Out. Contractor shall provide Organic Materials Collection service
989 to all of its Customers within City who are subscribed to and pay for Solid Waste Collection service, unless
990 (i) the Customer is categorically exempted under City's Municipal Code from the requirement to subscribe for
991 Organic Materials Collection service or (ii) the Customer qualifies for and is granted a State- or City-issued
992 waiver. Contractor will work with Customers to appropriately size Collection Containers such that source-
993 separation of all materials is possible without any overflow of material, and if any disputes arise or Overages
994 occur, the City will make the final determination on proper Container size.

995 5.14 Regulations and Record Keeping. Contractor must comply with emergency notification
996 procedures required by Applicable Laws and regulatory requirements. All records required by regulations
997 must be maintained at Contractor's offices. These records must include waste manifests, waste inventories,
998 waste characterization records, inspection records, incident reports, and training records.

999 5.15 Response Times for City Requests. Upon receiving a data request or information request
1000 from City that is not covered by other timeline requirements articulated in this document, and provided that
1001 the request from City shall not take more than eight (8) hours of Contractor staff time to complete, Contractor
1002 shall compile the requested information and send back a complete response within five (5) Business Days of
1003 receipt of the request.

1004 **Article 6. Collection Service Rates**

1005 6.01 Collection Service Rates. Contractor is solely responsible for determining the rates it will
1006 charge for providing Solid Waste Collection, provided that Contractor shall not charge any Service Recipient
1007 an amount that exceeds the applicable Maximum Service Rate set forth in Exhibit 1, which may only be
1008 adjusted as provided in this Agreement.

1009 6.02 Discount as Contractor's Good Will. In exchange for the good will of the City and the
1010 general public, Contractor voluntarily agrees to discount the rate it charges for Solid Waste Collection
1011 provided to eligible Service Recipients (the "Discount") and that the Discount shall neither impact the
1012 Maximum Service Rates nor be otherwise paid for or subsidized by any other Service Recipients. Contractor
1013 shall make the Discount available to any person who demonstrates through appropriate documentation that
1014 they are: (i) 62 years of age or older; or (ii) a person of low, lower, or extremely low income, and enrolled in
1015 a discounted utility program; and (iii) the service account holder; and (iv) the head of household and occupant
1016 at the Service Unit address. Within thirty (30) days of the Commencement Date, Contractor shall provide
1017 educational materials describing and explaining the availability and how to qualify for and receive the Discount
1018 to all persons in the City currently subscribed to a discount rate program. Contractor shall thereafter advertise
1019 the availability of the Discounted services on its website throughout the Term of this Agreement and at least
1020 once per year by direct notice to all SFD Service Recipients.

1021 6.03 Adjustments to Maximum Service Rates using CPI. Beginning on January 1, 2027, and
1022 annually thereafter, Contractor shall, subject to compliance with all provisions of this Section, receive an
1023 annual adjustment to the Maximum Service Rates as set forth in Exhibit 1 to this Agreement.

1024 6.03.1 CPI Adjustment Calculation. For Rate Year 2027, beginning on January 1, 2027,
1025 and for subsequent years thereafter, the rates shall be adjusted based on one hundred percent (100%) of
1026 the average change in the CPI for the 12-month period from July 1 to June 30. Therefore, the first rate
1027 adjustment, effective January 1, 2027, will be based on the percentage change in CPI for the average CPI
1028 value from July 1, 2025, through June 30, 2026, compared to the average CPI value from July 1, 2024,
1029 through June 30, 2025, rounded to the nearest hundredth of a percent. The index to be used shall be the
1030 series CUSR0000SEHG, Water and Sewer and Garbage Collection Services in U.S. city average, all urban
1031 consumers, seasonally adjusted.

1032 6.03.2 Annual Rate Cap on Maximum Service Rates. In any Rate Year that the calculation
1033 of the CPI exceeds five percent (5%), the total adjustment for that year will equal five percent (5%) and any
1034 amount over the 5% cap will roll over and be added to the rate adjustment percentage in the following year.
1035 If the CPI is negative (after accounting for any applicable rollover percentages from prior years), there will
1036 be no CPI adjustment for that year.

1037 6.03.3 Rounding. Adjustments to the overall Maximum Service Rates shall be made only
1038 in units of one cent (\$0.01). Fractions of less than one cent (\$0.01) shall not be considered in making
1039 adjustments. All CPI indices shall be rounded at two (2) decimal places for the adjustment calculations.

1040 6.03.4 Maximum Service Rate Adjustment Report. On or before October 1 of each year of
1041 the Term, Contractor shall deliver to City a report on its proposed adjustment to the Maximum Service Rates
1042 for the subsequent calendar year (the "Adjustment Report"). The Adjustment Report shall be in a format as
1043 may be mutually agreed on between the City and Contractor and must contain or be accompanied by
1044 Contractor's adjustment calculations for the specific services performed under this Agreement during the
1045 preceding Agreement Year in Microsoft Excel or another electronic format acceptable to the City. Contractor
1046 shall be solely responsible for the cost of preparing the Adjustment Report.

1047 6.03.4.1 Corrections. In the event the City determines the Adjustment
1048 Report contains substantial errors or omissions, Contractor shall, at its sole cost, provide a corrected report
1049 to the City. A corrected report submitted after October 1 shall be treated as a late report.

1050 6.03.4.2 Late Report. If Contractor fails to submit the Adjustment Report by
1051 October 1, the City may: (1) accept and consider the late Adjustment Report if the City, in its sole and
1052 reasonable discretion, deems there is sufficient time to review and approve the proposed adjustment in
1053 time for it to be implemented on January 1; or (2) accept and consider the late Adjustment Report at its
1054 earliest convenience, in which case any approved rate adjustment shall only go into effect prospectively
1055 thirty (30) days after the City's approval. In no event shall Contractor apply any rate adjustment retroactively.

1056 6.03.4.3 No Report. If Contractor fails to provide any Adjustment Report,
1057 the Maximum Service Rate shall remain unchanged for the next calendar year.

1058 6.04 City Approval. If Contractor provides a timely Adjustment Report, the City Manager shall
1059 notify Contractor on or before December 1 whether the City has approved the requested adjustments to the
1060 Maximum Service Rates for the next Rate Year. Approval of the City Council shall be required for any
1061 requested rate adjustment of more than five percent (5%), which shall only be permitted pursuant to Section
1062 6.06 (Extraordinary Adjustments) below. The City Manager may approve all other requests or refer them to
1063 the City Council at his or her discretion.

1064 6.05 Contractor Payment for CPI review. Contractor shall be responsible for paying the City's
1065 cost of reviewing the annual CPI adjustment in the amount of **Fifteen Thousand (\$15,000)** per year. If the
1066 City determines that Contractor has made substantial errors and has not properly submitted or correctly
1067 calculated the CPI adjustment, the City may add additional costs up to **Fifteen Thousand (\$15,000)** to
1068 conduct a second review and analysis. These payment amounts shall increase annually by the CPI
1069 Adjustment Calculation in Section 6.03.1.

1070 6.06 Extraordinary Adjustments. Independent of and separate from the adjustments due to
1071 Change in Law outlined in Section 30.02, Contractor and City acknowledge that there may be infrequent
1072 extraordinary events, which, although they do not prevent either party from performing, and thus do not
1073 implicate the force majeure provisions hereof, nevertheless increase the cost of providing services above the
1074 Maximum Service Rate Adjustment articulated in Section 6.03. The obligation of the parties in such event is
1075 to act reasonably toward each other in arriving at an appropriate adjustment in rates. Accordingly, at its option,
1076 Contractor may apply to the City for an extraordinary rate adjustment should an event or circumstance arise
1077 which negatively impacts the economic operation of Contractor and which is in excess of the rate adjustment

1078 resulting from the application of Section 6.03. An extraordinary adjustment in rates will be deemed justified if
1079 it is necessary for the Contractor to make a substantial change in its operations, or substantial capital
1080 expenditure or investment to perform its obligations under this Agreement due to the occurrence of an event
1081 or circumstance which is beyond the reasonable control of Contractor. Extraordinary rate adjustments shall
1082 only be effective after approval by the City Council. Contractor applications for extraordinary rate adjustments
1083 are limited to three (3) during the Agreement term, and Contractor may not apply for an extraordinary rate
1084 adjustment in the first five (5) years of the Agreement term.

1085 6.06.1 Contractor's Burden. In the event of such an application for an extraordinary rate
1086 increase, it is understood that the Contractor shall have the burden of demonstrating to the reasonable
1087 satisfaction of the City the basis for the extraordinary increase cost. Contractor shall bear the burden of
1088 justifying its request and shall be solely responsible for the cost of preparing and submitting sufficient
1089 documentation in support of its request. City in its sole reasonable discretion may request Contractor to
1090 provide any additional information it deems necessary to fully evaluate the request, and Contractor shall be
1091 solely responsible for the cost of providing such additional information. Contractor shall allow City to review
1092 a report of its annual revenues and expenses for the services provided in the City. City shall have the right
1093 to review this information in connection with the City's review of Contractor's extraordinary rate adjustment
1094 request. With respect to any financial statements or any other information Contractor specifically designates
1095 as non-public information ("Confidential Information"), City agrees that, except as otherwise set forth in this
1096 Section: (a) it will hold in confidence all Confidential Information; (b) it will restrict the disclosure of
1097 Confidential Information within its own organization and to its agents or representatives who need to know
1098 the Confidential Information for the purposes of the request; (c) it will not disclose Confidential Information
1099 to any third party without the prior written consent of the Contractor; (d) it will not copy or reproduce any
1100 written or electronically stored Confidential Information without the prior written approval of the Contractor;
1101 and (e) it will not use Confidential Information except as required for consideration of the request. City may
1102 consider increases or decreases in Contractor's total revenues and total cost of services when reviewing an
1103 extraordinary rate adjustment request. Notwithstanding any other provision in this Section, the City will inform
1104 the Contractor upon receiving a California Public Records Act request or a subpoena for any Confidential
1105 Information by written notice delivered to the Contractor ("Notice"). The Contractor will have five (5) days
1106 from the date of the Notice to inform the City in writing of its intent to assert its confidentiality rights under
1107 this Agreement. The Contractor will then have fifteen (15) days from the date of the Notice to seek and obtain
1108 a court order or other judicial ruling to prevent the disclosure of the Confidential Information. If the Contractor
1109 fails to act within the five (5) or fifteen (15) day windows described above, the City may disclose the
1110 requested Confidential Information to the requestor or subpoenaing party. In the event Contractor seeks a
1111 court order to stay or enjoin the disclosure of the Records, Contractor agrees to indemnify and hold harmless
1112 the City, its Council, elected and appointed board or commission members, officers, employees, volunteers,
1113 and agents (collectively, "Indemnities") from and against any and all loss, liability, penalty, forfeiture, claim,
1114 demand, action, proceeding, or suit in law or equity of any and every kind and description, whether judicial,
1115 quasi-judicial, or administrative in nature, arising or resulting from or in any way connected with the subject
1116 of a CPRA, FOIA request, or subpoena for the Confidential Records. For the purposes of this Section,
1117 "Records" shall mean records created or maintained by Contractor in accordance with this Agreement,
1118 including those records that may include financial statements or Confidential Information of Contractor.
1119 Contractor's indemnity obligation shall survive the expiration or termination of this Agreement.

1157 7.03 Timing; Frequency. Contractor shall not initiate billing to any Service Unit sooner than the
1158 first day of the service period of Collections Services covered by the invoice. Contractor shall invoice Service
1159 Recipients once every month for Commercial Service Units and MFD Service Units and once every Quarter
1160 for SFD Service Units. SFD Service Units may opt to receive monthly invoices rather than quarterly invoices
1161 with no penalty. No invoice shall be due and payable sooner than the last day of the respective month or
1162 Quarter for which Solid Waste Collection is provided.

1163 7.04 Partial Month Service. If, during a month, a Service Unit is added to or deleted from
1164 Contractor's Service Area, Contractor shall pro-rate billing to the Service Recipient on a weekly basis,
1165 meaning one-fourth of the applicable Maximum Service Rate found in Exhibit 1 multiplied by the number of
1166 weeks of service provided by Contractor.

1167 7.05 Overpayments. Contractor shall refund or issue a service credit for overpayments by
1168 Service Recipients no later than 30 days after Contractor discovers or is notified of the overpayment.
1169 Contractor shall refund every overpayment that: (1) exceeds two hundred dollars (\$200) or the amount of
1170 Service Recipient's typical invoice, whichever is less; or (2) is due to the Service Recipient closing the account
1171 prior to the end of the billing period.

1172 7.06 Delinquent Service Accounts. Contractor shall report all Service Recipients whose
1173 accounts are delinquent by more than ninety (90 days) to the Agreement Administrator on a monthly basis.

1174 7.07 Contractor's Reservation of Legal Rights and Remedies. Notwithstanding any other
1175 provision of this Article, Contractor reserves its right to, and may take such action as is legally available to
1176 Contractor, to collect or cause collection of past due or over-invoiced amounts; provided, however, that
1177 Contractor shall never discontinue Solid Waste Collection to any Service Unit. Contractor may send a written
1178 notice to Service Recipient regarding payments of Billings during the current period or for a prior service
1179 period.

1180 7.08 Collection of Past Due Accounts.

1181 7.08.1 Contractor shall be responsible for collection of payment from Customers with past-
1182 due accounts ("bad debt"). Contractor shall make reasonable efforts to obtain payment from delinquent
1183 accounts through issuance of late payment notices, making at least 3 telephone requests for payments to
1184 Customer and property owner (if the owner is a different Person or entity than the Customer), offering a
1185 Customer payment plan, and suspension of service in accordance with the following.

1186 7.08.2 If a Customer's payment becomes more than one hundred twenty (120) days past
1187 due, Contractor may request approval from the City, which will not be unreasonably denied, to reduce service
1188 to that account until payment is received, providing written evidence for each account that the required
1189 collection steps have been taken. If the City approves such request, the Contractor shall provide the
1190 Customer and property owner (if the owner is different from the Customer) written notice of service reduction
1191 which includes a description of potential penalties from the City for nuisance, should it occur. All notifications
1192 and correspondence issued by Contractor shall be directed to the Customer and the owner of the property
1193 if the owner is a different Person or entity than the Customer.

1194 7.08.3 At its option, Contractor may charge Customers a late payment fee for accounts
1195 that are over sixty (60) days past due provided that Contractor provides each Customer thirty (30) days
1196 written notice of its intent to assess the late fee. The maximum late fee is subject to the City approval and
1197 reflected in Exhibit 1.

1198 7.09 Billing Accounts After Missed Collections.

1199 7.09.1 In the event of a missed Collection, wherein Containers were properly set out in a
1200 timely manner and wherein the Contractor was unable resolve the complaint by the end of the following
1201 Workday, Contractor shall credit the account of the Customer that experienced the missed Collection by a
1202 prorated amount for that missed Service.

1203 7.09.2 In the event that a Customer was subject to a missed Collection wherein Containers
1204 were properly set out in a timely manner and wherein the Contractor was unable to return and Collect the
1205 Customer's Solid Waste until the following week, that Customer shall not be subject to any Solid Waste
1206 Overage fees or otherwise be penalized or tracked for an instance of Overage.

1207 **Article 8. Diversion Requirements**

1208 8.01 Warranties and Representations. Contractor warrants that it is aware of and familiar with
1209 City's waste stream, and that it has the ability, and shall use commercially reasonable efforts to provide and
1210 employ, sufficient programs and services to ensure City will meet or exceed City's Diversion goals
1211 requirements (including, without limitation, amounts of Solid Waste to be Diverted, timeframes for Diversion,
1212 and any other requirements) as set forth in this Article, Applicable Law, and CalRecycle Regulations, and that
1213 Contractor will do so without imposing any costs or fees other than those set forth in Exhibit 1. Contractor
1214 hereby agrees to assist the City to meet or exceed, on an annual basis, the Diversion Compliance, by
1215 undertaking the actions set forth in Section 8.02. For purposes of this Agreement and Contractor's obligations
1216 outlined herein, the terms "City's Diversion", "City's Diversion goals", "Diversion Requirements", "Franchised
1217 Diversion Rate" and similar terminology means compliance with the requirements for meeting the State's fifty
1218 percent (50%) diversion rate expressed as a pounds per day per year rate as established by CalRecycle
1219 pursuant to Public Resources Code Section 41780, as Applicable Law.

1220 8.02 Contractor Required Actions. Contractor shall take all of the following actions to assist the
1221 City in meeting, on an annual basis, Diversion Compliance:

1222 8.02.1 Except for Organic Waste Collected from homeless encampments or material
1223 subject to quarantine by the California Department of Food & Agriculture, and except as provided in Sections
1224 5.06 and 5.10, Collect and deliver all Organic Waste to the Organic Waste Processing Facility for processing
1225 and Diversion.

1226 8.02.2 Except as provided in Sections 5.06 and 5.10, Collect and deliver all Recyclable
1227 Materials to the Materials Recovery Facility.

1228 8.02.3 Collect and deliver all Garbage to the Disposal Facility.

1229 8.02.4 Collect and deliver all Construction and Demolition Debris to the Materials Recovery
1230 Facility.

1231 8.02.5 Deliver all material set out for Collection in Cart, Bins, or Roll-Off Containers
1232 identified as containing Source Separated Recyclable Material to the Materials Recovery Facility for
1233 processing and Diversion.

1234 8.02.6 Deliver all material set out for Collection in Cart, Bins, or Roll-Off Containers
1235 identified as containing Source Separated Organic Waste to the Organic Waste Processing Facility for
1236 processing and Diversion.

1237 8.02.7 Only material in Garbage Carts or Garbage Bins will be delivered to the Disposal
1238 Facility for Disposal. All other material must go to the appropriate facility for full processing and Diversion.

1239 8.02.8 Contractor must take all commercially reasonable and lawful actions to maximize
1240 Diversion of materials from landfills.

1241 8.02.9 Contractor must develop and provide sufficient accurate information and data as
1242 necessary to ensure that Contractor and City annually demonstrate Diversion Compliance to CalRecycle.

1243 8.02.10 Contractor must implement public education and outreach programs as required
1244 under this Agreement.

1245 8.03 Annual Reporting. Contractor shall calculate the Diversion Compliance Rate on an annual
1246 basis and shall deliver a written report regarding the same to the City no later than February 14 of the year
1247 following the reporting period as set forth in Section 22.06.

1248 8.04 Failure of Recyclables Market. Notwithstanding any other provision of this Agreement to
1249 the contrary, where CalRecycle has determined that there are no commercially viable markets for a specific
1250 type of Recyclable Materials, or with written notice to City, Contractor is unable to identify a market for one or
1251 more Recyclable Materials despite the exercise of commercially reasonable efforts to process and market
1252 the material, and determines to Dispose of the Recyclable Material(s), such a determination shall not
1253 constitute a failure to implement service, a failure to implement a program, or an event of default hereunder.

1254 8.05 Failure to Meet Franchised Diversion Rate. If CalRecycle determines that City has failed
1255 to meet the Diversion Compliance due to Contractor's failure to undertake the actions described in this
1256 Section, Contractor must prepare, at Contractor's cost and expense, and submit a corrective action plan to
1257 City sufficient to demonstrate good faith efforts by City to comply with Diversion Compliance and that is
1258 otherwise acceptable to CalRecycle, and may be subject to Administrative Charges and Penalties as allowed
1259 under Article 25 and specified in Exhibit 5. Contractor must also submit a written corrective action plan to the
1260 City before March 15 of the year following the missed minimum Diversion requirement. Contractor's corrective
1261 action plan must specify all actions Contractor will take to ensure it will meet Diversion Compliance Rates in
1262 the future and shall be subject to the review and approval by the Agreement Administrator. Contractor must
1263 implement all measures identified in the corrective action plan at its sole cost and expense, unless the failure
1264 to meet Diversion Compliance was due to a Change in Law that has a material effect on Contractor's ability

1265 to achieve Diversion Compliance or due to the negligent acts or omissions of the City. If Contractor fails to
1266 submit an adequate corrective action plan or to fully implement a City-approved corrective action plan, it shall
1267 subject Contractor to Administrative Charges and Penalties as allowed under Article 25 and specified in
1268 Exhibit 5 in addition to any other remedies available to the City.

1269 8.06 Representations and Warranties. Contractor represents and warrants that it is aware of
1270 and familiar with the Diversion Compliance, the Applicable Laws, and City's waste stream. Contractor
1271 represents and warrants that it has the capacity, skill, and ability to undertake the actions identified in Section
1272 8.02 above without imposing any costs or fees other than those set forth in the Schedule of Maximum Service
1273 Rates, as may be adjusted as provided for in this Agreement. Where the Diversion Compliance is modified
1274 by Section 30.02.1, Contractor agrees to develop and implement such actions, programs, and measures as
1275 are necessary to bring City into compliance with the modified Diversion Compliance, and City agrees that it
1276 will meet and confer with Contractor for a period not to exceed ninety (90) days regarding such actions,
1277 programs, and measures, their implementation, and adjustments to rates reasonably necessary to effectuate
1278 same in accordance with Section 30.02.1.

1279 8.07 Mutual Cooperation. City and Contractor shall each reasonably cooperate in good faith
1280 with all efforts of the other Party to meet City's Diversion requirements under Applicable Law and the
1281 Contractor's obligations under this Article. City's obligations in this regard shall include, without limitation,
1282 making such petitions and applications as may be reasonably requested by Contractor for time extensions in
1283 meeting Diversion goals, or other exceptions from the terms of Applicable Laws, and to agree to authorize
1284 such changes to Contractor's Recyclable Materials, Organic Waste, or Solid Waste programs as may be
1285 reasonably requested by Contractor in order to achieve the minimum requirements of this Article.

1286 8.08 Contractor's Diversion Programs. Contractor shall implement the Diversion programs
1287 required under this Agreement to ensure that City and Contractor comply with all Diversion requirements
1288 under Applicable Law and the City meets or exceeds all minimum Diversion requirements under Applicable
1289 Law. Contractor shall furthermore, at its sole cost and expense, (1) assist the City in responding to inquiries
1290 from, or prepare for and attend any hearing before, CalRecycle or any other regulatory agency relating to the
1291 City's compliance with Applicable Law; prepare for and participate in CalRecycle's review of the City's SRRE;
1292 apply for any extension available under Applicable Law; develop and implement a public awareness and
1293 education program consistent with the City's SRRE and Household Hazardous Waste Element and any
1294 related requirements of Applicable Law; (2) provide the City with Recycling, source reduction, and other
1295 technical assistance as may be needed to comply with Applicable Law; and (3) advise the City of additional
1296 programs or measures Contractor can, if authorized by the City, implement to increase compliance with the
1297 Diversion requirements of Applicable Law.

1298 8.09 New Diversion Programs. If Contractor fails to meet any Diversion Compliance requirement
1299 or the City fails to meet any CalRecycle Diversion requirement, notwithstanding Contractor's implementation
1300 of all Diversion and public education programs as required by this Agreement, the City may direct Contractor
1301 to modify its Diversion and public education programs or implement new programs. Such modifications shall
1302 constitute a City-Directed Change under Section 30.01. Contractor shall not implement new Diversion
1303 programs not described in this Agreement without the City's prior consent.

1304 8.10 Nothing contained herein shall prohibit Contractor from meeting its Diversion requirements
1305 by any alternative methods or procedures, provided it complies with Applicable Law, as may be amended
1306 from time to time. Contractor's ability to meet its Diversion requirements by alternative methods per this
1307 Section is subject to Agreement Administrator review and approval.

1308 **Article 9. Service Unit Types**

1309 9.01 Service Units. Service Units include all the following categories of Premises which are in
1310 the Service Area as July 1, 2025, and all such Premises which may be added to the Service Area by means
1311 of annexation, new construction, or as otherwise set forth in this Agreement during Term of this Agreement:

1312 9.01.1 SFD Service Units. Services are specified in Article 10.

1313 9.01.2 MFD Service Units. Services are specified in Article 11.

1314 9.01.3 Commercial Service Units. Services are specified in Article 12.

1315 9.01.4 Industrial Service Units. Services are specified in Article 13.

1316 9.01.5 City Service Units. Services are specified in Article 14.

1317 9.01.6 Any question as to whether a Premises falls within one of these categories will be
1318 determined by the Agreement Administrator and the determination of the Agreement Administrator will be
1319 final.

1320 9.02 Service Unit Changes. City and Contractor acknowledge that during the Term of this
1321 Agreement it may be necessary or desirable to add or delete Service Units for which Contractor will provide
1322 Service.

1323 9.02.1 Additions and Deletions. Contractor must provide services described in this
1324 Agreement to new Service Units in Contractor's Service Area within five (5) Workdays of receipt of notice
1325 from City or the new Service Unit to begin such Service.

1326 9.03 Annexation. If, during Term of the Agreement, additional territory within or adjacent to the
1327 Contractor's Service Area is acquired by City through annexation, subject to the requirements of Public
1328 Resources Code Section 49520, Contractor agrees to provide Solid Waste Collection in such annexed area
1329 in accordance with the provisions and Maximum Service Rates set forth in this Agreement after termination
1330 of former contractor's rights to provide service have been exhausted. Such Solid Waste Collection must begin
1331 within five (5) Workdays of receipt of written notice from City. Contractor may not begin Collection Service
1332 without written authorization from City.

1333 9.04 Route Map Update. Contractor must revise the Service Unit route maps to show the
1334 addition of Service Units added due to annexation and must provide such revised maps to the Agreement
1335 Administrator as requested.

1336 9.05 Shared Service. Provided that the City updates the City Municipal Code, in collaboration
1337 with Contractor, with such Municipal Code updates that provide specifics regarding a shared service program,
1338 City businesses shall not be prohibited from sharing bins with other businesses as a single Commercial
1339 Service Unit, or from coordinating to share a single Commercial Service Unit Collection account; and City
1340 residents shall not be prohibited from sharing bins with other residents as a single SFD Service Unit, or from
1341 coordinating to share a single SFD Service Unit Collection account.

1342 **Article 10. Residential Service**

1343 10.01 SFD Conditions of Service. Except as set forth below, Contractor must provide SFD
1344 Collection Services to all SFD Units in the Service Area. The SFD Services are governed by the following
1345 terms and conditions:

1346 10.01.1 Curb Service. Except for those Service Recipients that choose to receive Bins for
1347 service, Contractor must provide SFD Collection Service to all SFD Service Units in the Service Area whose
1348 SFD Solid Waste is properly containerized in Garbage Carts; Recyclable Materials are properly
1349 containerized in Recyclable Materials Carts, except as set forth in Section 10.09.1; and Organic Wastes are
1350 properly containerized in Organic Waste Carts, except as set forth in Section 10.10.3; and where the
1351 Garbage, Recyclable Materials, and Organic Waste carts have been placed within three (3) feet of the curb,
1352 swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to
1353 by Contractor and Service Recipient that will provide safe and efficient accessibility to Contractor's Collection
1354 crew and vehicle.

1355 10.01.2 Bundled SFD Cart Service. Contractor will use a weekly Bundled SFD Solid Waste
1356 Collection Service system with one (1) 32-Gallon Black or Grey Garbage Cart, one (1) 64-Gallon Blue
1357 Recyclable Materials Cart, and one (1) 64-Gallon Green Organic Waste Cart as part of the base SFD Solid
1358 Waste Collection Service. SFD Service Recipients shall receive additional Recyclable Materials Carts and
1359 additional Organic Waste Carts to be included at no additional cost, if requested. Smaller Garbage,
1360 Recyclable Materials, and/or Organic Waste Carts with a capacity of 20 gallons, 32 gallons, or 64 gallons
1361 may be requested by Customers that can demonstrate that they (a) have cart storage space constraints and
1362 (b) do not generate sufficient quantities of a waste stream type to justify the larger size of cart. Pricing for
1363 downsizing Carts, upsizing carts, or adding additional Carts, relative to the base Bundled Service, are
1364 included in Exhibit 1.

1365 10.01.3 On-Premises Service. Notwithstanding any term or definition set forth in this
1366 Agreement, Contractor must provide Collection of SFD Garbage, Recyclable Materials, and Organic Waste
1367 on the SFD Service Recipients Premises to an SFD Service Unit as follows.

1368 10.01.3.1 At no additional cost to the SFD Service Unit. SFD Service Units
1369 where all adult Service Recipients residing therein have disabilities that prevent them from setting their
1370 Garbage, Recyclable Materials, Organic Waste Cart, or Bulky Waste at the curb for Collection, and if a
1371 request for on-premises service has been made. For Bulky Waste on-premises services, materials must be
1372 staged externally to the Dwelling Unit in a location that's accessible and visible to Contractor, as close to
1373 the Service Unit's standard curbside Collection location as is feasible for the Customer.

1374 10.01.3.2 At an additional cost to the SFD Service Unit.

1375 A. SFD Service Units where topography, steep driveways, below-grade dwellings, or
1376 limited access to public streets that prevent the SFD Service Recipient from setting their Garbage,
1377 Recyclable Materials, or Organic Waste Cart at the curb for Collection, as determined by the City and
1378 agreed by the Contractor, and if a request for on-premises service has been made.

