

**FRANCHISE AGREEMENT  
BETWEEN  
CITY OF SAN LEANDRO  
AND  
ALAMEDA COUNTY INDUSTRIES, INC.  
FOR  
RECYCLABLES, ORGANICS, AND SOLID WASTE  
COLLECTION SERVICES**

**JULY 15, 2024**



# TABLE OF CONTENTS

<b>RECITALS .....</b>	<b>1</b>
<b>ARTICLE 1. GRANT AND ACCEPTANCE OF FRANCHISE.....</b>	<b>2</b>
1.1 Grant and Acceptance of Franchise .....	2
1.2 Limitations to the Franchise .....	2
1.3 Obligations of Parties .....	4
<b>ARTICLE 2. TERM OF AGREEMENT .....</b>	<b>5</b>
2.1 Term and Option to Extend .....	5
2.2 Conditions to Effectiveness of Agreement .....	5
<b>ARTICLE 3. SCOPE OF AGREEMENT .....</b>	<b>6</b>
3.1 Summary Scope of Services .....	6
3.2 Use of Approved and Designated Facilities .....	7
3.3 Subcontracting .....	7
3.4 Responsibility for Materials .....	7
3.5 City-Directed Changes to Scope .....	8
<b>ARTICLE 4. SCOPE OF SERVICES .....</b>	<b>8</b>
4.1 Designated Facilities .....	8
4.2 Recyclable Materials .....	9
4.3 Organic Materials .....	10
4.4 Bulky Items, Reusable Materials, and Textiles .....	10
4.5 Construction and Demolition .....	12
4.6 Solid Waste .....	12
4.7 Abandoned Waste .....	13
4.8 City-Designated Events .....	13
4.9 Public Litter Containers .....	14
4.10 Public Education and Outreach .....	15
4.11 Billing .....	16
4.12 Customer Service Program .....	18
4.13 Access to Customer Service and Billing Systems .....	21
4.14 Service Exemptions .....	22
4.15 Climate and Disaster Resiliency .....	24
<b>ARTICLE 5. STANDARD OF PERFORMANCE.....</b>	<b>25</b>
5.1 General .....	25
5.2 Operating Hours and Schedules .....	25
5.3 Collection Standards .....	26
5.4 Collection Vehicle Requirements .....	29
5.5 Container Requirements .....	32
5.6 Personnel .....	35
5.7 Hazardous Waste Inspection and Handling .....	38
5.8 Contract Management .....	38
5.9 Environmentally Preferable Purchasing .....	39

5.10	Local Purchasing Preference .....	39
5.11	Diversion Requirements .....	40
<b>ARTICLE 6. RECORD KEEPING AND REPORTING .....</b>		<b>41</b>
6.1	Record Keeping .....	41
6.2	Report Submittal Requirements .....	42
6.3	Performance Review and Audit.....	42
<b>ARTICLE 7. CITY REIMBURSEMENTS.....</b>		<b>43</b>
7.1	Franchise Fee .....	43
7.2	Contract Administration Reimbursement.....	43
7.3	Vehicle Impact Reimbursement .....	43
7.4	Other Reimbursements .....	43
7.5	Adjustment To reimbursements .....	43
7.6	Payment Schedule and Late Fees .....	44
7.7	Procurement Reimbursement Fee .....	44
<b>ARTICLE 8. CONTRACTOR'S COMPENSATION AND RATE SETTING .....</b>		<b>44</b>
8.1	General .....	44
8.2	Rates and Annual Adjustments .....	45
8.3	Extraordinary Rate Adjustments.....	46
<b>ARTICLE 9. INDEMNITY, INSURANCE, AND PERFORMANCE BOND.....</b>		<b>47</b>
9.1	Indemnification .....	47
9.2	Insurance .....	51
9.3	Performance Bond .....	54
<b>ARTICLE 10. DEFAULT AND REMEDIES.....</b>		<b>54</b>
10.1	Events of Default.....	54
10.2	Right to Terminate Upon Event of Default.....	56
10.3	City's Remedies In the Event of Default.....	56
10.4	Possession of Records Upon Termination .....	57
10.5	City's Remedies Cumulative; Specific Performance.....	57
10.6	Performance Standards and Liquidated Damages.....	57
10.7	Excuse from Performance.....	59
10.8	Right to Demand Assurances of Performance .....	60
10.9	Dispute Resolution .....	60
10.10	Cooperation and Disputes Between Contractor and Approved or Designated Facilities .....	60
<b>ARTICLE 11. REPRESENTATIONS AND WARRANTIES OF THE PARTIES.....</b>		<b>61</b>
11.1	Contractor's Corporate Status.....	61
11.2	Contractor's Corporate Authorization .....	61
11.3	Agreement Will Not Cause Breach.....	61
11.4	No Litigation .....	62
11.5	No Adverse Judicial Decisions .....	62
11.6	No Legal Prohibition .....	62
11.7	Contractor's Ability to Perform.....	62

<b>ARTICLE 12. OTHER AGREEMENTS OF THE PARTIES .....</b>	<b>62</b>
12.1 Relationship of Parties .....	62
12.2 Compliance with Law .....	63
12.3 Governing Law .....	63
12.4 Jurisdiction .....	63
12.5 Binding on Successors.....	63
12.6 Assignment .....	63
12.7 No THIRD-PARTY Beneficiaries .....	65
12.8 Waiver .....	65
12.9 Notice Procedures.....	65
12.10 Representatives of the Parties .....	66
<b>ARTICLE 13. MISCELLANEOUS AGREEMENTS.....</b>	<b>66</b>
13.1 Entire Agreement .....	66
13.2 Section Headings .....	66
13.3 References to Laws .....	66
13.4 Amendments .....	66
13.5 Severability.....	67
13.6 Counterparts .....	67
13.7 Exhibits.....	67

## List of Exhibits

- A. Definitions
- B. Direct Services
  - B1. Single-Family Residential Services
  - B2. Multi-Family Residential Services
  - B3. Commercial Services
  - B4. City Services
  - B5. City Facility Service Levels, Locations, and Special Events
- C. Public Education and Outreach Requirements
- D. Reporting Requirements
- E. Rate Adjustment Methodology
  - E1. Multi-Index Rate Adjustment Methodology
  - E2. Cost-Based Rate Adjustment Methodology
- F. Performance Standards and Liquidated Damages
- G. Contractor's Proposal
  - G1. Cost Basis for Proposal
  - G2. Initial Rates for Collection Services
  - G3: [Reserved]
  - G4. Implementation Plan and Schedule
  - G5. Approved Subcontractors
  - G6. [Reserved]
  - G7. Contractor's Proposed Fleet Replacement Plan

- H. Performance Bond
- I. Environmentally Preferable Purchasing Policy
- J. Contamination Monitoring and Route Reviews
- K. Special Assessment Procedure
- L. List of Public Litter Container Locations
- M. Map of City Service Area

1                                   **FRANCHISE AGREEMENT**  
2                                   **BETWEEN**  
3                                   **CITY OF SAN LEANDRO**  
4                                   **AND**  
5                                   **ALAMEDA COUNTY INDUSTRIES, INC.**  
6                                   **FOR RECYCLABLE MATERIALS, ORGANIC MATERIALS, AND**  
7                                   **SOLID WASTE SERVICES**

8   THIS FRANCHISE AGREEMENT is made and entered into as of \_\_\_\_\_, 2024 between the  
9   City of San Leandro, California, a political subdivision of the State of California (hereinafter "City"), and  
10   Alameda County Industries, Inc., (hereinafter referred to as the "Contractor").

11                                   **RECITALS**

12   This Agreement is entered into with reference to the following facts and circumstances:

13   **WHEREAS**, the Legislature of the State of California, by enactment of the California Integrated Waste  
14   Management Act of 1989 (AB 939) (California Public Resources Code Section 40000 et seq.), has declared  
15   that it is in the public interest to authorize and require local agencies to make adequate provisions for  
16   Solid Waste Collection within their jurisdiction; and

17   **WHEREAS**, the State of California has found and declared that the amount of refuse generated in  
18   California, coupled with diminishing Disposal capacity and potential adverse environmental impacts from  
19   landfilling and the need to conserve natural resources, have created an urgent need for State and local  
20   agencies to enact and implement an aggressive integrated waste management program. The State has,  
21   through enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs  
22   and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016  
23   (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of  
24   2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible  
25   State agency, and all local agencies, to promote Diversion and to maximize the use of feasible waste  
26   reduction, re-use, Recycling, and Composting options in order to reduce the amount of refuse that must  
27   be Disposed; and

28   **WHEREAS**, SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, Solid Waste  
29   facilities, and other entities to support achievement of State-wide Organic Waste Disposal reduction  
30   targets; and

31   **WHEREAS**, pursuant to California Public Resources Code Section 40059(a)(2), the City has determined that  
32   the public health, safety, and well-being require that an exclusive right be awarded to a qualified  
33   Contractor to provide for the Collection of Recyclable Materials, Organic Materials, and Solid Waste and  
34   other services related to meeting the City's economic and environmental goals; and

35 **WHEREAS**, the City further declares its intent to approve and maintain reasonable Rates for the Collection  
36 of Recyclable Materials, Organic Materials, and Solid Waste; and

37 **WHEREAS**, the City desires, having determined that Contractor, by demonstrated experience, reputation,  
38 and capacity, is qualified to provide for both the Collection of Recyclable Materials, Organic Materials, and  
39 Solid Waste within the corporate limits of the City and the Transportation of such material to appropriate  
40 places of Processing, Recycling, Composting, and/or Disposal, that Contractor be engaged to perform such  
41 services on the basis set forth in this Agreement; and

42 **WHEREAS**, the City and Contractor have attempted to address conditions affecting their performance of  
43 services under this Agreement but recognize that reasonably unanticipated conditions may occur during  
44 the Term of this Agreement that will require the Parties to meet and confer to reasonably respond to such  
45 changed conditions; and

46 **WHEREAS**, under Municipal Code Section 3-6-300 the City may enter into a contract for the Collection of  
47 all refuse in and from the City and the collection of Rates therefore, and the City Council is authorized to  
48 enter into such contract with any terms it deems necessary to protect the best interests of the City.

49 **NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions contained in this  
50 Agreement and for other good and valuable consideration, the Parties agree as follows:

## 51 **ARTICLE 1.** 52 **GRANT AND ACCEPTANCE OF FRANCHISE**

### 53 **1.1 GRANT AND ACCEPTANCE OF FRANCHISE**

54 By the signing of this Agreement, the City grants to Contractor and Contractor accepts an exclusive  
55 franchise within the City Service Area. The franchise granted to Contractor shall be for the scope of  
56 services described in this Agreement, subject to the limitations described in Section 1.2 and except where  
57 otherwise precluded by Federal, State, and local laws and regulations.

### 58 **1.2 LIMITATIONS TO THE FRANCHISE**

59 The award of this Agreement shall not preclude the categories of Recyclable Materials, Organic Materials,  
60 C&D Debris, and Solid Waste listed below from being delivered to and Collected and Transported by  
61 others, provided that nothing in this Agreement is intended to or shall be construed to excuse any Person  
62 from obtaining any authorization from the City, which is otherwise required by law:

63 **A. Self-Hauled Materials.** A Commercial business Owner or Resident may Dispose of Recyclable  
64 Materials, Organic Materials, Solid Waste, and C&D Debris generated in or on their own Premises  
65 with their own vehicle and their own employees so long as they are in compliance with the City's  
66 Municipal Code.

67 **B. Donated or Sold Materials.** Any items which are Source Separated at any Premises by the  
68 Generator and sold or donated to other Persons, including youth, civic, or charitable organizations.



- 69 **C. Edible Food Recovery.** Edible Food which is Collected from a Generator by other Person(s), such  
70 as a Person from a Food Recovery Organization or Food Recovery Service, for the purposes of  
71 Food Recovery; or which is Self-Hauled by the Generator to another Person(s), such as a Person  
72 from a Food Recovery Organization, for the purposes of Food Recovery, regardless of whether the  
73 Generator donates, sells, or pays a fee to the other Person(s) to Collect or receive the Edible Food.  
74 Contractor shall cooperate with and shall not impede, interfere, or attempt to impede or interfere  
75 with the implementation, expansion, or operation of Food Recovery program efforts in the City.
- 76 **D. Food Scraps for Animal Feed.** Food Scraps that are separated by the Generator and used by the  
77 Generator or distributed to other Person(s) for lawful use as animal feed, in accordance with 14 CCR  
78 Section 18983.1(b)(7). Food Scraps intended for animal feed may be Self-Hauled by Generator or  
79 hauled by another party.
- 80 **E. Materials That Contractor Does Not Divert.** Discarded Materials which the Contractor is not  
81 required to Collect for Diversion under this Agreement as of the Effective Date of this Agreement  
82 which subsequently, in the City's reasonable judgment, become economically feasible to Collect for  
83 Diversion. In such event, Contractor shall have the first and exclusive right to Collect such materials  
84 if Contractor agrees to do so without any change in Rates, provided that such materials can be  
85 collected in existing Containers, or at new mutually agreeable Rates determined in accordance with  
86 Section 3.5 if such materials must be collected in new or additional Containers. If Contractor is  
87 unwilling to Collect such new materials for Diversion at existing Rates or the Parties cannot agree  
88 on mutually agreeable Rates, and such materials can be reasonably separated by Generators from  
89 those Discarded Materials Collected by Contractor, the City may provide for Collection, Processing,  
90 and Diversion of such materials in any manner it deems appropriate. Such materials may include,  
91 but not be limited to, Organic Materials which Contractor would otherwise Collect for Disposal.  
92 Contractor may not enforce its exclusive franchise rights in a manner that would prevent the  
93 Diversion of material that Contractor is unable or unwilling to Divert.
- 94 **F. Beverage Containers.** Containers delivered for Recycling under the California Beverage Container  
95 Recycling and Litter Reduction Act, Section 14500, et seq. California Public Resources Code.
- 96 **G. Materials Removed by Customer's Contractor as Incidental Part of Services.** Recyclable Materials,  
97 Organic Materials, Solid Waste, C&D Debris, and Bulky Items removed from a Premises by a  
98 contractor (e.g., gardener, landscaper, tree-trimming service, construction contractor, Residential  
99 clean-out service) as an incidental part of the service being performed, rather than as a separately  
100 contracted or subcontracted hauling service; or if such contractor is providing a service which is not  
101 included in the scope of this Agreement.
- 102 **H. In-Place Composting.** Organic Materials Composted or otherwise legally managed at the site where  
103 it is generated (e.g., backyard Composting, on-site anaerobic digestion).
- 104 **I. Animal, Grease Waste, and Used Cooking Oil.** Animal waste and remains from slaughterhouse or  
105 butcher shops, grease, or used cooking oil.
- 106 **J. Sewage Treatment By-Product.** By-products of sewage treatment, including sludge, sludge ash,  
107 grit, and screenings.
- 108 **K. Excluded Waste.** Excluded Waste regardless of its source.

**L. Materials Generated by State and County Facilities.** Materials generated by State and County facilities located in the City provided that the Generator self-hauls, has arranged services with other Persons, or has arranged services with the Contractor through a separate agreement.

**M. Climate and Disaster Resiliency Debris.** Debris generated as result of a wartime, natural, physical, or other disaster that Contractor is unable to Collect within a reasonable timeframe as determined by the City or that the City directs Contractor to not Collect in accordance with the Climate and Disaster Response Plan described in Section 4.15. City reserves the right to enter into a third-party agreement to provide disaster debris Collection services that augment those provided by the Contractor.

Contractor acknowledges and agrees that the City may permit other Persons besides the Contractor to Collect any and all types of materials excluded from the scope of this Franchise, as set forth above, without seeking or obtaining approval of Contractor. If Contractor can produce evidence that other Persons are servicing Collection Containers or are Collecting and Transporting Recyclable Materials, Organic Materials, and/or Solid Waste in a manner that is not consistent with this Agreement or the City's Code, it shall report the location, name, and phone number of the Person or company to the City's Contract Manager along with Contractor's evidence. In such case, City may notify the Generator and Person providing service in violation of Contractor's rights under this Agreement, and Contractor shall have the right to take legal action to enforce its rights under this Agreement.