1379 B. SFD Service Units inaccessible by standard 3- or 4-axel Collection Vehicles as
1380 determined by the Contractor and agreed by the City. Stinger/scout truck services shall be provided for the
1381 retrieval of Collection Containers from locations with accessibility constraints that make Containers difficult
1382 or impossible to access using regular trash Collection trucks.

1383 C. Contractor must offer "push services" to SFD Service Recipients other than those
1384 listed above on a subscription basis upon request for the Maximum Service Rates set forth in Exhibit 1.
1385 Push services include, but are not limited to, dismounting from the Collection Vehicle, moving the Collection
1386 Containers from their storage location for Collection, and returning the Collection Containers back to their
1387 storage location.

1388 10.01.3.3 Contractor must provide on-premises Collection Service on the
1389 same Workday that curbside Collection would otherwise be provided to the SFD Service Unit.

1390 10.02 Frequency and Scheduling of Service. SFD Collection Service must be provided one (1)
1391 time per week, on a schedule matching the City's current service schedule. SFD Collection Service must be
1392 scheduled so that all Service Units receive Garbage Collection Service, Recyclable Materials Collection
1393 Service, and Organic Waste Collection Service on the same Workday. SFD Collection Service must be
1394 provided, commencing no earlier than 6:00 a.m. and terminating no later than 5:00 p.m., Monday through
1395 Friday, except for Holidays in accordance with Section 5.03. The hours, day, or both of Collection may be
1396 extended due to extraordinary circumstances or conditions with the prior verbal or written consent of the
1397 Agreement Administrator.

1398 10.03 Manner of Collection. The Contractor must provide Collection Service with as little
1399 disturbance as possible; the Contractor must leave any Garbage, Recyclable Materials, or Organic Waste
1400 Cart in an upright position, with the lid closed, at the same point it was Collected, without obstructing alleys,
1401 roadways, driveways, sidewalks, or mailboxes. Contractor's employees providing Collection Service must
1402 follow the regular walk for pedestrians while on private property and may not trespass nor cross property to
1403 the adjoining Premises unless the occupant or owner of both properties has given permission. Care should
1404 be taken to prevent damage to property, including flowers, shrubs, and other plantings.

1405 10.03.1 Any damage caused by Contractor to Service Recipient property shall be repaired
1406 or replaced promptly.

1407 10.03.2 Notification of Accidents. Contractor shall notify City Representative of any
1408 accidents occurring within the Service Area that involve Contractor's vehicles, employees, or equipment that
1409 result in any personal injury or property damage. Such notification shall be made within twenty-four (24)
1410 hours of occurrence to City Representative via both (a) email and (b) either an in-person visit or a telephone

1411 call. If Contractor is unable to reach City Representative in person or via telephone, a voicemail is an
1412 acceptable alternative.

1413 10.04 Kitchen Food Waste Pails. In the event that Kitchen Food Waste Pails are no longer
1414 provided by the West Contra Costa Integrated Waste Management Authority, and subject to the terms and
1415 conditions of Section 30.01, Contractor must make available, upon request, Kitchen Food Waste Pails that
1416 comply with Collection Container specifications in Exhibit 3. If any changes to these specifications are
1417 adopted after the Commencement Date that results in Contractor being required to replace Collection
1418 Containers before they have been fully depreciated, Contractor will be eligible for additional compensation in
1419 accordance with Exhibit 1.

1420 10.05 Replacement of Carts. Contractor's employees must take care to prevent damage to Carts
1421 by unnecessary rough treatment. Any Cart damaged by the Contractor must be replaced by Contractor, at
1422 Contractor's expense, within five (5) Workdays at no cost or inconvenience to the Service Recipient.

1423 10.05.1 Upon notification to Contractor by City or a Service Recipient that the Service
1424 Recipient's Cart(s) has been stolen or damaged beyond repair through no fault of Contractor, Contractor
1425 must deliver a replacement Cart(s) to such Service Recipient within five (5) Workdays. Contractor must
1426 maintain records documenting all Cart replacements occurring.

1427 10.05.2 Each Service Recipient is entitled to the replacement of one (1) lost, destroyed, or
1428 stolen Cart every ten (10) years during the life of this Agreement at no cost to the Service Recipient. Except
1429 in the case of a Cart that must be replaced because of damage caused by Contractor or in the case where
1430 Contractor elects to replace a Cart rather than repair it on-site, Contractor will be compensated for the cost
1431 of those replacements in excess of one (1) per type of Cart per Service Recipient during the aforementioned
1432 10-year period within the Term of the Agreement, in accordance with the "Cart Exchange" Maximum Service
1433 Rates set forth in Exhibit 1, or as may be adjusted by the City from time to time as provided under this
1434 Agreement.

1435 10.05.3 Contractor understands and agrees that this provision is intended to be applied on
1436 a per Cart type, individual Service Recipient basis, and accordingly each Service Recipient could receive up
1437 to three (3) replacement Carts, one (1) of each type, every ten (10) years during the Term of the Agreement.

1438 10.05.4 Repair of Garbage, Recyclable Materials, and Organic Waste Carts. Contractor is
1439 responsible for the repair of Carts, including, but not limited to, hinged lids, wheels, and axles. Within five (5)
1440 Workdays of notification by the City or a Service Recipient of the need for such repairs, Contractor must
1441 repair the Cart or, if necessary, remove the Cart for repairs and deliver a replacement Cart to the Service
1442 Recipient. Collection Container repair also includes the removal of graffiti from the Collection Container.

1443 10.05.5 Cart Exchange. Upon notification to Contractor by City or a Service Recipient that
1444 a change in the size of a Cart is requested, Contractor must deliver such Cart to such Service Recipient
1445 within five (5) Workdays. Each SFD Service Unit is eligible to receive one (1) free Cart exchange per
1446 Calendar Year during the Term of this Agreement for moving to a larger Garbage, Recyclable Materials, or
1447 Organic Waste Cart size. Each SFD Service Unit is eligible to receive unlimited Cart exchanges per Calendar

1448 Year during the Term of this Agreement for moving to a smaller Garbage Cart size. Each SFD Service Unit
1449 is eligible to receive one (1) free Cart exchange per Calendar Year during the Term of this Agreement for
1450 moving to a smaller Recyclable Materials or Organic Waste Cart size, provided they meet the qualifications
1451 articulated in Section 10.01.2 above. Accordingly, Contractor will be compensated only for the cost of those
1452 exchanges in excess of one (1) per Calendar Year for those Service Units receiving larger Cart sizes, in
1453 accordance with the "Cart Exchange" service rate as set forth in Exhibit 1 or as may be adjusted this
1454 Agreement.

1455 10.05.6 Additional Cart Request. Upon notification to the Contractor by City or a Service
1456 Recipient that additional Black or Grey Carts for Garbage, Blue Carts for Recyclable Materials, or Green
1457 Carts Organic Waste are requested, Contractor shall deliver such Carts to such Service Recipient within five
1458 (5) Workdays, at the rate set forth in Exhibit 1.

1459 10.06 Ownership of Carts. Ownership of Carts is vested in the Contractor.

1460 10.07 Cleaning of Collection Containers. Once every five (5) years, starting at the date of
1461 signature of this agreement, each SFD Service Recipient is entitled to request the exchange of up to three
1462 (3) carts, one each of dirty Garbage, Recyclable Materials, and Organic Waste Carts, for clean Garbage
1463 Recyclable Materials, or Organic Waste carts. Upon receiving such a request from an SFD Service Recipient
1464 within the allowed timeframe, Contractor must replace the dirty Collection Container(s) with clean Collection
1465 Container(s). This service must be provided at no charge to the Service Recipient, so long as the service is
1466 not requested more than once every five years. In addition, regardless of whether this cleaning is requested
1467 by the Service Recipient, Contractor will ensure that all Collection Containers are exchanged on an as-needed
1468 basis so as to maintain a clean appearance and proper function. Additional exchanges beyond once every
1469 five years will be subject to the Maximum Service Rate set forth in Exhibit 1.

1470 10.08 SFD Garbage Collection Service. This service is governed by the following terms and
1471 conditions:

1472 10.08.1 Non-Collection. Contractor is not required to Collect any Garbage that is not placed
1473 in a Garbage Cart. For every event of non-collection, Contractor must provide the following written notice
1474 via email, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient: the date
1475 of the Solid Waste Non-Collection and the reason for Non-Collection. Contractor's Non-Collection Notice for
1476 SFD Service Recipients shall also contain instructions on (a) how to schedule a Bulky Waste Collection and,
1477 if relevant, (b) how to request an additional Collection Container, as well as a QR code that links to a website
1478 with all Disposal programs offered by the City. If Non-Collection occurs for some unforeseeable circumstance
1479 not listed above that the Contractor encounters and is impeded by, Contractor shall provide the same written
1480 notice as described in this Section.

1481 10.08.2 Disposal Facility. Except as set forth below, all Garbage Collected as a result of
1482 performing Solid Waste Collection must be transported to, and Disposed of, at the Disposal Facilities listed
1483 in Exhibit 8. Failure to comply with this provision may result in assessment of Administrative Charges and
1484 Penalties as specified in Exhibit 5 and may result in Contractor being in default under this Agreement.

1485 10.09 SFD Recyclable Materials Service. This service is governed by the following terms and
1486 conditions:

1487 10.09.1 Recyclable Materials - Improper Procedure. The Contractor is not required to
1488 Collect Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Solid
1489 Waste or Organic Waste. Furthermore, Contractor is not required to Collect Recyclable Materials that are
1490 contaminated through commingling with Solid Waste or Organic Waste. To address contamination,
1491 Contractor must follow the steps set forth in Section 5.07.

1492 10.09.2 Materials Recovery Facility. Except as provided in Section 5.07, all Recyclable
1493 Materials Collected as a result of performing Recycling services must be delivered to the Materials Recovery
1494 Facility listed in Exhibit 8. Failure to comply with this provision may result in assessment of Administrative
1495 Charges and Penalties as specified in Exhibit 5 and may result in Contractor being in default under this
1496 Agreement.

1497 10.09.3 Move-In/Out Collection Service. Within three (3) months of vacating or newly
1498 occupying the dwelling, at no additional charge, each SFD Customer may request that Contractor provide
1499 one on-call Move-In/Out Recyclable Material Collection Service for recyclable packaging materials such as
1500 flattened cardboard boxes, bundled newspaper, and packaging foam. This will be offered as a one-time
1501 service for each new account. This service shall only include Recyclable Materials, and in the event that the
1502 Service Recipient includes Garbage in the materials set out for Collection by Contractor, this service shall
1503 be counted as one of the SFD Service Recipient's free annual Bulky Waste Collections as set forth in Section
1504 10.11.

1505 10.09.4 Recyclable Materials - Changes to Services. Should changes in Applicable Law
1506 arise that necessitate any additions or deletions to the services described in this Section, including the type
1507 of items included as Recyclable Materials, the parties will negotiate any necessary cost changes and will
1508 enter into an Agreement amendment covering such modifications to the services to be performed and the
1509 compensation to be paid in accordance with Section 30.02 before undertaking any changes or revisions to
1510 such services.

1511 10.10 SFD Organic Waste Collection Service. This service is governed by the following terms
1512 and conditions:

1513 10.10.1 Organic Waste Processing Facility. Contractor must deliver all Collected Organic
1514 Waste to the Organic Waste Processing Facility listed in Exhibit 8 and agreed upon by the City. Failure to
1515 comply with this provision may result in assessment of Administrative Charges and Penalties as specified in
1516 Exhibit 5 and may result in Contractor being in default under this Agreement.

1517 10.10.2 Holiday Tree Collection. Contractor must Collect Holiday Trees set out at the curb
1518 for Collection during the three-week period beginning December 26th each year during the Term of this
1519 Agreement. Holiday Trees set out for Collection may either be containerized within an Organic Waste Cart
1520 or placed on the ground near the Service Unit's Collection Containers. Contractor must deliver the Collected
1521 Holiday Trees to the Organic Waste Processing Facility for Diversion through uses other than Alternative

1522 Daily Cover or Beneficial Use. This annual service will be provided at no additional charge to the Service
1523 Recipient and shall not be counted as one of the SFD Service Recipient's free annual Bulky Waste
1524 Collections as set forth in Section 10.11. Contractor is not required to Divert Holiday Trees with tinsel,
1525 flocking, or ornaments.

1526 10.10.3 Organic Waste - Improper Procedure. Contractor is not required to Collect Organic
1527 Waste if the Service Recipient does not segregate the Organic Waste from Solid Waste or Recyclable
1528 Materials. Furthermore, Contractor is not required to Collect Organic Wastes that are contaminated through
1529 commingling with Solid Waste or Recyclable Materials. Contractor will address contamination in accordance
1530 with Section 5.07.

1531 10.10.4 Home Compost Bins. In the event that home compost bins are no longer provided
1532 to the City by West Contra Costa Integrated Waste Management Authority, Contractor shall store, promote,
1533 and distribute a maximum of 300 Home Compost Bins per Calendar Year to be used by Service Recipients
1534 to Compost Organic Waste. Contractor is responsible for purchase and storage of Home Compost Bins, and
1535 Contractor is responsible for providing Home Compost Bins to SFD Service Recipients upon request, until
1536 the maximum of 500 has been reached. The services described in this Section are not effective until such
1537 time as the City and Contractor agree to a City-Directed Change per Section 30.01.

1538 10.11 SFD Bulky Waste Collection Service. This service is governed by the following terms and
1539 conditions:

1540 10.11.1 Conditions of Service. Contractor must provide SFD Bulky Waste Collection
1541 Service, including the Collection of E-Waste and U-Waste, to all SFD Service Units in the Service Area
1542 whose Bulky Waste, E-Waste, and U-Waste have been placed within three (3) feet of the curb, swale, paved
1543 surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor
1544 and Service Recipient, that will provide safe and efficient accessibility to Contractor's Collection crew and
1545 vehicle. Up to three (3) times per Calendar Year, each Service Recipient is entitled to receive Bulky Waste
1546 Disposal amounting to the equivalent of (a) one (1) Large Item (one [1] large item may be replaced by five
1547 [5] E-Waste items), (b) fifteen (15) 35-gallon bags with a maximum weight of 50 pounds per each bag, (c)
1548 four (4) 95-gallon bags with a maximum weight of 50 pounds per each bag, (d) five (5) E-Waste items, or (e)
1549 up to 1.8 cubic yards of uncontainerized Garbage or Organic Waste per Dwelling Unit for up to four (4) units
1550 at no additional cost and expense. For subsequent Collection in any Calendar Year, the Contractor shall
1551 receive compensation from the Customer at the rate for such service as set in Exhibit 1.

1552 10.11.2 Frequency of Service. Bulky Waste Collection Service will be provided on the next
1553 regular Collection day if the request is received at least ten (10) Workdays in advance of the next regular
1554 Collection day. The Service Recipient may not intentionally commingle residential Bulky Waste with other
1555 Residential Waste.

1556 10.11.3 Bulky Waste Containing Freon. In the event Contractor Collects Bulky Waste that
1557 contain Freon, Contractor must handle such Bulky Waste in a manner such that the Bulky Waste is not
1558 subject to regulation as Hazardous Waste under applicable State and Federal laws or regulations.

1559 10.11.4 Maximum Reuse and Recycling. Contractor must Dispose of Bulky Waste Collected
1560 from Service Units pursuant to this Agreement in accordance with the following hierarchy:

1561 10.11.4.1 Reuse as is (where energy efficiency is not compromised).

1562 10.11.4.2 Disassemble for reuse or Recycling.

1563 10.11.4.3 Recycle.

1564 10.11.4.4 Disposal.

1565 10.11.5 Disposal of Bulky Waste. Contractor may not landfill such Bulky Waste unless the
1566 Bulky Waste cannot be reused or recycled.

1567 **Article 11. MFD Service**

1568 11.01 MFD Conditions of Service. Except as set forth below, Contractor must provide MFD
1569 Collection Services to all MFD Units in the Service Area. The MFD Services are governed by the following
1570 terms and conditions:

1571 11.01.1 Bundled MFD Cart Service. Except for those Service Recipients that choose to
1572 receive Bins for service, Contractor must provide MFD Collection Service to all MFD Service Units in the
1573 Service Area whose MFD Solid Waste is properly containerized in Black/Grey Garbage Carts; Blue
1574 Recyclable Materials are properly containerized in Recyclable Materials Carts, except as set forth in Section
1575 11.08.3; and Organic Wastes are properly containerized in Green Organic Waste Carts, except as set forth
1576 in Section 11.09.5; and where the Garbage, Recyclable Materials, and Organic Waste carts have been
1577 placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible
1578 roadway, or other such location agreed to by Contractor and Service Recipient that will provide safe and
1579 efficient accessibility to Contractor's Collection crew and vehicle.

1580 11.01.2 Bundled MFD Bin Service. Contractor must provide MFD Solid Waste Collection
1581 Service to MFD Service Units in the Service Area that choose to receive Bins for service. MFD Collection
1582 Service shall be provided in Garbage Bins at the size and frequency as requested by the MFD Service
1583 Recipient and including at no additional cost one (1) 64-Gallon Blue Recyclable Materials Cart and one (1)
1584 64-Gallon Green Organic Waste Cart as part of the base bundled MFD Collection Service. Additional
1585 services may be requested by the MFD Service Recipient. To be exempted from MFD Recyclable Materials
1586 Service or MFD Organic Waste Collection Service, Service Recipient must apply for exemption to the
1587 Contractor. All such exemption applications must be reported and approved by the City. Additional Collection
1588 Containers or different size Collection Containers are subject to the applicable Maximum Service Rate set
1589 forth in Exhibit 1.

1590 11.01.3 On-Premises Service. Notwithstanding any term or definition set forth in this
1591 Agreement, Contractor must provide Collection of MFD Garbage, Recyclable Materials, and Organic Waste
1592 on the MFD Service Recipients Premises to an MFD Service Unit as follows.

1593 11.01.3.1 At no additional cost to the MFD Service Unit. MFD Service Units
1594 where all adult Service Recipients residing therein have disabilities that prevent them from setting their

1595 Garbage, Recyclable Materials, Organic Waste Cart, or Bulky Waste at the curb for Collection, and if a
1596 request for on-premises service has been made. For Bulky Waste on-premises services, materials must be
1597 staged externally to the Dwelling Unit in a location that's accessible and visible to Contractor, as close to
1598 the Service Unit's standard curbside Collection location as is feasible for the Customer.

1599 11.01.3.2 At an additional cost to the MFD Service Unit.

1600 A. MFD Service Units where topography, steep driveways, below-grade dwellings, or
1601 limited access to public streets that prevent the MFD Service Recipient from setting their Garbage,
1602 Recyclable Materials, or Organic Waste Cart at the curb for Collection, as determined by the City and
1603 agreed by the Contractor, and if a request for on-premises service has been made.

1604 B. MFD Service Units inaccessible by standard 3- or 4-axel Collection Vehicles as
1605 determined by the Contractor and agreed by the City. Stinger/scout truck services shall be provided for the
1606 retrieval of Collection Containers from locations with accessibility constraints that make Containers difficult
1607 or impossible to access using regular trash Collection trucks.

1608 C. Contractor must offer "push services" to MFD Service Recipients other than those
1609 listed above on a subscription basis upon request for the Maximum Service Rate set forth in Exhibit 1. Push
1610 services include, but are not limited to, dismounting from the Collection Vehicle, moving the Collection
1611 Containers from their storage location for Collection, and returning the Collection Containers back to their
1612 storage location.

1613 11.01.3.3 Contractor must provide on-premises Collection Service on the
1614 same Workday that curbside Collection would otherwise be provided to the MFD Service Unit.

1615 11.02 Frequency and Scheduling of Service. MFD Collection Service must be provided,
1616 commencing no earlier than 6:00 a.m. and terminating no later than 5:00 p.m., Monday through Friday. This
1617 service must be provided as deemed necessary and determined between Contractor and the MFD Service
1618 Unit, but such service must be received no less than one (1) time per week with no exception for Holiday(s)
1619 as set forth herein, except that Collection service scheduled to fall on a Holiday may be rescheduled as
1620 determined between the Service Unit and Contractor as long as the minimum frequency requirement is met.
1621 The size of the Container and the frequency (above the minimum) of Collection will be determined between
1622 the MFD Service Unit and Contractor. However, size and frequency must be sufficient to provide that no Solid
1623 Waste need be placed outside the Collection Container. Contractor must provide Containers as part of the
1624 Commercial Collection Maximum Service Rates set forth in Exhibit 1. Service Recipients may own and
1625 provide their own Compactor provided that the Service Recipient is completely responsible for its proper
1626 maintenance, and that such Compactor is of a type that is compatible with Contractor's equipment. Contractor
1627 shall operate equipment that is compatible with pre-existing Service Recipient-owned compactors. All other
1628 Collection Containers used by Service Recipients must be owned and supplied by Contractor.

1629 11.03 Manner of Collection. The Contractor must provide Collection Service with as little
1630 disturbance as possible; the Contractor must leave any Garbage, Recyclable Materials, or Organic Waste
1631 Cart in an upright position, with the lid closed, at the same point it was Collected, without obstructing alleys,
1632 roadways, driveways, sidewalks, or mailboxes. Contractor's employees providing Collection Service must

1633 follow the regular walk for pedestrians while on private property and may not trespass nor cross property to
1634 the adjoining Premises unless the occupant or owner of both properties has given permission. Care should
1635 be taken to prevent damage to property, including flowers, shrubs, and other plantings.

1636 11.03.1 Any damage caused by Contractor to Service Recipient property shall be repaired
1637 or replaced promptly.

1638 11.03.2 Notification of Accidents. Contractor shall notify City Representative of any
1639 accidents occurring within the Service Area that involve Contractor's vehicles, employees, or equipment that
1640 result in any personal injury or property damage. Such notification shall be made within twenty-four (24)
1641 hours of occurrence to City Representative via both (a) email and (b) either an in-person visit or a telephone
1642 call. If Contractor is unable to reach City Representative in person or via telephone, a voicemail is an
1643 acceptable alternative.

1644 11.04 Kitchen Food Waste Pails. In the event that Kitchen Food Waste Pails are no longer
1645 provided by the West Contra Costa Integrated Waste Management Authority, and subject to the terms and
1646 conditions of Section 30.01, Contractor must make available, upon request, Kitchen Food Waste Pails that
1647 comply with Collection Container specifications in Exhibit 3.

1648 11.05 Replacement of Carts. Contractor's employees must take care to prevent damage to Carts
1649 by unnecessary rough treatment. Any Cart damaged by the Contractor must be replaced by Contractor, at
1650 Contractor's expense, within five (5) Workdays at no cost or inconvenience to the Service Recipient.

1651 11.05.1 Upon notification to Contractor by City or a Service Recipient that the Service
1652 Recipient's Cart(s) has been stolen or damaged beyond repair through no fault of Contractor, Contractor
1653 must deliver a replacement Cart(s) to such Service Recipient within five (5) Workdays. Contractor must
1654 maintain records documenting all Cart replacements occurring monthly.

1655 11.05.2 Each Service Recipient is entitled to the replacement of one (1) lost, destroyed, or
1656 stolen Cart every ten (10) years during the life of this Agreement at no cost to the Service Recipient. Except
1657 in the case of a Cart that must be replaced because of damage caused by Contractor or in the case where
1658 Contractor elects to replace a Cart rather than repair it on-site, Contractor will be compensated for the cost
1659 of those replacements in excess of one (1) per type of Cart per Service Recipient during the aforementioned
1660 10-year period within the Term of the Agreement, in accordance with the "Cart Exchange" Maximum Service
1661 Rate set forth in Exhibit 1, or as may be adjusted by the City from time to time as provided under this
1662 Agreement.

1663 11.05.3 Contractor understands and agrees that this provision is intended to be applied on
1664 a per Cart type, individual Service Recipient basis, and accordingly each Service Recipient could receive up
1665 to three (3) replacement Carts, one (1) of each type, every ten (10) years during the Term of the Agreement.

1666 11.05.4 Repair of Garbage, Recyclable Materials, and Organic Waste Carts. Contractor is
1667 responsible for the repair of Carts, including, but not limited to, hinged lids, wheels, and axles. Within five (5)
1668 Workdays of notification by the City or a Service Recipient of the need for such repairs, Contractor must

1669 repair the Cart or, if necessary, remove the Cart for repairs and deliver a replacement Cart to the Service
1670 Recipient. Collection Container repair also includes the removal of graffiti from the Collection Container.

1671 11.05.5 Cart Exchange. Upon notification to Contractor by City or a Service Recipient that
1672 a change in the size of a Cart is requested, Contractor must deliver such Cart to such Service Recipient
1673 within five (5) Workdays. Each MFD Service Unit is eligible to receive one (1) free Cart exchange per
1674 Calendar Year during the Term of this Agreement for moving to a larger Garbage, Recyclable Materials, or
1675 Organic Waste Cart size. Each MFD Service Unit is eligible to receive unlimited Cart exchanges per
1676 Calendar Year during the Term of this Agreement for moving to a smaller Garbage Cart size. Each MFD
1677 Service Unit is eligible to receive one (1) free Cart exchange per Calendar Year during the Term of this
1678 Agreement for moving to a smaller Recyclable Materials or Organic Waste Cart size, provided they can
1679 demonstrate that they (a) have cart storage space constraints and (b) do not generate enough of a waste
1680 stream type to justify the larger size of cart. Accordingly, Contractor will be compensated only for the cost of
1681 those exchanges in excess of one (1) per Calendar Year for those Service Units receiving larger Cart sizes,
1682 in accordance with the "Cart Exchange" service rate as set forth in Exhibit 1 or as may be adjusted this
1683 Agreement.

1684 11.05.6 Additional Cart Request. Upon notification to the Contractor by City or a Service
1685 Recipient that additional Carts for Garbage, Recyclable Materials, or Organic Waste are requested,
1686 Contractor shall deliver such Carts to such Service Recipient within five (5) Workdays, at the rate set forth
1687 in Exhibit 1.

1688 11.05.7 Ownership of Carts. Ownership of Carts is vested in the Contractor.

1689 11.06 Cleaning of Collection Containers. Once every five (5) years, starting at the date of
1690 signature of this agreement, each MFD Service Recipient is entitled to request the exchange of up to three
1691 (3) carts, one each of dirty Garbage, Recyclable Materials, and Organic Waste Carts, for clean Garbage
1692 Recyclable Materials, or Organic Waste carts. Upon receiving such a request from an MFD Service Recipient
1693 within the allowed timeframe, Contractor must replace the dirty Collection Containers with clean Collection
1694 Containers. This service must be provided at no charge to the Service Recipient, so long as the service is not
1695 requested more than once every five years. In addition, regardless of whether this cleaning is requested by
1696 the Service Recipient, Contractor will ensure that all Collection Containers are cleaned on an as-needed basis
1697 so as to maintain a clean appearance and proper function. Additional cleanings beyond once every five years
1698 will be subject to the Maximum Service Rate set forth in Exhibit 1.

1699 11.07 MFD Garbage Collection Service. This service is governed by the following terms and
1700 conditions:

1701 11.07.1 Non-Collection. Contractor is not required to Collect any Garbage that is not placed
1702 in a Garbage Cart. In the event of non-collection, Contractor must provide the following written notice via
1703 email, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient: the date of
1704 the Solid Waste Non-Collection and the reason for Non-Collection. Contractor's Non-Collection Notice for
1705 MFD Service Recipients shall also contain instructions on (a) how to schedule a Bulky Waste Collection and,
1706 if relevant, (b) how to request an additional Collection Container, as well as a QR code that links to a website

1707 with all disposal programs offered by the City. If Non-Collection occurs for some unforeseeable circumstance
1708 not listed in this Agreement that the Contractor encounters and is impeded by, Contractor shall provide the
1709 same written notice as described in this Section.

1710 11.07.2 Disposal Facility. Except as set forth below, all Garbage Collected as a result of
1711 performing Solid Waste Collection must be transported to, and Disposed of, at the Disposal Facilities listed
1712 in Exhibit 8. Failure to comply with this provision may result in assessment of Administrative Charges and
1713 Penalties as specified in Exhibit 5 and may result in Contractor being in default under this Agreement.

1714 11.08 MFD Recyclable Materials Service. This service is governed by the following terms and
1715 conditions:

1716 11.08.1 Conditions of Service. Contractor must provide MFD Recyclable Materials Service
1717 to all MFD Service Units in the Service Area whose Recyclable Materials are properly containerized in
1718 Recyclable Materials Collection Containers except as set forth below, where the Recyclable Materials
1719 Collection Containers are accessible. The Maximum Service Rates for Contractor's MFD Recyclable
1720 Materials Services are set forth in Exhibit 1.