This Agreement and scope of this franchise shall be interpreted to be consistent with Applicable Law, now and during the Term of the Agreement. If future judicial interpretations of current law or new laws, regulations, or judicial interpretations limit the ability of the City to lawfully contract for the scope of services in the manner consistent with all provisions as specifically set forth herein, Contractor agrees that the scope of the Agreement will be limited to those services and materials which may be lawfully included herein and that the City shall not be responsible for any lost profits or losses claimed by Contractor to arise out of limitations to the scope or provisions of the Agreement set forth herein. In such an event, it shall be the responsibility of Contractor to minimize the financial impact of such future judicial interpretations or new laws and the Contractor may meet and confer with City and may petition for a Rate adjustment pursuant to Section 8.3.

### **1.3 OBLIGATIONS OF PARTIES**

In addition to the specific performance required under the Agreement, City and Contractor shall:

**A.** Use their reasonable commercial efforts to cooperatively enforce the exclusive nature of the franchise by the Contractor's identification and documentation of violations of the franchise Agreement and through Contractor's notification to Generators and collection companies reasonably believed to be violating the franchise regarding the terms of this Agreement.

**B.** Provide timely notice to one another of a perceived failure to perform any obligations under this Agreement and access to information demonstrating the Party's failure to perform.

**C.** Provide timely access to the City Contract Manager and the Contractor's designated representative, and complete and timely responses to requests of the other Party.

- D. Provide timely notice of matters which may affect either Party's ability to perform under the Agreement.

## ARTICLE 2. TERM OF AGREEMENT

### 2.1 TERM AND OPTION TO EXTEND

The Term of this Agreement shall commence February 1, 2025 (Commencement Date) and continue in full force for a period of ten (10) years and five months, through and including June 30, 2035, unless the Agreement is extended in accordance with this Section or terminated pursuant to Section 10.2.

At City's sole discretion, this Agreement may be extended one (1) time without amendment for a period of up to five (5) years. If City desires to extend the Agreement, City shall provide the Contractor with written notice of its decision to extend the Agreement at least one (1) year before the expiration of the initial Term. Such notice by City shall specify the duration of the extension.

Between the Effective Date and Commencement Date, Contractor shall perform all activities necessary to prepare itself to start providing services required by this Agreement on the Commencement Date.

If City chooses to exercise its right to extend the Agreement and Contractor demonstrates to City's satisfaction that Contractor is in default of its loan covenants related to loans secured for equipment, property, or operations for the purposes of performing its obligations under this Agreement, the Parties shall initiate a cost-based Rate adjustment process (as described in Article 8 and Exhibit E2) to review Contractor's actual costs that will result in Rates being set at a level that will allow Contractor to fulfill its loan covenants, provided that such loan covenants are common in the industry for similar types of loans, and provided that the Rates have been approved in accordance with all applicable laws, regulations and procedures.

### 2.2 CONDITIONS TO EFFECTIVENESS OF AGREEMENT

The obligation of City to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement is subject to the satisfaction of all the conditions below, each of which may be waived, in written form only, in whole or in part by City.

**A. Accuracy of Representations.** The Contractor's representations and warranties made in Contractor's Proposal and Article 11 of this Agreement are true and correct on and as of the Effective Date.

**B. Furnishings of Insurance and Performance Bond.** Contractor has furnished evidence of the insurance and performance bond required by Article 9 that is satisfactory to the City.

**C. Absence of Litigation.** To the best of Contractor's knowledge, after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, pending or threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would:

1. Materially adversely affect the performance by Contractor of its obligations hereunder;
2. Adversely affect the validity or enforceability of this Agreement; or,
3. Have a material adverse effect on the financial condition of Contractor, or any surety or entity guaranteeing Contractor's performance under this Agreement.

**D. Permits Furnished.** Contractor has provided City with copies of all permits necessary for operation of all Approved Facilities owned or operated by Contractor or any Subcontractor for use under the terms of this Agreement.

**E. Legal Challenge.** Contractor understands and acknowledges that the award of this Agreement may be subject to review and repeal by the City's citizens through a referendum or similar petition, and to various types of legal and environmental challenges (such referenda, similar petition, and legal and environmental challenges being referred to collectively as "Legal Challenges"). Accordingly, this Agreement shall not become effective until the City Manager or City Manager's designee reasonably determines that (i) any Legal Challenges that had been initiated as of the time of such determination have been resolved in favor of the City's award of this Agreement to Contractor; and, (ii) the deadline to initiate any additional Legal Challenges has expired; provided, however, that Contractor shall be entitled to rescind this Agreement upon thirty (30) days' prior written notice to the City Manager if such determination is not made within seventy-five (75) days after City Council approval of the Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold the City, its Mayor, Council, officers, representatives, agents, employees, and volunteers harmless against any and all liabilities, claims, losses, damages, or expenses including reasonable attorney's fees and costs, arising from any Legal Challenges, such indemnity obligation not to exceed \$250,000. In the event of any election regarding a Legal Challenge, City shall meet and confer with Contractor to determine if the City will hold an election on the Legal Challenge. Contractor shall have the option of asking the City not to contest the Legal Challenge. If City decides to conduct an election, Contractor shall reimburse City for its reasonable costs of doing so.

## **ARTICLE 3. SCOPE OF AGREEMENT**

### **3.1 SUMMARY SCOPE OF SERVICES**

The Contractor or its Subcontractor(s) shall be responsible for the following:

- A.** Collecting Recyclable Materials, Organic Materials, Bulky Items, C&D Debris, and Solid Waste (with the exception of materials excluded under Article 1) generated by and placed for Collection by Customers pursuant to the requirements of Article 4 and Exhibit B;
- B.** Transporting Collected materials to the appropriate Approved Reusable Material Processing Facility or Designated Facilities pursuant to requirements of Article 4 and Exhibit B;
- C.** Performing all other services required by this Agreement including, but not limited to, Customer billing, public education, Customer service, record keeping, and reporting pursuant to Articles 4 and 6 and Exhibits C and D;

- 220 **D.** Furnishing all labor, supervision, vehicles, Containers, other equipment, materials, supplies, and all  
221 other items and services necessary to perform its obligations under this Agreement;
- 222 **E.** Paying all expenses related to provision of services required by this Agreement including, but not  
223 limited to, taxes, regulatory fees (including City Reimbursements), and utilities;
- 224 **F.** Performing or providing all services necessary to fulfill its obligations in substantial conformance  
225 with the Contractor's Proposal, and in full accordance with this Agreement, and the performance  
226 standards contained within, at all times using best industry practice for comparable operations; and,
- 227 **G.** Complying with all Applicable Laws.

228 The enumeration and specification of particular aspects of service, labor, or equipment requirements shall  
229 not relieve Contractor of the duty to perform all other tasks and activities necessary to fulfill its obligations  
230 under this Agreement, regardless of whether such requirements are enumerated elsewhere in the  
231 Agreement, unless excused in accordance with Section 10.7.

### 232 **3.2 USE OF APPROVED AND DESIGNATED FACILITIES**

233 The Contractor, without constraint and as a free-market business decision in accepting this Agreement,  
234 agrees to use the Approved Facility(ies) and Designated Facility(ies) for the purposes of Processing  
235 Recyclable Materials, Organic Materials, and C&D Debris, Disposing of all Solid Waste, and Processing or  
236 Disposing as applicable of other materials Collected in the City Service Area. Such decision by Contractor  
237 in no way constitutes a restraint of trade notwithstanding any Change in Law regarding flow control  
238 limitations or any definition thereof.

### 239 **3.3 SUBCONTRACTING**

240 Contractor is solely responsible for management and oversight of the activities of all Subcontractor(s).  
241 Contractor shall be considered to be in breach or default should the activities of any Subcontractor(s)  
242 constitute a breach or event of default under this Agreement.

243 Contractor shall not engage a subcontractor or Subcontractor(s) for Collection of Recyclable Materials,  
244 Organic Materials, C&D Debris, or Solid Waste services without the prior written consent of City Contract  
245 Manager, which may be granted in their sole discretion. As of the Effective Date of this Agreement, City  
246 has approved Contractor's use of the subcontractor(s) and Subcontractor(s) identified in Contractor's  
247 Proposal, included herein as Exhibit G5. If the Contractor plans to engage any Affiliate as a Subcontractor  
248 in the provision of services, Contractor shall provide City Contract Manager with thirty (30) calendar days  
249 written notification of its plans and provide an explanation of any potential impacts related to the quality,  
250 timeliness, or cost of providing services under this Agreement. Contractor shall require that each  
251 Subcontractor file an insurance certificate with the City describing such Subcontractor's insurance  
252 coverage, and name City as an additional insured. The City Contract Manager may waive or excuse these  
253 insurance requirements in its sole discretion. Contractor shall require that all Subcontractors comply with  
254 all material terms of this Agreement.

### 255 **3.4 RESPONSIBILITY FOR MATERIALS**

256 Once Recyclable Materials, Organic Materials, C&D Debris, and/or Solid Waste are placed in the  
257 Contractor's Containers and at the Collection location, the responsibility for their proper handling shall

transfer directly from the Generator to Contractor, with the exception of Excluded Waste if the Contractor can identify the Generator pursuant to Section 5.8.B. Once Recyclable Materials, Organic Materials, C&D Debris, and/or Solid Waste are deposited by Contractor at the appropriate Designated Facility, such materials shall become the responsibility of the Owner or operator of the Designated Facility with the exception of Excluded Waste pursuant to Section 5.8.C.

Responsibility for Excluded Waste that has been inadvertently Collected by the Contractor shall remain with the Contractor if it cannot identify the Generator, and Contractor shall assume all responsibility for its proper Disposal.

### **3.5 CITY-DIRECTED CHANGES TO SCOPE**

Upon request by the City, Contractor shall provide a proposal to implement any modification to existing services (which may include use of Approved Facilities) under this Agreement as directed by the City. In such case, Contractor shall present, within thirty (30) calendar days of City's request, unless an alternate schedule is mutually agreed-upon, a written proposal to provide such modified or additional services, or obligations including adjustments in Contractor's Compensation. City shall review the Contractor's proposal for the change in scope of services and compensation. City and Contractor shall meet and confer to negotiate Contractor's proposed revisions and costs and shall amend this Agreement, as appropriate, to reflect the mutually agreed-upon changes in scope. If the City and Contractor are unable to agree on terms and conditions, including compensation adjustments, of such services within ninety (90) calendar days from City receipt of Contractor's proposal for such services, the City may permit other Persons to provide such services, provided that such services do not conflict with the exclusivity granted to the Contractor under Section 1.1. Nothing herein shall prevent the City from soliciting cost and operating information from other Persons in order to inform the City's evaluation of Contractor's proposal.

At any time during the Term of this Agreement, the City may solicit proposals from other Persons for services not contemplated under this Agreement. In the event that contracting with other Persons for such services will reduce Contractor's Compensation under this Agreement, as described in Article 8, the Contractor shall be offered the opportunity to match any other Person's proposed pricing and retain the added scope of services. However, nothing in this Agreement shall prevent the City from contracting with other Persons in the event that Contractor is unable or unwilling to provide such services at or below the cost proposed by the other Person.

## **ARTICLE 4. SCOPE OF SERVICES**

Contractor shall perform the Recyclable Materials, Organic Materials, Bulky Item, C&D Debris, and Solid Waste Collection services described in this Article 4. This Article 4 describes the general requirements for the services to be provided. More specific requirements for how each service shall be provided to each Customer Type are described in Exhibit B. Failure to specifically require an act necessary to perform the service does not relieve Contractor of its obligation to perform such act.

### **4.1 DESIGNATED FACILITIES**

Contractor shall deliver all Discarded Materials and C&D Debris to the appropriate Approved or Designated Facility for each material type and shall comply with all material delivery procedures specified

by the operator of the Approved or Designated Facility. If Contractor is unable to use the Approved Reusable Materials Processing Facility due to reasons beyond Contractor's, or its Subcontractor's, reasonable control, such as an emergency or sudden and unforeseen closure of the facility, Contractor shall immediately notify the City Contract Manager, and shall use an alternative facility(ies). Such an alternative facility shall be identified by Contractor in its notice to the City Contract Manager. Contractor shall continue to use such alternative facility(ies) until: (i) the Approved Reusable Material Processing Facility is reopened and functioning in a manner consistent to the operations prior to closure; (ii) until the City Contract Manager approves the use of the alternative facility as the permanent facility; or, (iii) the City Contract Manager identifies and directs Contractor to use another facility. Contractor shall, as requested by the City Contract Manager, assist in identifying and in arranging for use of an alternative facility(ies). During such time, to the extent feasible, Contractor shall continue to comply with the requirements of Article 6.

If Contractor is unable to use a Designated Facility due to reasons beyond Contractor's, or its Subcontractor's, reasonable control, such as an emergency or sudden and unforeseen closure of the facility, Contractor shall immediately notify the City Contract Manager, and shall use an alternative facility(ies) as directed by the City Contract Manager. Contractor shall continue to use such alternative facility(ies) until the Designated Facility is reopened and the City Contract Manager has approved recommencing use of such facility or until the City Contract Manager directs Contractor to use another facility. Contractor shall, as requested by the City Contract Manager, assist in identifying and in arranging for use of an alternative facility(ies). During such time, to the extent feasible, Contractor shall continue to comply with the requirements of Article 6.

Except for the conditions described in this Section, Contractor shall not change its selection of the Approved or Designated Facility(ies). If Contractor uses one or more alternative facility(ies) in accordance with this Section 4.1, City shall adjust, either up or down, Contractor's Compensation for changes in Transportation, Transfer, Processing and/or Disposal costs associated with use of the alternative facility(ies).

## **4.2 RECYCLABLE MATERIALS**

**A. Collection.** Contractor shall provide Recyclable Materials Collection services as described in Exhibit B.

**B. Transfer.** Contractor may Transport Recyclable Materials to the Designated Transfer Facility where the materials will be unloaded from Collection vehicles and loaded into large-capacity vehicles and Transported to the Designated Recyclable Materials Processing Facility.

**C. Processing.** Contractor shall Transport and deliver all Source Separated Recyclable Materials placed by Customers in Recyclable Material Containers in the City to the Designated Recyclable Materials Processing Facility. All tipping fees and other costs associated with Transporting such Recyclable Materials to the Designated Recyclable Materials Processing Facility shall be paid by Contractor.

Contractor shall observe and comply with all regulations in effect at the Designated Recyclable Materials Processing Facility and cooperate with and take direction from the operator thereof with respect to delivery of Recyclable Materials. Contractor shall actively work with the Designated Recyclable Materials Processing Facility operator throughout the Term of this Agreement to ensure that contamination of the Recyclable Materials Collected under this Agreement delivered to the

Processing Facility remains below any limits established by Applicable Law including, without limitation, SB 1383 and SB 54.

#### 4.3 ORGANIC MATERIALS

**A. Collection.** Contractor shall provide Organic Materials Collection services as described in Exhibit B.

**B. Transfer.** Contractor may Transport Organic Materials to the Designated Transfer Facility where the materials will be unloaded from Collection vehicles and loaded into large-capacity vehicles and Transported to the Designated Organic Materials Processing Facility.

**C. Processing.** Contractor shall Transport and deliver all Source Separated Organic Materials placed by Customers in Organic Material Containers in the City to the Designated Organic Materials Processing Facility. All tipping fees and other costs associated with Transporting such Organic Materials to the Designated Organic Materials Processing Facility shall be paid by Contractor.

Contractor shall observe and comply with all regulations in effect at the Designated Organic Materials Processing Facility and cooperate with and take direction from the operator thereof with respect to delivery of Organic Materials. In accordance with Exhibit J Contractor shall actively work with the Designated Organic Materials Processing Facility operator throughout the Term of this Agreement to ensure that contamination of the Organic Materials Collected under this Agreement delivered to the Designated Processing Facility remains below any limits established by Applicable Law including, without limitation, SB 1383.

Contractor shall accept Poly-coated paper products (e.g., paper cups and paper to-go containers) in Organic Materials Containers for Collection and Composting. In the event that the Designated Organic Materials Processing Facility can no longer accept such materials for Composting, or if any of those materials are banned from Organic Materials Containers by Applicable Law (including the final version of the SB 54 regulations), the Parties shall meet and confer to discuss alternative options for processing and/or if, when, and how to change program guidelines and public education messaging.

#### 4.4 BULKY ITEMS, REUSABLE MATERIALS, AND TEXTILES

**A. General.** Contractor shall maintain the capacity to Collect Bulky Items from Single-Family and Multi-Family Customers in accordance with Exhibit B. Contractor shall maintain a scheduling system for Customers to schedule their Bulky Item Collection Day.