1721 11.08.2 Base MFD Recyclable Materials Service. All MFD Service Recipients subscribing
1722 to MFD Solid Waste Collection Service must receive weekly Collection of Recyclable Materials with a
1723 minimum of at least one 96-gallon Recyclable Materials Cart per Service Recipient and included in the
1724 Bundled Rate set forth in Exhibit 1. The actual configuration of Recyclable Materials Collection Container
1725 sizes to be provided will be based on the total equivalent volume and configured in a manner determined by
1726 the Service Recipient in consultation with Contractor.

1727 11.08.3 Recyclable Materials - Improper Procedure. The Contractor is not required to
1728 Collect Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Solid
1729 Waste or Organic Waste. Furthermore, Contractor is not required to Collect Recyclable Materials that are
1730 contaminated through commingling with Solid Waste or Organic Waste. To address contamination,
1731 Contractor must follow the steps set forth in Section 5.07.

1732 11.08.4 Materials Recovery Facility. Except as provided in Section 5.07, all Recyclable
1733 Materials Collected as a result of performing Recyclable Materials services must be delivered to the
1734 Materials Recovery Facility listed in Exhibit 8. Failure to comply with this provision may result in assessment
1735 of Administrative Charges and Penalties as specified in Exhibit 5 and may result in Contractor being in
1736 default under this Agreement.

1737 11.08.5 Move-In/Out Collection Service. Within three (3) months of a Dwelling Unit being
1738 vacated or newly occupied, for up to five (5) Dwelling Units per year, at no additional charge, each MFD
1739 Customer may request that Contractor provide one on-call Move-In/Out Recyclable Material Collection
1740 Service for recyclable packaging materials such as flattened cardboard boxes, bundled newspaper, and
1741 packaging foam. This service shall only include Recyclable Materials, and in the event that the Service
1742 Recipient includes Garbage in the materials set out for Collection by Contractor, this service shall be counted
1743 as one of the MFD Service Recipient's free annual Bulky Waste Collections as set forth in Section 11.10.

1744 11.08.6 Recyclable Materials - Changes to Services. Should changes in Applicable Law
1745 arise that necessitate any additions or deletions to the services described in this Section, including the type
1746 of items included as Recyclable Materials, the parties will negotiate any necessary cost changes and will
1747 enter into an Agreement amendment covering such modifications to the services to be performed and the
1748 compensation to be paid in accordance with Section 30.02 before undertaking any changes or revisions to
1749 such services.

1750 11.09 MFD Organic Waste Collection Service. This service is governed by the following terms
1751 and conditions:

1752 11.09.1 Base MFD Organic Waste Service. All MFD Service Recipients subscribing to MFD
1753 Garbage Collection Service must receive weekly Collection of the equivalent volume of at least one (1) 32-
1754 gallon Green Organic Waste Cart per Service Recipient included in the Bundled Service rate. The actual
1755 configuration of Organic Waste Collection Container sizes to be provided will be based on the total equivalent
1756 volume and configured in a manner determined by the Service Recipient in consultation with Contractor.
1757 Contractor may charge for MFD Organic Waste Collection as set forth in Exhibit 1 for MFD Organic Waste
1758 Service greater than the base 32-gallon Organic Waste Cart.

1759 11.09.2 Size and Frequency of Service. This service will be provided as deemed necessary
1760 and determined between Contractor and the Service Recipient, but such service must be received no less
1761 than one (1) time per week with no exception for Holiday(s) as set forth herein, except that Collection Service
1762 scheduled to fall on a Holiday may be rescheduled as determined between the Service Recipient and
1763 Contractor as long as the minimum frequency requirement is met. Service may be provided by Bin or Cart
1764 at the option of the Service Recipient. The size of the Container and the frequency (above the minimum) of
1765 Collection will be determined between the Customer and Contractor. However, size and frequency must be
1766 sufficient to provide that no Organic Waste needs be placed outside the Collection Container. Service
1767 Recipients may own and provide their own Compactor provided that the Service Recipient is completely
1768 responsible for its proper maintenance, and such Compactor is of a type that is compatible with Contractor's
1769 equipment. All other Collection Containers used by Service Recipients must be owned and supplied by
1770 Contractor.

1771 11.09.3 Organic Waste Processing Facility. Contractor must deliver all Collected Organic
1772 Waste to the Organic Waste Processing Facility listed in Exhibit 8 and agreed upon by the City. Failure to
1773 comply with this provision may result in assessment of Administrative Charges and Penalties as specified in
1774 Exhibit 5 and may result in Contractor being in default under this Agreement.

1775 11.09.4 Holiday Tree Collection. Contractor must Collect Holiday Trees set out at the curb
1776 for Collection during the three-week period beginning December 26th each year during the Term of this
1777 Agreement. Contractor must deliver the Collected Holiday Trees to the Organic Waste Processing Facility
1778 for Diversion through uses other than Alternative Daily Cover or Beneficial Use. This annual service will be
1779 provided at no additional charge to the Service Recipient and shall not be counted as one of the MFD Service
1780 Recipient's free annual Bulky Waste Collections as set forth in Section 11.10. Contractor is not required to
1781 Divert Holiday Trees with tinsel, flocking or ornaments.

1782 11.09.5 Organic Waste - Improper Procedure. Contractor is not required to Collect Organic
1783 Waste if the Service Recipient does not segregate the Organic Waste from Solid Waste or Recyclable
1784 Materials. Furthermore, Contractor is not required to Collect Organic Wastes that are contaminated through
1785 commingling with Solid Waste or Recyclable Materials. Contractor will address contamination in accordance
1786 with Section 5.07.

1787 11.10 MFD Bulky Waste Collection Service. This service is governed by the following terms and
1788 conditions:

1789 11.10.1 Conditions of Service. Contractor must provide MFD Bulky Waste Collection
1790 Service, including the Collection of E-Waste and U-Waste, to all MFD Service Units in the Service Area
1791 whose Bulky Waste, E-Waste, and U-Waste have been placed within three (3) feet of the curb, swale, paved
1792 surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor
1793 and Service Recipient, that will provide safe and efficient accessibility to Contractor's Collection crew and
1794 vehicle. Upon property manager request, each MFD Service Unit is annually entitled to receive Bulky Waste
1795 Collection of up to the equivalent of (a) three (3) Large Items (one [1] bulky item may be replaced by five [5]
1796 E-Waste items), (b) fifteen (15) 35-gallon bags with a maximum weight of 50 pounds per each bag, (c) four
1797 (4) 95-gallon bags with a maximum weight of 50 pounds per each bag, (d) five (5) E-Waste items, or (e) 1.8
1798 cubic yards of uncontainerized Garbage or Organic Waste per Dwelling Unit for up to twenty (20) units at no
1799 additional cost and expense. For subsequent Collection in any Calendar Year, the Contractor shall receive
1800 compensation from the Customer at the rate for such service as set in Exhibit 1.

1801 11.10.2 Frequency of Service. Bulky Waste Collection Service will be provided on the next
1802 regular Collection day if the request is received at least ten (10) Workdays in advance of the next regular
1803 Collection day. The Service Recipient may not intentionally commingle residential Bulky Waste with other
1804 Residential Waste.

1805 11.10.3 Bulky Waste Containing Freon. In the event Contractor Collects Bulky Waste that
1806 contain Freon, Contractor must handle such Bulky Waste in a manner such that the Bulky Waste is not
1807 subject to regulation as Hazardous Waste under applicable State and Federal laws or regulations.

1808 11.10.4 Maximum Reuse and Recycling. Contractor must Dispose of Bulky Waste Collected
1809 from Service Units pursuant to this Agreement in accordance with the following hierarchy:

- 1810 11.10.4.1 Reuse as is (where energy efficiency is not compromised).
- 1811 11.10.4.2 Disassemble for reuse or Recycling.
- 1812 11.10.4.3 Recycle.
- 1813 11.10.4.4 Disposal.

1814 11.10.5 Disposal of Bulky Waste. Contractor may not landfill such Bulky Waste unless the
1815 Bulky Waste cannot be reused or recycled.

1816

Article 12. Commercial Service

1817 12.01 Commercial Conditions of Service. Except as set forth below, Contractor must provide
1818 Commercial Collection Services to all Commercial Service Units in the Service Area, including those City
1819 Service Units listed in Exhibit 2. MFD Units serviced with Bins will abide by the requirements listed in this
1820 Section unless they conflict with the requirements listed in Article 11, in which case Article 11 requirements
1821 supersede Article 12 requirements. This service is governed by the following terms and conditions:

1822 12.01.1 Provision of Service. Contractor must provide Commercial Garbage Collection
1823 Service, Commercial Recyclable Materials Service, and Commercial Organic Waste Collection Service to
1824 all Commercial Service Units Service Units in the Service Area whose Solid Waste, Recyclable Materials,
1825 and Organic Waste are properly containerized in Collection Containers as appropriate where the Collection
1826 Containers are accessible as set forth in Section 12.01.4. Contractor must offer Garbage, Recyclable
1827 Materials, and Organic Waste Carts in 32-, 64-, and 96-gallon sizes. Contractor must offer Garbage and
1828 Recyclable Materials Bins in 1-, 2-, 3-, 4-, and 6-cubic-yard sizes and must offer Organic Waste Bins in 1-,
1829 2-, and 3-cubic-yard sizes. Contractor may offer Roll-off Containers in 10-, 20-, 30-, and 40-cubic-yard sizes.
1830 Contractor must also either provide Collection Service from Compactors that are owned by Commercial
1831 Service Units or provide Compactors for Commercial Service Units to use for Collection Service, for the
1832 Maximum Service Rates set forth in Exhibit 1. The size of the Container and the frequency (above the
1833 minimum) of Collection will be determined between the Service Recipient and Contractor. However, the size
1834 and frequency must be sufficient to provide that no Garbage, Recyclable Materials, or Organic Waste need
1835 be placed outside the Collection Container. The base Commercial Collection Service will include Commercial
1836 Recyclable Materials Service as described in Section 12.06 below, and Commercial Organic Waste
1837 Collection Service as described in Section 12.07 below.

1838 12.01.2 Bundled Service. For the Commercial Solid Waste Collection Service system,
1839 Contractor shall provide Garbage Bins as requested by the Commercial Service Recipient and include at no
1840 additional cost one (1) 64-Gallon Blue Recyclable Materials Cart and one (1) 64-Gallon Green Organic
1841 Waste Cart service as part of the base bundled Commercial Collection Service. Additional services may be
1842 requested by the Commercial Service Recipient. To be exempted from Commercial Recyclable Materials
1843 Service or Commercial Organic Waste Collection Service, Service Recipient must apply for exemption to
1844 the Contractor. All such exemption applications must be reported and approved by the City.

1845 12.01.3 Hours of Collection. Commercial Collection Service must be provided commencing
1846 no earlier than 4:00 a.m., and terminating no later than 7:00 p.m., Monday through Saturday, except for
1847 Holidays. The hours, day, or both of Collection may be extended due to extraordinary circumstances or
1848 conditions with the prior verbal or written consent of the Agreement Administrator.

1849 12.01.4 Accessibility. Contractor must Collect all Collection Containers that are readily
1850 accessible to Contractor's crew and vehicles and not blocked. However, Contractor must provide "push
1851 services" and "stinger/scout truck services" as necessary upon request during the provision of Commercial
1852 Collection Services for the Maximum Service Rate set forth in Exhibit 1. Push services include, but are not
1853 limited to, dismounting from the Collection Vehicle, moving the Collection Containers from their storage
1854 location for Collection, and returning the Collection Containers back to their storage location, relocking the

1855 storage enclosure if a lock is included. Stinger/scout truck services provide for the retrieval of Collection
1856 Containers from locations with accessibility constraints that make Containers difficult or impossible to access
1857 using regular trash Collection trucks.

1858 12.01.5 Manner of Collection. Contractor must provide Commercial Collection Service
1859 consistent with Section 8.12.070 of the San Pablo Municipal Code with as little disturbance as possible and
1860 must leave any Collection Container in an upright position, with the lid closed, at the same point it originally
1861 located, without obstructing alleys, roadways, driveways, sidewalks, or mailboxes.

1862 12.02 Containers. At the start of this Agreement, Contractor must supply new Carts to Service
1863 Recipients not currently receiving Commercial Recyclable Materials Service and/or Commercial Organic
1864 Waste Collection Service, as well as Bins and Roll-off Containers in good condition that comply with Collection
1865 Container specifications in Exhibit 3. If any changes to these specifications are adopted after the
1866 Commencement Date that results in Contractor being required to replace Collection Containers before they
1867 have been fully depreciated, Contractor will be eligible for additional compensation in accordance with Section
1868 30.02.

1869 12.02.1 Purchase and Distribution of Collection Containers for New Commercial Service
1870 Units. Contractor must also distribute newly painted Collection Containers as specified in Exhibit 3 to new
1871 Commercial and MFD Service Units that are added to Contractor's Service Area during the Term of this
1872 Agreement. The size and mix of the Collection Containers will be in accordance with the service agreement
1873 obtained by Contractor as set forth in this Agreement and the distribution must be completed within five (5)
1874 Workdays of receipt of the request for service.

1875 12.02.2 Replacement of Collection Containers. Contractor's employees must avoid damage
1876 to Collection Containers by unnecessary rough treatment. Any Collection Container damaged by the
1877 Contractor must be replaced by Contractor, at Contractor's expense, within five (5) Workdays at no cost or
1878 inconvenience to the Service Recipient.

1879 12.02.2.1 Each Commercial Service Unit is entitled to the replacement of
1880 one (1) lost, destroyed, or stolen Garbage, Recyclable Materials, and Organic Collection Container every
1881 ten (10) years during the life of this Agreement at no cost to the Service Unit. Accordingly, Contractor will
1882 be compensated for the cost of those replacements in excess of one (1) Garbage, Recyclable Materials,
1883 and Organic Collection Container per Commercial Service Unit during the aforementioned 10-year period
1884 within the Term of the Agreement, in accordance with the "Collection Container Exchange" Maximum
1885 Service Rate, as appropriate, set forth in Exhibit 1. Contractor must deliver a replacement Collection
1886 Container to such Service Unit within five (5) Workdays.

1887 12.02.3 Repair of Collection Containers. Contractor is responsible for repair of Collection
1888 Containers. Within five (5) Workdays of notification by City or a Service Recipient of the need for such
1889 repairs, Contractor must repair the Collection Container or, if necessary, remove the Collection Container
1890 for repairs and deliver a replacement Collection Container to the Service Recipient. Collection Container
1891 repair also includes the removal of graffiti from the Collection Container.

1892 12.02.4 Collection Container Exchange. Upon notification to Contractor by City or a Service
1893 Recipient that a change in their Collection Containers is required, for reasons beyond those outlined in
1894 Section 12.02.2, Contractor must deliver such Collection Containers to such Service Recipient within five (5)
1895 Workdays. Each Commercial Service Unit is eligible to receive one (1) free Collection Container exchange
1896 per Calendar Year during the Term of this Agreement. Contractor is allowed to charge the Service Unit for
1897 the cost of those exchanges in excess of one (1) Collection Container exchange per Calendar Year, in
1898 accordance with the appropriate "Collection Container Exchange" service rate set forth in Exhibit 1 as may
1899 be adjusted by City under this Agreement. Additional Collection Containers or different size Collection
1900 Containers are subject to the applicable Maximum Service Rate set forth in Exhibit 1.

1901 12.03 Ownership of Collection Containers. Ownership of Collection Containers distributed by
1902 Contractor is vested in Contractor.

1903 12.04 Cleanliness of Collection Containers. Once every five (5) years, starting at the date of
1904 signature of this agreement, each Commercial Service Recipient is entitled to request the exchange of up to
1905 three (3) Collection Containers, one each of dirty Garbage, Recyclable Materials, and Organic Waste
1906 Containers, for clean Garbage, Recyclable Materials, or Organic Waste Containers. Upon receiving such a
1907 request from a Commercial Service Recipient within the allowed timeframe, Contractor must replace the dirty
1908 Collection Containers with clean Collection Containers. This service must be provided at no charge to the
1909 Service Unit, so long as the service is not requested more than once every five years. In addition, regardless
1910 of whether this exchange is requested by the Service Unit, Contractor will ensure that all Collection Containers
1911 are exchanged on an as-needed basis so as to maintain a clean appearance and proper function. Additional
1912 exchanges beyond once every five years will be subject to the Maximum Service Rate set forth in Exhibit 1.

1913 12.05 Commercial Garbage Collection Service.

1914 12.05.1 Conditions of Service. Contractor must provide Commercial Garbage Collection
1915 Service to all Commercial Service Units in the Service Area whose Garbage is properly containerized in
1916 Garbage Collection Containers, where the Garbage Collection Containers are accessible.

1917 12.05.2 Size and Frequency of Service. This service must be provided as deemed
1918 necessary and determined between Contractor and the Commercial Service Unit, but such service must be
1919 received no less than one (1) time per week with no exception for Holiday(s) as set forth herein, except that
1920 Collection service scheduled to fall on a Holiday may be rescheduled as determined between the Service
1921 Unit and Contractor as long as the minimum frequency requirement is met. The size of the Container and
1922 the frequency (above the minimum) of Collection will be determined between the Commercial Service Unit
1923 and Contractor. However, size and frequency must be sufficient to provide that no Solid Waste need be
1924 placed outside the Collection Container. Contractor must provide Containers as part of the Commercial
1925 Collection Maximum Service Rates set forth in Exhibit 1. Service Recipients may own and provide their own
1926 Compactor provided that the Service Recipient is completely responsible for its proper maintenance, and
1927 that such Compactor is of a type that is compatible with Contractor's equipment. All other Collection
1928 Containers used by Service Recipients must be owned and supplied by Contractor.

1929 12.05.3 Non-Collection. Contractor is not required to Collect any Commercial Solid Waste
1930 that is not placed in a Garbage Collection Container if such Commercial Solid Waste is outside the Garbage
1931 Collection Container because of overflow. In the event of non-collection, Contractor must provide the
1932 following written notice via email, U.S. mail, or in person (which may be by Non-Collection Notice) to the
1933 Service Recipient: the date of the Solid Waste Non-Collection and the reason for Non-Collection.
1934 Contractor's Non-Collection Notice for Commercial Service Recipients shall also contain instructions on how
1935 to request an additional Collection Container, if relevant. If Non-Collection occurs for some unforeseeable
1936 circumstance not listed in this Agreement that the Contractor encounters and is impeded by, Contractor shall
1937 provide the same written notice as described in this Section.

1938 12.05.4 Disposal Facility. All Solid Waste Collected as a result of performing Commercial
1939 Solid Waste Collection must be transported to, and Disposed of at, the Disposal Facility. Failure to comply
1940 with this provision may result in assessment of Administrative Charges and Penalties as specified in Exhibit
1941 5 and may result in Contractor being in default under this Agreement.

1942 12.06 Commercial Recyclable Materials Service. This service is governed by the following terms
1943 and conditions:

1944 12.06.1 Conditions of Service. Contractor must provide Commercial Recyclable Materials
1945 Service to all Commercial Service Units in the Service Area whose Recyclable Materials are properly
1946 containerized in Recyclable Materials Collection Containers, except as set forth below, where the Recyclable
1947 Materials Collection Containers are accessible. The Maximum Service Rates for Contractor's Commercial
1948 Recyclable Materials Services are set forth in Exhibit 1.

1949 12.06.2 Base Commercial Recyclable Materials Service. All Commercial Service Recipients
1950 subscribing to Commercial Solid Waste Collection Service must receive weekly Collection of Recyclable
1951 Materials with a minimum of at least one 96-gallon Blue Recyclable Materials Cart per Service Recipient at
1952 no additional cost as part of the base service and included in the Bundled Rate set forth in Exhibit 1. The
1953 actual configuration of Recyclable Materials Collection Container sizes to be provided will be based on the
1954 total equivalent volume and configured in a manner determined by the Service Recipient in consultation with
1955 Contractor.

1956 12.06.3 Size and Frequency of Service. This service will be provided as deemed necessary
1957 and determined between Contractor and the Service Recipient, but such service must be received no less
1958 than one (1) time per week with no exception for Holiday(s) as set forth herein, except that Collection service
1959 scheduled to fall on a Holiday may be rescheduled as determined between the Service Recipient and
1960 Contractor as long as the minimum frequency requirement is met. Service may be provided by Collection
1961 Container at the option of the Service Recipient. The size of the Collection Container and the frequency
1962 (above the minimum) of Collection will be determined between the Service Recipient and Contractor.
1963 However, size and frequency must be sufficient to provide that no Recyclable Materials need be placed
1964 outside the Collection Container. Contractor may charge for Commercial Recyclable Materials Services
1965 above the weekly trash volume equivalent and must provide Recyclable Materials Collection Containers as
1966 a part of the Bundled Service with rates set forth in Exhibit 1. Service Recipients may own and provide their
1967 own Compactor provided that the Service Recipient is completely responsible for its proper maintenance,

1968 and that such Compactor is of a type that is compatible with Contractor's equipment. All other Collection
1969 Containers used by Service Recipients must be owned and supplied by Contractor.

1970 12.06.4 Recyclable Materials - Improper Procedure. Contractor is not required to Collect
1971 Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Commercial
1972 Solid Waste and Organic Waste. Furthermore, Contractor is not required to Collect Recyclable Materials
1973 that are contaminated through commingling with Solid Waste or Organic Waste. To address contamination,
1974 Contractor must follow the steps as set forth in Section 5.07.

1975 12.06.5 Materials Recovery Facility. All Recyclable Materials Collected as a result of
1976 performing Recyclable Materials Services must be delivered to the Materials Recovery Facility listed in
1977 Exhibit 8. Failure to comply with this provision may result in assessment of Administrative Charges and
1978 Penalties as specified in Exhibit 5 and may result in Contractor being in default under this Agreement.

1979 12.06.6 Recyclable Materials - Changes to Work. Should changes in law arise that
1980 necessitate any additions or deletions to the work described herein including the type of items included as
1981 Recyclable Materials, the parties will negotiate any necessary cost changes and will enter into an Agreement
1982 amendment covering such modifications to the work to be performed and the compensation to be paid in
1983 accordance with Section 30.02 before undertaking any changes or revisions to such work.

1984 12.06.7 Additional Recyclable Materials Collection Containers. Contractor must provide
1985 additional Recyclable Materials Collection Containers to Commercial Service Recipients above the minimum
1986 requirements within five (5) days of request and may charge for such additional capacity set forth in Exhibit
1987 1 provided that additional Collection Containers are used by Service Recipients for the purposes of setting
1988 out additional Recyclable Materials for regular weekly Commercial Recyclable Materials Service.

1989 12.07 Commercial Organic Waste Collection Service. This service is governed by the following
1990 terms and conditions:

1991 12.07.1 Conditions of Service. Contractor must provide Commercial Organic Waste
1992 Collection Service to all Commercial Service Units in the Service Area whose Organic Waste is properly
1993 containerized in Organic Collection Containers, where the Organic Waste Collection Containers are
1994 accessible. Contractor will conduct a site visit with each non-exempt Service Recipient to determine the
1995 specific materials to be included in the Service Recipient's Organic Waste Collection (i.e., Food Waste,
1996 Green Waste, combined Food and Green Waste). Contractor will charge for Collection of Organic Waste
1997 within the Bundled Service rate specified in Exhibit 1. For Organic Waste Collected in Collection Containers
1998 beyond the size specified in the Bundled Service rate, Contractor will charge at the rate set forth in Exhibit
1999 1. Contractor agrees that not all Service Units will elect to receive Organic Waste Collection Service in Carts,
2000 and that Contractor will provide Organic Waste Collection Bins upon request and as necessary. Service
2001 Recipients may elect to add Green Waste only Collection Bins to their service at pricing included in Exhibit
2002 1. Contractor will provide enough Collection Containers and at a Collection frequency to allow for any such
2003 Service Unit to utilize the Collection of Organic Waste. Commercial Organic Waste Collection will occur
2004 Monday through Saturday upon request and as necessary. City shall provide Contractor a list of the names

2005 and addresses of Commercial Service Units that are approved by City for exemption from Organic Waste
2006 Collection.

2007 12.07.2 Organic Waste Processing Facility. Contractor must deliver all Collected Organic
2008 Waste to the Organic Waste Processing Facility listed in Exhibit 8. Failure to comply with this provision may
2009 result in assessment of Administrative Charges and Penalties as specified in Exhibit 5 and may result in
2010 Contractor being in default under this Agreement.

2011 12.07.3 Organic Waste Collection Frequency. Contractor must comply with CalRecycle
2012 Collection frequency requirements as they may apply during the Term of this Agreement. If any such
2013 changes to Collection frequency are adopted after Commencement Date that result in Contractor being
2014 allowed to reduce the frequency of Garbage or Organic Waste Collection, or otherwise cause Contractor to
2015 reduce its Collection costs as a result in a change in Garbage or Organic Waste Collection frequency,
2016 Contractor must provide City with its estimate of its reduced costs and shall make adjustments to the
2017 Maximum Service Rates.

2018 12.07.4 Base Commercial Organic Waste Service. All Commercial Service Recipients
2019 subscribing to Commercial Garbage Collection Service must receive weekly Collection of the equivalent
2020 volume of at least one (1) 32-gallon Green Organic Waste Cart per Service Recipient at no additional cost
2021 as part of the base service included in the Bundled Service rate. The actual configuration of Organic Waste
2022 Collection Container sizes to be provided will be based on the total equivalent volume and configured in a
2023 manner determined by the Service Recipient in consultation with Contractor. Contractor may charge for
2024 Commercial Organic Waste Collection as set forth in Exhibit 1 for Commercial Organic Waste Service
2025 greater than the base 32-gallon Organic Waste Cart.

2026 12.07.5 Size and Frequency of Service. This service will be provided as deemed necessary
2027 and determined between Contractor and the Service Recipient, but such service must be received no less
2028 than one (1) time per week with no exception for Holiday(s) as set forth herein, except that Collection service
2029 scheduled to fall on a Holiday may be rescheduled as determined between the Service Recipient and
2030 Contractor as long as the minimum frequency requirement is met. Service may be provided by Bin or Cart
2031 at the option of the Service Recipient. The size of the Container and the frequency (above the minimum) of
2032 Collection will be determined between the Customer and Contractor. However, size and frequency must be
2033 sufficient to provide that no Organic Waste needs be placed outside the Collection Container. Service
2034 Recipients may own and provide their own Compactor provided that the Service Recipient is completely
2035 responsible for its proper maintenance, and that such Compactor is of a type that is compatible with
2036 Contractor's equipment. All other Collection Containers used by Service Recipients must be owned and
2037 supplied by Contractor.

2038 12.07.6 Organic Waste - Improper Procedure. Contractor is not required to Collect Organic
2039 Waste if the Service Recipient does not separate the Organic Waste from Solid Waste and Recyclable
2040 Materials. Furthermore, Contractor is not required to Collect Organic Waste that is contaminated through
2041 commingling with Solid Waste or Recyclable Materials. To address contamination, Contractor must follow
2042 the steps set forth in Section 5.07.

2043 12.07.7 Organic Waste - Changes to Services. Should changes in law arise that necessitate
2044 any additions or deletions to the services described in this Section, including the type of items included as
2045 Organic Waste, the parties will negotiate any necessary cost changes and will enter into an Agreement
2046 amendment covering such modifications to the services to be performed and the compensation to be paid
2047 in accordance with Section 30.02 before undertaking any changes or revisions to such services.

2048 12.07.8 Additional Organic Waste Collection Containers. Contractor must provide additional
2049 Organic Waste Collection Containers to Service Recipients at the rates listed in Exhibit 1 provided that
2050 additional Collection Containers are used by Service Recipients for the proposes of setting out additional
2051 Organic Waste materials for regular weekly Organic Waste Collection Service.

2052 **Article 13. Industrial Service**

2053 13.01 Temporary Bin and Roll-Off Container Service. Contractor shall provide temporary Bin and
2054 Roll-Off Container service, including Construction and Demolition Debris Bins, to Service Recipients.
2055 Contractor must offer temporary Bins in 1-, 2-, 3-, 4-, and 6-cubic-yard sizes, and Contractor must offer
2056 temporary Roll-Off Containers in 10-, 20-, 30-, and 40-cubic-yard sizes. Contractor shall deliver such Bin or
2057 Roll-Off Container within one (1) Business Day of request. The size of the Container and the frequency of
2058 Collection will be determined between the Service Recipient and Contractor. The Contractor shall receive
2059 compensation for Temporary Bin and Roll-Off Container Service from the Customer at the rate for such
2060 service as set in Exhibit 1. Contractor shall also offer discounts on temporary Roll-Off Container Service Rates
2061 for homeowner's associations when requested, for a discount of up to 25% of the standard Service Rates for
2062 the requested service.

2063 13.02 Monthly Roll-Off Container Service. Contractor shall provide monthly Roll-Off Container
2064 service, including Construction and Demolition Debris Bins, to Service Recipients. Contractor may offer
2065 monthly Roll-Off Containers in 10-, 20-, 30-, and 40-cubic-yard sizes. Contractor shall deliver such Roll-Off
2066 Container within one Business Day of request. Contractor must also either provide Collection Service from
2067 Compactors that are owned by Commercial Service Units or provide Compactors for Commercial Service
2068 Units to use for Collection Service, for the Maximum Service Rates set forth in Exhibit 1. The size of the
2069 Container and the frequency of Collection will be determined between the Service Recipient and Contractor.
2070 The Contractor shall receive compensation for monthly Roll-Off Container Service from the Customer at the
2071 rate for such service as set in Exhibit 1.

2072 13.03 Hours of Collection. Industrial Collection Service must be provided commencing no earlier
2073 than 4:00 a.m., and terminating no later than 7:00 p.m., Monday through Saturday, except for Holidays. The
2074 hours, day, or both of Collection may be extended due to extraordinary circumstances or conditions with the
2075 prior verbal or written consent of the Agreement Administrator.

2076 **Article 14. City Services**

2077 14.01 City Collection Services.

2078 14.01.1 Contractor shall provide Garbage, Recyclable Materials, and Organic Waste
2079 Collection Services to all City Service Units set forth in Exhibit 2, or as City may designate in the future (and
2080 where applicable, subject to the conditions in this Section), where the Containers are not blocked and are
2081 accessible by Contractor's Collection Vehicles. City may update Exhibit 2 annually.

2082 14.01.2 Bulky Waste Collection Service. Contractor shall Collect Bulky Waste, including E-
2083 Waste and U-Waste, from City Services Units as listed on Exhibit 2 on an on-call basis on the same terms
2084 and conditions as are provided to SFD Service Units per Section 10.11.

2085 14.01.3 Development Review. Contractor, upon City's request, shall assist the City in the
2086 review of applicants' plans for projects covered by Public Resources Code Section 42911, including
2087 commercial and multi-family projects, to provide for effective and economical accumulation and Collection
2088 of Solid Waste.

2089 14.01.4 Abandoned Waste Removal. Upon request from the Agreement Administrator or
2090 other authorized City staff, Contractor shall provide abandoned waste removal services within forty-eight
2091 (48) hours. Contractor shall be responsible for loading or arranging for loading of abandoned waste.
2092 Contractor shall Collect, transport, and deliver abandoned waste to the Disposal Facility, the Materials
2093 Recovery Facility, or Organic Waste Processing Facility as appropriate given the characteristics of the
2094 abandoned waste. Contractor shall Collect, transport, and process the abandoned waste from up to one
2095 hundred (100) abandoned waste incidents identified by the City each Agreement Year at no charge to the
2096 City. Contractor shall do all of the following:

2097 (a) Contractor will Collect Abandoned Waste discarded along roads at locations identified
2098 by the City (which may include reports of locations by members of the public to the City
2099 or to Contractor from City staff).

2100 (b) Contractor shall respond to requests from the City to Collect abandoned waste on City
2101 Premises.

2102 (c) Contractor shall proactively Collect any and all Abandoned Waste from designated Hot
2103 Spots identified by the City, on a schedule set by the City.

2104 (d) Contractor shall proactively Collect any and all unreported Abandoned Waste that is
2105 discovered during the course of regular Collection Service.

2106 (e) Contractor shall cooperate with City in any investigation and prosecution of illegal
2107 dumping.

2108 (f) Contractor shall clean up all abandoned waste and debris within a 10-foot radius of
2109 each Abandoned Waste Collection site.

2110 (g) Each Abandoned Waste Collection incident shall equate to no more than four (4)
2111 cubic yards of debris. Any additional volume above four (4) cubic yards of debris shall
2112 be considered a second incident.

2113 If Contractor is directed by City to Collect abandoned waste more than one hundred (100) times in a year
2114 as described above, Contractor shall be entitled to charge the City for Collected materials exceeding one
2115 hundred (100) Collections per Agreement Year in accordance with the Service Recipient Rates as set forth
2116 in Exhibit 1.

2117 14.01.5 Contractor shall publicize, to the satisfaction of City, two options for members of the
2118 public to use to report abandoned waste and illegal dumping. The first option, which is preferred by the City,
2119 is for the public to use the City's free smartphone application. This option should always be listed first in
2120 publicity materials. The second option is the Contra Costa Clean Water Program toll free number 1-800-NO
2121 DUMPING.

2122 14.01.6 City-Sponsored Events Service. Upon request by the City, Contractor shall provide
2123 Garbage, Recyclable Materials, and Organic Waste Containers and Collection Services at up to eight (8)
2124 City-Sponsored Events annually at no cost to the City. Containers shall be delivered and picked up on the
2125 same day as each event, to prevent unauthorized use of the Containers.

2126 14.01.7 City Dumpster Service. Upon request from City, and at no additional cost to City,
2127 Contractor shall provide Roll-Off Containers for large-scale City clean-ups, provided that City provides one
2128 week of advance notice to Contractor. Examples of large-scale City clean-ups may include creek desilting
2129 events, clearance of materials left after clearing encampments, City Facility move-out days, "Mini Dumpster
2130 Days" (see Section 15.01 for a description of Dumpster Days), tenant improvements at City Facilities, and
2131 other miscellaneous activities on City or public property that involve large quantities of debris. Contractor
2132 shall provide up to four (4) 40-yard Roll-Off Containers, or three (3) 40-yard Roll-Off Containers plus one 10-
2133 cubic-yard low-wall wet dumpster, per event, for up to twenty (20) events per year. Containers shall be
2134 delivered and picked up on the same day as each clean-up, to prevent unauthorized use of the Containers.

2135 14.02 City Collection Conditions of Service. City Collection Services shall be governed by the
2136 following terms and conditions:

2137 14.02.1 Contractor's Good Will. In exchange for the good will of the City and the general
2138 public, Contractor voluntarily agrees to provide Solid Waste Collection under this Article at no cost to the
2139 City excepting excess service as provided in this Article and warrants that such service shall neither impact
2140 the Maximum Service Rates nor be otherwise paid for or subsidized by any other Service Recipients.

2141 14.02.2 Contractor shall receive written permission from the City before placing any
2142 Collection Containers on City-owned property for service, except that no such permission shall be needed
2143 to place Collection Containers at locations specified for such Containers in Exhibit 2.

2144 14.02.3 Contractor shall limit the number of trips and the path of travel for Collection
2145 Vehicles in City parking lots.

2146 14.02.4 Container Service. City Facilities shall be provided Solid Waste Collection generally
2147 subject to the same terms and conditions as similar Service Units regarding Container specifications, repair,

2148 replacement, cleanings, and exchange; provided the City shall not be charged for any requests for such
2149 services.

2150 14.02.5 Frequency of Service. The frequency of Collection may be designated by the City,
2151 but not to exceed six (6) times per week per Container. City may change the City Service Units receiving
2152 service, and the Container volume and Collection frequency provided to any City Service Unit, by written
2153 notice to Contractor.

2154 14.02.6 Keys to City Facilities. City may issue Contractor sets of keys to facilitate access to
2155 City Service Unit sites. Contractor shall be responsible for the safekeeping of these keys, and shall pay for
2156 the replacement cost of keys if replacements are needed.

2157 14.03 Transfer Station Reimbursement Program for City Service Units. Contractor shall provide
2158 reimbursement to City for City Service Unit delivery of materials to the Golden Bear Transfer Station. City
2159 shall provide reimbursement requests with back-up documentation quarterly, and Contractor shall provide
2160 reimbursement quarterly, up to an annual maximum to be determined via meet and confer per Section 6.06.3.
2161 The agreed upon payment amount shall increase annually by the CPI Adjustment Calculation in Section
2162 6.03.1.

2163 14.04 HHW Drop-Off Reimbursement Program for City Service Units. In the event that City
2164 Service Unit delivery of HHW to the West Contra Costa County Household Hazardous Waste Facility is no
2165 longer free to the City, and subject to the terms and conditions of Section 30.01, Contractor shall provide
2166 reimbursement to City for any costs accrued by City Service Unit delivering HHW to the West Contra Costa
2167 County Household Hazardous Waste Facility. City shall provide reimbursement requests with back-up
2168 documentation quarterly, and Contractor shall provide reimbursement quarterly, to be determined via meet
2169 and confer per Section 6.06.3. The agreed upon payment amount shall increase annually by the CPI
2170 Adjustment Calculation in Section 6.03.1.

2171

Article 15. Additional Services

2172 15.01 City-Wide Clean-Up Events. Contractor shall provide Collection Services at City-Wide
2173 Clean-Up Events (also known as “Dumpster Days”) at a maximum of eight (8) per year upon request by City.
2174 Each event shall occur on a Saturday between the hours of 7:00 a.m. and 12:00 p.m. at a location selected
2175 by the City and shall be limited to SFD and MFD Service Recipients within the City. At no cost to the City, the
2176 Contractor shall provide up to five (5) 40-yard Roll-off Containers for Solid Waste, one (1) 20-yard Roll-Off
2177 Container for metals, and one (1) 20-yard Container for Green Waste per event. The services shall be
2178 provided in a manner that meets all needs of the City-Wide Clean-Up Event. The Agreement Administrator
2179 shall notify Contractor in writing or email not less than three (3) weeks prior to the date of each City-Wide
2180 Clean-Up Event. The events must not occur during the week of a Holiday. Contractor shall prepare and
2181 distribute Clean-Up Event notices to SFD and MFD Service Recipients no later than one (1) week prior to
2182 each event. At a minimum, the notices shall include the dates and hours of operation, locations of the
2183 Collection sites, and acceptable materials for Collection. Contractor may separately electronically transmit
2184 the notices or provide the notices as billing inserts to each SFD and MFD Service Recipient. Contractor shall
2185 provide Spanish-translated notices upon request by the City. The costs of production, printing, mailing and
2186 all associated costs for the notices shall be borne by Contractor. Contractor shall also provide their information
2187 in digital format to the City.

2188 15.02 Recovered Organic Waste Procurement. Contractor shall assist the City in meeting the SB
2189 1383-mandated recovered Organic Waste procurement target. At no cost to the City, Contractor must assist
2190 City in arranging for produced Compost, mulch, or other recovered Organic Waste products to comply with
2191 SB 1383 procurement requirements to be delivered in qualities, quantities, locations, and times agreed on
2192 between City and Contractor. Such Contractor assistance can be in the form of backhauling materials or
2193 setting aside locations for Service Recipients to pick up produced Compost/mulch at an approved facility.
2194 Contractor agrees to provide up to fifty (50) cubic yards of Compost or mulch to the City annually. The services
2195 described in this Section are not effective until such time as the City and Contractor agree to a City-Directed
2196 Change per Section 30.01.

2197 15.03 Compost Giveaway Events. In the event that Compost is no longer provided by the West
2198 Contra Costa Integrated Waste Management Authority, and subject to the terms and conditions of Section
2199 30.01, Contractor will provide at least two Compost giveaway events per year for City residents. Contractor
2200 shall make available at least sixty (60) cubic yards of Compost on an annual basis at no additional cost to
2201 City. The location, date, and time of such events shall be mutually agreed upon by Contractor and City. The
2202 services described in this Section are not effective until such time as the City and Contractor agree to a City-
2203 Directed Change per Section 30.01.

2204 15.04 Grant Program for Prevention of Blight and Unlawful Dumping. Contractor will pay to the
2205 City a sum of fifteen thousand dollars (\$15,000) to facilitate the prevention of blight, unlawful dumping, and
2206 other activities consistent with the goals of AB 939, SB 1383, SB 54, and/or other state-mandated Solid Waste
2207 requirements, as sponsored through its Annual Community Grant Fund. This payment amount shall increase
2208 annually by the CPI Adjustment Calculation in Section 6.03.1.

2209 15.05 Edible Food Recovery Support. In the event that Edible Food Recovery support is no longer
2210 provided by the West Contra Costa Integrated Waste Management Authority, and subject to the terms and
2211 conditions of Section 30.01, Contractor will, at no additional cost to the City, provide support to the City's
2212 Edible Food Recovery program as required under SB 1383. Contractor support may include educating
2213 commercial Edible Food generators, providing records of site visits, conducting education efforts, providing
2214 lists of food recovery organizations, and coordinating with Agreement Administrator. Contractor will assist the
2215 City in conducting Food Waste and Green Waste surveys and Diversion programs by providing accurate and
2216 timely service data, conducting site visits, and distributing materials. The services described in this Section
2217 are not effective until such time as the City and Contractor agree to a City-Directed Change per Section 30.01.

2218 15.06 Transfer Station Voucher Program for Residents. Contractor shall pay the City a sum of
2219 twenty-five thousand dollars (\$25,000) per year to fund a Transfer Station voucher program for City residents.
2220 City will distribute vouchers to City residents for use delivering mattresses, tires, and miscellaneous Solid
2221 Waste to the Golden Bear Transfer Station. Vouchers shall be only for use of City residents, and voucher-
2222 holders shall provide proof of residence upon drop-off at the Golden Bear Transfer Station. This payment
2223 amount shall increase annually by the CPI Adjustment Calculation in Section 6.03.1.

2224 15.07 HHW and Extended Producer Responsibility Drop-Off Events. Contractor shall provide a
2225 minimum of two City-wide HHW (including E-waste, U-Waste, pharmaceuticals, and sharps), textile, carpet,
2226 and mattress Collection drives on an annual basis. The events shall be conducted by Contractor at no cost
2227 of any kind to the City. Contractor will schedule Collection events with City approval and advertise the drop-
2228 off events not less than one week prior to the scheduled Collection event, but no more than one month prior
2229 to the scheduled Collection event. All textile, carpet, and mattresses Collected through this program shall be
2230 Diverted from the landfill, either through donation to a local non-profit organization or through other means of
2231 Diversion. Contractor must arrange for appropriate disposal of all HHW generated by each event. The
2232 services described in this Section are not effective until such time as the City and Contractor agree to a City-
2233 Directed Change per Section 30.01.

2234 15.08 HHW Drop-Off Site. In the event that the City's HHW is no longer accepted by the West
2235 Contra Costa Integrated Waste Management Authority, and subject to the terms and conditions of Section
2236 30.01, Contractor will provide at least one HHW drop-off site within the City limits and provide free HHW drop-
2237 off services to City residents. The services described in this Section are not effective until such time as the
2238 City and Contractor agree to a City-Directed Change per Section 30.01.

2239 15.09 Sharps Collection Program. Home-generated sharps, such as needles, syringes, and
2240 lancets, shall be placed in a sharps Container and removed from the regular waste stream to minimize
2241 exposure to Solid Waste workers and Recyclable Materials processors. To ensure sharps are handled in an
2242 appropriate manner, Contractor shall provide, upon request, postage-paid mail-back sharps Containers as
2243 follows. In addition, Contractor shall promote this program in newsletters and in other forms of outreach as
2244 determined by City. The services described in this Section are not effective until such time as the City and
2245 Contractor agree to a City-Directed Change per Section 30.01.

2246 15.09.1 Each SFD Service Recipient shall be provided with up to one postage-paid mail-
2247 back sharps Container per year at no additional cost. Seniors shall be provided with up to two postage-paid
2248 mail-back sharps Containers per year at no additional cost.

2249 15.09.2 Each MFD dwelling within an MFD Service Unit, up to 20 dwellings per Service Unit,
2250 shall be provided with up to one postage-paid mail-back sharps Container per year at no additional cost.
2251 Seniors shall be provided with up to two postage-paid mail-back sharps Containers per year at no additional
2252 cost.

2253 15.09.3 Contractor shall provide to the City on an annual basis not less than 200 postage-
2254 paid mail-back Sharps Containers for City staff to distribute at special events.

2255 15.10 Support in Complying with SB 54. Contractor will, at no cost to the City, provide support to
2256 the City in complying with SB 54. Contractor support may include, but is not limited to, record-keeping,
2257 collection of data, waste stream sampling, and compilation of reports.

2258 **Article 16. Collection Routes**

2259 16.01 Service Routes. Contractor must provide City with maps and digital mapping data precisely
2260 defining Collection routes, together with the days and the times at which Collection will regularly commence.

2261 16.02 Service Routes Near Schools. Contractor agrees not to schedule Collection service within
2262 500 feet of a school's roadway frontage and/or driveways during either the school's daily morning student
2263 arrival window(s) or the school's daily afternoon student departure window(s),

2264 16.03 Initial Route Changes. Contractor agrees not to change any Residential Solid Waste
2265 Collection routes in effect as of the Effective Date of this Agreement prior to July 1, 2026, except for limited
2266 route changes that may be necessary for new development and subject to review and approval by the City.
2267 After July 1, 2026, if any re-routing of Residential Solid Waste Collection is necessary for Collection efficiency,
2268 Contractor may submit to City, in writing, proposed route changes (including maps thereof) not less than sixty
2269 (60) calendar days prior to the proposed date of implementation. Any such initial routing change may not
2270 affect more than ten percent (10%) of SFD Service Units in the City and is subject to City review and approval.

2271 16.04 Future Service Route Changes. Contractor must submit to City, in writing, any proposed
2272 route change (including maps thereof) not less than sixty (60) calendar days prior to the proposed date of
2273 implementation. Contractor may not implement any route changes without the prior review and approval of
2274 the Agreement Administrator. If the change will change the Collection day for a Service Recipient, Contractor
2275 must notify those Service Recipients in writing of route changes not less than thirty (30) days before the
2276 proposed date of implementation.

2277 16.05 Collection Route Audits. City reserves the right to conduct audits of Contractor's Collection
2278 routes. Contractor must cooperate with City in connection therewith, including permitting City employees or
2279 agents designated by the Agreement Administrator to ride in the Collection Vehicles to conduct the audits.

2280 Contractor has no responsibility or liability for the salary, wages, benefits, or worker compensation claims of
2281 any person designated by the Agreement Administrator to conduct such audits.

2282 **Article 17. Minimum Performance Standards**

2283 17.01 Billing Audit and Performance Reviews.

2284 17.01.1 Contractor Shall Review its Billings to all Customers. The purpose of the review is
2285 to determine that the amount which the Contractor is billing each Customer is correct regarding the level of
2286 service (i.e., frequency of Collection, size of Container, location of Container) at the rates approved by City
2287 Council resolution. The Contractor shall review Customer accounts not less than annually and provide a
2288 written certification to the City that all such billing is correct. The documentation of the review, as well as
2289 verification that any errors have been corrected, should be provided to the City annually.

2290 17.01.2 Billing Audit and Performance Reviews. City may conduct billing audit and
2291 performance reviews (together, "reviews") of Contractor's performance during the Term of this Agreement,
2292 as provided herein. City may conduct two (2) full reviews, with payment to City as stated in Section 17.01.2.1
2293 below, during the Initial Term of this Agreement. The purpose of these full reviews will be as described in
2294 Section 17.01.2.2 below.

2295 17.01.2.1 Selection and Cost. The reviews will be performed by the City or
2296 a qualified firm under contract with the City. City will have the final responsibility for the selection of the firm.
2297 City may conduct the two (2) reviews at any time during the Term of the Agreement, but not more frequently
2298 than once per year. Contractor shall pay the City's costs for the performance review, up to \$85,000 per
2299 review. The payment amount shall increase annually by the CPI Adjustment Calculation in Section 6.03.1.

2300 17.01.2.2 Purpose. The reviews will be designed to verify: that Customer
2301 billing rates have been properly calculated and correspond to the level of service received by the Customer,
2302 that Contractor is correctly billing for all services provided, that Franchise Fees and other fees required
2303 under this Agreement have been properly calculated and paid to City, that Contractor is in compliance with
2304 the reporting requirements and performance standards of this Agreement, the Diversion percentages
2305 reported by Contractor, and any other provisions of the Agreement. City (or its designated consultant) may
2306 utilize a variety of methods in the execution of this review, including, but not limited to, analysis of relevant
2307 documents, on-site and field observations, and interviews. City (or its designated consultant) will review
2308 and document the items in the Agreement that can be objectively evaluated, including those that require
2309 Contractor to meet specific performance standards, submit information or reports, perform additional
2310 services, or document operating procedures. This information will be documented and be formatted in a
2311 "compliance checklist", with supporting documentation and findings tracked for each of the identified items.
2312 The review will specifically include a determination of Contractor's compliance with the Diversion
2313 requirements of Article 8 and the public outreach and education requirements of Article 20. City (or its
2314 designated consultant) may review the Customer service functions and structure utilized by Contractor.
2315 This may include Contractor's protocol for addressing Customer complaints and service interruption
2316 procedures. Complaint logs may be reviewed, along with procedures and systems for tracking and

2317 addressing complaints. On-site and field observations by City (or its designated consultant) may include,
2318 but are not necessarily limited to:

- 2319 a) Interviews and discussions with Contractor's administration and management
2320 personnel.
- 2321 b) Review and observation of Contractor's Customer service functions and structure.
- 2322 c) Review of public education and outreach materials.
- 2323 d) Interviews and discussions with Contractor's financial and accounting personnel.
- 2324 e) Interviews with route dispatchers, field supervisors, and managers.
- 2325 f) Interviews with route drivers.
- 2326 g) Interviews with vehicle maintenance staff and observation of maintenance
2327 practices.
- 2328 h) Review of on-route Collection Services, including observation of driver
2329 performance and Collection productivity and visual inspection of residential routes
2330 before and after Collection to evaluate cart placement and cleanliness of streets.

2331 17.01.2.3 Contractor's Cooperation. Contractor shall cooperate fully with the
2332 review and provide all requested data, including operational data, financial data, and other data reasonably
2333 requested by City within fifteen (15) Workdays of the request. Failure to submit data by the due date may
2334 result in assessment of Administrative Charges and Penalties as specified in Exhibit 5.

2335 17.01.3 Additional Billing Audit and Performance Review. In the event that the Billing Audit
2336 and Performance Review concludes that Contractor is not in compliance with all terms and conditions of this
2337 Agreement and such non-compliance is material, Contractor is subject to Administrative Charges and
2338 Penalties as described in Exhibit 5 as well as reimbursement to the City for the full cost of the audit plus any
2339 underpayments discovered during the Audit. Additionally, City may conduct an Additional Billing Audit and
2340 Performance Review, beyond the two (2) specified in Section 17.01.2.1, to ensure that Contractor has cured
2341 any such area of non-compliance. Contractor will be responsible for the cost of any such Additional Billing
2342 Audit and Performance Review for a maximum cost of Eighty-Five Thousand Dollars (\$85,000) (starting on
2343 July 1, 2026, and each January 1st thereafter. For the purposes of a determination of non-compliance under
2344 this Agreement, Audit findings which result in underpayments of \$100,000 or more shall be deemed material.
2345 These payment amounts shall increase annually by the CPI Adjustment Calculation in Section 6.03.1.

2346 17.01.4 City Requested Program Review. City reserves the right to require Contractor to
2347 periodically conduct reviews of the Garbage, Recyclable Materials, and Organic Waste Collection Service
2348 programs, provided that such reviews are reasonable and can be accomplished at no additional cost to
2349 Contractor and without interfering with Contractor's operations. Such reviews could assess one or more of
2350 the following performance indicators: average volume of Recyclable Materials per set-out per Customer,
2351 average volume of Organic Waste per set-out per Customer, participation level, contamination levels, etc.
2352 Prior to the program evaluation review, City and Contractor will meet and discuss the purpose of the review
2353 and agree on the method, scope, and data to be provided by Contractor. Failure of Contractor to submit
2354 requested data or information to City within fifteen (15) Workdays of a request may result in assessment of
2355 Administrative Charges and Penalties as specified in Exhibit 5.

2356 17.02 Cooperation with Other Program Reviews. Contractor shall cooperate with City and/or its
2357 agent(s) as reasonably requested to collect program data, perform field work, conduct route audits to
2358 investigate Customer participation levels and set-out volumes, and/or evaluate and monitor program results
2359 related to Garbage, Recyclable Materials, and Organic Waste Collected in City by Contractor, provided that
2360 such cooperation can be accomplished at no additional cost to Contractor and without interfering with
2361 Contractor's operations. Failure of Contractor to submit requested data or information to City within fifteen
2362 (15) Workdays of a request may result in assessment of Administrative Charges and Penalties as specified
2363 in Exhibit 5.

2364 **Article 18. Collection Equipment**

2365 18.01 General Provisions. All equipment used by Contractor in the performance of services under
2366 this Agreement must be of a high quality and meet all Federal, State, and local regulations and air quality
2367 standards, including all applicable provisions of Air Quality Management District. Collection vehicles must be
2368 designed and operated so as to prevent Collected materials from escaping from the vehicles. Hoppers must
2369 be closed on top and on all sides with screening material to prevent Collected materials from leaking, blowing,
2370 or falling from the vehicles. All trucks and Containers must be watertight and must be operated so that liquids
2371 do not spill during Collection or in transit.

2372 18.02 Bulky Waste. Vehicles used for Collection of Bulky Waste may not use Compactor
2373 mechanisms or mechanical handling equipment that may damage reusable goods or release Freon or other
2374 gases from pressurized appliances.

2375 18.03 Collection Vehicles. Contractor must use Collection Vehicles as listed in the schedule
2376 included in Exhibit 4 and may not use any Collection Vehicle that is more than ten (10) years old during the
2377 Term of the Agreement. Contractor shall register all new Collection Vehicles under this Agreement to its
2378 address within the City and shall report all purchases of Collection Vehicles under this Agreement as
2379 attributable to the City for sales tax purposes. Collection Vehicles must utilize low carbon ("alternative") fuel,
2380 which must be renewable natural gas (RNG), liquefied natural gas (LNG), CNG, or electric unless otherwise
2381 pre-authorized by the City in writing. This shall include automated side load all-electric vehicles that will be
2382 utilized to provide Cart Collection Services for this Agreement, as set forth in Exhibit 12. If, during the Term
2383 of the Agreement, new technologies are available (such as hybrid or electric powered Collection vehicles),
2384 the City or the Contractor may request/negotiate implementation of such new Collection vehicles, with a
2385 corresponding change to the Maximum Service Rates to reflect additional cost or savings. During the Term,
2386 to the extent required by law, Contractor shall provide its Collection Vehicles to be in full compliance with all
2387 Applicable Laws, including State and Federal clean air requirements that are adopted or proposed to be
2388 adopted, including, but not limited to, the California Air Resources Board Heavy Duty Engine Standards as
2389 currently proposed to be contained in California Code of Regulations, Title 13, Sections 2020 et seq., the
2390 California Air Resources Board Advanced Clean Fleets Regulation as outlined in California Code of
2391 Regulations, Title 13, Sections 2013 et seq., the Federal EPA's Highway Diesel Fuel Sulfur regulations, and
2392 all other applicable air pollution control laws.

2393 18.04 Collection Vehicle On-Board Technology. Contractor must use Collection Vehicles fitted
2394 with GPS tracking devices that can be used to record start and stop times, vehicle locations, and maximum

2395 speed. Contractor shall furnish to the City, at no additional cost or expense, any software and equipment
2396 necessary for City to track the location of Collection Vehicles in real time and to generate reports as needed.
2397 Collection Vehicles must also be fitted with cameras that are programmed to take photos, date and location
2398 stamped, to document violations, including contamination, overfilling, and lids not closed. GPS and camera
2399 data must be made available to City upon request. Failure of Contractor to make data or information available
2400 to City within fifteen (15) Workdays of a request may result in assessment of Administrative Charges and
2401 Penalties as specified in Exhibit 5.

2402 18.05 Collection Vehicle Size Limitations / Overweight Vehicle Charge. Contractor may not use
2403 any Collection Vehicle in violation of weight limitations in Applicable Law, including any weight limitation
2404 placed on any public roadway or alley as adopted and posted by City. The Contractor may exceed the
2405 Collection Vehicle size limitation for a limited time due to extraordinary circumstances or conditions with the
2406 prior written consent of the Agreement Administrator. The limited time may not exceed 120 days. Contractor
2407 must report all instances of overweight vehicles to City as part of its quarterly reporting described in Section
2408 22.04, and as part of its Annual Reports to the City described in Section 22.05. Contractor may be assessed
2409 Administrative Charges and Penalties as specified in Exhibit 5 as a result of exceeding an overweight vehicle
2410 rate of five percent (5.00%) in any Calendar Year during the Term of the Agreement. The overweight vehicle
2411 rate will be calculated as the total number of overweight Collection Vehicle instances during the Calendar
2412 Year divided by the total number of Collection Vehicle loads transported during the Calendar Year. Prior to
2413 collecting Administrative Charges and Penalties for overweight vehicles, the City shall afford Contractor a
2414 reasonable opportunity to provide the Agreement Administrator with documentation of the extraordinary
2415 circumstance that caused the overweight vehicles. Extraordinary circumstances in this case may include, but
2416 are not limited to, heavy rains or high winds that caused excess Green Waste to be generated, rain to
2417 accumulate in open Collection Containers, or normal Collection routes to be delayed or shortened due to
2418 extreme weather conditions. The Agreement Administrator shall have authority to consider Contractor's
2419 documentation and uphold and collect the assessed charge, to reduce the charge, or to waive and dismiss
2420 the charge. The Agreement Administrator shall also have the authority to waive charges in advance of an
2421 anticipated, or in response to an actual, emergency event.