Contractor shall maintain the capacity to schedule up to a maximum of thirty (30) Collection service events, including Abandoned Waste Collection events, per Working Day (Monday through Friday) under this Agreement ("daily limit"). The maximum number of daily events includes: (i) all on-call Bulky Item and Reusable Materials Collection events provided in Exhibit B1.5 and B2.5; and, (ii) Abandoned Waste as described in Section 4.7. Upon reaching the maximum number of daily events, requested Bulky Item and Reusable Materials Collection service events shall be scheduled on the next available regularly scheduled Working Day.

Contractor shall notify the City when the daily average number of events reaches thirty (30), where the daily average is calculated on a weekly basis. When this threshold is met, the Parties shall meet and confer to agree on a strategy for handling the volume of Bulky Item, Abandoned Waste, and



Reusable Materials Collection service events. If the “daily limit” is exceeded, the City shall have the option of either: (i) expanding the program capacity by an additional thirty (30) Collection service events per Working Day at the then-current allowable cost of the Bulky Item program; (ii) extending the scheduling timeline from the Working Day requirements in Exhibit B; or, (iii) revising the program in some other way as a City-directed change in scope, subject to the requirements of Section 3.5.

**B. Bulky and Reusable Materials.** Contractor shall offer Bulky Item and Reusable Materials Collection services as described in Exhibit B. On-call Bulky Item and Reusable Materials Collection services shall be offered to Customers within the Working Days specified in Exhibit B of the Customer’s requested service day. Pursuant to Exhibit B, Contractor shall make reasonable efforts to schedule on-call Bulky Item and Reusable Materials Collections on a day that is convenient to the Customer. Pursuant to the provisions of Exhibit B, Contractor shall handle Reusable Materials in such a way as to preserve such items for reuse and Transport all Bulky Items and Reusable Materials Collected under this Agreement to the appropriate Approved Facility.

**C. Textiles.** Contractor shall offer Textile Collection in accordance with Exhibit B1 and B2. Contractor shall Transport all Textiles Collected under this Agreement to the Approved Reusable Materials Processing Facility. Contractor shall arrange for the transfer of Collected Textile materials from the Approved Reusable Materials Processing Facility to a City-Approved, third-party vendor for Recycling. In the event that such third-party vendor is no longer able to accept Textile materials for Recycling or the cost for Processing such materials has a demonstrated increase, Contractor shall immediately notify the City to discuss alternative options for the continuation of the Textile Collection program.

**D. Approved Bulky Item Processing.** Contractor shall Transport all Bulky Items Collected under this Agreement to the Approved Bulky Item Processing Facility. Contractor shall pay all costs associated with Transporting Bulky Items. Contractor shall observe and comply with all regulations in effect at the Approved Bulky Item Processing Facility and cooperate with and take direction from the operator(s) thereof with respect to delivery of Bulky Items. Contractor shall ensure Bulky Items are Processed in a manner that maximizes Diversion. In the event of an emergency situation, the City has pre-approved the use of the Pleasanton Garbage Service, Inc. Material Recovery Facility in Pleasanton, CA, which is owned by Pleasanton Garbage Service, Inc., an Affiliate of Contractor.

**E. Approved Reusable Materials Processing Facility** Contractor shall Transport all Reusable Materials Collected under this Agreement to the Approved Reusable Materials Processing Facility. Contractor shall pay all costs associated with Transporting Reusable Materials. Contractor shall observe and comply with all regulations in effect at the Approved Reusable Materials Processing Facility and cooperate with and take direction from the operator(s) thereof with respect to delivery of Reusable Materials. Reusable Materials shall be handled by Contractor’s personnel in such a manner as to maintain separation from other Bulky Items and to maintain condition of such Reusable Materials to allow for reuse. Upon delivery of Reusable Materials to the Reusables Materials Processing Facility, facility personnel shall evaluate the condition of such Reusable Materials and store such acceptable Reusable Materials with other Reusable Materials staged for transportation to the applicable destination for end use. Evaluation for reusability includes a visual observation of the condition and functionality of Reusable Materials received at the facility. Acceptable Reusable Materials are required to be clean and without damage, and mechanical elements shall be properly functioning. Other requirements of Reusable Materials condition, such as minimum specifications

for acceptability, are typically established by destinations for end use and shall be applicable to Reusable Materials delivered to the Reusable Materials Processing Facility. Contractor shall immediately notify the City to discuss alternative options for Reusable Materials if outlets for such Reusable Materials Collected cease to be readily available.

## **4.5 CONSTRUCTION AND DEMOLITION**

Contractor shall Collect C&D Debris from all Customers that subscribe to its C&D Debris Collection services and Transport all Collected C&D Debris to the Designated C&D Processing Facility, as specified in Exhibit B. Contractor shall charge Customers for C&D Debris Collection services at City-approved Rates set pursuant to Article 8.

**A. C&D Recycling Requirements.** Contractor shall comply with the following requirements.

1. Comply with City's C&D ordinances, regulations, and requirements.
2. Collect Organic Materials separately from other C&D Debris and Transport the Organic Materials to the Designated Transfer Facility or the Designated Organic Materials Processing Facility.
3. Comply with the data collection and recordkeeping requirements of CalRecycle and California Building Standards Code including Part 11 California Green Building Standards Code (CALGreen) requirements for the Processing and Recycling of C&D Debris including Organic Waste. Such information provided to the C&D Processor shall include but may not be limited to the project identification number, hauler name or identification or business license number, tare weight, net weight, type of materials delivered, container size, origin, and delivery date and time.
4. Cooperate with efforts by City and the Designated C&D Processing Facility to comply with CALGreen requirements as provided in Item 3 above. Such cooperation may include complying with Designated C&D Processing Facility direction on where to dump loads, communicating Source Separation requirements and methods to Generators and assisting City with preparation and distribution of informational materials. Contractor shall provide technical assistance to C&D Customers to support maximum Diversion efforts at Customer sites and shall distribute educational materials, including information in bill inserts or newsletters, to all Customers informing them of City C&D diversion requirements, how to address diversion on site, and the need to submit Waste Management Plans (WMPs) to the City.

## **4.6 SOLID WASTE**

Contractor shall offer and provide Solid Waste Collection services as described in Exhibit B.

Contractor acknowledges that City is committed to Diverting materials from Disposal through the implementation of Source Reduction, reuse, Recycling, Composting, and other programs, and that City may implement new programs, with the involvement of the Contractor, subject to the provisions of Section 3.5, or without the Contractor (which would not be subject to the provisions of Section 3.5) that may impact the overall quantity or composition of Solid Waste to be Collected by Contractor. Contractor shall not be entitled to any compensation or other relief resulting from a decline in Solid Waste volumes or Tonnage or from a change in the composition of Solid Waste, other than pursuant to a Cost-Based Rate Adjustment or an extraordinary Rate adjustment under Section 8.3.

Contractor shall Transport all Solid Waste Collected in City to the Designated Disposal Facility. Contractor shall pay all costs associated with Transportation and Disposal of Solid Waste including payment of any gate fees charged at the Designated Disposal Facility. Contractor shall observe and comply with all regulations and posted rules in effect at the Designated Disposal Facility and cooperate with and take direction from the operator thereof with respect to delivery of Solid Waste.

#### **4.7 ABANDONED WASTE**

*[ACI: Subsection A will be amended based on your proposal and final approval by the City. Following discussion with ACI and review of your proposal, we will likely add an additional subsection(s) to Section 4.7 to address other related services approved by the City to meet the City's beautification efforts.]*

**A. Abandoned Waste.** Contractor shall provide daily Abandoned Waste Collection events up to the "daily limit" as described in Section 4.4. Contractor shall Collect Abandoned Waste in the City in accordance with this Section. Contractor shall dispatch a truck to Collect Abandoned Waste at locations in the City identified by the City. In instances when the Contractor has received notification from the City's SeeClickFix system (or other similar system approved by the City) or a verbal request from the City Contract Manager to Collect Abandoned Waste at a specific location, Contractor shall Collect Abandoned Waste from such location within twenty-four (24) hours of receiving the notification or verbal request (on Monday for requests received Friday) unless special circumstances warrant a longer period, in which case Contractor shall notify the City of such circumstances and the need for additional time to Collect the Abandoned Waste. Contractor shall be responsible for Collection and Transportation of such material to the appropriate Approved or Designated Facility for Processing or Disposal. Contractor shall record the date, time, location, and description of material Collected including estimated volume of such material and location where such material was Disposed. Tonnage or volume of material Collected shall be separately recorded and reported to the City on a quarterly basis. Contractor shall manage and track Abandoned Waste Collection Services (including, but not limited to, receipt, response action, response time, and close-out of each service request) using the City's SeeClickFix system or similar system approved by the City in accordance with Section 4.13. Contractor shall maintain records of Abandoned Waste Collection in accordance with this Section and Exhibit D.

Contractor shall provide Abandoned Waste Collection service in accordance with this Section at all times of the year, irrespective of when Bulky Items, Reusable Materials, and Textiles Collection services are or are not provided in accordance with Exhibit B.

#### **4.8 CITY-DESIGNATED EVENTS**

Contractor shall provide Recyclable Materials, Organic Materials, and Solid Waste services to up to six (6) City-designated events, examples of which are identified in Exhibit B5, per Rate Period at no cost to the event or City. In the event that, due to reasons outside the City's control (including but not limited to long-term restrictions on social gatherings for purposes of preserving public health and safety), the City is unable to direct Contractor to serve six (6) City-designated events in any Rate Period, City and Contractor shall meet and confer to agree upon redirection of Contractor funds that would otherwise be designated for such event service. Contractor shall provide the City-designated event services upon thirty (30) calendar days' advance request by the City Contract Manager. For event services provided to the City beyond the six (6) in any Rate Period, the Contractor shall be compensated pursuant to the Rates in Exhibit G3. City-sponsored event services shall include:

**A. Event Collection Stations.** Contractor shall provide, set-up, and take-down event Collection stations for Collection of Recyclable Materials, Organic Materials, and Solid Waste at City-designated special events. Contractor shall utilize City-provided event Collection stations upon request by the City.

**B. Consolidation of Containers.** Contractor shall evaluate the need for and provide Containers as necessary for the aggregation of material removed from event Collection stations during the course of the event. Contractor shall provide Containers in sufficient number of appropriate type(s) for the needs of the event (which shall include consideration of needs of the vendors for discarded packing materials) as determined by Contractor in cooperation with the event organizer. Contractor shall provide for the service of such Containers, as agreed-upon with the event organizer, and deliver Collected materials to the appropriate Designated Facility for Processing and/or Disposal.

**C. Public Education.** Upon request of either the City Contract Manager or the event organizer, Contractor shall provide educational resources and/or engagement opportunities for the event attendees to inform them about the services and programs provided by Contractor under this Agreement and the benefits of Source Reduction, reuse, Recycling, and Composting.

**D. Reporting.** Within thirty (30) calendar days of the end of the event (unless otherwise requested by City on an event-by-event basis), Contractor shall submit a report to the City Contract Manager and event organizer. The report should include, at a minimum: the number of event Collection stations deployed at the event, the Tonnage of each material type (i.e., Recyclable Materials, Organic Materials, and Solid Waste) Collected, and a description of the public education provided at the event.

Contractor may, at its sole discretion and expense, coordinate with event sponsors, local youth, community, or charitable organizations to provide some or all of the required services. Regardless of Contractor's use of such an organization, Contractor shall be responsible for ensuring that service is provided to the Customer in a professional and timely manner.

In addition to the six (6) City-designated events specific in this section, Contractor shall provide Discarded Materials Collection Service for the City's farmer's markets in accordance with Exhibit B4.6. For special events that are not identified in Exhibit B5, Exhibit B4.6, or otherwise hosted or sponsored by the City, Contractor shall provide the above-described special event services at the request of the event organizer and may negotiate the charges for such services with the event organizer based on the specific needs of the event.

#### **4.9 PUBLIC LITTER CONTAINERS**

Contractor shall Collect Solid Waste from the Public Litter Container locations identified in Exhibit L, and as may be added in the future. Contractor shall be responsible for ongoing purchase, inventory management, installation, ongoing maintenance, and periodic replacement of Public Litter Containers throughout the Term of this Agreement. Weekly services shall include Collecting and Disposing of the contents of each Public Litter Container, sweeping of the site including clean-up of litter within a radius of five (5) feet of each Public Litter Container, and response, within one (1) Working day of notification, to Complaints regarding overflowing Containers. Frequency and days of Collection shall be designated by the City, with a minimum Collection schedule of Monday, Wednesday, and Friday for each Public Litter Container, and may be more frequent if requested by City. Contractor shall within two (2) Working days

of identification of damaged Public Litter Containers, and/or notification by City of a damaged Public Litter Container, arrange to have the Container fixed or replaced.

Contractor shall make reasonable effort to identify Generators who may be illegally dumping Discarded Materials into Public Litter Containers. At minimum, Contractor shall: (i) report to the City any Public Litter Container that has four (4) or more instances of overflow that appear to be due to illegal dumping within any one-month period; (ii) for any such Public Litter Container with repeated overflows due to illegal dumping, inspect materials for identifying Generator information such as a name or service address; (iii) report to the City any identifying Generator information; and, (iv) assist the City as requested in investigating any instances of overflow due to illegal dumping. Records and information pertaining to (i), (ii), and (iii) shall not be disclosed by City or Contractor except in accordance with applicable law.

Contractor shall include information regarding the status of Public Litter Container Collection in its quarterly reporting as provided in Exhibit D, including but not limited to: (i) number of Public Litter Containers in service and in inventory; (ii) number and location of Public Litter Containers replaced in the previous month; (iii) number of Public Litter Containers that received maintenance in the previous month; (iv) locations at which Public Litter Containers tend to overflow and may need an increased frequency of Collection; and, (v) status of any ongoing or pending abandoned waste investigations including the location of the Public Litter Containers and the steps Contractor is taking to address the problem.

If so directed by the City Contract Manager, Contractor shall purchase and use Public Litter Containers to separately Collect Source Separated Recyclable Materials and/or Source Separated Organic Materials. In this event, Contractor shall not commingle such materials with Solid Waste during Collection and shall Transport all such materials to the appropriate Designated Facility for Processing.

#### **4.10 PUBLIC EDUCATION AND OUTREACH**

The public education and outreach activities included in the scope of services provided by Contractor under this Agreement are described in Exhibit C. As further described in Exhibit C, Contractor shall prepare and distribute public education and outreach materials.

**A. Program Objectives.** Contractor's public education and outreach strategy shall focus on improving Customer understanding of the benefits of and opportunities for Source Reduction, reuse, Recycling, and Composting. In general, Contractor-provided public education and outreach should: (i) inform Customers about the services that are provided under this Agreement with specific focus on describing the methods and benefits of Source Reduction, reuse, Recycling, and Composting; (ii) instruct Customers on the proper method for placing materials in Containers for Collection and setting Containers out for Collection with specific focus on minimizing contamination of Recyclable and Organic Materials; (iii) clearly define Excluded Waste and educate Customers about the hazards of such materials and their opportunities for proper handling; (iv) discourage Customers from buying products if the product and its packaging are not readily reusable, Recyclable, or Compostable; (v) encourage Customers to recover Edible Food for consumption by humans or animals; (vi) encourage the use of Compost; (vii) encourage use of drought tolerant landscaping that generates less plant trimmings; (viii) encourage Customers to purchase products and packaging made with Recycled content materials; and, (ix) educate Customers on any other topic as required by SB 1383.

**B. Coordination with City Educational Efforts.** Contractor acknowledges that they are part of a multi-party effort to operate and educate the public about the regional integrated waste management system. Contractor shall proactively and on an ongoing basis cooperate with, and coordinate with the City Contract Manager on public education activities to minimize duplicative, inconsistent, or inappropriately timed education campaigns.

Contractor shall obtain approval from the City Contract Manager on all Contractor-provided public education materials including, but not limited to print, radio, television, or internet media before publication, distribution, and/or release. City shall have the right to request that Contractor include City identification and contact information on public education materials, and approval of such requests shall not be unreasonably withheld.

#### **4.11 BILLING**

**A. General.** Contractor shall bill all Customers and be solely responsible for collecting billings at Rates set in accordance with Article 8. Billing shall be performed on the basis of services rendered and this Agreement shall create no obligation on the part of any Person on the sole basis of the Ownership of property. Individual contracts between Contractor and a Customer for services provided under this Agreement shall be prohibited unless otherwise approved in writing by the City Contract Manager on a case-by-case basis.

**B. Special Rates.** Contractor shall administer the special Rate programs for Low Income Residents, which are available only to Single-Family Customers. Contractor shall determine that a Customer qualifies for the Low Income Resident discount if Contractor obtains documentation that the Customer has met established criteria reasonably satisfactory to the City and is consistent with the definition of Low Income Resident provided in Exhibit A or is enrolled in the CARE (California Alternate Rates for Energy) program at the same service location. Contractor shall have the right to annually reverify that Customer qualifies for such Low Income Resident discount. Contractor shall charge Low Income Residents Rates that include a discount that complies with City-established policies. Customers qualifying for the Low-Income discount shall additionally be exempt from any deposits required by Contractor pursuant to Section 4.11.C. The Low Income Resident Discount does not apply to multiple Containers or to Containers greater than thirty-two (32) gallons.

**C. Customer Invoicing.** Contractor may require pre-payment arrangements for Drop Box service. Contractor shall remit invoices to Customers no earlier than the twentieth (20th) day of the month preceding the applicable billing cycle. Quarterly billing shall be on the calendar quarter (January-March, April-June, July-September, October-December). Upon establishing new Customer accounts, or restoring service to a previously delinquent account, Contractor may require a deposit from the Customer not to exceed one (1) month's billings for monthly billed Customers and not to exceed one (1) quarter's billings for Customers billed quarterly at the Customer's Service Level. Contractor shall waive deposits for new Customers who have a recent and positive payment history with Contractor in the same or a different jurisdiction. A Customer shall be considered to have a recent and positive payment history if they have no late payments within the most recent twelve (12) month period. Contractor shall report quarterly, in accordance with Exhibit D, the amount of Customer deposits currently held by Contractor. Contractor shall bill all Single-Family Customers and Multi-Family Cart Customers quarterly in advance of services provided. Contractor shall bill all Commercial Customers and Multi-Family Bin Customers for scheduled and regularly recurring services on a monthly basis in arrears of services provided. Contractor shall bill Customers for any

on-call and/or non-recurring services no more frequently than monthly and may only proactively invoice for services provided during the previous billing period.

Contractor shall develop and maintain a database of Customer contact information, which shall include an email address for each Customer account. Contractor shall maintain and make such database available upon request from the City Contract Manager, in accordance with Section 6.1.

Contractor shall bill Customers electronically using paperless invoices; however, Contractor shall bill Customers who decline, or are otherwise unable to provide email contact information, by standard mail, using standard (printed) invoices. Contractor shall permit Customers the ability to pay their bills through an electronic check or credit card and include the ability for Customer billings to be automatically charged on a recurring basis. Such online billing system shall meet the accessibility and compatibility requirements set forth in Section 4.12.1.C. Contractor shall prepare, mail, and collect bills from Customers who decline to use such internet-based billing system. Contractor shall make arrangements to allow such Customers to pay bills by cash, check, electronic check, money order, and credit card.

**D. Bill Inserts.** Up to four (4) times per calendar year, City may direct Contractor to include inserts with Customer invoices. Contractor shall provide electronic bill inserts to Customers who are billed electronically, and paper bill inserts to Customers who receive paper bills. Electronic bill inserts and attachments must be readily available for the Customer to view upon receipt of the invoice. Contractor shall provide to the City relevant metrics in accordance with Exhibit D used to determine the click to open ratio of electronic bill inserts by Customers. The City may request a change to the method by which electronic bill inserts are delivered (e.g. contained in the body of the email rather than as an attachment) to Customers in order to increase the number of Customers who read or engage with the bill insert content. If such a request is made, Contractor shall timely provide the City with the feasibility, including any changes in costs, resulting from adjusting the method of electronic bill insert delivery. At City's direction, conditioned upon mutual agreement on the cost and necessary adjustment to rates associated therewith, Contractor shall implement the revised method of electronic bill insert delivery. Contractor shall comply with such request for the scheduled, applicable outreach materials for the targeted Customer group. Contractor shall perform this service with no additional requirement for compensation.

**E. Recordkeeping.** Contractor shall maintain copies of all billings and receipts, each in chronological order, for the Term of this Agreement, for inspection and verification by the City Contract Manager at any reasonable time but in no case more than thirty (30) calendar days after receiving a request to do so.

**F. Past Due Amounts.** Contractor shall be responsible for collection of payment from Customers with past due accounts ("bad debt") for a period of one (1) year from the invoice date, including late fees approved by the City in accordance with Exhibit G1. Contractor shall make reasonable efforts to obtain payment from delinquent accounts through issuance of late payment notices, and telephone requests for payments. At a minimum, for any account that becomes more than thirty (30) calendar days past due, Contractor shall notify such Customer of the delinquency via written correspondence, instructing the Customer that unpaid bills which become more than forty-five (45) calendar days delinquent may be assessed late fees approved by the City in Exhibit G1. Contractor shall provide a second written notice of delinquency to any account which becomes more than sixty

(60) calendar days past due, and a third written notice of delinquency to any account which becomes more than ninety (90) calendar days past due.

Quarterly Customer invoices shall be due thirty (30) calendar days after the end of the billing period. Monthly Customer invoices shall be due thirty (30) calendar days after the first day of the billing period. In the event Contractor's efforts for a one (1) year period to collect monies due from a Customer fail and Contractor can demonstrate to the City Contract Manager that Contractor attempted on at least four (4) documented occasions to solicit monies due from each delinquent account (including with at least one notice provided separately from the monthly invoices), then Contractor shall provide the City Contract Manager with the name, address, Service Level, service frequency, and delinquent billing amount of each delinquent account and assign its rights to collection to the City. Contractor shall provide such information to the City in a manner and form approved by the City. The City shall then initiate any collection procedures authorized by law, including those special assessment procedures authorized by the City's Municipal Code Section 1-12-600, in accordance with Exhibit K, and shall pay Contractor for delinquent account balances within eighteen (18) months after receiving the list of delinquent accounts subject to special assessment. Contractor shall promptly notify the City if the amount of bad debt subject to the City's special assessment process exceeds one half of one percent (0.5%) of Contractor's annual revenues. Within thirty (30) Business Days of such notification, the Parties shall meet and confer to discuss proposed changes for reducing the level of bad debt. No such changes shall be implemented without the written authorization by the City Contract Manager. Within thirty (30) calendar days of the City's receipt of payment for past due accounts, the City shall pay those sums to Contractor less any monies Contractor would be obliged to pay to City hereunder had those sums been received by Contractor in the first instance.

If Contractor fails to invoice a Customer, or otherwise under-charges a Customer for services provided for more than six (6) months, Contractor may not subsequently attempt to collect the under-charged amount for more than six (6) months of service. If Contractor over-charges a Customer for a period of more than twelve (12) months, Contractor shall reimburse or credit the Customer for at least twelve (12) months of the over-charged service, but is not required by this Agreement to reimburse or credit the Customer for more than twelve (12) months of overcharges. This Agreement also does not prohibit Contractor from reimbursing or crediting a Customer for more than twelve (12) months of overcharges.

## **4.12 CUSTOMER SERVICE PROGRAM**

### **4.12.1 Program Requirements**

- A. Availability of Representatives.** A representative of the Contractor who is knowledgeable of the service area, services, and Rates shall be available from 7:00 a.m. to 6:00 p.m. Monday through Friday to communicate with the public by telephone, virtual method (including email, live chat, or other electronic method as mutually agreed between City and Contractor), and the City's authorized online or other Customer relationship management system (as further described in Section 4.13). Contractor shall maintain a local or toll-free telephone number which it shall publicize. Contractor shall also maintain an after-hours telephone number allowing twenty-four (24) hour per day access to Contractor management by City Contract Manager in the event of an emergency involving Contractor's equipment or services including, but not necessarily limited to, fires, blocked access, or property damage. Contractor's primary Customer service center shall be located no more than



thirty (30) miles from the City. Contractor shall maintain Customer service staffing levels consistent with the levels stated in Exhibit G, unless otherwise approved by the City Contract Manager.

- B. Telephone.** Contractor shall secure, use, pay all costs incurred by, and maintain during the Term of this Agreement, a local or toll-free phone number which shall serve as the primary point of contact between Contractor and the public during normal business hours. The Contractor shall provide the City with a separate emergency telephone number for use by the City Contract Manager outside normal business hours. The Contractor shall have contact with such representative, available at the emergency telephone number during all hours other than normal office hours.

Contractor shall maintain a telephone system in operation from 7:00 a.m. to 6:00 p.m. and shall have sufficient equipment in place and staff a representative, or an answering service available to handle the volume of calls experienced on the busiest days, and such telephone equipment shall be capable of recording the responsiveness to calls. Contractor's telephone system shall offer Customers who have been placed on-hold the option of leaving a voice message, rather than remaining on-hold. In the event that Contractor's telephone Customer service performance falls below the performance standards established in Exhibit F, the City and Contractor shall meet and confer regarding existing staffing levels and Customer service system capacities. Following such meet and confer period, the City shall have the right to require Contractor to increase its staffing levels and/or call handling capacity without requirement for any additional compensation to the Contractor. Recording of Contractor's responsiveness to calls shall include, at a minimum, all items included in the "Collection Reliability," "Collection Quality," and "Customer Responsiveness" performance standards listed in Exhibit F. An answering machine or voicemail service shall record Customer calls and voice messages between 6:00 p.m. and 7:00 a.m. Contractor shall provide a live, not automated, call back on the same day to all Customers who leave voice messages by 5:00 p.m. on Working Day and shall provide a live call back by noon of the following Working Day for any voice messages left after 5:00 p.m.

- C. Web Site and Email Access.** Contractor shall develop and maintain a San Leandro specific section of Contractor's web site that is accessible by the public. Contractor's San Leandro web page(s) shall include all public education and outreach materials described in Exhibit C and provide the public the ability to email Contractor questions, service requests, or Complaints. The site shall have a link from the City's web site. Contractor shall respond the same day to all Customers who leave email messages by 5:00 p.m. on a Working Day and shall respond by noon of the following Working Day for any email messages left after 5:00 p.m. (for purposes of this Section 4.12.1.C, Saturdays shall be excluded from the definition of "Working Day"). Contractor may respond to Customer emails either via email or phone.

In the event that during the Term of this Agreement Contractor obtains or develops a mobile device web application which may be used by Customers, Contractor shall notify City and provide information to the City on how the application will improve Customer experience, protect user data, and increase access equitably to all Customers. Upon approval by City, Contractor shall make such application available for Customer use. Contractor shall, upon request by the City, discontinue use of such mobile or web application should the City determine the application increases Customer Complaints or otherwise causes Contractor's Customer service to fall below the standards described in this Section 4.12. Contractor agrees that websites, web applications, and/or web tool design or development services provided to Customers shall be designed, developed and maintained to be in compliance with California Government Code Sections 7405 and 11135, and the Web Content

Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria and compatible with all major web browsers.

- D. Training.** Customer service representatives shall receive training during each quarter of the calendar year on City-specific Collection programs and service requirements. Contractor shall notify the City Contract Manager of such training date(s) not less than fourteen (14) calendar days prior to the training. Upon request, Contractor shall submit all training materials to the City Contract Manager at least fourteen (14) calendar days prior to providing the quarterly training to the Customer service representatives. Contractor shall incorporate any changes requested by the City and provided to Contractor not less than five (5) working days prior to training. During the training, a City-specific Collection service and Rate information sheet, training agenda, and associated documentation shall be provided to and discussed with employees. Contractor shall include information sheet, training agenda, and associated documentation for each Customer service representative training in the quarterly reports provided in accordance with Exhibit D.

The Contractor shall notify the City Contract Manager of the date and time of the scheduled Customer service training sessions and the City Contract Manager may, at its option, attend the meetings.

Upon request by the City Contract Manager but not more than two (2) times per Rate Period, Contractor shall arrange and host a meeting to include the City Contract Manager, Contractor's contract manager, Contractor's Customer service representatives, and any other City staff requested by the City Contract Manager. The purpose of such meeting shall be to discuss topics including (by way of example but not limitation): Customer questions, Complaints, and/or service issues, or other topics identified by the City Contract Manager.

#### **4.12.2 Service Requests, Compliments, Complaints**

- A. Complaints.** Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Customer service requests and Complaints. Contractor shall record, in its computer system or a separate log, approved as to form by City Contract Manager, all Complaints, noting the name and address of Complainant, date and time of Complaint, nature of Complaint, and nature and date of resolution. The Contractor shall retain this Complaint log for the Term. Contractor shall record and respond to all Complaints as communicated by the Customer. Contractor shall make every effort to resolve the complaint in a manner that meets the Customer's satisfaction. Upon request by the City Contract Manager, Contractor shall compile and submit a summary statistical table of the Complaint log.

- B. SB 1383 Non-Compliance Complaints.** For Complaints received in which the Person alleges that an entity is in violation of SB 1383 requirements, Contractor shall document the information listed in Exhibit D. Contractor shall provide this information in a brief Complaint report to the City for each SB 1383-noncompliance Complaint within seven (7) days of receipt of such Complaint, and a quarterly summary report of SB 1383-non-compliance Complaints in accordance with Exhibit D. Upon City request, Contractor shall conduct follow-up inspections and/or outreach to the violating entity, and shall document the information in the reports provided pursuant to Exhibit D.

- C. Complaint Resolution.** Contractor shall respond to all Complaints received within the timeframes required by Section 4.12.1.B and 4.12.1.C. Complaints related to missed Collections shall be

798 addressed in accordance with Section 4.9.3. Complaints related to repair or replacement of Carts or  
799 Bins, shall be addressed in accordance with Section 5.5.

#### 800 **4.12.3 Missed Collections**

801 **A. Missed Collection Complaints.** When handling Customer Complaints related to missed or  
802 incomplete Collections, Contractor shall not question or contest the Customer's claim that the  
803 Collection was missed or incomplete, even in cases where the Route driver recorded the  
804 Container(s) in question as already "Collected" or "not out in the Contractor's Customer database  
805 system."

806 **B. Schedule for Resolution.** Contractor shall resolve each and every Customer Complaint of a missed  
807 or incomplete Collection by returning to the Customer address and completing the Collection. For  
808 all Complaints related to missed Collections that are received by 12:00 p.m. from Bin or Drop Box  
809 Customers, or that are received by 3:00 p.m. from Cart Customers on a Working Day, the Contractor  
810 shall return to the Customer address and Collect the missed materials on the same Working Day on  
811 which the missed Collection was reported. For those Complaints related to missed Collections that  
812 are received after 12:00 p.m. from Bin or Drop Box Customers, or after 3:00 p.m. from Cart  
813 Customers on a Working Day, the Contractor shall have until the end of the following Working Day  
814 to resolve the Complaint.

815 Contractor shall not be required to return and complete a Collection in response to a Complaint if  
816 the Contractor's driver has left a Non-Collection Notice in accordance with Section 5.3.B.

817 **C. Courtesy Collections for Admitted Late Set-Outs.** In the event that a Customer: (i) reports that their  
818 Container(s) was(were) placed for Collection after Contractor's Collection vehicle had already  
819 passed the Premises for regularly scheduled Collection; (ii) does not claim that Contractor missed  
820 the Collection; and (iii) requests that the Contractor return and Collect their Containers, Contractor  
821 shall return to the Customer Premises and provide a Courtesy Collection at no charge to the  
822 Customer. Contractor is not required to provide more than one (1) Courtesy Collection for admitted  
823 late set-outs per Customer per calendar year. For Residential Customers, one (1) Courtesy Collection  
824 represents Collection of up to three (3) Carts (Recyclable Materials, Organic Materials, Solid Waste)  
825 per incident. Contractor shall complete the Courtesy Collection by the end of the following Working  
826 Day. The provisions of this Section shall only apply if the Customer acknowledges, and Contractor  
827 documents in writing, that the event did not constitute a missed or incomplete Collection event by  
828 the Contractor.