2422 18.06 Registration; Inspection. All vehicles used by Contractor in providing Solid Waste
2423 Collection under this Agreement, except those vehicles used solely on Contractor's Premises, are to be
2424 registered with the California Department of Motor Vehicles. In addition, each such vehicle must be inspected
2425 by the California Highway Patrol in accordance with Applicable Law. Within two (2) Workdays of a request
2426 from the Agreement Administrator, Contractor must provide City a copy of its vehicle maintenance log and
2427 any safety compliance report, including, but not limited to, any report issued under California Vehicle Code
2428 Sections 34500 and following, as well as the biennial "BIT" inspections conducted by the California Highway
2429 Patrol.

2430 18.07 Safety Markings. All Collection equipment used by Contractor must have appropriate safety
2431 markings including, but not limited to, highway lighting, flashing, and warning lights, clearance lights, and
2432 warning flags. All such safety markings must be in accordance with the requirements of the California Vehicle
2433 Code, as may be amended from time to time.

2434 18.08 Vehicle Signage and Painting. Collection Vehicles must be painted and numbered without
2435 repetition and must have Contractor's name, Contractor's customer service telephone number, and the
2436 number of the vehicle painted in letters of contrasting color, at least four (4) inches high, on each side and
2437 the rear of each vehicle. No advertising is permitted other than the name of Contractor, its logo, and its
2438 registered service marks, except for promotional advertisement of the Recyclable Materials and Organic
2439 Waste programs, which is encouraged. City is to approve any promotional material of the Recyclable
2440 Materials and Organic Waste affixed to or painted on Contractor's Collection Vehicles and may require such
2441 promotion to be utilized from time to time to encourage correct Recycling, reduce contamination, and provide
2442 relevant education. Contractor must repaint all vehicles (including vehicles striping) during the Term of this
2443 Agreement on a frequency as necessary to maintain a positive public image, as reasonably determined by
2444 the Agreement Administrator, but not less often than once every five years.

2445 18.09 Bin and Roll-off Container Signage, Painting, and Cleaning. All metal Bins Containers of
2446 any service type furnished by Contractor must be either painted or galvanized, in compliance with all
2447 applicable color specifications as set forth by CalRecycle. For purposes of this Agreement, all metal Bins will
2448 be considered to be in compliance with all applicable color specifications as set forth by CalRecycle via the
2449 color of the Bin's lid. All metal or plastic Bins and Roll-off Containers must display Contractor's name,
2450 Contractor's customer service telephone number, and the number of the Bin or Roll-off Container and must
2451 be kept in a clean and sanitary condition. Bins must also have labels that comply with Section 20.10 of this
2452 Agreement. Bins and Roll-off Containers should be free of dents and graffiti at the start of this Agreement and
2453 painted as needed to maintain an orderly appearance throughout the Term of the Agreement, but not less
2454 frequently than once every three years. Bins and Roll-off Containers may be subject to periodic, unscheduled
2455 inspections by City, and determination as to sanitary condition will be made by City.

2456 18.10 Vehicle Certification. For each Collection Vehicle used in the performance of services
2457 under this Agreement, Contractor must obtain a certificate of compliance (smog check) issued pursuant to
2458 Part 5 of Division 26 of the California Health and Safety Code (Section 43000 and following) and regulations
2459 promulgated thereunder, and/or a safety compliance report issued pursuant to Division 14.8 of the California
2460 Vehicle Code (Section 34500 and following) and the regulations promulgated thereunder, as applicable to
2461 the vehicle. Contractor must maintain copies of such certificates and reports and must make such certificates
2462 and reports available for inspection upon request by the Agreement Administrator.

2463 18.10.1 By July 1, 2025, Contractor must submit to the Agreement Administrator verification
2464 that each of the Contractor's Collection Vehicles has passed the California Heavy Duty Vehicle Inspection.
2465 Thereafter, Contractor must cause each vehicle in Contractor's Collection fleet to be tested annually in the
2466 California Heavy Duty Inspection Program and must, upon request, submit written verification to City within
2467 ten (10) Workdays of the completion of such test. Contractor may not use any vehicle that does not pass
2468 such inspection.

2469 18.11 Equipment Maintenance. Contractor must always maintain Collection equipment in a clean
2470 condition and in good repair. All parts and systems of the Collection equipment must operate properly and be
2471 maintained in a condition satisfactory to City. Contractor must wash all Collection Vehicles at least once a
2472 week.

2473 18.12 Maintenance Log. Contractor must maintain a maintenance log for all Collection Vehicles.
2474 The log must always be accessible to City by physical inspection upon request of Agreement Administrator,
2475 and must show, at a minimum, each vehicle's Contractor-assigned identification number, date purchased or
2476 initially leased, dates of performance of routine maintenance, dates of performance of any additional
2477 maintenance, and description of additional maintenance performed.

2478 18.13 Equipment Inventory. On or before July 1, 2025, Contractor shall provide to City an
2479 inventory of Collection Vehicles and major equipment used by Contractor for Collection or transportation and
2480 performance of services under this Agreement. The inventory must indicate each Collection Vehicle by
2481 Contractor-assigned identification number, DMV license number, the age of the chassis and body, the type
2482 of fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition,
2483 the decibel rating, and the maintenance and rebuild status. Contractor must submit an updated inventory,
2484 either via email or via electronic document sharing site (e.g., Dropbox), to the Agreement Administrator, either
2485 annually or more often, at the request of the Agreement Administrator. Each inventory must also include the
2486 tare weight of each vehicle as determined by weighing at a certified scale used by Contractor. Each vehicle
2487 inventory must be accompanied by a certification signed by Contractor that all Collection Vehicles meet the
2488 requirements of this Agreement.

2489 18.14 Reserve Equipment. Contractor shall have available to it, at all times, reserve Collection
2490 equipment which can be put into service and operation within one (1) hour of any breakdown. Such reserve
2491 equipment must correspond in size and capacity to the equipment used by the Contractor to perform the
2492 contractual duties.

2493 18.15 RNG Fuel Procurement Credits. Contractor agrees to coordinate and cooperate with the
2494 City to meet its Recovered Organic Waste Product procurement target, as defined in, and required by
2495 Applicable Law. In support of that objective, the City will receive any applicable SB 1383 Recovered Organic
2496 Waste Product procurement credits for all RNG used by the Contractor to power Contractor's Collection
2497 vehicles as allowed by the Applicable Law and within the time provided therein.

2498 **Article 19. Contractor's Office**

2499 19.01 Contractor's Office. Contractor shall maintain an office in the City of San Pablo, California,
2500 that is accessible to persons with disabilities as required by the Americans with Disabilities Act (ADA). Such
2501 office must be equipped with enough telephones so that all Collection Service-related calls received during
2502 normal business hours are answered by an employee within five (5) rings. The office must have responsible
2503 persons in charge during Collection hours, and must be open during normal business hours (8:00 a.m. to
2504 5:00 p.m. on Monday through Friday). Contractor must provide either a local or toll-free telephone number
2505 that connects to the call center described in Section 19.02, and a telephone answering service or mechanical
2506 device to receive Service Recipient inquiries during those times when the office is closed. Calls received after
2507 normal business hours must be addressed the next Workday morning.

2508 19.02 Customer Service Call Center. Contractor must maintain a Customer Service call center
2509 within the United States. Such office must be equipped with enough telephones that all customer service-

2547 Materials and Organic Waste sorting and contamination, within Contractor's Service Area where
2548 improvements can be maximized. Planned outreach and education services and outreach materials should
2549 be included as part of the Plan and updated annually, and new outreach materials shall not be circulated to
2550 the public without City review and approval. Targets of outreach shall be based on local trends and Recycling
2551 patterns from data obtained by both the City and Contractor. Contractor will maintain current and state-of-
2552 the-art public outreach and education services throughout the Term of this Agreement by providing outreach
2553 materials to Service Recipients electronically (via email and social media). Contractor must submit first year
2554 draft Plan to the City prior to the Commencement Date and by July 1st each year thereafter for the Term of
2555 the Agreement. City shall review and provide revisions to draft Plan within thirty (30) days of receipt. City shall
2556 review, provide comments, approve all education, and outreach materials. Contractor must revise and submit
2557 final Plan to City by December 1, 2025, for first year and then each year thereafter for the Term of the
2558 Agreement. Contractor's Plan is provided in Exhibit 9.

2559 20.02.1 Approach to Meeting City's Diversion Requirements. Contractor must document
2560 approach to meeting City's Diversion requirements by specific Diversion program type (SFD, MFD,
2561 Commercial, Recyclable Material, Organic Waste, Bulky Waste, etc.) and must be tied to both specific and
2562 public education programs. This must include an implementation schedule showing the specific programs
2563 and tasks, milestones, and timeframes for meeting the Diversion requirements.

2564 20.02.2 Environmental Stewardship. Contractor must describe all environmental
2565 management policies and activities related to the Solid Waste Collection service, including the use of
2566 Alternative Fuel Vehicles, reduction of air emissions and wear and tear on the City's streets, use of recycled
2567 products throughout operations, internal waste reduction and reuse protocol, water and resource
2568 conservation activities within facilities (design, construction and operation), compliance with laws governing
2569 E-Waste, HHW, and U-Waste, and use of non-toxic products when possible.

2570 20.02.3 Outreach Regarding Recyclability of Materials. Contractor shall create and maintain
2571 at minimum one (1) piece of educational material that addresses:

2572 (a) The foundational role that commodities markets and transportation costs play in current
2573 Recycling systems.

2574 (b) The importance of keeping recyclables empty, clean, and dry.

2575 (c) A list of materials that are likely to be recycled if placed in City Recyclable Materials
2576 Containers.

2577 Contractor shall also create and maintain at minimum one (1) piece of educational material that addresses:

2578 (a) The Organic Waste stream standards of the local transfer and processing facilities that
2579 receive City Organic Waste.

2580 (b) The related importance of keeping prohibited materials out of the City's Organic Waste
2581 stream.

2582 (c) The potential end uses of Compost depending on the material's quality and levels of
2583 contamination.

2584 20.03 School Education and Outreach. Contractor shall develop and utilize a program to educate
2585 on proper Recycling that offers tools to assist with proper Recycling for all ages. Educational information
2586 should include brochures, school resources such as Recycling curriculums, children's activity flyers, posters,
2587 myth busters, and Recycling art activities. Contractor shall develop and distribute educational material and
2588 conduct onsite outreach annually to all school campuses in the franchise area. Materials must be approved
2589 by City before distribution. Examples include Recyclable Materials list, Recycling tips, battery and bulb
2590 education, Food Waste Collection, and donation, and HHW education. Educational material shall be
2591 distributed to campuses by mail and/or in person on or before September 30th annually, and site visits must
2592 be completed by November 30th annually.

2593 20.04 Compliance Notices. Contractor shall send SB 1383, AB 341, and AB 1826 compliance
2594 notices quarterly to all eligible Commercial entities and MFDs that do not subscribe to Organic Waste and/or
2595 Recyclable Materials Collection Service with the Contractor and/or do not provide an alternate method for
2596 Diverting Organic Waste, in conformance with Applicable Law. These notices shall also notify businesses of
2597 requirements under AB 827. Contractor shall mail notifications quarterly on or before the last day of the month
2598 following the end of the quarter.

2599 20.05 Technical Assistance.

2600 20.05.1 Site Visits. Contractor shall provide comprehensive Recycling technical assistance
2601 to MFD and Commercial Customers with the primary purpose of helping Customers increase Recyclable
2602 Materials and Organic Waste Collection services and reducing Solid Waste Collection service. The technical
2603 assistance services shall conform with the following performance expectations per month:

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

2604 Site visits shall include on-site assessments of the MFD and Commercial Premises to improve Recyclable
2605 Materials and Organic Waste Collection program participation and provide recommendations to Customers
2606 on how to improve overall resource efficiency. During the site visits, Contractor will be required to provide
2607 and/or restock posters, "how to" guides, personal Recyclable Materials baskets/bags for MFD tenants, and
2608 any other appropriate materials, and to provide new signage for the Recyclable Materials and Organic
2609 Waste Containers if necessary. This program shall also involve preparation and presentation of reports to
2610 the City on the Contractor's efforts and results of the technical assistance efforts.

2611 20.05.2 Compliance Reviews.

2612 20.05.2.1 General Requirement. At least once annually, beginning in 2025,
2613 Contractor shall review the records of its Commercial and MFD Customers in City that are subscribed for
2614 at least two (2) cubic yards per week of combined Solid Waste, Organic Materials, and Recyclables service,
2615 to determine whether such Customers are subscribed for Organic Materials Collection service or have an

2616 applicable waiver. Contractor shall include the results of each Compliance Review in its next regularly
2617 scheduled report to City.

2618 20.05.2.2 Site Visit Requirement for Non-Compliance. Contractor shall
2619 conduct a site visit to each Commercial and MFD Customer in City that is determined to (a) not be enrolled
2620 in 3-Container Collection service, and (b) not be eligible for a waiver based on the City determination.
2621 Contractor shall conduct in-person site visits (i.e., direct Customer contact) to provide educational material
2622 about the law's requirements to Commercial and MFD Customers at least once every 3 years.

2623 20.05.2.3 Site Visit Requirement for All Customers. All Commercial and
2624 MFD Customers in the City shall receive a site visit from Contractor to affirm proper sorting procedures and
2625 sizing of Containers at least once every 5 years.

2626 20.06 Education and Outreach Materials. Contractor must implement public education and
2627 outreach in conformance with Applicable Law and in coordination with City. Contractor shall attend public
2628 events and host booths to promote Recycling education and awareness. Contractor will work with City to
2629 identify which special events will be attended. Contractor, together with City, shall work with local media to
2630 ensure information on new programs, events, Recyclable Materials, Organic Waste, etc., is communicated to
2631 the community. Contractor shall use a variety of options, such as local paper, news, websites, and social
2632 media, as well as in-person visits to Homeowners Associations, schools, and civic groups to distribute
2633 information and education about City Solid Waste and Recyclable Materials programs and events. In terms
2634 of social media and websites, Contractor shall make their best effort to share information through platforms
2635 that are commonly used and culturally relevant, including platforms that are known to reach younger
2636 populations and Spanish-speaking populations. Examples may include Instagram, WhatsApp, NextDoor, and
2637 TikTok, though that list is expected to become outdated within a year or two. All educational and outreach
2638 materials shall be provided in English and Spanish, and City may direct some or all materials to also be
2639 produced in other languages to be determined.

2640 20.06.1 Quarterly Newsletters. In the event that newsletters are no longer distributed to
2641 Service Recipients by West Contra Costa Integrated Waste Management Authority, Contractor shall
2642 distribute educational material to Service Recipients a minimum of once a Quarter by mail or electronically.
2643 These materials should include tips on Recycling properly, use of Organic Waste Containers, Composting,
2644 battery and electronics education, prevention of contamination issues, proper Collection Container
2645 placement, resource information, and HHW education. Contractor shall also distribute these same
2646 educational materials to all MFD residents, provided that City provides Contractor with a list of contact
2647 information for these residents.

2648 20.06.2 Available Services Notice and Information. At least annually, Contractor must
2649 publish and distribute (by mail or electronically) a notice to all Service Units regarding the full range of
2650 services offered. The notice must be provided in English and Spanish and must be distributed by Contractor
2651 no later than February 1st of each year. The notice must contain at a minimum (i) definitions of the materials
2652 to be Collected; (ii) procedures for setting out materials; (iii) the days when Garbage, Recyclable Materials,
2653 and Organic Waste Services will be provided; (iv) Contractor's local customer service phone number; (v)
2654 instructions on the proper filling of Containers; (vi) instructions as to what materials may or may not be placed

2655 in Recyclable Materials or Organic Waste Containers; (vii) how to select Container sizes to maximize
2656 Diversion; (viii) information about participation in Recyclable Materials and Organic Waste programs; (ix) the
2657 fees for Overage and Contamination in the event of non-compliance; (x) the availability of on-premises
2658 Collection Services, including the availability of no-charge on-premises Solid Waste Collection for qualified
2659 persons; (xi) the availability of Bulky Waste Services; (xii) the availability of the Golden Bear Transfer Station
2660 drop-off voucher program; (xiii) information about Neighborhood Clean-Up days, including any specific
2661 upcoming dates and locations; and (xiv) the information about Free Bulky Waste Drop-off days, including
2662 any specific upcoming dates and locations.

2663 20.06.3 Contractor shall provide the following to all its Customers under the Agreement
2664 annually. Contractor shall also provide the following to all MFD residents, provided that City provides
2665 Contractor with a list of contact information for these residents.

2666 (i) Information on the Customer's requirements to properly separate materials in
2667 appropriate Containers.

2668 (ii) Information on methods for: the prevention of Organic Materials generation, Recycling
2669 Organic Materials on-site, sending Organic Materials to community Composting, and
2670 any other local requirements regarding Organic Materials.

2671 (iii) Information regarding the methane reduction benefits of reducing the landfill Disposal
2672 of Organic Materials, and the methods of Organic Materials recovery contemplated by
2673 the Agreement.

2674 (iv) Information regarding how to recover Organic Materials.

2675 (v) Information related to the public health and safety and environmental impacts
2676 associated with the landfill Disposal of Organic Materials.

2677 (vi) The above information will be provided, at a minimum, through print and/or electronic
2678 media, and may also be provided through workshops, meetings, and/or on-site visits.
2679 All information that SB 1383 requires the City to distribute shall be posted on
2680 Contractor's website.

2681 (vii) Contractor shall provide an educational webpage which includes downloadable copies
2682 of all the materials described in this Section.

2683 20.06.4 City-Specific Website. Contractor shall maintain a City-specific website that fully
2684 explains the Contractor's current services and rates and the Diversion options available, and that allows
2685 Service Recipients to submit service changes, inquiries, complaints, or queries. The website must describe
2686 and promote the use of the available Recyclable Materials and Organic Waste services. Contractor's local
2687 website must provide information specific to the City's programs. Contractor will ensure that information
2688 provided on the website is maintained and up to date. Content will include proper Container set out
2689 instructions, educational materials, newsletters, and program descriptions. Website content shall be in
2690 English with translations into Spanish and/or others to be determined.

2691 20.06.5 Recycling Resources. Contractor shall maintain accurate list of Recyclable
2692 Materials on its website and promote proper Recycling to all Service Recipients. Contractor shall consult,
2693 collaborate, and coordinate its Recycling outreach and educational materials and activities with the City and
2694 incorporate the City's input on the Contractor's Recycling resources and programs.

2695 20.07 Waiver Outreach, Applications, and Evaluation.

2696 20.07.1 Waiver Outreach. Contractor shall notify all of its commercial accounts of the
2697 availability of waivers and how to obtain and file a waiver periodically, or at least every five (5) years.

2698 20.07.2 Waiver Applications and Evaluation. In the event that such a service is no longer
2699 provided by the West Contra Costa Integrated Waste Management Authority, and subject to the terms and
2700 conditions of Section 30.01, Contractor shall be responsible for the distribution, collection, and evaluation of
2701 waiver applications as appropriate, and shall provide the City a recommendation to accept or deny waiver
2702 requests in accordance with SB 1383. Contractor shall develop waiver application forms and shall provide
2703 them to City for City approval prior to use. Contractor shall evaluate requests for exemption or waiver from
2704 the Act's requirements on the basis of physical space or de minimis generation and provide the City periodic
2705 recommendations and supporting documentation to deny or approve waivers, including a site visit and re-
2706 evaluation at least every five years as required by the SB 1383 Regulations.

2707 20.08 News Media Relations. Contractor will work with local media to ensure information is
2708 communicated to community (new programs, events, Recycling information, etc.). Contractor to use options
2709 such as local Newspaper, Radio/TV News outlets, Websites, and Social Media. Contractor will notify the
2710 Agreement Administrator by email or phone of all requests for news media interviews related to the services
2711 covered under this Franchise Agreement within one (1) Workday of Contractor's receipt of the request. When
2712 practicable, before responding to any inquiries involving controversial issues or any issues likely to affect
2713 participation or Customer's perception of services, Contractor will discuss Contractor's proposed response
2714 with the City Agreement Administrator.

2715 20.09 News Media Requests. Contractor will notify the Agreement Administrator by email or
2716 phone of all requests for news media interviews regarding the services provided under this Agreement within
2717 one (1) Workday of Contractor's receipt of the request. When practicable, before responding to any inquiries
2718 involving controversial issues or any issues likely to affect participation or Service Recipient's perception of
2719 services, Contractor will discuss Contractor's proposed response with the Agreement Administrator.

2720 20.09.1 Copies of draft news releases or proposed trade journal articles that use the name
2721 of City or specifically refer to the services provided hereunder must be submitted to the Agreement
2722 Administrator for prior review and approval at least five (5) working days in advance of release, except where
2723 Contractor is required by any Applicable Law to submit materials to any regulatory agency in a shorter period
2724 of time, in which case Contractor must submit such materials to City simultaneously with Contractor's
2725 submittal to such regulatory agency.

2726 20.09.2 Copies of articles resulting from media interviews or news releases that use the
2727 name of City or relate to the services provided hereunder must be provided to the City within five (5) days
2728 after publication.

2729 20.10 Acceptable Materials Labeling. Contractor must affix to each Recyclable Materials and
2730 Organic Waste Collection Container a sticker that is compliant with SB 1383 labeling requirements and
2731 approved by the City. Each sticker shall clearly list Acceptable materials to be placed in the corresponding
2732 Container, and each sticker shall also include a QR code that links to the Recycling education landing page
2733 within the Contractor's City-specific website for the City. Stickers must be replaced annually and include any
2734 updates in the list of Acceptable materials (Exhibit 11).

2735 20.11 Edible Food Recovery Support. In the event that such a service is no longer provided by
2736 the West Contra Costa Integrated Waste Management Authority, and subject to the terms and conditions of
2737 Section 30.01, Contractor shall annually provide City with a list of Tier One and Tier Two Commercial Edible
2738 Food Generators located in the City. Upon request from Contractor, City shall use reasonable efforts without
2739 incurring significant additional costs to cooperate and consider methods for collecting information from
2740 Customers and sharing such information with Contractor in an effort to assist Contractor with identifying the
2741 Tier One and Tier Two commercial Edible Food generators within the City. The services described in this
2742 Section are not effective until such time as the City and Contractor agree to a City-Directed Change per
2743 Section 30.01.

2744 20.12 Programs and Services. Contractor must provide additional educational and outreach
2745 services and programs as requested by City at a price to be mutually agreed upon between the Contractor
2746 and the Agreement Administrator. In the event Contractor and the Agreement Administrator cannot reach a
2747 mutually agreed upon price for the requested service or program, City has the right to procure the service of
2748 other vendors or contractors to provide the requested service.

2749 20.13 Operations Plans. Contractor must adhere to the Transition Plan included as Exhibit 4,
2750 Customer Service Plan included as Exhibit 6, and Collection Service Operations Plan included as Exhibit 7,
2751 the three of which present the specific Collection programs that will be implemented in the City.

2752 20.14 Route Audits/Route Reviews.

2753 20.14.1 General Requirement. At least once annually, beginning in 2025, Contractor or its
2754 approved designee shall conduct a Route Review for each Hauler Route. The number of Containers to
2755 review per Hauler Route shall be calculated on the basis of the number of Garbage accounts provided
2756 service by a specific Hauler Route for one week. For example, "Route A" collects Garbage from 250
2757 accounts, 4 days per week, for a total of 1,000 accounts per week; include a minimum of 25 accounts for
2758 Route Review of "Route A". For each Route Review of a Hauler Route, Contractor shall inspect at least the
2759 following minimum number of Containers but may inspect more if Contractor deems necessary; and shall
2760 inspect all Containers placed for Collection (including Recyclable Materials Containers, Organic Waste
2761 Containers, and Garbage Containers). Each inspection shall involve lifting the Container lid and observing
2762 the contents but shall not require Contractor to disturb the contents or open any bags. Contractor may select
2763 the Containers to be inspected at random, or (if mutually agreed with City) by any other method not prohibited

2764 under the SB 1383 Regulations. For the avoidance of doubt, Contractor shall not be required to annually
2765 inspect every Container on a Hauler Route. Contractor shall include the results of each Route Review in its
2766 next regularly scheduled report to City.

2767

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

2768 20.14.2 Notice of Contamination. Contamination noticing will follow the procedures
2769 described in Section 5.07.

2770

Article 21. Emergency Service

2771 21.01 Revised Services During an Emergency. In the event of a major storm, earthquake, fire,
2772 flood, tornado, other natural or man-made disaster, or other such emergency event (collectively "Emergency
2773 Event), Contractor will continue to provide Solid Waste Collection to the maximum extent practicable, and in
2774 accordance with FEMA's Public Assistance Debris Management Guide (FEMA-325). The Agreement
2775 Administrator may grant the Contractor a variance from regular routes and schedules, which will not be
2776 withheld unreasonably. As soon as practicable after such Emergency Event, Contractor must advise the
2777 Agreement Administrator when it is anticipated that normal routes and schedules can be resumed. The
2778 Agreement Administrator will try through the local news media to inform the public when regular services may
2779 be resumed. The clean-up from some Emergency Events may require that Contractor hire additional
2780 equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris
2781 resulting from the event. If Contractor secures written authorization and approval from City through the
2782 Agreement Administrator, Contractor will receive additional compensation above the normal compensation
2783 contained in this Agreement to cover the costs of rental equipment, additional personnel, overtime hours, and
2784 other documented expenses based on the rates set forth in Exhibit 1. City will be given equal priority and
2785 access to resources as with other franchise jurisdictions held by Contractor or its affiliates.

2786 21.02 Emergency Event Planning. Within sixty (60) days from a request by City, Contractor shall
2787 prepare a draft Emergency Event plan that sets forth procedures for maintaining regular Collection service
2788 and Collection of debris following an Emergency Event and provide a framework for how the City will respond,
2789 clear, remove, and dispose of debris generated during a disaster. The Emergency Event plan shall address
2790 arrangements to provide needed vehicles and personnel, priorities for clean-up at critical facilities, and
2791 procedures for reimbursement for costs; it shall also describe communication plans, list key contact persons,
2792 and provide maps showing proposed sites for stockpiling of disaster debris that cannot be transported to the
2793 landfill. Contractor shall coordinate the plan with City's Public Works Department. The draft plan shall be
2794 presented to the City Manager for consideration and approval. The final plan shall be distributed to those
2795 employees of Contractor and City who would have a role in implementing upon the occurrence of an
2796 Emergency Event.

2797 21.03 Emergency Event Recovery Support. In the event of an Emergency Event, Contractor
2798 agrees to provide recovery support upon request by Agreement Administrator. This may include additional
2799 hauling of debris, special handling such as wrapping waste in plastic (i.e., “burrito wrapping”), temporary
2800 storage of debris where feasible, additional disposal, use of different transfer and disposal facilities, and
2801 documentation of debris type, weight, and Diversion. Contractor should follow protocol laid out in the County’s
2802 Operational Area Mass Debris Management Plan (Annex to the Operational Area Emergency Response Plan)
2803 and any subsequent County or City Disaster Debris Plans, as applied to Solid Waste hauling and handling.

2804 **Article 22. Record Keeping and Reporting Requirements**

2805 22.01 Record Keeping. Notwithstanding Article 47 herein:

2806 22.01.1 Accounting Records. Contractor must maintain full, complete, and separate
2807 financial, statistical, and accounting records pertaining to cash, billing, and provisions of all Collection
2808 Services, prepared on an accrual basis in accordance with generally accepted accounting principles. Such
2809 records will be subject to audit, copy, and inspection for the purposes set forth in Section 17.01. Gross
2810 Revenues derived from provision of the Collection Services, whether such services are performed by
2811 Contractor or by a subcontractor or subcontractors, will be recorded as revenues in the accounts of
2812 Contractor. The Contractor shall keep and preserve, during the Term of this Agreement, and for a period of
2813 not less than four (4) years following expiration or other termination hereof, full, complete, and accurate
2814 records, including all cash, billing, and disposal records, as indicated in the Agreement.

2815 22.01.1.1 City reserves the right to request audited, reviewed, or compiled
2816 financial statements prepared by an independent Certified Public Accountant, including any associated
2817 footnotes, or as may be provided by Contractor or its parent company. In the event that Contractor does
2818 not maintain separate financial or accounting records prepared specifically for services provided under this
2819 Agreement, Contractor may use industry standard allocation methods to provide financial information as
2820 applicable to the service provided under this Agreement. Failure of Contractor to provide requested financial
2821 statements to City within fifteen (15) Workdays of a request may result in assessment of Administrative
2822 Charges and Penalties as specified in Exhibit 5.

2823 22.01.2 Agreement Materials Records. Contractor must maintain records of the quantities
2824 of (i) Residential, MFD, and Commercial Solid Waste Collected and Disposed under the terms of this
2825 Agreement, (ii) Recyclable Materials, by type, Collected, purchased, processed, sold, donated, or given for
2826 no compensation under the terms of this Agreement, and (iii) Organic Waste by type, Collected, purchased,
2827 processed, sold, donated, or given for no compensation under the terms of this Agreement. Records must
2828 be provided to City as specified in Article 20, and upon additional request.