#### 829 **4.13 ACCESS TO CUSTOMER SERVICE AND BILLING SYSTEMS**

830 Contractor shall provide access and any necessary training to one (1) or more City employee(s) (as  
831 designated by the City) regarding the use of Contractor information systems as described in this Section.  
832 Contractor shall designate one (1) member of Contractor staff to work directly with such City employee.  
833 Such City employee and Contractor employee shall cooperate to ensure that the Contractor's information  
834 systems are integrated with the City's Customer service systems, or are otherwise able to receive  
835 information from such City systems on a daily basis (e.g., through manual input by Contractor staff) and  
836 in a format, as determined by the City, that facilitates efficient recordkeeping and reporting. Upon request  
837 by the City, Contractor shall utilize the City's Customer Response Management System (CRM) or any  
838 subsequent similar system, and shall respond to Customer requests transmitted to Contractor through  
839 the City's CRM system and enter resolutions to Customer requests directly into the City's CRM system.

Additionally, Contractor shall provide such City employee with access to Contractor's Customer service, call center, and operations information systems in order to validate Contractor performance standards and recommend changes to Customer Service Levels to resolve service issues or otherwise address Customer needs. In the event that recommended Service Level changes are made, the designated City staff will work with Contractor's designated manager to make such changes, which shall not be denied by Contractor except for reasons related to Customer, Route driver, and/or equipment or site safety. Contractor shall also provide read-only access to Customer contact information (including email addresses) for purposes of City-provided public education and outreach activities. In addition, Contractor shall ensure that the City Contract Manager and any other City staff, as requested by the City, have read-only access to all service order, billing, and Customer service records in Contractor's internal information systems. Such read-only access is intended to provide the City the ability to review notes related to Customer service and/or billing issues.

#### **4.14 SERVICE EXEMPTIONS**

The City's Municipal Code and the ACWMA allow for some Generators that meet specific criteria to be exempt from the requirements to subscribe to and pay for Recyclable Materials, Organic Materials, and/or Solid Waste Collection services. Contractor shall provide all Customers with Collection Services unless the Customer provides proof of a Collection service exemption, as described below. Failure to comply with the requirements of this section may result in assessment of Liquidated Damages in accordance with Exhibit F. The City or the ACWMA shall provide the forms to be used for service exemptions.

**A. City Service Exemption.** Commercial Businesses that do not operate a food establishment may request a City exemption from the requirement to subscribe and pay for Discarded Materials Collection services from the Contractor. Contractor shall review all exemption requests and supporting documentation sent to Contractor by Customers in accordance with Section 3-6-220 of the City's Municipal Code. Contractor shall submit a recommendation to the City, for the approval or denial of the Customer's exemption request within five (5) Business Days of receiving the exemption request. The City shall notify the Contractor of its determination for approval or denial of the service exemption request, within ten (10) Business Days of receipt of Contractor's recommendation and documentation. The City ultimately retains the right to approve or deny any exemption request, regardless of the recommendation provided by the Contractor. Contractor shall notify Customers of the approval or denial of their exemption request within five (5) Business Days of City's decision and provide a statement for why the request was denied, if applicable. Upon approval of a Customer's exemption request, Contractor shall modify the Customer's Service Level, account data, and billing statement in accordance with Section 4.14.F. Contractor shall immediately notify the City to revoke the Customer's service exemption if that Customer is found to be in violation of Chapter 3-1 or any other applicable provisions of the Municipal Code or the property changes ownership and/or occupancy.

**B. County Certification of Recycling Services.** Commercial businesses and Multi-Family Customers that meet specific criteria may request a County exemption from the requirement to subscribe and pay for Recyclable Materials or Organic Materials Collection services from the Contractor. Upon receiving proof from a Customer or the ACWMA of a Customer's Certification of Recycling Services (CRS) exemption, Contractor shall modify such Customer's Collection Service Levels in accordance with Section 4.14.F. Quarterly, Contractor shall report to the City Contract Manager all Customers with an active CRS exemption in accordance with Exhibit D. Contractor shall immediately report to the City and the ACWMA if the Customer is found in violation of the exemption requirements.

Contractor shall notify the customer and recommence service within seven (7) days of receiving confirmation from the ACWMA of the revocation of a Customer's service exemption. These exemptions shall be effective for a period of five (5) years from the date the application is approved unless service is stopped and new service is started at the same address. Contractor shall be responsible for re-commencing Recyclable Materials and/or Organic Materials Collection service for Customers within ten (10) Working Days from the date on which the service exemption has expired unless the Customer has provided proof to Contractor of an exemption renewal.

**C. Vacancy Exemptions.** Upon Customer request, Contractor shall cease providing (and collecting payment for) Collection services to a Premises which is vacant for no less than thirty (30) calendar days. Contractor shall be responsible for ongoing monitoring of Vacancy exemptions and restarting service at the end of the exemption period or immediately upon finding the Customer is in violation of the exemption.

**D. Service Location Exemptions.** Contractor shall provide service location exemptions to Single-Family Customers in accordance with Exhibit B1.7.

**E. Commercial and Multi-Family Waivers.** The City or the ACWMA may grant waivers, subject to compliance with SB 1383 requirements, to Commercial or Multi-Family Generators that impact the scope of Contractor's provision of service for those Customers. Such waivers shall be effective for a period of five (5) years from the date the application is approved unless service is stopped and new service is started at the same address. Contractor shall be responsible for re-commencing Recyclable Materials and/or Organic Materials Collection service for Customers within ten (10) Working Days from the date on which the service exemption has expired unless the Customer has provided proof to Contractor of an exemption renewal.

1. De Minimis Waivers. Contractor shall modify a Customer's Recyclable and/or Organic Materials Collection service in accordance with Section 4.14.F if the Customer provides documentation of a City or ACWMA approved waiver application, or the City or the ACWMA provides such documentation to Contractor, demonstrating one of the following de minimis conditions apply:

a. The Commercial Generator's total Discarded Materials Collection service is two (2) cubic yards or more per week, and Organic Waste subject to Collection in a Recyclable Materials Container or Organic Materials Container comprises less than twenty (20) gallons per week, per applicable Container, of the Commercial business' total waste; or,

b. The Commercial Generator's total Discarded Materials Collection service is less than two (2) cubic yards per week, and Organic Waste subject to Collection in a Recyclable Materials Container or Organic Materials Container comprises less than ten (10) gallons per week, per applicable Container, of the Commercial business' total waste.

2. Physical Space Waivers. Contractor shall modify a Customer's Recyclable and/or Organic Materials Collection service in accordance with Section 4.14.F if the Customer provides documentation of a City or ACWMA approved waiver application, or the City or the ACWMA provides such documentation to Contractor, demonstrating that the Premises lacks adequate space for Recyclable Materials Containers and/or Organic Materials Containers.

**F. Service Level Updates.** Within seven (7) Business days of a Customer’s approved exemption request or application, or the Customer’s exemption status change after a re-verification determination, Contractor shall modify the Customer’s Service Level, Customer account data, and billing as needed.

**G. Waiver Re-verification.** Contractor shall notify Generators no less than thirty (30) calendar days prior to the expiration date of their active exemption or waiver with information on the requirements to maintain their exemption status and instructions on how to reapply for an exemption or waiver if applicable. The Contractor shall be responsible for re-verification of service exemptions submitted in accordance with Section 4.14.A. Contractor may submit CRS exemption requests and/or Commercial and Multi-Family waiver requests through the ACWMA’s online waiver and exemption portal on behalf of Generators if they can provide sufficient evidence that the Generator meets the requirements as described in Section 4.14.B or 4.14.E. Contractor shall be responsible for confirming acceptance or denial of the exemption request and adjusting Collection services in accordance with Section 4.14.F.

#### **4.15 CLIMATE AND DISASTER RESILIENCY**

**A. Climate and Disaster Resiliency Planning.** No less than one-hundred and twenty (120) days prior to the Commencement Date, the Parties shall meet to discuss development of a Climate and Disaster Response Plan to address the role of the Contractor in addressing City needs related to wartime, natural, physical, or other disaster in, or proximate to, the City resulting in the declaration of a State of Emergency by the City Manager or City Council, as well as any measures that may be necessary for the Contractor to take over time to address climate change. No less than sixty (60) days prior to the Commencement Date, Contractor shall develop a Climate and Disaster Response Plan and submit the plan to the City for review and approval. Contractor shall make any City-requested changes to the plan prior to final approval.

**B. Disaster Response Protocol.** The Parties shall develop and finalize a Disaster Response Protocol prior to the Commencement Date that identifies specific communication and logistical actions, and such other coordination between the Parties and internal to each Party such that Contractor assistance can occur immediately following City declaration of an emergency. The protocol shall become part of the Climate and Disaster Response Plan to be developed by the Parties as provided in Section 4.15.A above. The Parties shall review the Protocol no less than annually and revise as warranted.

**C. Essential Service.** Contractor acknowledges that it provides an essential service, and that while provision of Collection service during or following a disaster may be affected by impacts to facilities, equipment, and/or public infrastructure, Contractor is obligated to take all measures necessary to provide such service in a timely and effective manner in compliance with this Agreement, Section 10.7 notwithstanding.

**D. Availability of Contractor’s Personnel and Equipment.** In event of a State of Emergency declared by the City Manager or City Council, Contractor shall make available to the City the total amount of resources (i.e. all equipment, vehicles, and/or personnel, including personnel time) used to perform services under this Agreement as described in Section 4.2 through 4.9 that are necessary to deal with the State of Emergency. Contractor shall comply with the City’s determination for how to allocate Contractor’s resources during a State of Emergency such that some or all of Contractor’s resources may be redirected for emergency services outside the scope of Sections 4.2 through 4.9

of this Agreement. Contractor shall be compensated for such emergency services through procedures set forth in subsection E below. For any resources directed towards the uninterrupted Collection services provided to Customers in accordance with Section 4.2 through 4.9 of this Agreement, Contractor shall receive compensation for Collection services provided through the then current Rates paid by Customers receiving such uninterrupted Collection service. .

- E. Contractor Reimbursement for Use of Additional Resources.** Should Contractor provide emergency services utilizing resources made available to the City, pursuant to subsection D above, during a declared State of Emergency, Contractor shall submit to City detailed records of specific, and reasonable costs and expenses borne by Contractor in providing such emergency services . City shall compensate Contractor for such documented, reasonable expenses for emergency services provided pursuant to subsection D within ninety (90) days of receipt of State and/or Federal emergency agency reimbursement specific to these expenses. Should such reimbursement not occur within five hundred and forty (540) days of Contractor’s complete submission as verified by the City, City shall compensate Contractor for such fully documented costs. Contractor shall promptly cooperate with City, State, and/or Federal reporting and documentation requirements related to City receipt of reimbursement, including if City is pursuing reimbursement after having reimbursed the Contractor. Contractor shall further comply with all applicable Federal, State, or local funding and accounting requirements that may apply to expenses that will be reimbursed upon notice of the same from City.

## **ARTICLE 5. STANDARD OF PERFORMANCE**

### **5.1 GENERAL**

Contractor shall at all times comply with Applicable Law and provide services in a manner that is safe to the public and the Contractor’s employees. Except to the extent that a higher performance standard is specified in this Agreement, Contractor shall perform services in accordance with Recyclable Materials, Organic Materials, C&D Debris, and Solid Waste management practices common to the San Francisco Bay Area.

### **5.2 OPERATING HOURS AND SCHEDULES**

- A. Hours of Collection.** Unless otherwise authorized by the City Contract Manager, Contractor’s days and hours for Collection operations shall be as follows:

1. **Residential Premises.** Collection from Residential Premises shall only occur between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday.
2. **Commercial Premises.** Collection from Commercial Premises that are two hundred (200) feet or less from the nearest Residential Premises shall only occur between the hours of 6:00 a.m. and 6:00 p.m., Monday through Saturday. Collection from Commercial Premises more than two hundred (200) feet from Residential Premises shall only occur between the hours of 3:00 a.m. and 6:00 p.m., Monday through Saturday.

- B. Holiday Collection Schedule.** Contractor, at its sole discretion, may choose not to provide Collection services on a Holiday. In such event, Contractor shall provide Single-Family Collection services on

the day following the Holiday thereby adjusting subsequent work that week with normally scheduled Friday Collection services being performed on Saturday; however, Customer service days shall be returned to the normal schedule within one (1) week of the Holiday. Multi-Family, Commercial, and City Collection services shall be adjusted as agreed between the Contractor and the Customer but must meet the minimum frequency requirement of one (1) time per week. The Contractor shall provide Customers notice of Holiday-related changes in Collection schedules at least two (2) weeks prior to the change.

### **5.3 COLLECTION STANDARDS**

**A. Servicing Containers.** Contractor shall Collect and return each Container to the location where the Customer or Occupant properly placed the Container for Collection provided that Contractor shall not replace Containers in such a manner that blocks the public right-of-way or bicycle lanes, regardless of how the Containers were placed for Collection. Contractor shall place the Containers upright with lids properly secured. Such proper placement is designated in the Exhibits for each Customer Type.

Contractor, at the request of Customers, may provide special services including: (i) unlocking Containers; (ii) accessing Container enclosures with a key; or, (iii) pulling or pushing Containers before and after Collection. Contractor may charge Customers for such extra services at the Rates approved by City for such services.

Contractor may require Customers on private roads to sign road damage liability waivers prior to operating on such private streets. Additionally, Contractor may require Customers (including groups of Customers and homeowners' associations) requesting Collection service from on-property motor-courts to sign damage liability waivers indicating the Customer's choice to receive Collection services in such manner, prior to operating on such private streets or motor-courts. If Customers requesting service on private roads or on-property motor-courts fail to sign such waivers, Contractor may, upon approval, which may or may not be conditional, from the City Contract Manager require them to receive service at the nearest public right of way.

**B. Non-Collection, Courtesy Noticing.** Prior to the Commencement Date, Contractor shall develop, and submit to the City Contract Manager for review and approval: a template Non-Collection Notice, for use in instances of acceptable non-Collection of Discarded Materials; and, a template Courtesy Notice, for use in instances of improper set-out of Discarded Materials, which the Contractor, at its sole option, elects or is otherwise required by this Section to Collect as a courtesy to the Customer. Such notices shall be specific to the City of San Leandro. In the event that Contractor encounters circumstances at a Customer Premises that prevent the Contractor from Collecting Discarded Materials that have been placed for Collection, Contractor shall leave a Non-Collection Notice at the Customer Premises clearly explaining Contractor's reason for refusal to Collect the Discarded Materials, including specific identification of improper Customer sorting or Container placement. Contractor shall not be required to Collect Discarded Materials which are reasonably believed to contain Excluded Waste, pursuant to the requirements of Section 5.7. If Contractor intentionally refuses to Collect Discarded Materials (including Cardboard overages), but does not leave a Non-Collection Notice, it shall be considered a missed Collection per Section 4.9.3. Contractor may propose an alternative to a paper Non-Collection Notice left at Customer Premises (e.g., Customer notification via a phone call, email, or other electronic format) subject to City approval. Such an alternative must involve pro-active communication with Customer, initiated by Contractor.



In the event that Contractor encounters circumstances at a Customer Premises that allow for safe Collection of Discarded Materials, but do not otherwise reflect proper set-out procedures (including, but not limited to, over-full Containers, spills not caused by the Contractor, Carts placed too close together, Carts placed in front of one another, Carts placed too close to parked cars), Contractor shall Collect the material and leave a Courtesy Notice at the Customer Premises clearly explaining how the Customer failed to comply with proper set-out procedures. Non-Collection and Courtesy Notices shall contain all the information required by Exhibit J.1.D.1.

Contractor shall educate the public on proper set-out procedures designed to maximize the efficiency of Collection (e.g., Carts spaced three (3) feet apart). However, Contractor acknowledges that such procedures are not practical in all circumstances and failure of the Customer to follow such procedures does not constitute a reason for non-Collection if the Discarded Materials may be safely and reasonably serviced. Contractor's Route drivers shall dismount their Collection vehicles and reposition Containers as necessary to provide Collection service. Contractor may not require a Customer to set out the Customer's Containers in such a manner that would block vehicle access to Customer's driveway or garage. Contractor and Customers may mutually agree to uncommon service locations if necessary for Collection in specific areas (e.g., setting out all of the Carts in a court in a line down the middle of the court as opposed to Curbside).