2829 22.01.3 Other Records. Contractor must maintain all other records reasonably related to
2830 provision of Collection Services, whether or not specified in this Agreement, and provide them upon City
2831 request. Failure of Contractor to submit requested records to City within fifteen (15) Workdays of a request
2832 may result in assessment of Administrative Charges and Penalties as specified in Exhibit 5.

2833 22.01.4 Failure to Report. The refusal of Contractor to file any of the reports required in the
2834 timelines required, or the inclusion of any materially false or misleading statement or representation made
2835 knowingly by Contractor in such report, shall be deemed a material breach of this Agreement and shall
2836 subject Contractor to all remedies, legal or equitable, which are available to City under this Agreement or
2837 otherwise.

2838 22.01.5 Report Format. All reports to be submitted in a form and format approved by the
2839 City, including electronic data submission.

2840 22.02 Online Waste Reporting System. Contractor shall, at no additional cost to the City, procure
2841 software to use as an Online Waste Reporting System, an online/digital data system that is specifically
2842 designed for recording and documenting activity and data related to Collection Services, including outreach,
2843 customer service, site visits, service levels, weights and volumes by waste stream, field issues for compliance,
2844 and reporting.

2845 22.03 Vehicle GPS and Camera Data. Upon City's request, Contractor shall make available for
2846 City's review, stored vehicle GPS and on-board camera data.

2847 22.04 Quarterly Reporting.

2848 22.04.1 General. Quarterly reports must be submitted no later than 5 p.m. PT on the last
2849 day of the month following the end of Quarter in which the receipts are Collected and must be provided
2850 electronically using software acceptable to the City. If the last day of the month falls on a day that City is
2851 closed or on a Holiday, then the report will be due on the next Business Day. Failure to submit complete
2852 quarterly reporting by the due date may result in assessment of Administrative Charges and Penalties as
2853 specified in Exhibit 5.

2854 22.04.2 City Reports. Quarterly reports to City must include:

2855 22.04.2.1 Franchised Tonnage and Service Data. Contractor must provide
2856 a full-service list, with the following indicated for each Customer: number of contracted Collections for that
2857 Quarter (Collections that were scheduled to take place), and number of actual Collections completed during
2858 that Quarter (Collections that took place, not including non-collections or missed Collections). Contractor
2859 must also report the number of unique SFD and MFD accounts serviced; the number of unique Commercial
2860 and City accounts serviced; tonnage of Garbage, Recyclable Materials, and Organic Waste Collected and
2861 processed for Diversion, broken down by Container type. Quantities should be broken down by SFD, MFD,
2862 Commercial, and City Services.

2863 22.04.2.2 Overweight Vehicle Reporting. The quarterly report must include
2864 a summary total of all instances of overweight Collection Vehicles. This summary must include the number
2865 of overweight vehicle instances expressed as a percentage of the total number of Collection Vehicle loads
2866 transported during the reported Quarter.

2867 22.04.2.3 Non-Collection. The quarterly report must include a list of all Non-
2868 Collection occurrences that took place during that Quarter. It must include the full list of Service Units that

2869 experienced Non-Collection, indicate the date of and reason for each Non-Collection incident, and indicate
2870 whether a Non-Collection Notice was issued, and in what format it was issued.

2871 22.04.2.4 On-hold. The quarterly report must include each Service Unit that
2872 was not billed in the previous Quarter.

2873 22.04.2.5 Collection Overage Charges. The quarterly report must include
2874 each Service Unit incurring a charge for a Solid Waste Overage in the previous Quarter.

2875 22.04.2.6 Contamination Reporting. To the extent required by Applicable
2876 Law, the quarterly report must include a summary of all instances of qualifying contamination under the
2877 procedures in Section 5.08. This summary must include the total number of accounts where contamination
2878 occurred, the total number of Contamination Violation Notices issued by Contractor to Service Recipients,
2879 a list of accounts where such notices occurred, the total number of instances where Collection Container
2880 size or Collection frequency was increased specifically due to contamination, a list of accounts that were
2881 charged contamination fees, and a list of accounts for which the Collection Container size or Collection
2882 frequency was increased specifically due to contamination. Within twenty (20) Workdays of request by City,
2883 Contractor will provide copies of the Contamination Violation Notices and the digital documentation of
2884 contamination.

2885 22.04.2.7 Service Recipient Complaint Log. The quarterly report must
2886 include the Service Recipient complaint log Collected from the previous Quarter. Reporting of complaints
2887 regarding noise must include identification of the truck (by type of truck and truck identification number)
2888 involved in the complaint, if feasible.

2889 22.04.2.8 Reports to City on Customers discovered to be out of compliance
2890 with the SB 1383 Regulations, including a list of the Customers, the type of violation (including not donating
2891 Edible Food, not providing Containers for Customer use, and other compliance violations), actions taken to
2892 educate those Customers, and contact information for those Customers. Such reports shall be provided
2893 quarterly or as required by City.

2894 22.04.2.9 List of Programs Utilized. The quarterly report must include a list
2895 of all the waste Diversion and reduction programs, as well as other Solid Waste Collections programs,
2896 utilized by City residents, with the number of residents per program indicated when known. This report
2897 should also include the number of Kitchen Food Waste Pails distributed to residents within the Quarter.

2898 22.04.2.10 Abandoned Waste Reporting. The quarterly report must include a
2899 list of the times Contractor provided Abandoned Waste Removal Service to the City, including the dates,
2900 the locations of each service, and the amount of material Collected during each incident.

2901 22.05 Annual Reporting.

2902 22.05.1 General. An annual report must be submitted no later than 5 p.m. PT on January
2903 31, 2026, and each January 31st thereafter for the previous Calendar Year. If January 31st falls on a day that
2904 City is closed, then the report will be due on the next Business Day. Annual reports must be submitted

2941 22.05.1.8 Customer Service Information Sheet. A copy of Contractor's most
2942 recent Customer Service Information Sheet (i.e., customer call center "cheat sheet") for the City or the
2943 equivalent information used by customer service representatives.

2944 22.05.1.9 Overweight Vehicle Data. A summary of all instances of
2945 overweight Collection Vehicles. This summary must also include the number of overweight vehicle
2946 instances as a percentage of the total number of Collection Vehicle loads transported during the Calendar
2947 Year.

2948 22.05.1.10 Summary Narrative. A summary narrative of problems
2949 encountered with Collection activities and actions taken. Indicate type and number of Non-Collection
2950 Notices left at Service Recipient locations. Indicate instances of property damage or injury, significant
2951 changes in operation, market factors, publicity conducted, and needs for publicity. Include description of
2952 processed material loads rejected for sale, reason for rejection, and Disposition of load after rejection.

2953 22.05.1.11 Collection Container and Vehicle Inventory. An updated complete
2954 inventory of Collection Containers by type and size, and an updated complete inventory of Collection
2955 Vehicles, including for each vehicle: truck number, route number, date purchased, vehicle type, tare weight,
2956 license plate number, fuel type, vehicle make and model, and vehicle safety records.

2957 22.05.1.12 Diversion Rate. Contractor must provide documentation
2958 acceptable to City stating and supporting the Calendar Year's Franchise Diversion Rate, as calculated in
2959 accordance with the provisions of Article 8. Any tonnages Diverted and Disposed from large venues and
2960 events during the reporting period will be counted towards the calculated Diversion rate.

2961 22.05.1.13 AB 341, AB 1826, and SB 1383 Compliance Data. Contractor
2962 must report the total number of Commercial and MFD Service Units serviced, as well as the number of
2963 Containers, Container sizes, and frequency of Collection for Garbage, Recyclable Materials, and Organic
2964 Waste for each non-exempt Commercial and MFD Service Unit. Contractor must also provide the following
2965 information separately for both AB 341 and AB 1826:

2966 22.05.1.14 The total number of non-exempt Commercial and MFD Service
2967 Units that fall under the AB 341 or AB 1826 thresholds, and the total number of those non-exempt
2968 Commercial and MFD Service Units that are not subscribed to Commercial or MFD Recyclable Materials
2969 Collection Service or Commercial or MFD Organic Waste Collection Service.

2970 22.05.1.15 A summary of the type of follow-up outreach that was provided to
2971 those non-exempt Commercial and MFD Service Units that are not subscribed to Commercial or MFD
2972 Recyclable Materials Collection Service or Commercial or MFD Organic Waste Collection Service.

2973 22.05.1.16 Contractor shall provide proof of training records for Service
2974 Recipient personnel, emergency procedures, Customer Service Courtesy, and how to recognize Illicit
2975 Discharges and stormwater pollution sources.

- 2976 22.05.1.17 A list of all recommended waivers for that calendar year, including
2977 copies of the waiver request form and other supporting documentation (may be provided electronically or
2978 over a web page), in accordance with Section 20.07.
- 2979 22.05.1.18 A list of the Tier One and Tier Two generators, in accordance with
2980 Section 20.11. (List may be secured from West Contra Costa Integrated Waste Management Authority if
2981 Contractor is not responsible for regularly maintaining the list.) The services described in this Section are
2982 not effective until such time as the City and Contractor agree to a City-Directed Change per Section 30.01.
- 2983 22.05.1.19 For Route Reviews and Compliance Reviews:
- 2984 (i) The date the review was conducted.
- 2985 (ii) The name and title of each person conducting the review.
- 2986 (iii) A list of the account names and addresses covered by the review.
- 2987 (iv) For Route Reviews, a description of each Hauler Route reviewed, and a
2988 general description of the Hauler Route area.
- 2989 (v) For Route Reviews, the results of such review (i.e., the addresses where any
2990 Prohibited Container Contaminants were found) and any photographs taken.
- 2991 (vi) For Compliance Reviews, the results of such review (i.e., Contractor's findings
2992 as to whether the Customers reviewed are subscribed for Organic Waste
2993 Collection service, have an applicable waiver, or neither) and any relevant
2994 evidence supporting such findings (e.g., account records).
- 2995 (vii) Copies of any educational materials issued pursuant to such reviews.
- 2996 22.05.1.20 Documentation relating to observed Prohibited Container
2997 Contaminants, whether observed during Route Reviews or otherwise:
- 2998 (i) Copies of the form of each notice issued to Customers for Prohibited Container
2999 Contaminants, as well as, for each such form, a list of the Customers to which
3000 such notice was issued, the date of issuance, the Customer's name and
3001 service address, and the reason for issuance (if the form is used for multiple
3002 reasons).
- 3003 (ii) The number of times notices were issued to Customers for Prohibited
3004 Container Contaminants.
- 3005 (iii) The number of Containers where the contents were Disposed due to
3006 observation of Prohibited Container Contaminants.

3007 22.06 Diversion Calculation and Data. By 5:00 p.m. PT on February 14 and annually thereafter
3008 during the Term of this Agreement, Contractor must deliver to City, in the format specified by City, the
3009 Calendar Year's Franchised Diversion Rate, as calculated in accordance with the provisions of Article 8. Any
3010 tonnages Diverted and Disposed from large venues and events during the reporting period will be counted
3011 towards the calculated Diversion rate.

3012 22.07 CalRecycle Reports. Contractor will provide reasonable assistance to City in preparing
3013 annual reports to CalRecycle (the "Electronic Annual Report" or EAR), including but not limited to supplying
3014 required data for preparation of the reports, and completing all required data input.

3015 22.07.1 Contractor shall maintain, in form and format satisfactory to the City, the Online
3016 Waste Reporting System, an Implementation Record meeting the requirements of the SB 1383 Regulations
3017 and CalRecycle. Contractor shall be responsible for requesting information from the City for City-related
3018 activities, such as procurement and outreach and education, for maintenance of the Implementation Record

3019 22.07.2 In the event that CalRecycle requires City to report an Implementation Schedule
3020 and/or Corrective Action Plan to comply with AB 341, AB 1826, SB 1383, SB 1594, and/or other Applicable
3021 Laws, Contractor will provide assistance to City in preparing a report, including Contractor's policies and
3022 procedures related to compliance with AB 341, AB 1826, SB 1383, and/or other Applicable Laws and how
3023 Recyclable Materials or Organic Waste are Collected; a description of the geographic area, routes, list of
3024 addresses served, and a method for tracking contamination; copies of route audits, copies of notice of
3025 contamination; copies of notices, violations, education, and enforcement actions issued; and copies of
3026 educational materials, flyers, brochures, newsletters, website, and social media.

3027 22.08 Additional Reporting. Contractor must furnish City with any additional reports as may
3028 reasonably be required, and such reports are to be prepared within a reasonable time following the reporting
3029 period.

3030 **Article 23. Nondiscrimination**

3031 23.01 Nondiscrimination. In the performance of all work and services under this Agreement,
3032 Contractor may not discriminate against any person based on such person's race, sex, gender, gender
3033 identity, color, national origin, religion, marital status, or sexual orientation. Contractor must comply with all
3034 applicable local, State, and Federal laws and regulations regarding nondiscrimination, including those
3035 prohibiting discrimination in employment.

3036 **Article 24. Service Inquiries and Complaints**

3037 24.01 Contractor's Customer Service. All service inquiries and complaints will be directed to
3038 Contractor. A representative of Contractor must be available to receive the complaints during normal business
3039 hours. Customer Service training shall include Service Recipient courtesy, shall prohibit the use of loud or
3040 profane language, and shall instruct Collection crews to perform the work quietly. Contractor shall use its best
3041 efforts to ensure that all employees present a neat appearance and conduct themselves in a courteous
3042 manner. All service complaints will be handled by Contractor in a prompt and efficient manner. All cases must

3043 be addressed and resolved within three (3) Workdays. In the case of a dispute between Contractor and a
3044 Service Recipient, the matter will be reviewed, and a decision made, by the Agreement Administrator.

3045 24.01.1 Contractor will utilize the Customer Service Log to maintain a record of all inquiries
3046 and complaints in a manner prescribed by City.

3047 24.01.2 For those complaints related to missed Collections, where Containers are properly
3048 set out in a timely manner, that are received by 12:00 p.m. (noon) on a Workday, Contractor will return to
3049 the Service Unit address and Collect the missed materials before leaving the Service Area for the day. For
3050 those complaints related to missed Collections that are received after 12:00 p.m. (noon) on a Workday,
3051 Contractor will have until the end of the following Workday to resolve the complaint. For those complaints
3052 related to repair or replacement of Collection Containers, the appropriate Sections of this Agreement will
3053 apply.

3054 24.01.3 Contractor agrees that it is in the best interest of City that all Garbage, Recyclable
3055 Materials, and Organic Waste be Collected on the scheduled Collection day. Accordingly, missed Collections
3056 will normally be Collected as set forth above regardless of the reason that the Collection was missed.
3057 However, in the event a Service Recipient requests missed Collection service more than two (2) times in
3058 any consecutive two (2) month period, the Agreement Administrator will work with Contractor to determine
3059 an appropriate resolution to that situation. In the event Contractor believes any complaint to be without merit,
3060 Contractor will notify the Agreement Administrator by email. The Agreement Administrator will investigate all
3061 disputed complaints and render a decision.

3062 24.01.4 Contractor's service and emergency telephone numbers must be accessible by a
3063 local (City) phone number or toll-free number. The service telephone number(s) must be listed in the area's
3064 telephone directories under Contractor's name in the White Pages, available through an online search, and
3065 listed on the Contractor's website.

3066 24.02 Contractor shall record and catalog all Customer email addresses alongside Customer
3067 names and mailing addresses, such that Contractor can more easily and quickly send out updates and
3068 announcements as needed. Contractor shall cooperate with City to send out via email any service-related
3069 updates and announcements City may deem necessary.

3070 **Article 25. Quality of Performance of Contractor**

3071 25.01 Intent. Contractor acknowledges and agrees that one of City's primary goals in entering
3072 into this Agreement is to ensure that the Solid Waste Collection is of the highest caliber, that Service Recipient
3073 satisfaction remains at the highest level, that maximum Diversion levels are achieved, and that materials
3074 Collected are put to the highest and best use to the maximum extent possible.

3075 25.02 Administrative Charges and Penalties. Quality of performance by the Contractor is of
3076 primary importance. In acknowledgement of this, and subject to the provision of Section 25.02 and Exhibit 5,
3077 Contractor agrees to pay City Administrative Charges and Penalties as detailed in Exhibit 5 should Contractor
3078 fail to meet its responsibilities under this Agreement. Should Contractor be in breach of the requirements set

3079 forth in this Agreement, it is mutually understood and agreed that the public will necessarily suffer damages
3080 and that such damages, from the nature of the default in performance, will be extremely difficult and
3081 impractical to fix. City finds, and the Contractor agrees, that as of the time of the execution of this Agreement,
3082 it is impractical, if not impossible, to reasonably ascertain the extent of damages which will be incurred by
3083 City as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the
3084 impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage
3085 results to members of the public who are denied services or denied quality or reliable service; (ii) such
3086 breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of this Agreement to
3087 individual members of the general public for whose benefit this Agreement exists, in subjective ways and in
3088 varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) services
3089 might be available at substantially lower costs than alternative services, and the monetary loss resulting from
3090 denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms;
3091 and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of
3092 future correction and not remedies which make the public whole for past breaches.

3093 25.03 Contractor's Right to Cure. Administrative Charges and Penalties will only be assessed
3094 after Contractor has been given the opportunity but failed to rectify, in a timely manner, the breach or
3095 deficiency in performance as described in this Agreement. Furthermore, prior to assessing Administrative
3096 Charges and Penalties, City shall give Contractor notice of its intention to do so in accordance with Section
3097 25.04 below. The notice shall include a brief description of the incident(s)/non-performance. Contractor may
3098 review (and make copies at its own expense) all information in the possession of the City relating to the
3099 incident(s)/non-performance. Contractor may, within ten (10) days after receiving the notice, request a
3100 meeting with City. Contractor may present evidence in writing and through testimony of its employees and
3101 others relevant to the incident(s)/non-performance. City shall provide Contractor with a written explanation of
3102 the City's determination on each incident(s)/non-performance prior to authorizing the assessment of
3103 Administrative Charges and Penalties.

3104 25.04 Procedure for Review of Administrative Charges. The Agreement Administrator may
3105 assess Administrative Charges and Penalties as specified in Exhibit 5 pursuant to this Agreement quarterly.
3106 At the end of each Quarter during the Term of this Agreement, the Agreement Administrator will issue a
3107 written notice to Contractor ("Notice of Assessment") of the Administrative Charges and Penalties assessed
3108 and the basis for each assessment.

3109 25.04.1 The assessment will become final unless, within ten (10) calendar days of the date
3110 of the notice of assessment, Contractor provides a written request for a meeting with the City Manager to
3111 present evidence that the assessment should not be made.

3112 25.04.2 The Agreement Administrator will schedule a meeting between Contractor and the
3113 City Manager as soon as reasonably possible after timely receipt of Contractor's request.

3114 25.04.3 The City Manager will review Contractor's evidence and render a decision
3115 sustaining or reversing the Administrative Charges and Penalties as soon as reasonably possible after the
3116 meeting. Written notice of the decision will be provided to Contractor.

3117 25.04.4 In the event Contractor does not submit a written request for a meeting within ten
3118 (10) calendar days of the date of the Notice of Assessment, the Agreement Administrator's determination
3119 will be final.

3120 25.04.5 City's assessment or collection of Administrative Charges and Penalties will not
3121 prevent City from exercising any other right or remedy, including the right to terminate this Agreement, for
3122 Contractor's failure to perform the work and services in the manner set forth in this Agreement.

3123 25.05 Uncontrollable Circumstances.

3124 25.05.1 If either party is prevented from or delayed in performing its duties under this
3125 Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation,
3126 acts of terrorism, landslides, lightning, forest fires, storms, floods, severe weather, freezing, earthquakes,
3127 other natural or man-made disasters, the threat of such natural or man-made disasters, pandemics (or threat
3128 of same), quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes,
3129 lockouts or other labor disturbances, acts of government or governmental restraint, or other causes, whether
3130 of the kind enumerated or otherwise, that are not reasonably within the control of the affected party, then the
3131 affected party will be excused from performance hereunder during the period of such disability.

3132 25.05.2 The party claiming excuse from performance must promptly notify the other party
3133 when it learns of the existence of such cause, including the facts constituting such cause, and when such
3134 cause has terminated.

3135 25.05.3 The interruption or discontinuance of services by a party caused by circumstances
3136 outside of its control will not constitute a default under this Agreement.

3137 **Article 26. Performance Bond**

3138 26.01 Performance Bond. Within ten (10) Business Days from the date the City Council approves
3139 this Agreement, Contractor must furnish to City, and keep current, a performance bond, or irrevocable letter
3140 of credit (hereinafter collectively "Performance Bond"), issued or drawn upon a surety, bank, or financial
3141 institution reasonably acceptable to City and in a form acceptable to the City Attorney, for the faithful
3142 performance of this Agreement and all obligations arising hereunder in an amount as follows:

3143 26.01.1 From July 1, 2025, and so long as this Agreement or any extension thereof remains
3144 in force, Contractor must maintain a performance bond in the amount of two million five hundred thousand
3145 dollars (\$2,500,000).

3146 26.01.1.1 The performance bond must be executed by a surety company
3147 licensed to do business in the State of California; having an "A-" or better rating by A. M. Best or Standard
3148 and Poor's; and included on the list of surety companies approved by the Treasurer of the United States.

3149 26.01.1.2 In the event City draws on the bond, all of City's costs of collection
3150 and enforcement of the Bond, including reasonable attorney's fees and costs, must be paid by Contractor.

3151 26.01.1.3 The Performance Bond must be renewed annually for the entire
3152 Term of the Agreement, and evidence must be provided to City annually, up to the penal sum of the bond.

3153 26.01.1.4 In the event Contractor shall for any reason (except as otherwise
3154 provided in this Agreement) become unable, or fail in any way, to perform as required by this Agreement,
3155 City may declare a portion or all of the Performance Bond, as may be necessary to recompense and make
3156 whole the City, forfeited to the City, up to the penal sum of the bond.

3157 **Article 27. Insurance**

3158 27.01 Before beginning any services under this Agreement, Contractor, at its own cost and
3159 expense, shall procure the types and amounts of insurance specified herein and maintain that insurance
3160 throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid
3161 or proposal. Contractor shall be fully responsible for the acts and omissions of its subcontractors or other
3162 agents.

3163 27.01.1 Workers' Compensation. Contractor shall, at its sole cost and expense, maintain
3164 Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons
3165 employed directly or indirectly by Contractor in the amount required by applicable law. The requirement to
3166 maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City
3167 upon written verification that Contractor is a sole proprietor and does not have any employees and will not
3168 have any employees during the term of this Agreement.

3169 27.01.2 Commercial General Liability and Automobile Liability Insurance.

3170 27.01.2.1 General requirements. Contractor, at its own cost and expense,
3171 shall maintain commercial general liability and automobile liability insurance for the term of this Agreement
3172 in an amount not less than \$5,000,000 per occurrence and \$10,000,000 aggregate, combined single limit
3173 coverage for risks associated with the work contemplated by this Agreement.

3174 27.01.2.2 Minimum scope of coverage. Commercial general liability
3175 coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence
3176 form CG 0001 0413 covering comprehensive General Liability on an "occurrence" basis. Automobile
3177 coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 1120
3178 covering any auto (Symbol 1). No endorsement shall be attached limiting the coverage.

3179 27.01.2.3 Additional requirements. Each of the following shall be included in
3180 the insurance coverage or added as a blanket-form endorsement to the policy, if applicable:

3181 a) The Commercial General Liability and Automobile Liability Insurance shall cover
3182 on an occurrence basis.

3183 b) City, its officers, officials, employees, agents, and volunteers shall be included as
3184 additional insureds for commercial general liability and automobile liability arising
3185 out of work or operations on behalf of the Contractor, via blanket-form

3186 endorsement. Additional Insured Coverage can be provided in the form of an
3187 endorsement to the Contractor's Commercial General Liability Insurance at least
3188 as broad as Blanket-Form Additional Insured Endorsements CG 20 10 04 13 and
3189 CG 20 37 04 13.

3190 c) For any claims related to this Agreement or the work hereunder, the Contractor's
3191 insurance covered shall be primary insurance, via blanket-form endorsement as
3192 respects the City, its officers, officials, employees, agents, and volunteers. Any
3193 insurance or self-insurance maintained by the City, its officers, officials,
3194 employees, agents or volunteers shall be excess of the Contractor's insurance
3195 and non-contributing.

3196 d) The policy shall include a "separation of Insureds" or "severability" clause which
3197 treats each insured separately.

3198 e) Contractor agrees to give at least 30 days prior written notice to City before
3199 coverage is canceled or materially modified.

3200 27.01.3 All Policies Requirements.

3201 27.01.3.1 Submittal Requirements. Contractor shall submit the following to
3202 City prior to beginning services:

3203 a) An ACCORD 25 Certificate of Liability Insurance in the amounts specified in this
3204 Agreement, supplemented with the Blanket-Form Additional Insured
3205 Endorsements for the Commercial General Liability and Automobile Liability
3206 policies.

3207 27.01.3.2 Acceptability of Insurers. All insurance required by this Agreement
3208 is to be placed with insurers with a Bests' rating of no less than A:VII.

3209 27.01.3.3 Waiver of Subrogation. Contractor hereby agrees to waive
3210 subrogation which any insurer or contractor may require from Contractor by virtue of the payment of any
3211 loss. The ACCORD 25 Certificate of Insurance will be supplemented with the blanket-form waiver of
3212 subrogation endorsements that may be necessary to effect this waiver of subrogation, but this provision
3213 applies regardless of whether or not the City has received a Certificate of Insurance supplemented with the
3214 waiver of subrogation blanket-form endorsements from the insurer(s)' authorized representative.

3215 The Workers' Compensation policy shall be endorsed with a waiver of subrogation, via blanket-form
3216 endorsement, in favor of the City for all work performed by the Contractor, its employees, agents, and
3217 subcontractors

3218 27.01.3.4 Subcontractors. Contractor shall include all subcontractors as
3219 additional insureds under its policies or shall furnish separate certificates and applicable endorsements for
3220 each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated

3221 herein, and Contractor shall ensure that City, its officers, officials, employees, agents, and volunteers are
3222 covered as additional insured on all coverages, except Workers' Compensation/Employer's Liability.

3223 27.01.3.5 Excess Insurance. If Contractor maintains higher insurance limits
3224 than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by
3225 the Contractor.

3226 27.01.3.6 Primary Coverage. For any claims related to this contract, the
3227 Vendor's insurance coverage shall be primary and non-contributory, via blanket-form endorsement.

3228 27.01.4 Remedies. In addition to any other remedies City may have if Contractor fails to
3229 provide evidence of the required insurance policies via an ACCORD 25 Certificate of Insurance
3230 supplemented with the applicable blanket-form endorsements to the extent and within the time herein
3231 required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the
3232 premiums for such insurance from any sums due under the Agreement; 2) order Contractor to stop work
3233 under this Agreement and withhold any payment that becomes due to Contractor hereunder until Contractor
3234 demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

3235 **Article 28. Hold Harmless and Indemnification**

3236 28.01 General Indemnification. To the fullest extent permitted by law, Contractor shall defend,
3237 indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any
3238 and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity,
3239 to property or persons, including wrongful death, in any manner arising out of or incident to any alleged
3240 negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents,
3241 subcontractors and subcontractors arising out of or in connection with the performance of the Services, the
3242 Project or this Agreement, including without limitation the payment of all consequential damages, attorneys'
3243 fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and
3244 risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or
3245 instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay
3246 and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers,
3247 employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall
3248 reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal
3249 expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith
3250 or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to
3251 insurance proceeds, if any, received by City or its directors, officials, officers, employees, agents or
3252 volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code
3253 Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to
3254 claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the
3255 Contractor. This Section 28.01 shall survive any expiration or termination of this Agreement.

3256 28.02 Defense and Indemnity for Contractor's Liabilities and Damages. Contractor shall
3257 indemnify, defend with counsel approved by the City, and hold City, its elected and appointed officials,
3258 officers, agents, employees, and volunteers (collectively "City Indemnitees") harmless from and against any

3259 and all of Contractor's liabilities, including but not limited to all claims, demands, lawsuits, judgments,
3260 damages, losses, injuries, expenses, and/or costs (including without limitation reasonable legal counsel fees,
3261 expert fees, and all other costs and fees of litigation) of every nature arising out of, brought, or claimed against
3262 Contractor by, or otherwise owed by Contractor to, Contractor's employees, Contractor's contractors or
3263 subcontractors, or the owners of Contractor's firm.