Contractor may refuse to Collect Recyclable Materials or Organic Materials Containers which are contaminated in accordance with Exhibit B, and shall leave an approved Non-Collection Notice informing Customer how to properly separate materials. Contractor shall perform at least one (1) Courtesy Collection per Rate Period per Customer of contaminated Recyclable Materials, at least one (1) Courtesy Collection per Rate Period per Customer of contaminated Organic Materials, and leave an approved Courtesy Notice notifying the Customer of the specific materials that have been incorrectly placed and informing the Customer in which Container the materials should be placed. Contractor shall increase the minimum number of Courtesy Collections made per Customer per Rate Period to two (2) per material stream if Contractor elects to perform and administer Customer contamination notices with an automated or on-board camera system. A Courtesy Collection of contaminated Recyclable Materials or Organic Materials may be made with a Solid Waste Collection vehicle, provided that the contaminants may safely and lawfully be Collected as Solid Waste.

By way of example, and not limitation, the City and Contractor agree to the manner in which the following common occurrences will be addressed with regard to Non-Collection Notices and/or Courtesy Notices provided under this Agreement:

Collect, leave Courtesy Notice	Refuse Collection, leave Non-Collection Notice
<ul style="list-style-type: none"> <li>• Cart placement <ul style="list-style-type: none"> <li>○ Too close to another Cart</li> <li>○ In front of/behind another Cart</li> <li>○ Too close to a car, mailbox</li> <li>○ Under tree, basketball hoop, or overhang</li> <li>○ Wheels not against Curb</li> <li>○ Cart on top of Curb instead of in the street</li> <li>○ Cart facing the wrong way</li> <li>○ Lid open</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Not safe to Collect</li> <li>• Contains hazardous, radioactive, biohazardous, or infectious materials</li> <li>• 2<sup>nd</sup> (or 3<sup>rd</sup> if monitoring is performed with an automated or on-board camera system) or more instance of non-hazardous contamination in any one Rate Period</li> <li>• Container filled past "water line", and will likely spill material onto the ground if Collected</li> </ul>

Collect, leave Courtesy Notice	Refuse Collection, leave Non-Collection Notice
<ul style="list-style-type: none"> <li>• 1<sup>st</sup> (and 2<sup>nd</sup> if monitoring is performed with an automated or on-board camera system) instance of contamination in Recyclable Materials or Organic Materials Container in any one Rate Period</li> <li>• Container filled past “water line”, but safe to Collect, not likely to spill</li> </ul>	<ul style="list-style-type: none"> <li>• Solid Waste outside of a Container without a pre-paid Extra Service Tag</li> <li>• Container is overweight and may break if lifted or is unsafe to handle by Contractor personnel as determined in accordance with Contractor’s labor agreements or by the City Contract Manager.</li> </ul>

**C. Litter Abatement.** Contractor shall use due care to prevent spills or leaks of material placed for Collection, fuel, and other vehicle fluids while providing services under this Agreement. If any materials are spilled or leaked during Collection and Transportation, the Contractor shall clean up all spills or leaks before leaving the site of the spill. Contractor’s vehicles shall be equipped at all times with spill kits, including but not limited to a broom, shovel, and absorbent.

Contractor shall not Transfer loads from one vehicle to another on any Public Street, unless it is necessary to do so because of mechanical failure, combustion of material in the truck, or accidental damage to a vehicle.

Contractor shall cover all open Drop Boxes at the pickup location before Transporting materials to the Designated Facility.

Contractor shall conduct public outreach and staff training to Customers on best management practices for litter abatement as part of the public outreach program. Such best management practices include, without limitation:

1. Closing Container lids and right sizing service: Contractor staff will tag overfull Containers with Courtesy Notices, which will serve as outreach and education to the Customer. Photos of the Container will be taken by Contractor staff, attached to the Customer’s account, and will be available to outreach and Customer service staff in order to demonstrate to the Customer where a problem exists.
2. Outreach to Customer on importance of bagging lightweight materials such as plastic bags, film plastics, foam peanuts, and other materials that can easily become litter due to their lightweight nature.
3. Driver training on litter reduction techniques and litter removal best management practices.
4. Affixing signage to the back of Contractor trucks which provides a phone number for residents to report material spills.

**D. Development and Review of Collection Specifications.** Contractor shall work with the City to develop standard specifications for Collection Container enclosures at Commercial and Multi-Family Premises. These specifications shall be developed to ensure that the Collection Container enclosures are built to provide adequate space for and suitable configuration to allow the Contractor to safely and efficiently service Recyclable Materials, Organic Materials, and Solid Waste Containers. Contractor’s Operations Manager or other appropriately qualified staff shall, upon request by the City Contract Manager, provide a review of plans for new Single-Family, Multi-Family, Commercial, or other development or project design drawings. Contractor shall provide comments

and recommendations resulting from the review in writing within ten (10) Working Days of receipt of the documents for review. In each review report, Contractor shall comment on the acceptability of the proposed enclosure arrangements in terms of: (i) the adequacy of space for Recyclable Materials, Organic Materials, and Solid Waste Containers; (ii) the accessibility of the Containers for Collection including whether additional charges (e.g., Push/Pull Charges) would apply; and, (iii) ease of use by tenants.

- E. No Commingling of Materials.** Contractor shall Collect materials generated in the City in Collection Vehicles separately from other materials generated outside the City Service Area, unless otherwise approved by the City Contract Manager. In the event that the City Contract Manager approves comingling of materials generated in the City with materials generated outside the City, on a temporary or permanent basis, Contractor shall maintain clear records documenting the methodology used to allocate Collected materials to the City. Contractor shall not commingle materials which have been Source Separated with other materials types (for example, Source Separated Recyclable Materials which have been properly placed for Collection shall not be combined with Solid Waste or Source Separated Organic Materials).

#### **5.4 COLLECTION VEHICLE REQUIREMENTS**

As of the Effective Date, all Collection vehicles shall operate on compressed natural gas (CNG). Contractor shall replace Collection vehicles in accordance with the schedule contained in Exhibit G7 except as otherwise required by this Section. The Parties agree that the schedule contained in Exhibit G7 does not represent the limit of vehicle life and actual vehicle replacements shall occur on a schedule agreed upon by both Parties and subject to the fleet plan developed in accordance with this Section. The Parties acknowledge the requirements of the Advanced Clean Fleets Rule requiring Contractor to transition to a zero-emission fleet. The Parties further acknowledge that this requires use of new technology that is both relatively expensive and technically unproven compared to conventional fleets. The Parties agree that the cost of transitioning to a zero-emission fleet, and infrastructure changes and increased utility costs required for such fleet, shall result in a more precise and frequent review of actual specific cost categories including depreciation expenses, interest expenses, utility expenses, fuel costs, and vehicle maintenance costs that are impacted by a change from CNG to ZEV propulsion. Such review shall be used to determine an adjustment to Rates subject to the provisions of this Section. During such review, Contractor may request that other cost categories, beyond those listed in this Section, are considered in the evaluation of the Rate adjustment, and shall provide all information requested by the City in order to substantiate Contractor's request. No additional cost categories shall be considered in the Rate adjustment pursuant to this Section without the prior approval of the City, which shall not be unreasonably withheld. The Parties shall work collaboratively to minimize the cost impact to Customers of the transition to a zero-emission fleet and infrastructure changes and increased utility costs required for such fleet, including making use of any delays that are allowed through the Advanced Clean Fleets Rule and any subsequent law or regulation. Contractor's obligations to transition to a zero-emission fleet and all costs associated therewith shall not burden the City or Customers disproportionately to other jurisdictions or customers served by Contractor or its Affiliates under the same ownership, and if Contractor expands its fleet as a result of new, expanded, or extended service contracts or an expansion into new market areas, the City shall benefit proportionately from that expansion of services and impacts on Contractor's fleet to the extent that such expansion reduces the City's share of Contractor's obligations under the Advanced Clean Fleets Rule. A condition precedent to the execution of this Agreement is Contractor's identification and approval by the City Contract Manager of up to three (3) third party fleet expert(s) that can be timely

engaged to conduct an assessment of Contractor's existing fleet relative to the Advanced Clean Fleets Rule.

Within thirty (30) days of the Effective Date of this Agreement, Contractor shall engage an approved third party fleet expert to conduct such an assessment, as considered through the common ownership rules of the regulation, and prepare a draft plan articulating the schedule and strategic considerations for how Contractor can most cost-effectively accomplish the fleet transition, using best available information at the time of the study including Contractor's existing franchise agreements and durations remaining, exclusive of any extension options not yet granted or exercised. Such draft plan shall be submitted concurrently to Contractor and the City for review, consideration, and feedback. The third-party expert shall then revise the draft plan and provide to Contractor and the City. Based on the revised draft plan, Contractor shall prepare a forecast for each Rate Year remaining in this Agreement of Contractor's proposed change in maintenance, fuel, utilities, depreciation, and interest expense on Contractor's operations covered by the fleet (including necessary infrastructure changes), as defined by the Advanced Clean Fleets Rule's common ownership provisions. The financial forecast shall also illustrate the allocation of costs to various jurisdictions and/or customers on a proportional basis to the number of vehicles. The plan prepared by the third-party fleet expert, as well as the financial forecast prepared by Contractor, shall be subject to review, due diligence, reasonable requests for changes, and approval by the City's Contact Manager that shall not be unreasonably withheld. Once the fleet plan and financial forecast have been approved by the City's Contract Manager, that plan shall form the preliminary basis for the Contractor's vehicle plan and shall be incorporated into this section of the Agreement by reference.

No less than thirty (30) days prior to Contractor ordering any new or replacement vehicle(s) or necessary infrastructure equipment, Contractor shall notify the City of Contractor's intent to purchase such vehicle(s) and/or equipment. Such notice shall state the intended replacement timing and vehicle type from the fleet plan and whether Contractor's proposal is in accordance with the approved plan and financial forecast or some alternative to it. Such notice shall include Contractor's then-current assessment of: i) the potential for regulatory or statutory relief from the requirements of the Advanced Clean Fleets Rule; ii) the technical feasibility of using the proposed equipment including the adequacy of that equipment for the type, size, terrain, and weather conditions experienced by that vehicle in its operations; iii) the cost effectiveness of this specification as demonstrated by at least three vendor quotes/bids for similarly specified equipment; iv) a statement of Contractor's new, expanded, or extended service contracts or expansion of service into a new market area and the implications of the Advanced Clean Fleets Rule's common ownership provisions; and v) Contractor's proposed changes to vehicle maintenance, fuel, utilities, depreciation, and interest expense and/or schedule resulting from the purchase, relative to the initial plan and financial forecast approved by the City. The City Contract Manager shall have fifteen (15) days to respond to Contractor's notice of intended fleet/equipment purchase with either an approval of the purchase or with specific reasonable concerns and/or objections. In the event that the City Contract Manager agrees with the purchase, the changes in vehicle maintenance, fuel, utilities, depreciation, and interest expense shall take effect in the rate application immediately following Contractor's receipt of the vehicle(s) and/or equipment, prorated to the first day of the month following the date such vehicle(s) and/or equipment were placed into service. In the event that City Contract Manager objects to a purchase or the allocation of its costs to the City, Contractor and the City Contract Manager shall meet and confer within fifteen (15) days of City Contract Manager's response to Contractor. In the event that the Parties are unable to resolve the matter, the Parties shall submit the specific unresolved issue(s) for consideration by an independent third-party fleet expert whose decision shall be binding on the Parties. The independent third-party expert shall be one of the third party experts identified and agreed to by the Parties prior to the execution date of this Agreement or mutually agreed

1202 upon by the Parties, the work shall be directed jointly by the Parties, and the cost of their review and  
1203 recommendation shall be shared equally by the City and Contractor.

1204 Contractor shall provide a fleet of Collection vehicles sufficient in number and capacity to efficiently  
1205 perform the work required by the Agreement in strict accordance with its terms. Contractor shall have  
1206 available sufficient back-up vehicles for each type of Collection vehicle used to respond to scheduled and  
1207 unscheduled maintenance, service requests, Complaints, and emergencies. All such vehicles shall have  
1208 watertight bodies designed to prevent leakage, spillage, or overflow. All such vehicles shall meet On-Road  
1209 Heavy Duty Vehicle emissions requirements for model year 2015, or the appropriate emission  
1210 requirements for the model year of the vehicle purchased, if newer, and comply with all Federal, State,  
1211 and local laws and regulations. Contractor's vehicles shall utilize Recycled motor oil to the extent  
1212 practicable. Upon City approval, Collection vehicles shall have the capability of carrying and safely  
1213 Transporting empty and full Used Oil Recovery Kits, as well as the capacity to Collect and Transport loose  
1214 Cardboard overages, to ensure that Contractor is capable of complying with Exhibit B.

1215 Vehicles used in the Collection of Solid Waste, Recyclable Materials and Organic Materials shall be  
1216 thoroughly washed on a minimum of one (1) time per week or more frequently if necessary, so as to  
1217 present a clean appearance of the exterior and interior compartment of the vehicle under this Agreement.  
1218 Contractor's name and local telephone number shall be displayed on all vehicles in at least four (4) inch  
1219 characters. Vehicles shall be equipped to allow for educational messaging to be displayed. Contractor shall  
1220 provide mock-ups of any truck signage to the City Contract Manager for approval prior to the final printing  
1221 or design of such signage. Contractor shall implement any changes requested by the City Contract  
1222 Manager including changes to the proposed content or sign size (contingent on size limitations for each  
1223 vehicle type).

1224 Contractor shall not place the City's logo on its vehicles. Contractor shall not use vehicles identified for  
1225 use in the City in any other jurisdiction, or use vehicles labeled for use in other jurisdictions in the City  
1226 without prior approval from the City and subject to the following conditions:

- 1227 1. Contractor's use of vehicles identified for use in the City in any other jurisdiction, or use of  
1228 vehicles labeled for use in other jurisdictions in the City shall be limited to: i) trucks used for  
1229 weekend Recyclable Materials Collection Routes for which Recyclable Materials are allocated  
1230 in accordance with subsection three (3) below; ii) trucks used for weekend Organic Materials  
1231 or Solid Waste Collection Routes subject to the limitations described in subsection two (2)  
1232 below; or iii) trucks used to cover a staff reassignment so long as the truck has been emptied  
1233 prior to starting the reassigned route within the City.
- 1234 2. For any vehicle used for the Collection of Solid Waste from multiple jurisdictions, Contractor  
1235 shall weigh, and empty material Collected in between each jurisdiction's Collection routes  
1236 such that the actual tonnage of Solid Waste Collected can be attributed to the correct  
1237 jurisdiction of origin.
- 1238 3. For any vehicle used for the Collection of Recyclable Materials or Organic Materials from  
1239 multiple jurisdictions, Contractor shall allocate the Tonnage of Recyclable Materials or  
1240 Organic Materials to the City by apportioning to the City its percentage of the total Tonnage  
1241 Collected on the shared route based on the aggregate volume, expressed in yards or gallons,  
1242 of containers collected. Contractor shall calculate the City's allocation by dividing the total  
1243 Service Level volumes Collected in the City by the total Service Level volumes Collected from  
1244 all Containers on the shared route. For example, if Contractor collects three (3) Tons of

1245 Recyclable Materials from Customers with fifty 50 yards of service in San Leandro and one  
1246 hundred (100) yards of service in Castro Valley, the City shall be apportioned one (1) Ton or  
1247 thirty-three and one-third percent (33.3%) (fifty (50) yards/one hundred and fifty (150) yards)  
1248 of the Tonnage collected on that route.

1249 Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles  
1250 that are not operating properly shall be taken out of service until they are repaired and operate properly.  
1251 Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are  
1252 needed because of accident, breakdown, or any other cause so as to maintain all equipment in a safe and  
1253 operable condition. City Contract Manager may inspect vehicles at any reasonable time, and within three  
1254 (3) calendar days of such a request, to determine compliance with sanitation requirements.

1255 All Collection operations shall be conducted as quietly as possible and shall conform to applicable Federal,  
1256 State, County, and City noise level regulations. The City may request Contractor to check any piece of  
1257 equipment for conformance with the noise limits in response to Complaints and/or when the City Contract  
1258 Manager believes it is reasonable to do so. In the event that Contractor's Collection activities are the  
1259 subject of noise Complaints from Residents that are near non-Residential service locations, Contractor  
1260 shall meet and confer with the City Contract Manager to identify whether alternative Collection times or  
1261 methods could be used to mitigate the noise concerns.

1262 Contractor shall furnish the City a written (electronic) inventory of all vehicles, including Collection  
1263 vehicles, used in providing service, and shall update the inventory report annually. The inventory shall list  
1264 all vehicles by manufacturer, ID number, date of acquisition, fuel type, capacity, and decibel rating.

1265 Contractor shall cooperate with the Designated Facility operators and Approved Facility to ensure that all  
1266 Collection vehicles used to deliver Discarded Materials and C&D Debris to the Designated or Approved  
1267 Facility(ies) are weighed to determine unloaded ("tare") weights no later than thirty (30) days prior to the  
1268 Commencement Date. Contractor shall coordinate with the Designated Facility or Approved Facility  
1269 operators to re-tare vehicles immediately after any major maintenance service on a Collection vehicle and  
1270 prior to placing any additional or replacement Collection vehicles into service.

## 1271 **5.5 CONTAINER REQUIREMENTS**

1272 **A. Containers Provided to Customers.** All Carts, Bins, and Drop Boxes, excluding compactors, shall be  
1273 provided by Contractor to all Customers as part of services provided by Contractor. Contractor shall  
1274 provide Containers for storage and Collection of Solid Waste, Recyclable Materials, and Organic  
1275 Materials. Contractor shall provide Containers to new Customers requesting service initiation, or  
1276 existing Customers requesting a Used Oil Recovery Kit within five (5) Working Days of Contractor's  
1277 first receipt of the Customer request. Contractor-provided Containers shall be new or clean used  
1278 Containers, and Carts and Bins shall be designed and constructed to be watertight and prevent the  
1279 leakage of liquids. All Containers shall display the City's name, Container capacity (yards or gallons),  
1280 and some identifying inventory or serial number.

### 1281 **B. Container Standards**

1282 1. All Carts shall be manufactured by injection or rotational molding methods. Carts provided  
1283 to Customer shall have a useful life of ten (10) or more years as evidenced by a manufacturer's  
1284 warranty or other documentation acceptable to the City.

- 1285 2. All Containers with a capacity of one (1) cubic yard or more shall meet applicable Federal  
1286 regulations for Bin safety and be covered with attached lids.
- 1287 3. Contractor shall differentiate Solid Waste Containers, Recyclable Materials Containers, and  
1288 Organic Materials Containers from each other by providing Containers of different colors  
1289 (blue for Recyclable Materials, green for Organic Materials, and grey for Solid Waste), unless  
1290 approved otherwise by the City Contract Manager in accordance with this Section and  
1291 Applicable Law.
- 1292 4. Contractor shall obtain the City's written approval of Container specifications, colors, and  
1293 labeling before acquisition, painting, and labeling occurs.
- 1294 5. When purchasing plastic Collection Containers, Contractor shall purchase Containers that  
1295 contain a minimum of 30% post-consumer Recycled plastic content.
- 1296 6. All such Containers shall be 100% Recyclable at the end of their useful life.
- 1297 7. Prior to ordering Containers for use under this Agreement, Contractor and City Contract  
1298 Manager shall meet and confer to ensure the proposed Container specifications and labels  
1299 comply with Applicable Law, including, but not limited to, the final SB 1383 regulations.
- 1300 8. All new or replacement Containers during the Term shall comply with the color and labeling  
1301 requirements set forth in this Section and Applicable law, including, but not limited to, SB  
1302 1383 (14 CCR Section 18982 and 14 CCR, Division 7, Chapter 12, Article 3). Notwithstanding  
1303 this Section, the Contractor shall not be required to replace functional Containers, including  
1304 Containers purchased prior to January 1, 2022, that do not comply with the color  
1305 requirements of Section 5.5.C prior to the end of the useful life or necessary replacement of  
1306 those Containers, or prior to January 1, 2036, whichever comes first. On and after January 1,  
1307 2036, all Containers in service by the Contractor shall comply with the Container color and  
1308 labeling requirements of this Section and SB 1383.
- 1309 **C. Container Labeling** Contractor shall provide to the City a mockup of all Containers, including all  
1310 Container markings and color, for approval by the City in advance of ordering such Containers. On  
1311 the lid of each Cart, and the body of each Bin, Drop Box, and Public Litter Container, Contractor shall  
1312 label the ultimate destination of such materials as follows: "LANDFILL" for Solid Waste; "RECYCLE"  
1313 for Recyclable Materials (including Cardboard, mixed paper, metal, etc.); and, "ORGANICS" for  
1314 Organic Materials (including Food Scraps, Yard Trimmings, wood waste, etc.). On the body of each  
1315 Cart, Bin, and Drop Box, Contractor shall label the Container capacity (in gallons for Carts, and cubic  
1316 yards for Bins and Drop Boxes). Container body labeling shall be positioned on the side of each  
1317 Container so it is visible to the Customer at all times. Each Cart and Public Litter Container shall be  
1318 stamped with the City Logo, and no Container shall be stamped or labeled with Contractor's name  
1319 or logo, unless otherwise approved by City Contract Manager.
- 1320 Customer Containers must be in readily identifiable colors to facilitate Customer's ready recognition  
1321 of Solid Waste, Recyclable Materials, and Organic Materials. Unless otherwise approved in writing  
1322 by the City Contract Manager, Solid Waste Containers shall be grey, Recyclable Materials Containers  
1323 shall be blue, and Organic Materials Containers shall be green. Subject to City approval, Contractor  
1324 shall display City's name using labels, decals, hot stamp, or other approved method. Contractor shall  
1325 be prohibited from including Contractor's name and/or logo on any Containers utilized in the City  
1326 unless otherwise approved by City Contract Manager.

All Customer Containers shall be labeled in accordance with the requirements of SB 1383. Recyclable Materials and Organic Materials Container labels must include at least three (3) graphic examples of materials that are accepted in the Container, and at least two (2) graphic examples of materials that are prohibited from being placed in the Container, clearly displaying that the prohibited materials are prohibited (using recognizable symbols). Solid Waste Container labels must include at least two (2) graphic examples of materials that are prohibited from being placed in the Container, clearly displaying that the prohibited materials are prohibited (using recognizable symbols), and a statement that proper separation of Recyclable Materials and Organic Materials is mandatory.

All Carts shall include a high-quality educational information label using in-mold technology, such that all labeling shall be integral to the lid, though the use of injection molding, and shall not be affixed to any part of the Cart or lid through the use of adhesives, unless otherwise approved in advance by the City Contract Manager. Notwithstanding the provisions of this Section, or the requirements of SB 1383, the in-mold lid label shall include: information about the Collection program; acceptable materials; prohibited materials; notification forbidding Hazardous Waste and describing proper Disposal thereof; and notification forbidding scavenging (through words and international symbols) and describing the penalties therefore under California law or City Resolution.

Contractor shall provide Drop Boxes containing fully SB 1383 compliant labeling and color specifications to Customers subscribing to regular, ongoing Drop Box service, subject to Section 5.5.B.8.

**D. Repair and Replacement of Containers; Inventory.**

1. Contractor shall be responsible for repairing or replacing Containers when Contractor determines the Container is no longer suitable for service; or when the City or Customer requests replacement of a Container that does not properly function, leaks, is damaged, or is otherwise not fit for service. Contractor shall be responsible for acquiring and providing the replacement Containers. Contractor shall repair or replace all lost, stolen, missing, damaged, or broken Containers (except Public Litter Containers that shall be maintained in accordance with Section 4.9) within one (1) week of Customer or City request. Any such replacements are in addition to replacements requested by a Customer under Section 5.5.D.3 below. In the event that Contractor has reason to believe that a Customer may be abusing the repair and replacement requirement of this Section, Contractor may present the basis for their belief to the City Contract Manager who may, in their sole discretion, modify how the obligations of this Section are applied to such Customer.

2. Contractor shall maintain a sufficient inventory of Containers to accommodate new Customer requests for service, requests for change in Service Levels (size, type, or number of Containers) from current Customers, and requests for replacement due to damage.

3. Contractor shall provide to Single-Family Customers at least one (1) free Cart replacement per any twelve (12) month period for any reason, upon Customer request. If Customer requests more than one (1) Cart replacement per any twelve (12) month period, Contractor shall make Carts available at the City-approved Rate for such services. In addition, Customers may also request one (1) Cart size exchange per Rate Period at no charge. All such Containers shall be provided on or before Customer's next regular Collection date. Contractor's failure to comply



1370 with the Container requirements may result in assessment of Liquidated Damages pursuant  
1371 to Section 10.6 and Exhibit F.

1372 4. Contractor shall maintain an inventory of one (1) gallon kitchen pails to provide to Residential  
1373 Customers and Multi-Family Occupants, with replacement pails to be provided upon request.  
1374 Contractor may replenish the inventory in a manner to meet the annual demand for kitchen  
1375 pails using funds allocated within the education and outreach budget described in Exhibit C.

1376 **E. Maintenance, Cleaning, Painting.** All Containers shall be maintained in a safe, serviceable, and  
1377 functional condition and present a clean appearance. Such maintenance shall include but not be  
1378 limited to ensuring that Bins have operational wheels if equipped. Contractor shall repair or replace  
1379 all Containers damaged by Collection operations in accordance with standards specified in Section  
1380 5.5.D and Section 4.9 for Public Litter Containers, unless damage is caused by Customer's gross  
1381 negligence, in which case, the Customer will be billed for repair or replacement of Container at a  
1382 City-approved Rate for such service. All Containers shall be maintained in a functional condition.

1383 Contractor shall provide clean and repainted Containers as needed (other than Carts) to present a  
1384 clean appearance. Contractor, at its sole expense, shall remove graffiti from Containers within one  
1385 (1) Working Day of identification by Contractor or notice by City or Customer if such graffiti includes  
1386 any written or pictorial obscenities and otherwise within a one (1) week period. Contractor shall  
1387 offer steam cleaning service (or clean Container exchange) to Customers requesting such service  
1388 and shall charge Customers for such cleaning (or Container exchange) at the City-approved Rate for  
1389 such service.

1390 Upon request from the City Contract Manager, Contractor shall provide the City with a list of  
1391 Containers and the date each Container was painted and maintained.

1392 **F. City Ownership of Containers at End of Term.** Upon expiration or early termination of Agreement,  
1393 all Containers purchased under this Agreement shall become property of the City at no cost to the  
1394 City.

1395 At its sole discretion, the City may elect not to exercise its rights with regards to this Section and, in  
1396 such case, the Containers shall remain the property of the Contractor upon the date of this  
1397 Agreement's expiration or earlier termination. In such case, Contractor shall be responsible for any  
1398 outstanding depreciation and for removing all Containers in service from the Premises within  
1399 fourteen (14) Working Days of the expiration date or early termination date of this Agreement or  
1400 within a different timeframe mutually agreed to by the Parties. Contractor shall arrange for reuse  
1401 or Recycling of Containers removed from the City, provided that Contractor not place Containers  
1402 labeled for use in the City into service in any other jurisdiction without prior written approval from  
1403 the City Contract Manager.

## 1404 **5.6 PERSONNEL**

1405 **A. General.** Contractor shall furnish such qualified personnel as may be necessary to provide the  
1406 services required by this Agreement in a safe and efficient manner. Contractor shall designate at  
1407 least one (1) qualified employee as City's primary point of contact with Contractor who is principally  
1408 responsible for Collection operations and resolution of service requests and Complaints. Such  
1409 individual shall be empowered to negotiate on behalf of and bind Contractor with respect to any

1410 changes in scope, dispute resolution, compensation adjustments, and service-related matters which  
1411 may arise during the Term of this Agreement.

1412 Contractor shall use its best efforts to assure that all employees present a neat appearance and  
1413 conduct themselves in a courteous manner. Contractor shall not permit its employees to accept,  
1414 demand, or solicit, directly or indirectly, any additional compensation, or gratuity from Customers  
1415 or members of the public.

1416 **B. Hiring of Displaced Employees; Continuity of Staffing.** Contractor is aware of and shall comply with  
1417 the requirements of and duties imposed by Sections 1072 and 1075 of the California Labor Code  
1418 regarding offers of employment to any displaced employees resulting from a change in service  
1419 provider, if any, resulting from this Agreement or upon the expiration of this Agreement.

1420 The number of staffing positions to be provided by Contractor to perform the services described  
1421 herein to the City are identified in Exhibit G. Failure to consistently maintain these staffing levels,  
1422 by position, during the Term of the Agreement shall be considered a material breach, provided that  
1423 prior to such action being determined a breach, Contractor and City shall meet and confer to  
1424 determine whether staffing levels may be adjusted. If City and Contractor agree to a reduction in  
1425 Contractor staffing levels, the resulting cost savings shall be reflected as an "Other Adjustment"  
1426 during the next scheduled Rate adjustment, in accordance with Exhibit E.

1427 **C. Driver Qualifications.** All drivers must have in effect a valid driver's license, of the appropriate class,  
1428 issued by the California Department of Motor Vehicles. Contractor shall use the Class II California  
1429 Department of Motor Vehicles employer "Pull Notice Program" to monitor its drivers for safety.

1430 **D. Safety Training.** Contractor shall provide suitable operational and safety training for all of its  
1431 employees who operate Collection vehicles or equipment. Contractor shall train its employees  
1432 involved in Collection to identify, and not to Collect, Excluded Waste. Upon the City Contract  
1433 Manager's request, Contractor shall provide a copy of its safety policy and safety training program,  
1434 the name of its safety officer, and the frequency of its trainings.

1435 **E. Key Personnel.** Contractor shall make every reasonable effort to maintain the stability and  
1436 continuity of Contractor's staff assigned to perform the services required under this Agreement.  
1437 Contractor shall notify the City of any changes in Contractor's key staff to be assigned to perform  
1438 the services required under this Agreement and shall obtain the approval of the City Contract  
1439 Manager of all proposed key staff member changes, including the General Manager, Route  
1440 Supervisor, Sustainability Specialist, and Customer Service Manager, who are to be assigned to  
1441 perform services under this Agreement prior to any such performance. The City shall not  
1442 unreasonably withhold approvals of staff changes and shall respond to approval requests of a  
1443 staffing change within five (5) Business Days of Contractor's notice to the City of such change.

1444 Notwithstanding City's approval of Contractor's personnel, Contractor shall not be relieved from  
1445 any liability resulting from the work to be performed under this Agreement, nor shall Contractor be  
1446 relieved from its obligation to ensure that its personnel maintain all requisite certifications, licenses,  
1447 and the like, and Contractor shall at all times ensure that its personnel fully comply with Applicable  
1448 Law.

1449 At any point during the Term of this Agreement, the City may request in writing, followed by a meet  
1450 and confer with Contractor senior management, that any of Contractor's employees be reassigned

such that they no longer perform work directly relating to this Agreement. Such request by City shall provide a statement describing the reasonable cause for such request. Following such meet and confer period, if the Parties agree that such employee may be reassigned or legally terminated, Contractor shall remove the identified employee(s) from performing work directly related to this Agreement; the vacated position(s) must be filled by Contractor with a suitable replacement within ten (10) calendar days and Contractor shall immediately fill the vacated position with a temporary replacement, if required to perform without delay, all services required under this Agreement

- F. Sustainability Specialist.** Contractor shall provide no less than two (2) full-time Sustainability Specialist(s) and maintain staff in such position through the Term of the Agreement. The duties of the Sustainability Specialist(s) will be focused on public education, community outreach, Commercial and Multi-Family site visits, and technical assistance, and will be substantially as described in Exhibit C, Public Education and Outreach Requirements. The Sustainability Specialist(s) shall be full-time, regular, professional positions, compensated in accordance with the wages shown in Contractor's Proposal for such positions (which may also be called "Recycling Coordinators" or "Diversion Coordinators"). Contractor acknowledges that the Sustainability Specialist role is not intended to be an internship, or entry-level role, and that the role shall not include serving as regular support for other internal or administrative Contractor functions. City shall have the option to participate in the hiring and training process of Contractor's Sustainability Specialist(s). City shall also hire a full-time corresponding staff member who will work in partnership with Contractor's Sustainability Specialist(s), Contractor shall have the option to participate in the training of such City employee.

In the event that Contractor fails to provide the required number of full-time equivalent Sustainability Specialists for more than four (4) months (eighteen [18] consecutive weeks), Contractor shall remit to the City \$14,500 per un-provided Sustainability Specialist for every month (in excess of four [4] months) such employee is not provided. Such amount shall be adjusted annually by the same percentage used to adjust Rates in accordance with Exhibit E. For example, if for six (6) months Contractor provides only one (1) employee, rather than the required two (2), Contractor would remit to the City a minimum of \$29,000 (assuming no annual adjustment of the amount has occurred). Contractor shall remit such payment within fifteen (15) Business Days of a written request by the City. The intent of this payment is for the City to utilize the funds to separately procure equivalent public education services and ensure the contractually agreed upon levels of technical assistance and outreach to Customers. In the event that the City, in its sole discretion, determines that Contractor has demonstrated a good faith effort, but has been unable to fulfil the requirements of this Section 5.7.F within the timelines described herein, the City shall have the right to waive this requirement through written notice to the Contractor.