3264 28.03 Defense and Indemnity of Third-Party Claims/Liability. Contractor shall indemnify, defend
3265 with legal counsel approved by City, and hold harmless City Indemnitees from and against any and all
3266 liabilities, including but not limited to all claims, demands, lawsuits, judgments, damages, losses, injuries,
3267 expenses, and/or costs (including without limitation reasonable legal counsel fees, expert fees, and all other
3268 costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligent
3269 performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement,
3270 except to the extent such loss or damage is caused by the active negligence or willful misconduct of City.
3271 Should conflict of interest principles preclude a single legal counsel from representing both City and
3272 Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall
3273 reimburse City its costs of defense, including without limitation reasonable legal counsel fees, expert fees,
3274 and all other costs and fees of litigation. The Contractor shall, after the exhaustion of all appeals and entry of
3275 a final judgment, promptly pay City any final judgment rendered against City (and its officers, officials,
3276 employees, and volunteers) with respect to any liabilities or claims covered by this Section. It is expressly
3277 understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted
3278 by the law of the State of California and will survive termination of this Agreement.

3279 28.03.1 Contractor shall not be required to indemnify and hold harmless City for liability
3280 attributable to the active negligence or willful misconduct of City, provided such active negligence or willful
3281 misconduct is determined by agreement between the parties or by findings of a court of competent
3282 jurisdiction. In instances where City is shown to have been actively negligent and where City's active
3283 negligence accounts for only a percentage of the liability involved, the obligation of the Contractor will be for
3284 that entire portion or percentage of liability not attributable to the active negligence of City based on principles
3285 of comparative fault.

3286 28.04 Nonwaiver. City does not waive, nor shall be deemed to have waived, any indemnity,
3287 defense or hold harmless rights under this Section because of the acceptance by City, or the deposit with
3288 City, of any insurance certificates or policies described in Article 27.

3289 28.05 Diversion Indemnification. Subject to the requirements of Public Resources Code Section
3290 40059.1, which will control in the event of any conflict with the provisions of this Section, Contractor agrees
3291 to protect and defend City Indemnitees with counsel selected by Contractor and approved by City, to pay all
3292 attorneys' fees, and to indemnify, defend, and hold City Indemnitees harmless from and against all fines or
3293 penalties imposed by CalRecycle if the Diversion goals specified in California Public Resources Code Section
3294 41780, as it may be amended, are not met by City with respect to the Materials Collected by Contractor and
3295 if the lack in meeting such goals is attributable to the failure of Contractor to implement and operate the
3296 Recycling or Diversion programs or undertake the related activities required by this Agreement as determined
3297 by CalRecycle. In the event CalRecycle provides an administrative process to challenge the imposition of a
3298 compliance order or a fine or fines, Contractor and City will each be responsible for engaging any consultants

3299 or attorneys necessary to represent City in any challenge or administrative hearing process. Contractor will
3300 be responsible for the retention of and payment to any consultants engaged to perform waste generation
3301 studies (Diversion and Disposal). All consultants and attorneys engaged hereunder are subject to the
3302 agreement of City and Contractor.

3303 28.06 Hazardous Substances Indemnification. Contractor agrees to indemnify, defend (with
3304 counsel reasonably approved by City), protect, and hold harmless the City Indemnitees from and against any
3305 and all claims of any kind whatsoever paid, suffered, or incurred by or against the City Indemnitees resulting
3306 from any repair, clean-up, removal action, or response action undertaken pursuant to CERCLA, the Health &
3307 Safety Code, or other similar Federal, State, or local law or regulation, with respect to Solid Waste or
3308 Household Hazardous Waste Collected and Disposed of by Contractor. The foregoing indemnity is intended
3309 to operate as an agreement pursuant to Section 10(e) of CERCLA and Section 25364 of the Health & Safety
3310 Code to defend, protect, hold harmless, and indemnify the City Indemnitees from all forms of liability under
3311 CERCLA, the Health & Safety Code, or other similar Federal, State, or local law or regulation.

3312 28.07 Proposition 218 Release. City intends to comply with all Applicable Law concerning the
3313 Maximum Service Rates provided under this Agreement. Upon thorough analysis, the parties have made a
3314 good faith determination that the Maximum Service Rates for the Solid Waste Collection provided under this
3315 Agreement are not subject to California Constitution Articles XIIC and XIID because, among other reasons,
3316 such services are provided by a private corporation and not by City, Contractor independently establishes the
3317 rates for services within the limits established in this Agreement, the receipt of services is voluntary and not
3318 required of any property within City, and any owner or Service Recipient of property within City has the
3319 opportunity to avoid the services available under this Agreement either through Self-Hauling or use of property
3320 in such a manner that Solid Waste is not generated. Accordingly, in the event that a third party challenges
3321 the Maximum Service Rates as being in violation of Article XIIC or XIID of the California Constitution, or
3322 otherwise asserts that the Maximum Service Rates are an invalid tax, assessment, or fee, then Contractor
3323 agrees, subject to the provisions of the Public Resources Code Section 40059.2 and if allowed by law, to
3324 waive, release, and hold harmless the City Indemnitees from and against any and all claims Contractor may
3325 have against the City Indemnitees resulting therefrom, and to indemnify and defend City indemnitees, with
3326 legal counsel reasonably acceptable to City, from any third-party claim, suit, or other action, whether
3327 administrative, legal, or equitable, challenging the Maximum Service Rates authorized under this Agreement
3328 or as being in violation of Article XIIC or XIID of the California Constitution, or otherwise asserting that the
3329 Maximum Service Rate are an invalid tax, assessment, or fee. The foregoing notwithstanding, Contractor
3330 shall have no obligation to pay or refund monies paid to the City as and for franchise fees or other
3331 administrative fees established by this Agreement if such franchise fees or other administrative fees are
3332 determined by a Court to be invalid, in violation of State or Federal law, or an unauthorized tax or government
3333 fee. This Section will survive the expiration or termination of this Agreement for claims arising prior to the
3334 expiration or termination of this Agreement.

3335 28.08 Employment & Labor Practices. Contractor shall indemnify, defend, and hold harmless City
3336 Indemnitees, from any and all liability, damages, claims, costs, and expenses of any nature to the extent
3337 arising from Contractor's personnel and labor practices, including failure to pay and comply with State or
3338 Federal prevailing wage laws should such be applicable to Contractor's personnel or labor practices or to one

3374 29.01.2 By order or decree of a court, Contractor is adjudged bankrupt or an order is made
3375 approving a petition filed by any of its creditors or by any of the stockholders of Contractor, seeking its
3376 reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law
3377 or statute of the United States or of any State thereof, provided that if any such judgment or order is stayed
3378 or vacated within sixty (60) calendar days after the entry thereof, any notice of default will be and become
3379 null, void, and of no effect, unless such stayed judgment or order is reinstated, in which case such default
3380 will be deemed immediate; or

3381 29.01.3 By, pursuant to, or under the authority of any legislative act, resolution, or rule or
3382 any order or decree of any court or governmental board, agency, or officer having jurisdiction, a receiver,
3383 trustee, or liquidator takes possession or control of all or substantially all of the property of Contractor, and
3384 such possession or control continues in effect for a period of sixty (60) calendar days; or

3385 29.01.4 Contractor has defaulted, by failing or refusing to pay in a timely manner the
3386 Administrative Charges and Penalties or other monies due City under this Agreement, and such default is
3387 not cured within thirty (30) calendar days of receipt of written notice by City to do so, unless Contractor has
3388 filed for judicial or administrative relief from such Administrative Charges or Penalties; or

3389 29.01.5 Contractor has defaulted by allowing any final judgment in an action to which
3390 Contractor is a party for the payment of money owed to City to stand against it unsatisfied and such default
3391 is not cured within thirty (30) calendar days of receipt of written notice by City to do so; or

3392 29.01.6 In the event that the monies due City is the subject of a judicial proceeding,
3393 Contractor will not be in default if the sum of money is bonded. All bonds must be in the form acceptable to
3394 the City Attorney; or

3395 29.01.7 Contractor has defaulted, by failing or refusing to perform or observe any of the
3396 terms, conditions, or covenants in this Agreement, including, but not limited to, the maintenance of a
3397 performance bond in accordance with Article 26, or any of the rules and regulations promulgated by City
3398 pursuant thereto, or has wrongfully failed or refused to comply with the instructions of the Agreement
3399 Administrator relative thereto, and such default is not cured within thirty (30) calendar days of receipt of
3400 written notice by City to do so, or if by reason of the nature of such default, the same cannot be remedied
3401 within thirty (30) calendar days following receipt by Contractor of written demand from City to do so,
3402 Contractor fails to commence the remedy of such default within such thirty (30) calendar days following such
3403 written notice or having so commenced fails thereafter to continue with diligence the curing thereof (with
3404 Contractor having the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30)
3405 calendar days, and (b) that it is proceeding with diligence to cure such default, and such default will be cured
3406 within a reasonable period of time).

3407 29.02 Effective Date. In the event of any of the events specified above, and except as otherwise
3408 provided in such subsections, or as provided in the event of any judicial order binding upon City, termination
3409 will be effective upon the date specified in City's written notice to Contractor, and upon such date this
3410 Agreement will be deemed immediately terminated and upon such termination, except for payment of services
3411 rendered up to and including the date of termination, all liability of City under this Agreement to Contractor

3484 in the Service Area and available to the Agreement Administrator through the use of telecommunication
3485 equipment at all times that Contractor is providing Solid Waste Collection. In the event the Service Supervisor
3486 is unavailable due to illness or vacation, Contractor must designate a substitute acceptable to the City who
3487 shall be available and shall have the authority to act in the same capacity as the Service Supervisor.

3488 33.04 Key Operations Staff. Contractor shall identify a full-time Key Operations Staff, consisting
3489 at a minimum of: one (1) Operations Manager; one (1) Route Supervisor; one (1) Lead Mechanical
3490 Supervisor; and one (1) Service Recipient Service Supervisor 100% dedicated to the City. Each Key
3491 Operations Staff will provide the following to City Staff: email address, phone number, cell phone number,
3492 and office address.

3493 33.05 Sustainability/Compliance Staff. In accordance with Section 20.01, Contractor shall provide
3494 full-time Sustainability/Compliance Staff, whose primary duties are dedicated to the City. The services
3495 described in this Section are not effective until such time as the City and Contractor agree to a City-Directed
3496 Change per Section 30.01.

3497 33.06 Field Personnel. Contractor's field operations personnel are required to wear a clean
3498 uniform shirt bearing Contractor's name. Contractor's employees who normally come into direct contact with
3499 the public, including drivers, must bear some means of individual photographic identification, such as a name
3500 tag or identification card. Each driver of a Collection vehicle must at all times carry a valid California driver's
3501 license and all other required licenses for the type of vehicle that is being operated.

3502 33.07 Labor Certifications. Contractor certifies: (i) it is aware of the provisions of Section 3700 of
3503 the California Labor Code that require every employer to be insured against liability for Workers'
3504 Compensation or to undertake self-insurance in accordance with the provisions of that Code; (ii) in the
3505 performance of the Services, Contractor shall not, in any manner, employ any person or contract with any
3506 person such that any part of this Agreement is performed by such a person as would be subject to the workers'
3507 compensation laws of the State of California unless and until Contractor gives City a certificate of consent to
3508 self-insure or a certificate of Workers' Compensation Insurance Coverage; and (iii) in the event Contractor
3509 hires any subcontractor who has employees to perform any part thereof, then Contractor shall either require
3510 the subcontractor to obtain Workers' Compensation Insurance Coverage, or must obtain Workers'
3511 Compensation Insurance Coverage for the subcontractor's employees. Before commencing performance
3512 under this Agreement, Contractor shall provide to the City evidence of any Workers' Compensation Insurance
3513 Coverage required by or for this Agreement, and all such coverage shall be endorsed with a waiver of
3514 subrogation in favor of City for all work performed by Contractor, its employees, its agents, and its
3515 subcontractors.

3516 33.08 Subcontractors. Contractor shall not subcontract any portion of this Agreement without the
3517 prior written approval of the City Manager. Contractor is fully responsible to City for the performance of any
3518 and all subcontractors, if any, and shall require any subcontractors to maintain all applicable Federal, state,
3519 and local licenses required for the work they are assigned to perform. Contractor shall require any
3520 subcontractors performing work in the City to enter into a written contract that requires such subcontractors
3521 to agree they are independent contractors and have no other agency relationship with City.

3522

Article 34. Exempt Waste

3523 34.01 Contractor is not required to Collect or Dispose of Exempt Waste but may offer such
3524 services. All such Collection and Disposal of Exempt Waste is not regulated under this Agreement, but if
3525 provided by Contractor must be in strict compliance with all Applicable Laws.

3526

Article 35. Independent Contractor

3527 35.01 In the performance of services pursuant to this Agreement, Contractor is an independent
3528 contractor and not an officer, agent, servant, or employee of City. Contractor will have exclusive control of
3529 the details of the services and work performed, and over all persons performing such services and work.
3530 Contractor is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and
3531 subcontractors, if any. Neither Contractor nor its officers, employees, agents, contractors, or subcontractors
3532 will obtain any right to retirement benefits, Workers Compensation benefits, or any other benefits which
3533 accrued to City employees, and Contractor expressly waives any claim to such benefits.

3534 35.02 Subcontractors. Contractor will require all subcontractors performing work in the City to
3535 enter into a contract containing the provisions set forth in the preceding subsection, in which contract the
3536 subcontractor agrees that Contractor and subcontractor are independent contractors and have no other
3537 agency relationship with City.

3538

Article 36. Laws to Govern

3539 36.01 The laws of the State of California govern the rights, obligations, duties, and liabilities of
3540 City and Contractor under this Agreement, and governs the interpretation of this Agreement.

3541

Article 37. Consent to Jurisdiction

3542 37.01 The parties agree that any litigation between City and Contractor concerning or arising out
3543 of this Contract must be filed and maintained exclusively in the Superior Courts of Contra Costa County, State
3544 of California, or in the United States District Court for the Northern District of California to the fullest extent
3545 permissible by law. Each party consents to service of process in any manner authorized by California law.

3546

Article 38. Assignment

3547 38.01 No assignment of this Agreement or any right occurring under this Agreement may be
3548 made in whole or in part by Contractor without the express prior written consent of the City. City may not
3549 unreasonably withhold consent to any such proposed transfer or assignment. Any assignment of this
3550 Agreement made by Contractor without the express written consent of the City will be null and void and will
3551 be grounds for City to declare a default of this Agreement and immediately terminate this Agreement by giving
3552 written notice to Contractor, and upon the date of such notice this Agreement will be deemed immediately
3553 terminated, and upon such termination all liability of City under this Agreement to Contractor will cease, and
3554 City will have the right to call the performance bond and will be free to negotiate with other contractors for the
3555 services that are the subject of this Agreement. In the event of any assignment approved by City, the assignee

3592

Article 41. Ownership of Written Materials

3593 41.01 Contractor hereby grants City a non-exclusive license to all reports, documents, brochures,
 3594 public education materials, and other similar written, printed, electronic, or photographic materials developed
 3595 by Contractor at the request of City or as required under this Agreement and intended for public use, without
 3596 limitation or restrictions on the use of such materials by City. Contractor may not use such materials that
 3597 specifically reference City for other purposes without the prior written consent of the Agreement Administrator.
 3598 This Article 41 does not apply to content, ideas, or concepts described in such materials and does not apply
 3599 to the format of such materials.

3600

Article 42. Waiver

3601 42.01 Waiver by City or Contractor of any breach for violation of any term, covenant, or condition
 3602 of this Agreement will not be deemed to be a waiver of any other term, covenant, or condition or any
 3603 subsequent breach for violation of the same or of any other term, covenant, or condition. The subsequent
 3604 acceptance by City of any fee, tax, or any other monies which may become due from Contractor to City will
 3605 not be deemed to be a waiver by City of any breach for violation of any term, covenant, or condition of this
 3606 Agreement.

3607

Article 43. Prohibition Against Gifts

3608 43.01 Contractor represents that Contractor is familiar with City's prohibition against the
 3609 acceptance of any gift by a City officer or designated employee. Contractor may not offer any City officer or
 3610 designated employee any gifts prohibited by the City.

3611

Article 44. Point of Contact

3612 44.01 The day-to-day dealings between Contractor and City will be between Contractor and the
 3613 Agreement Administrator.

3614

Article 45. Notices

3615 45.01 Except as provided in this Agreement, whenever either party desires to give notice to the
 3616 other, it must be given by written notice addressed to the party for whom it is intended, at the place last
 3617 specified, and to the place for giving of notice in compliance with the provisions of this Section. For the
 3618 present, the parties designate the following as the respective persons and places for giving of notice:

3619 As to the City:
 3620 City of San Pablo
 3621 Attn: City Clerk Re: Solid Waste Contract
 3622 1000 Gateway Ave.
 3623 San Pablo, CA, 94806

3624 As to the Contractor:

3625 Richmond Sanitary Service, Inc.
3626 Attn: Shawn Moberg, General Manager
3627 3260 Blume Drive, Suite 115
3628 Richmond, CA 94806

3629 45.02 Notices given by personal delivery shall be effective immediately. Notices given by mail
3630 shall be deemed to have been delivered forty-eight (48) hours after having been deposited in the United
3631 States mail. Changes in the respective address to which such notice is to be directed may be made by written
3632 notice.

3633 45.03 Notice by City to Contractor of a Collection or other Service Recipient problem or complaint
3634 may be given to Contractor orally by telephone at Contractor's local office with confirmation sent to Contractor
3635 through the Customer Service System by the end of the Workday.

3636 **Article 46. Transition to Next Contractor**

3637 46.01 In the event Contractor is not awarded an extension or new contract to continue to provide
3638 Solid Waste Collection following the expiration or early termination of this Agreement, Contractor will
3639 cooperate fully with City and any subsequent contractors to assure a smooth transition of services described
3640 in this Agreement. Such cooperation will include, but not be limited to, transfer of computer data and files;
3641 providing routing information, route maps, vehicle fleet information, and list of Service Recipients; providing
3642 a complete inventory of all Collection Containers; providing adequate labor and equipment to complete
3643 performance of all Solid Waste Collection required under this Agreement; taking reasonable actions
3644 necessary to transfer ownership of carts and bins, as appropriate, to City, including transporting such
3645 Containers to a location designated by the Agreement Administrator; coordinating Collection of Materials set
3646 out in new Containers if new Containers are provided for a subsequent Agreements; and providing other
3647 reports and data required by this Agreement.

3648 **Article 47. Contractor's Records**

3649 47.01 Contractor shall keep and preserve, during the Term of this Agreement, full, complete, and
3650 accurate financial and accounting records, pertaining to cash, billing, and disposal transactions for the
3651 franchise area, prepared on an accrual basis in accordance with generally accepted accounting principles.
3652 These records and reports are necessary for the City to properly administer and monitor the Agreement and
3653 to assist the City in meeting the requirements of the Act. The Contractor shall keep and preserve, during the
3654 Term of this Agreement, and for a period of not less than four (4) years following expiration or other
3655 termination hereof or for any longer period required by law, full, complete, and accurate records as indicated
3656 in the Agreement.

3657 47.02 Any records or documents required to be maintained pursuant to this Agreement must be
3658 made available for inspection or audit at any time during regular business hours, upon written request by the
3659 Agreement Administrator, the City Attorney, City Auditor, City Manager, or a designated representative of any
3660 of these officers. Copies of such documents will be provided to City electronically, available to City for

3697

Article 49. Severability

3698 49.01 If any provision of this Agreement or the application of it to any person or situation is to any
3699 extent held invalid or unenforceable, the remainder of this Agreement and the application of such provisions
3700 to persons or situations other than those as to which it is held invalid or unenforceable, will not be affected,
3701 will continue in full force and effect, and will be enforced to the fullest extent permitted by law.

3702

Article 50. Right to Require Performance

3703 50.01 The failure of City at any time to require performance by Contractor of any provision of this
3704 Agreement will in no way affect the right of City thereafter to enforce same. Nor will waiver by City of any
3705 breach of any provision of this Agreement be taken or held to be a waiver of any succeeding breach of such
3706 provision or as a waiver of any provision itself.

3707

Article 51. All Prior Agreements Superseded

3708 51.01 This Agreement incorporates and includes all prior negotiations, correspondence,
3709 conversations, agreements, and understandings applicable to the matters contained in this Agreement, and
3710 the parties agree that there are no commitments, agreements, or understandings concerning the subject
3711 matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation
3712 from the terms of this Agreement will be predicated upon any prior representations or agreements, whether
3713 oral or written.

3714

Article 52. Headings

3715 52.01 Headings in this document are for convenience of reference only and are not to be
3716 considered in any interpretation of this Agreement.

3717

Article 53. Exhibits

3718 53.01 Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each
3719 such Exhibit is a part of this Agreement, and each is incorporated by this reference. In the event of any
3720 conflicts between this Agreement and the Exhibits, then this Agreement shall take priority.

3721

Article 54. Attorney’s Fees

3722 54.01 If litigation is brought by a party in connection with this Agreement, the prevailing party will
3723 be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys’ fees,
3724 incurred by the prevailing party in the exercise of any of its rights or remedies under this Agreement or the
3725 enforcement of any of the terms, conditions, or provisions of this Agreement.

3726

Article 55. Commencement Date

3727 55.01 This Agreement will become effective when it is properly executed by City and Contractor,
3728 and Contractor will commence Solid Waste Collection under this Agreement as of July 1, 2025.

3729

3730 IN WITNESS WHEREOF, City and Contractor have executed this Agreement on the respective
3731 date(s) below each signature.

3732 CITY OF SAN PABLO

CONTRACTOR

3733 A General Law City

3734 By: _____

By: _____

3735

3736

3737 Title: _____

By: _____

3738

President

3739

3740 ATTEST: _____

By: _____

3741 City Clerk

3742 APPROVED AS TO FORM

3743 City Attorney

3744

Secretary

3745 By: _____

3746

3747

3748

3749

Exhibit 1
Maximum Service Rates

City of San Pablo

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

City of San Pablo

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

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

City of San Pablo

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

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

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

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

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Exhibit 2

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List of City Facilities and Service Levels

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Exhibit 2

List of City Facilities and Service Levels

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

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

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

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Exhibit 3

Collection Container Specifications

Cart Specifications.

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

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

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

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

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

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

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

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

Bin Specifications.

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

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

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

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

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

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

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

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

Roll-off Container Specifications.

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

Kitchen Food Waste Pails

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

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

Containers End of Life

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

Containers Purchase

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

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Exhibit 4
Transition Plan

Exhibit 4

Transition Plan

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

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

Issue procurement fee and performance bond to city.

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

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

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

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

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

Update hauler website with new agreement programs and services

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

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

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

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

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

Republic Services will implement and distribute the following education and outreach materials currently in practice today as well as required by the Draft Agreement:
 School education and outreach (annually, on or before September 30th)
 Recyclability of materials brochure (one-time, to all ratepayers)
 Acceptable/unacceptable organics brochure (one-time, to all ratepayers)
 Compliance notices (as needed and ongoing)
 Technical assistance site visits (at least 20 phone calls per month and 40 site visits across all commercial customers. Each customer will be visited once every five years.)

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

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

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Exhibit 5

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Administrative Charges and Penalties

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

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

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

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

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

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Exhibit 6
Customer Service Plan

Exhibit 6

Customer Service Plan

1. Overview

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

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

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

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

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

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

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

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

2. Service Recipient Billing

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

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

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

3. Technology Network

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

4. Staffing Levels

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

5. Payment Programs

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

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

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Exhibit 7

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Collection Service Operations Plan

Exhibit 7

Collection Service Operations Plan

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

1. Vehicles

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

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

Collection Vehicles

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

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

a) Vehicle Specifications:

The requested vehicle specifications are identified below.

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

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

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

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

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

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

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

2. Containers

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

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

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

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

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

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

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

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

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

San Pablo

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

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

e) Driver Contamination Monitoring:

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

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

f.) Annual Service Level and Billing Audit Approach

Audit Plan: To additionally mitigate any impacts to our ability to provide reliable service, Republic's customer management software application, InfoPro, automatically generates a number of reports that are routinely reviewed by Republic managers, most on a daily basis. These include:

Production Reports

This module includes:

- Route Analysis
- Route Downtime Analysis
- Customer Service History
- Daily Operating Summary
- Daily Fuel Report
- Daily Disposal Report

- Disposal Exception Report
- Daily Truck / Employee Replacement Report
- Customer Service Report
- Blocked / No Service Report

These reports are used in the daily activities of the division in order to monitor productivity and effectiveness.

- 1) Route Maps: The RISE platform was built for Republic Service employees by Republic Service employees. The RISE platform consists of three components:
 - 2) ▪ RISE Portal
 - 3) ▪ RISE Map
 - 4) RISE Tablet

The heart of the platform is the RISE Portal and the RISE Map, the portal and map feature an intuitive structure that allows users to easily assign routes, view maps, and quickly identify assets and facilities.

The RISE Map: quickly allows new or substitute drivers to visually understand the assigned work through the visual representation of the proximity between customers and disposal sites. This benefit helps eliminate unproductive time and total miles traveled, limiting impacts on the city roads and emissions.

RISE tablet: Republic Services rolled out RISE tablets to our industrial drivers starting in 2020 and to our commercial drivers in 2021/2022. The RISE tablets provide our drivers with an electronic route sheet with turn-by-turn directions to ensure the most efficient route. The navigation software uses real-time traffic conditions to avoid delays and incorporate safety mechanisms that record the truck's height, weight, and length to ensure overpasses and bridges can support our vehicles

- 1) At least once annually, beginning in 2025, Contractor or its approved designee shall conduct a Route Review for each Hauler Route. The number of Containers to review per Hauler Route shall be calculated on the basis of the number of Garbage accounts provided service by a specific Hauler Route for one week. For example, "Route A" collects Garbage from 250 accounts, 4 days per week, for a total of 1,000 accounts per week; include a minimum of 25 accounts for Route Review of "Route A". For each Route Review of a Hauler Route, Contractor shall inspect at least the following minimum number of Containers but may inspect more if Contractor deems necessary; and shall inspect all Containers placed for Collection (including Recyclable Materials Containers, Organic Waste Containers, and Garbage Containers). Each inspection shall involve lifting the Container lid and observing the contents but shall not require Contractor to disturb the contents or open any bags. Contractor may select the Containers to be inspected at random, or (if mutually agreed with City) by any other method not prohibited under the SB 1383 Regulations. For the avoidance of doubt, Contractor shall not be required to annually inspect every Container on a Hauler Route. Contractor shall include the results of each Route Review in its next regularly scheduled report to City.
- 2) Route Audit Team Training: As the incumbent we already perform annual route audits on all collection routes where we sample an appropriate number of collection containers. These annual route audits are supplemented by our sustainability advisors performing more exhaustive audits of our commercial and industrial containers.

4. Safety

- a. **Staffing Safety Requirements:** Republic Services has an industry leading safety record that has been 38% better than the industry average for the past ten years, based on OSHA data. In addition, we have been recipients of 72% of the industry's Driver and Operator of the Year awards since 2009.

- b. Republic Services maintains strict compliance with all applicable DOT (includes physical, drug, and alcohol testing), OSHA, federal, state and local safety requirements while performing all work-related functions.
- c. We recognize that a safe workforce is not simply a discussion with a new hire, but a dedicated plan to review, educate and verify employee practices constantly. .
- d. Two of Republic Services' ambitious sustainability goals are tied to specific safety metrics. These include reducing our Occupational Safety and Health Administration Total Recordable Incident Rate to 2.0 or less and
 - 1) **Training:** Republic Services has the lowest occurrence of incidents and crashes in the industry due to our company-wide emphasis on safety, extensive employee training and ongoing educational development programs. Republic Services requires all operations personnel to participate in extensive classroom training and testing, as well as on-road auditing and policy reinforcement.
 - 2) **Personal Protective Equipment:** Republic Services is committed to providing the safest collection and disposal processes possible. We recognize that effective management of worker safety and health protection is a decisive factor in reducing the extent, severity, and cost of work-related injuries and illnesses. Eye, face, head, hand, and high visibility PPE is required to be worn when applicable.

5. **Reporting**

- a. **Detailed monitoring and reporting:**
Republic Services as the responsible agent to fulfill several of its responsibilities under AB 341, AB 939, AB 1594, and SB 1383. However, San Pablo cannot delegate its authority to Republic Services for the imposing of civil penalties to non-compliant generators.
- b. **Method Used to Track Tonnage:** It is required that all collection vehicles are weighed daily after collection at each of the designated post-collection facilities. All truck weights are captured, reported, and maintained through our PC Scales software.
- c. **Process for Reporting Complaints:** We track all service recipient complaints through our InfoPro system and record notes within the customer's account. Should there be any disputes we will provide the full-service log to the Cities as required by the RFP. Please refer to our Customer Service Plan for a detailed process on the protocols for all customer service interactions.

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Exhibit 8

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Processing and Disposal Facilities

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Exhibit 8

Processing and Disposal Facilities

West County Resource Recovery – Recycling Center

- Address: 101 Pittsburg Ave. Richmond, CA 94801
- Owner/ Operator: Republic Services
- Permit Status: Current**
- Permitted Capacity: 1,200 tons per day

Republic Services has equipped the West County Resource Recovery Center with cutting-edge sorting technology, capable of processing over 200 tons of residential, commercial, and industrial recycling daily. This innovation helps meet the growing demand for recycling and empowers our customers to achieve their sustainability goals. WCRR also provides CRV recycling buyback, mattress recycling for member agency cities of the West County JPA, and Household Hazardous Waste (HHW) drop-off for all residents of West Contra Costa County. Compost giveaway is offered once a month for West County residents.

Household Hazardous Waste Facility

- Address: 101 Pittsburg Ave. Richmond, CA 94801
- Owner/ Operator: Republic Services
- Permit Status: Current** Permitted Capacity: no tons per day limit

The HHW facility offers no-cost (SFD) drop offs of common household hazardous waste materials such as automotive fluids, batteries, fluorescent light bulbs, paints, stains, solvents, etc. Drop off is currently available to all West Contra Costa County residents. Additionally, mattresses, box springs, and futons may also be dropped off at the HHW facility by Richmond.

Golden Bear Transfer Station

- Address: 1 Parr Blvd, Richmond, CA
- Owner/ Operator: Republic Services
- Permit Status: Current**
- Permitted Capacity:

BAAQMD Tonnage: 2,000 tpd; 730,000 tpy

SWFP Tonnage: 1,000 tpd 7-day average; peak of 1,400 tpd. tonnage not to go over 7,000 tons per week.

- SWFP Trips: 1,706 vehicle trips per day

The Golden Bear Transfer Station processes approximately 440 tons of municipal solid waste (MSW) per day. Materials such as metals, mattresses, tires, electronics, and carpet are diverted from the MSW pile and recovered for recycling purposes.

West Contra Costa Sanitary Landfill Organics Material Processing Facility

- Address: 1 Parr Blvd, Richmond, CA
- Owner/ Operator: Republic Services
- Permit Status: In Review**
- Permitted Capacity:
 - SWFP Tonnage: 1,134 tons/day maximum
 - BAAQMD Permit Tonnage: 130,000 tons across any consecutive 12-month period

WCCSL's 2017 CASP upgrade processes 325 tons of organics daily, achieving 50% faster composting, 25% water reduction, and 95% lower emissions compared to the old system.

West Contra Costa Sanitary Construction and Demolition Recycling Facility

- • Address: 1 Parr Blvd, Richmond, CA
- Owner/ Operator: Republic Services
- Permit Status: In Process**
- Permitted Capacity:
 - SWFP Tonnage: 196 tons/day or 51,000 tons/year
 - **BAAQMD Tonnage**
 - ◆ Concrete: 30,000 tons across any consecutive 12-month period
 - ◆ Wood: 19,000 tons across any consecutive 12-month period

The C&D facility accepts concrete, dirt, clean wood, and mixed C&D debris for recovery. On average, the facility processes approximately 27 tons of material per day.

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Exhibit 9
Sustainability and Compliance Plan

Exhibit 9

Sustainability and Compliance Plan

1. The Approach to Programs and Facility Requirements

a) Proposed Operating Procedures **Sustainability and Compliance Plan** **Transition to Zero Emission Vehicles**

Republic Services is able to transition to residential zero emission vehicles (ZEVs) by the commencement of the contract on July 1, 2025, should the city select that alternative option provided in Section 6. Our technical proposal provided in Section 4 gives our analysis on the benefits and tradeoffs associated with implementing electric vehicles.

Tracking GHG Emission Reduction

Greenhouse Gas (GhG) emissions in our industry originate from two main sources. The largest source is the GhG emissions from the decomposition of material at a modern landfill, with the landfill gas typically captured and processed to create energy or Renewable Natural Gas (RNG). The second source is the emissions of the collection fleet vehicles, based on fuel type for the vehicles. As new programs are added to a contract to divert material from the landfill, the associated GhG emissions for those materials are factored as a reduction of emissions. An example of this is the diversion of food and organics from the landfill to beneficial reuse such as compost or energy. In addition, the migration of fleet vehicles from emission producing fuels to zero emission electricity also contributes to GhG reductions overall.

Republic Services recognizes the significance of our GhG reduction efforts on the Climate Action Plans and Goals of our partner municipalities. To assist in measuring and tracking these emission reduction contributions, we are developing a *Municipal Carbon Calculator*. Our tool allows the baseline and future tracking of the collection and post-collection operation, and the changes in material composition across the customer base, as well as the evolution of fleet fuels. The tool also uses the U.S. Environmental Protection Agency’s (EPA’s) Emission Factors for Greenhouse Gas Inventories, the EPA’s Volume-to-Weight Conversion Factors, and the EPA’s Waste Reduction Model (WARM) v15.

Although the tool is in development, our initial estimate of the GHG emissions generated and avoided for the City of San Pablo is provided in the table on the next page. Moving forward, Republic Services plans to refine this tool to manage, track, and provide updated information on GHG emissions and reduction.

San Pablo GHG Table

	EST. YEARLY EMISSIONS GENERATED (METRIC TONS CO2e) - 1	EST. YEARLY EMISSIONS AVOIDED (METRIC TONS CO2e) - 2	EQUIVALENT TO PREVENTING - 3	EQUIVALENT TO PREVENTING - 4
Residential Customers	4,812	13,814	15,334,245	1,562,985
Commercial Customers	2,518	3,371	3,728,358	379,260
Industrial Customers	154	296	326,997	33,260

*Emissions generated via transport and decomposition of waste in a landfill. Fewer emissions are generated by recycling and composting.

*Emissions avoided via recycling and composting, versus sending the same material to the landfill.

Coal (pounds) Natural Gas (gallons)

- 1 - Represents the full life?cycle generation associated with extraction, manufacturing or processing, transportation, and end of life management of new materials.
- 2 - Represents the full life?cycle benefits associated with avoiding the extraction, manufacturing or processing, transportation, and end of life management of new materials.
- 3 - Emissions avoided through recycling and organics diversion are equivalent to the emissions that would be avoided by preventing the described use of either coal.
- 4 - Emissions avoided through recycling and organics diversion are equivalent to the emissions that would be avoided by preventing the described use of either gasoline.

Our methodology uses the U.S. Environmental Protection Agency’s (EPA’s) Emission Factors for Greenhouse Gas Inventories, the EPA’s Volume-to-Weight Conversion Factors, and the EPA’s Waste Reduction Model (WARM) v15. This calculator presents emissions based on models, not measurements. Therefore, the values provided shall not be used to report an exact quantification of your emissions. The values above represent the emissions released or avoided by one year of the selected services based on current service levels that have multiple assumptions to consolidate service into definable categories and weights.

b. Use of Local Vendors

We support local vendors in the following ways.

Use of local dealerships for service and repairs

We order vehicle parts from local warehouses

Improves fleet reliability

Reduces GHG emissions

Lowers downtime

We use local temp agencies exclusively

For employee engagement and sponsored events we use local restaurants and business.

2. Meeting Diversion Requirements

Diversion Programs

SFD

Republic Services shall continue to offer the following collection programs to Single Family Dwellings, Multi-Family Dwellings, commercial, and industrial customers.

- Green Container for Commingled Organic Waste
 - Only food waste, yard waste, green waste, and food-soiled paper allowed in each container.
- Blue Container for Recyclables
 - Traditional recyclables, such as bottles, cans, plastics, and organic waste such as paper and cardboard
- Black Container for Non-Organic Waste
 - Items destined for a landfill that cannot be recycled or composted (including animal waste)

MFD & Commercial Diversion Programs

To meet the expectations of the City's RFP:

Preference for a 3-container source-separated collection system for achieving compliance with SB 1383; and high diversion goals.

Republic Services has proposed a wide range of recycling program container sizes, frequencies, and opportunities for reduced MSW collections from customers' current service levels:

- Website availability of diversion requirements
 - Tips to becoming a better recycler
 - Recycling insights and information
 - (PBS) Where does your recycling go?
 - Recycling Simplified
- Sustainability program leader initiative
- MFD service guides
- MFD brochures
- MFD toolkit
- Indoor containers – Republic Services shall provide a variety of indoor containers to support proper recycling and organics collection. Sustainability Advisors will assist in set up to ensure maximum diversion.
- Posters, guides, stickers, bin labeling – Sustainability Advisors shall provide this material during initial site visit and as needed in the future.
- Waste presentations and trainings – Sustainability Advisors will provide waste trainings to staff, managers, janitors, etc. to encourage proper sorting and program participation. Republic intends to be a fully active and committed partner to the cities in educating the customer base, enrolling them in required recycling programs, and shifting away from the voluntary mindset to comply with the

law. To achieve this, the City's mandatory participation ordinance with enforceable actions will be essential to obtaining our joint success. As will the default bundled rate program where every customer is provided with a minimum of 96-gallon once per week recycling service.

Bulky Waste Diversion Program

Republic Services has proposed a wide range of bulky waste diversion programs and information such as:

- On-call curbside household bulky items & electronic waste pickup
- Mattresses
- TVs
- White goods (refrigerators, washers, dryers, household appliances)

We utilize two of our facilities: the Household Hazardous Waste Facility to divert mattresses, box springs, and futons and the Golden Bear Transfer Station to divert materials such as metals, white goods, mattresses, tires, electronics, and carpet.

C&D Waste Diversion Program

For construction and demolition projects, services will be performed in a manner that complies with CalGreen requirements, which currently includes a 65% minimum diversion rate stipulation at all covered projects.

4. Diversion Facilities

-West County Resource Recovery – Recycling Center

- Address: 101 Pittsburg Ave. Richmond, CA 94801
- Owner/ Operator: Republic Services
- Permit Status: Current**
- Permitted Capacity: 1,200 tons per day

Republic Services has equipped the West County Resource Recovery Center with cutting-edge sorting technology, capable of processing over 200 tons of residential, commercial, and industrial recycling daily. This innovation helps meet the growing demand for recycling and empowers our customers to achieve their sustainability goals.

WCRR also provides CRV recycling buyback, mattress recycling for member agency cities of the West County JPA, and Household Hazardous Waste (HHW) drop-off for all residents of West Contra Costa County. Compost giveaway is offered.

3. Contamination Minimization

Republic Services are required to monitor containers to minimize prohibited cart contaminants. Monitoring requires annually auditing containers along every collection route to ensure all containers are correctly sorted.

A high contamination level requires more processing and negatively affects the quality of the finished product. To achieve a sustainable recyclable and organic diversion program and meet the law's monitoring requirement, and Republic Services must work together to minimize contamination in every container. Republic Services are required to monitor containers to minimize prohibited cart contaminants. Our proposed contamination minimization program will include:

- Route Reviews: Carts randomly selected and physically inspected along each route, throughout each year.
- Waste Evaluations: once per year, as directed by the city, for each customer and commodity type.
- Notify Customers: Cart/bin "Oops," tags will inform customers of proper material separation and reason for non-collection.
- Contamination Fees: Contamination fees will be charged to all customers with contaminated carts/bins after the two initial observations and subsequent "warnings," per year to address the added costs to further process and dispose of the contaminated materials.

Upon Republic's observation of contaminated materials, a customer service representative or dispatcher will contact customer that same day. If returned service is requested by the customer within two business days, Republic will return and provide service the next business day. (see alternative)

- a. Compliance Review
- b. Contamination Monitoring Plan
- c. Route Reviews
- d. Waste Evaluations
- e. Contamination Noticing and Adequate Service Levels
- f. Route Reviews & Waste Evaluations
- g. Route Review Efficiency

4. Air Emission Reduction

All collection vehicles are in compliance with CARB's low carbon alternative fuel regulations. Consistently well-maintained collection vehicles greatly cut emissions (and noise).

5. Reducing Wear and Tear on City Streets

Optimized routes reduce vehicle miles traveled and street wear and tear. Republic has partnered with its equipment manufacturers to design vehicles that have increased carrying capacity, which minimizes trips to the transfer station, reducing vehicle miles traveled.

7. Environmental Stewardship

We use renewable fuel vehicles for all collection activities.

Recycled Products – Operations

Vehicle fluids recycling

We recycle all capturable vehicle fluids through a local vendor allowing for circularity of any necessary hydrocarbon fluids.

Maintenance core returns

Most parts used within our trucks use "cores" which can be refurbished and reused within a future remanufactured part.

Use of local parts vendors to reduce GHG emissions

In order to maintain our fleet in the most efficient manner and support the local vendor network we primarily source our parts from local vendors which has a beneficial effect of reducing GHG emissions from shipping parts over long distances.

Metal recycling

We take every opportunity to recycle metals within our maintenance processes to avoid wasteful introduction of primary metals and recover some of our cost of purchase, thereby reducing rates to service recipients.

Tire recycling, All tires that are worn to the point of being removed from service or irreparably damaged are diverted from landfills via partnering with our tire partner.

- a. Water and Power Conservation /Waste Reduction and Reuse
- b. 3 stream system set up in breakrooms to capture all food waste, recycling, and trash
- c. ▪ Each desk area has recycling baskets
- d. ▪ Recycling baskets are readily available at all printer stations around the office.
- e. ▪ Nearly all employees have their own reusable water bottle.
- f. ▪ Kitchen is stocked with re-usable cups, plates, and utensils to minimize single use waste
- g. ▪ E-waste (laptops, cell phones, keyboards, printer ink) is returned to IT for recycling or internal reuse
- h. ▪ Batteries and other HHW are collected and dropped off to the HHW facility in Richmond
- i. ▪ Electricity is reduced after hours and weekends
- j. ▪ Upgraded water system – integrated filtration system that eliminates the need for single use plastic water bottles and water jugs

- k. Our office fosters a culture of sustainability through a comprehensive waste reduction and recycling program. Breakrooms boast a 3-stream system for food scraps, recyclables, and general trash, while personal recycling baskets sit at every desk. Printer stations are equipped with readily available recycling bins, and nearly all employees carry their own reusable water bottles, minimizing single-use plastic. The kitchen is stocked with reusable plates and utensils, further minimizing single-use waste. Even electronics get a second life through responsible e-waste recycling by the IT team. Responsible energy use extends to after-hours and weekends with reduced electricity consumption, and a state-of-the-art water filtration system eliminates the need for plastic water bottles. Additionally, the commitment to sustainability extends beyond waste, with electricity being conserved after hours and weekends, demonstrating our dedication to both environmental and economic responsibility
- l. Procurement
- m. Other

6. Innovative “Green Approach”

a. Electric Collection Vehicle Technology

b. Innovative Facilities

c. Polymer Center Plastic Circularity – Polymer Center

d. With increasing desire to address the plastic recycling challenges, Republic Services offers a unique and leading ability to enable greater plastic circularity for our municipalities.

e. There is a growing gap in the North American supply chain for recovered plastics to serve Consumer Packaged Goods (CPG) manufacturers’ increasing goals as well as state legislation mandating circularity. This is driven by the inability for traditional recycling centers to generate the CPG level quality that manufacturers need, as well as the barrier that exist for a third party to aggregate enough volume to make such business economically viable. Republic Services has a solution for this challenge.

f. Understanding the Market

g. Plastic packaging in North America faces a challenge to achieve circularity in recycling. For example, the likelihood of a water bottle in America becoming another water bottle is slim. This is attributed to three key factors: 1) public education, 2) lack of proper recycling opportunities, and 3) the ability of the plastic material to be properly separated and aggregated into a quality that manufacturers can accept into their production lines.

h. Public education and proper recycling opportunities are tightly coupled. Typical PET water bottles for instance, are designed for convenience, and are likely disposed of away from home in waste containers destined for a landfill. Municipalities that work on public education, as well as comprehensive placement of recycling containers throughout the municipality, create a much higher probability that plastics will make their way to a modern recycling center, rather than a landfill.

i. However, once plastics arrive at a modern recycling center, the technology design at these facilities yields a bale that contains a mix of cross-contamination, which means the bale

j. contains plastic grades that are not optimized for the increasing CPG goals and quality requirements. Currently, a majority of PET that is recovered in a modern recycling center is “downcycled” into carpet and textiles.

k. j. Of roughly 14 million tons of North American consumer packaging plastics that are generated every year, 10M tons are landfilled, and 2M tons are incinerated. Of the 2M tons that are recovered through modern recycling programs and centers,

l. Landfill Gas Recovery for Power Generation

Carbon Calculator

m. Covered Aerated Static Pile (CASP) System

n. In 2017, WCCSL transitioned from a windrow compost system to a Covered Aerated Static Pile (CASP) system. The new CASP system utilizes components directly from landfill gas collection system equipment including HDPE headers and aerators, blower systems, and state-of-the-art SCADA system temperature and moisture controls. Advantages of the CASP are up to 95% reduction in emissions when compared to the windrow system, 50% reduction in composting time, and 25% reduction in water use

o. The facility receives approximately 85,000 tons per year (or about 325 tons per day) of organics.

p. All facilities are local.

q. Compost is donated back to community via compost giveaways.

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Exhibit 10

Education and Outreach Plan

Exhibit 10

Education and Outreach Plan

1. Prior to Service Start Activities

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

We will include language on future communications detailing any new and enhanced services.
Issue procurement fee and performance bond to city.

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

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

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

Develop any additional new routes associated with selected new services.

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

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

Update Republic Services website with new agreement programs and services.

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

2. Implementation Programs

Schedule of Materials/Service Brochures

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

- School education and outreach (annually, on or before September 30th)
- Recyclability of materials brochure (one-time, to all ratepayers)
- Acceptable/unacceptable organics brochure (one-time, to all ratepayers)
- Compliance notices (as needed and ongoing)

Technical assistance site visits (at least 20 phone calls per month and 40 site visits across all commercial customers. Each customer will be visited once every five years.) \

How-to posters (distributed during site visits)

Public events and booths (on-call)

- Various outreach (on-call):
 - Local paper
 - News Websites
 - Social Media
 - HOAs
 - Civic Groups

Annual service brochure (annual to all ratepayers)

Quarterly newsletters (value added service offering by Republic Services)
City specific website (ongoing)

Acceptable materials labeling (upon distribution of new carts)

Additional programs and services (as agreed upon between Republic and city per Section 20.12 of the draft agreement)

Community Meetings: Republic Services may schedule meetings and/or public presentations to HOAs, business and neighborhood groups, volunteer organizations, etc. to provide recycling-related information and encourage compliance with programs/mandatory collection services.

Written Notices and Outreach Material: Service guides shall be mailed to each new customer which include Republic Services' Residential Service Guide. This service guide outlines sorting of materials for proper disposal shown through both text and images. It shall also outline the proper handling of universal and hazardous wastes, proper cart set-out procedures, weekly collection schedule, holiday schedule and additional resources for customers. Republic Services shall prepare and distribute an annual mailer promoting compost giveaways, Christmas tree collection, and other collection activities. The direct mail piece shall include the date and time of each event, regular weekly collection schedule, acceptable materials for collection and any relevant set-out instructions. Republic Services shall prepare and distribute quarterly newsletters to all customers that creatively inform residents and businesses about collection and waste reduction programs.

City, School, Facilities, and Business Community Programs: In pursuit of maximizing waste diversion within the City of San Pablo, Republic Services, proposes a multifaceted approach encompassing targeted community campaigns and empowered Sustainability Advisors. Republic Services proposes the following:

- Increase diversion through targeted campaigns.
- Comprehensive service guide for commercial customers and staff
- Maximize diversion and compliance via site visits, waste audits and contamination tags.
- Highlight and award exemplary commercial businesses.
- Offer interior recycling.

City Staff Training: We will commit to collaborating with city staff and developing training education materials tailored to the city staff, public works facilities, and processes to achieve the highest level of diversion.

Engaging residents of MFDs: To empower the City of San Pablo's MFD communities to become active participants in responsible waste management, Republic Services proposes a comprehensive recycling initiative built on three pillars: information, engagement, and convenience. To achieve ambitious state diversion goals, Republic Services prioritizes aggressive public education, particularly targeting MFDs. Through dedicated outreach efforts, we empower MFDs to become active participants in responsible waste management:

Engaging Spanish-speaking residents:

Translating educational materials into Spanish.

Recognizing diverse voices, Spanish presentations may be delivered by bilingual Sustainability Advisors and shall ensure inclusivity for ESL students, effectively educating and engaging a broader audience to participate in waste diversion.

3. Methods to Reduce Contamination:

Produce and distribute Multi-Family Service Guide and other collateral materials designed specifically to reach multi-family residents. These items shall describe topics such as: how to prepare and sort materials for disposal collection. The Guide will be printed in sufficient numbers for distribution to all impacted multi-family customers.

4. Benefits of Participation: In addition to meeting the requirements of the RFP, Republic offers several value-added services that are benefits of our partnership together. Many of these also translate into differentiators that the cities enjoy with a Republic partnership that they would not otherwise receive from other bidders. For over 100 years, Republic Services and its predecessor subsidiary, Richmond Sanitary Service, has been a trusted partner with the City of San Pablo. In every sense we are truly a fabric of the community, and our partnership is generational, having employed second and third generation employees who proudly live and work in the city of San Pablo. This, in combination with our philosophy to provide competitive pay, health and welfare benefits including retirement, makes Richmond Sanitary Services/Republic Services an employer of choice in the community. Our recycling, composting and solid waste services combined with the administrative support, generates 40 of jobs in the City of San Pablo. As a Company and community partner, we recognize that technical training schools and the costs associated with acquiring the required skill sets and certifications for certain positions at our company can be a hardship. This recognition has led Republic Services to invest in and establish an internal Renewable Fuels Technician Training School and Commercial Driver's License program creating a pathway for potential employees to learn the necessary skills leading to a rewarding skill and trade. Consistent on-the-job training and education is available to employees through partnerships with vendors and financial contributions to the Trade Unions Apprenticeship Program. It is our commitment to continuous training and development that creates lasting careers for our employees and the community. Our investment in employee development and advancement leads to low employee turnover and overall, a positive employee experience.

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Exhibit 11
Acceptable Recyclable Materials

Exhibit 11
Acceptable Recyclable Materials
Recyclable Materials include but are not limited to:

<p style="text-align: center;"><u>Aluminum cans</u> <u>Aerosol cans</u> <u>Aseptic containers</u> <u>Brochures</u> <u>Cardboard</u> <u>Cereal boxes</u> <u>Clothes hangers (both plastic and metal)</u> <u>Computer paper</u> <u>Coupons</u> <u>Envelopes</u> <u>Frozen food boxes and trays</u> <u>Glass bottles/jars</u> <u>Glass cosmetic bottles</u> <u>Junk mail</u> <u>Laundry bottles</u></p>	<p style="text-align: center;"><u>Magazines/catalogs</u> <u>Newspaper</u> <u>Paper</u> <u>Paper tubes</u> <u>Phone books</u> <u>Pizza boxes</u> <u>Plastic containers #1-#7</u> <u>Plastic film</u> <u>Plastic milk jugs</u> <u>Plastic bags</u> <u>Tin cans</u> <u>Tissue boxes</u> <u>Wrapping paper</u></p>
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Exhibit 12
Electric Vehicles

1. **Electric Vehicle Side-Loader Collection Service Requirement:** Except as provided herein, side-loading Collection Vehicles (i.e., all Collection Vehicles that service exclusively Carts) operated by Contractor in performing the services required by the Agreement shall be operated via electricity (i.e., “Electric Vehicles”) and not internal combustion engines (i.e., “non-Electric Vehicles”).

2. **Exceptions to Side-Loader Collection Service Requirement:** Contractor may operate side-loading Collection Vehicles performing the services required by the Agreement that are non-Electric Vehicles only in the following events. In such cases, Contractor shall employ Collection Vehicles that utilize low carbon fuel (per Section 18.03 of this Agreement).
 - a. **Breakdown:** An Electric Vehicle breaks down during completion of a route and no other Electric Vehicles are available for route completion. Contractor shall provide written notice to the City within 48 hours of such an occurrence.

 - b. **Inability to Charge:** The Contractor’s electricity service provider is unable to provide electricity for Electric Vehicle charging. Contractor shall provide written notice to the City at least 48 hours in advance of planned event and shall provide written notice within 48 hours after an un-planned event.

 - c. **Events of Force Majeure:** Including without limitation the events and circumstances set forth in Section 25.05 of this Agreement.

 - d. **Other Circumstances Beyond Contractor’s Control:** Including manufacturing defects, recalls, retrofit requirements, and documented failure of EV technology resulting in the inability to conduct the services required by this Agreement.

 - e. **Permanent Inability to Perform:** In the event of permanent inability to operate side-loading Collection Vehicles that are Electric Vehicles as a result of conditions described in provision 2.c or 2.d, Contractor shall implement reductions in the Maximum Service Rates of \$2.13 per Cart for Cart accounts and \$2.33 per yard for Bin accounts, with such amounts being escalated by the annual CPI Adjustment Calculation per Section 6.03.1 of the Agreement.

3. **Contingency Plan for Inability to Charge:** Contractor shall develop and implement a Contingency Plan, to be approved by the City, regarding Contractor’s performance of side-loading Collection operations if Contractor’s electricity service provider is unable to provide electricity for Electric Vehicle charging. Such Contingency Plan shall address both planned and un-planned events, shall include details regarding Contractor’s

3817 notification of such events to the City, and shall also address short-term (i.e., hours or a
3818 single day) vs. long-term (i.e., multi-day) events.

3819 4. **Electric Vehicle Specifications:** Contractor shall provide City with specifications
3820 documenting that, as of the Commencement, five (5) side-loading Collection
3821 Vehicles operated by Contractor in performing the services required by the
3822 Agreement are Electric Vehicles. Such documentation shall be provided to the
3823 City in writing prior to the Commencement Date of the Agreement and Contractor
3824 shall provide updated specifications to the City any time a change in Electric
3825 Vehicle specifications occur. The five (5) side-loading Collection Vehicles that are
3826 Electric Vehicles represent the number of needed side-loading Collection
3827 Vehicles proposed by Contractor to the City in its 2024 proposal; if additional
3828 side-loading Collection Vehicles are needed during the Agreement Term (e.g.,
3829 due to growth in accounts and/or containers serviced by side-loading Collection
3830 Vehicles) the City and Contractor will meet and confer regarding appropriate
3831 adjustments to the terms and conditions of this Exhibit.

3832 5. **Charging Station Specifications:** Contractor shall provide City with the
3833 specifications of the charging stations used to charge Electric Vehicles. Such
3834 documentation shall be provided to the City in writing prior to the
3835 Commencement Date of the Agreement and Contractor shall provide updated
3836 specifications to the City any time a change in charging station specifications
3837 occur. Contractor will review opportunities to install solar for electric charging
3838 throughout the term of the Agreement when it provides a fiscal benefit.

3839 6. **Maintenance Requirements:** Contractor shall perform all maintenance
3840 necessary as recommended by the vehicle manufacturers.

3841 7. **Quarterly Reporting Requirements:** Contractor shall provide quarterly written
3842 reports to the City that include the following information. Reports for the prior
3843 quarter shall be provided by the 30th of the month following the end of the
3844 quarter.

3845 a. All instances of Breakdown per Section 2.a of this Exhibit, including the
3846 date, time, route number, the identification number of the Electric Vehicle,
3847 and the identification number of the substituting non-Electric Vehicle.
3848 Contractor shall include a summary of the cause of Breakdown and
3849 maintenance activities performed to resolve it.

3850 b. All instances of Inability to Charge per Section 2.b of this Exhibit, including
3851 the date, time, affected route numbers, and the identification numbers of
3852 the substituting non-Electric Vehicles. Contractor shall include a summary
3853 of the cause of Inability to Charge, duration of Inability to Charge event,
3854 and maintenance activities performed to resolve it.

3855 c. All instances of a non-Electric Vehicle operating on a side-loading route
3856 that were not subject to the Exceptions listed in Section 2 of this Exhibit,
3857 including the date, time, affected route numbers, and the identification
3858 numbers of the substituting non-Electric Vehicles. Contractor shall include
3859 a summary of the reason that non-Electric Vehicle was deployed on a
3860 side-loading route.

3861 8. **Additional Reporting:** Contractor shall, upon City request, provide reports to the
3862 City that include the following information.

3863 a. Summary of amount of average daily electricity used to charge an Electric
3864 Vehicle.

3865 b. Summary of average annual costs per Electric Vehicle for charging and
3866 maintenance and a comparison of that average to average annual costs
3867 for non-Electric Vehicle fueling and maintenance.

3868 c. Summary of average annual costs per charging station for maintenance.

3869 d. Copies of Contractor's reporting documents submitted to the California Air
3870 Resources Board as required by the Advanced Clean Fleets regulation.

3871 9. **Other Reporting Requirements:** Contractor shall work collaboratively with the
3872 City in providing information to the public about Electric Vehicles. Contractor shall
3873 provide information requested by the City for public outreach and education
3874 purposes (i.e., photographs of Electric Vehicles, information about Electric
3875 Vehicle performance, etc.). Contractor shall also provide information requested
3876 by the City necessary for securing funding (i.e., grant funding) to offset the
3877 amount of ratepayer compensation to Contractor for implementation of Electric
3878 Vehicles. Contractor shall respond to all such requests within fifteen (15)
3879 business days.

3880