For the purposes of determining if a Sustainability Specialist is being provided in accordance with the preceding paragraph, the position shall not be considered vacant if the individual filling the position is on vacation, sick leave, other authorized time off, worker's compensation leave, or leave under the Family Medical Leave Act for a period of up to four (4) months so long as Contractor continues to adequately perform its obligations under this Agreement.

- G. Wages and Benefits.** Wages and benefits applicable to employees performing work under the Agreement shall not be less than those stated in the San Leandro Municipal Code Chapter 1-6, Living Wage. Contractor shall maintain compliance with the City's Living Wage Ordinance throughout the Term of this Agreement.

## 5.7 HAZARDOUS WASTE INSPECTION AND HANDLING

**A. Inspection Program and Training.** Contractor shall develop a load inspection program that includes the following components: (i) personnel and training; (ii) load checking activities; (iii) management of wastes; and, (iv) record keeping and emergency procedures.

Contractor's load checking personnel, including its Collection vehicle drivers, shall be trained in: (i) the effects of Hazardous Substances on human health and the environment; (ii) identification of prohibited materials; and, (iii) emergency notification and response procedures. Collection vehicle drivers shall inspect Containers before Collection when practical.

**B. Response to Excluded Waste Identified During Collection.** If Contractor determines that material placed in any Container for Collection is Excluded Waste or presents a hazard to Contractor's employees, the Contractor shall have the right to refuse to accept such material. The Generator shall be contacted by the Contractor and requested to arrange proper Disposal. If the Generator cannot be reached immediately, the Contractor shall, before leaving the Premises, leave a Non-Collection Notice, which indicates the reason for refusing to Collect the material and lists the phone number of a facility that accepts the Excluded Waste or a phone number of an entity that can provide information on proper Disposal of the Excluded Waste. Under no circumstances shall Contractor's employees knowingly Collect Excluded Waste or remove unsafe or poorly containerized Excluded Waste from a Collection Container.

If Excluded Waste is found in a Collection Container or Collection area that could possibly result in imminent danger to people or property, the Contractor shall immediately notify the Fire Department.

**C. Response to Excluded Waste Identified At Processing or Disposal Facility.** Materials Collected by Contractor will be delivered to the applicable Approved or Designated Facility(ies) for purposes of Processing or Disposal. In the event that load checkers and/or equipment operators at such facility identify Excluded Waste in the loads delivered by Contractor, such materials shall be placed in an Excluded Waste storage Container(s) and removed following the Approved or Designated Facility's protocols and in accordance with Applicable Laws and regulatory requirements. The cost of removal and proper handling and Disposal shall be the Contractor responsibility and Contractor may at its sole expense attempt to identify and recover the cost of Disposal from the Generator. If the Generator can be successfully identified, the cost of this effort, as well as the cost of Disposal shall be chargeable to the Generator. If the Generator cannot be successfully identified, the cost of this effort shall be recoverable by the Contractor through the Rate review process.

## 5.8 CONTRACT MANAGEMENT

City has designated staff, the City Contract Manager, to be responsible for the monitoring and administration of this Agreement. Contractor shall designate an employee to serve as Contractor's Contract Manager(s), to be responsible for working closely with the City Contractor Manager in the monitoring and administration of this Agreement. At any point during the Term of this Agreement, the City may require that Contractor's Contract Manager not be involved in the management, operations, administration, marketing, or other activities of Contractor other than under this Agreement and up to one (1) other community's franchise agreement if Contractor's Contract Manager is unable to devote the necessary time to Contractor's obligations under this Agreement, provided that Contractor's Contract

Manager may be involved with up to two (2) other communities in order to respond to temporary, short-term staffing turnover as needed. In such case, Contractor shall be responsible for notifying the City Contract Manager of such other community(ies), the length Contractor's Contract Manager's involvement therewith, and any change in assignments. In the event the Contractor's Contract Manager(s) is not providing satisfactory responsiveness to City Contract Manager requests, City may require Contractor to appoint a new Contractor Contract Manager, which can include appointing a new Contractor Contract Manager who is part of the existing Contractor staff performing significant functions within the City, at no additional cost.

The Contractor's Contract Manager shall meet and confer with the City Contract Manager to resolve differences of interpretation and implement and execute the requirements of this Agreement in an efficient, effective manner that is consistent with the stated objectives of this Agreement.

From time to time, the City Contract Manager may designate other agents of City to work with Contractor on specific matters. In such cases, those individuals should be considered designates of the City Contract Manager for those matters to which they have been engaged. Such designates shall be afforded all of the rights and access granted thereto. In the event of a dispute between the City Contract Manager's designate and Contractor, Contractor may only appeal to the City Contract Manager.

In the event of dispute between the City Contract Manager and the Contractor regarding the interpretation of or the performance of services under this Agreement, the City Contract Manager's determination shall be conclusive except where such determination results in a material impact to the Contractor's revenue and/or cost of operations. In the event of a dispute between the City Contract Manager and the Contractor results in such material impact to the Contractor, the provisions of Section 10.9 shall apply. For the purposes of this Section 5.9, "material impact" is an amount equal to or greater than fifty thousand dollars (\$50,000) per year.

City Contract Manager or their designate shall have the right to observe and review Contractor operations and enter Premises for the purposes of such observation and review, including review of Contractor's records, during reasonable hours with reasonable notice. Contractor shall, under normal working conditions, allow access to such Premises after a period of not more than three (3) calendar days after receiving such a request. City Contract Manager shall be granted access to Contractor's information systems and Customer service database in accordance with Section 4.9.

## **5.9 ENVIRONMENTALLY PREFERRABLE PURCHASING**

Contractor shall adhere to the Environmentally Preferred Purchasing policy approved by the City and included in Exhibit I for all purchases made in conjunction with this Agreement. Contractor shall include a summary of their environmentally preferable purchasing activities in their Annual Report to City (e.g., volume of Recycled content paper purchased, Source Reduction strategies implemented during the year and the quantified results of that strategy).

## **5.10 LOCAL PURCHASING PREFERENCE**

Contractor shall, throughout the Term of this Agreement, give preference to purchasing materials and supplies used in connection with this Agreement from local vendors within the County or State; and in that order of preference. At a minimum, upon mutual agreement with City, Contractor shall purchase the following items from vendors within the County: vehicle supplies (e.g., fuel, fluids, tires, parts that are available from vendors within the County); printing and publishing services for any and all public education

1577 and outreach materials (unless printing and publishing of outreach and education materials are elements  
1578 of Contractor's billings, such as newsletters and inserts included with bills); uniforms, safety clothing and  
1579 equipment, and work boots; and office supplies.

## 1580 **5.11 DIVERSION REQUIREMENTS**

1581 Contractor shall perform services under this Agreement in a manner which supports achievement of City's  
1582 environmental goals. This includes, but is not limited to, providing services, education, and outreach to  
1583 Customers and in the community which promote Source Reduction, reuse, Recycling, Composting, and  
1584 other methods to reduce landfill Disposal. Contractor shall seek opportunities for Customers to reduce  
1585 their Solid Waste subscription levels, increase their level of Recyclable Materials and Organic Materials  
1586 service, and practice proper material separation.

1587 Contractor shall educate Customers and promote programs and services that support the City in meeting  
1588 Diversion targets mandated by Applicable Law including, but not limited to, AB 939, SB 1383, and SB 54,  
1589 for the materials Collected by Contractor under this Agreement. At minimum Contractor shall:

- 1590       • Provide targeted technical assistance to low-Diverting Multi-Family and Commercial Customers  
1591       to increase proper Recycling, right-size service, and improve material separation.
- 1592       • Provide community group presentations.
- 1593       • Support schools with education and technical assistance.
- 1594       • Staff a table at mutually agreed events throughout the City.

1595 As part of Contractor's annual education and outreach plan, Contractor shall provide to City a Diversion  
1596 plan that details Contractor's strategy for meeting the goals as described in this Section. The plan shall, at  
1597 a minimum, include the anticipated number of direct community engagements Contractor plans to  
1598 participate in over the coming year to improve Diversion efforts, identified by engagement type and  
1599 service sector, material type, schedule over the year, and program type. Contractor shall submit the  
1600 Diversion plan in accordance with the submittal requirements described in Exhibit C, Section 1.B.

1601 Contractor's performance shall be measured based on adherence to the annual Diversion plan, the actual  
1602 service level ratio changes or other Diversion efforts such as improved material separation implemented  
1603 by Customers as a result of Contractor's direct engagement, and a pattern over time of overall  
1604 improvements in service level ratios by sector (Single-Family, Multi-Family, and Commercial). For  
1605 purposes of this Section, service level ratios for each sector shall be calculated as follows:

1606 Total = (total Tons of Recyclable Materials Collected + total Tons of Organic Materials Collected + total  
1607 Tons of Bulky Items/Reusable Materials Collected) / total Tons of all materials Collected excluding C&D  
1608 Debris Collected in the City.

1609 Organic Materials = total Tons of Organic Materials Collected / total Tons of all materials Collected  
1610 excluding C&D Debris Collected in the City.

1611 Recyclable Materials = total Tons of Recyclable Materials Collected / total Tons of all materials Collected  
1612 excluding C&D Debris Collected in the City.

In addition, Contractor shall provide compliance reports to the City for AB 341, AB 1826, and SB 1383. Contractor shall submit to the City as a part of the Quarterly report (submitted in accordance with Section 6.2) an AB 341 and AB 1826 compliance report containing a list of Commercial Customers with Discarded Materials Service Levels of two (2) or more cubic yards per week that do not currently subscribe to Organic Materials Collection Service, Commercial Customers with Discarded Materials Service Levels of four (4) or more cubic yards per week that do not currently subscribe to Recyclable Materials Collection Service, and Multi-Family Customers that do not subscribe to Recyclable and/or Organic Materials Collection Service. This list shall indicate whether Contractor is providing Recyclable Materials and/or Organic Materials Collection services to each such Customer. For Customers on this list who do not subscribe to Recyclable Materials or Organic Materials Collection from Contractor, Contractor shall determine and report if that Customer is in compliance with the AB 341, and AB 1826 Commercial Recycling mandates through some other approved method, including, but not limited to, Recycling with another City-approved service provider (in accordance with Section 1.2), self-hauling to a Recycling center, or back-hauling materials through their distribution system to a central location for Diversion. Quarterly AB 341/AB 1826 compliance reports shall be in a format approved by the City. Contractor shall separately submit a Quarterly SB 1383 compliance report in a format approved by the City.

## **ARTICLE 6. RECORD KEEPING AND REPORTING**

### **6.1 RECORD KEEPING**

Contractor shall maintain Customer contact data, Customer service, accounting, statistical, operational, and other records related to its performance as shall be necessary to provide reporting under this Agreement, Applicable Law, and to demonstrate compliance with this Agreement. Unless otherwise required in this Article, Contractor shall retain all records and data required to be maintained by this Agreement for the Term of this Agreement plus three (3) years after its expiration or earlier termination. Records and data shall be in chronological and organized form and readily and easily interpreted. Upon request, any such records shall be retrieved within ten (10) Working Days of a request by the City Contract Manager and made available to the City Contract Manager. Contractor shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as a fire, theft, and an earthquake. Electronically-maintained data and records shall be protected and backed-up. To the extent that Contractor utilizes its computer systems to comply with record keeping and reporting requirements under this Agreement, Contractor shall, on a monthly basis, save all system-generated reports supporting those record keeping and reporting requirements in a static format in order to provide an audit trail for all data required.

City views its ability to defend itself against Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and related litigation as a matter of great importance. For this reason, City regards its ability to prove where Collected Recyclable Materials, Organic Materials, C&D Debris, and Solid Waste are taken for Transfer, Processing, or Disposal. Contractor shall maintain records which can establish where Recyclable Materials, Organic Materials, C&D Debris, and Solid Waste Collected were Transferred, Processed, or Disposed. This provision shall survive the expiration or earlier termination of this Agreement. Contractor shall maintain these records for a minimum of ten (10) years beyond expiration or earlier termination of the Agreement. Contractor shall provide these records to City (upon request or at the end of the record retention period) in an organized and indexed manner rather than destroying or Disposing of them.

## **6.2 REPORT SUBMITTAL REQUIREMENTS**

Contractor shall submit quarterly reports no later than fifteen (15) calendar days after the end of each calendar quarter. Contractor shall submit annual reports no later than forty-five (45) calendar days after the end of each calendar year. Quarterly and annual reports shall, at a minimum, include all data and information as described in Exhibit D. Additionally, upon request by the City, Contractor shall provide any data, described in Exhibit D, required to respond to requests by local, regional, or State agencies within five (5) Business Days.

Contractor may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by the City Contract Manager, in their sole discretion. City Contract Manager may, from time to time during the Term, review and request changes to Contractor's report formats and content and Contractor shall not unreasonably deny such requests.

Contractor shall submit all reports to the City Contract Manager electronically via email using software acceptable to the City.

City reserves the right to require Contractor to provide additional reports or documents, or to provide earlier submittal of scheduled reports (e.g., to meet State reporting timelines for SB 1383) as City Contract Manager reasonably determines to be required for the administration of this Agreement or compliance with Applicable Law.

## **6.3 PERFORMANCE REVIEW AND AUDIT**

The City may conduct, and Contractor shall cooperate with, one (1) performance review and/or one (1) detailed financial audit at any point during the Term of this Agreement to verify Contractor has fulfilled its financial and operational obligations under this Agreement. If the Term of this Agreement is extended in accordance with Section 2.1, the City may conduct one (1) additional performance review and/or financial audit during the extension period. The purpose of such review and audit shall be, without limitation, to review Complaints, billings, and fee payments to City, and to determine if Contractor has met the performance standards described in this Agreement (including, without limitation, performance standards established in Exhibit F). As part of any performance review, the City may choose to conduct a Customer service survey which may be performed by a qualified third-party service provider to generate statistically valid results. City may choose to enlist professional service providers to perform such review and audit, and Contractor shall be required to pay City's actual costs for such services up to forty thousand dollars (\$40,000) per audit, up to eighty-five thousand dollars (\$85,000) per performance review, and up to thirty-five thousand dollars (\$35,000) for the cost of performing a Customer service survey (such amounts shall be adjusted annually by the annual percentage change in CPI-U, calculated in accordance with Exhibit E). Contractor may not influence or control the City's selection of professional service providers. Contractor shall cooperate with the City and its agents during the review and audit process. If any noncompliance with the Agreement is found, the City may direct the Contractor to correct the inadequacies in accordance with Article 10 of this Agreement. The Contractor can recover the cost of each audit by including the costs in the Contractor's Compensation as an "Other Adjustment" pursuant to Exhibit E1, Section 2.F in the applicable Rate Period mutually agreed between City and Contractor.



## **ARTICLE 7. CITY REIMBURSEMENTS**

### **7.1 FRANCHISE FEE**

The Contractor shall pay a Franchise Fee to City each quarter. Contractor has proposed and City has agreed that the amount of the Franchise Fee shall be equal to Two million four hundred thousand dollars (\$2,400,000) per year and shall be paid in equal quarterly installments. Contractor and City agree the Franchise Fee is a negotiated amount that is reasonably related to the value of the rights granted to Contractor under this Agreement. City may use the Franchise Fee for any lawful purpose. The Franchise Fee shall be considered a reduction of Contractor's profit in the calculations performed in Exhibit E. Accordingly, the Franchise Fee is a cost paid solely by Contractor. The Franchise Fee amount shall be increased annually by the same percentage as the Rate Adjustment Factor calculated for that Rate Period.

### **7.2 CONTRACT ADMINISTRATION REIMBURSEMENT**

The Contractor shall pay a Contract Administration Reimbursement to City each quarter. During the Term of this Agreement and any extension of it, Contractor shall remit to the City on a quarterly basis one-fourth (1/4th) of the annual amount of the Contract Administration Reimbursement. City shall use the Contract Administration Reimbursement to offset expenses including staffing costs related to City programs, pilot studies, education and outreach campaigns, technical assistance to Customers, reporting, compliance, provision of special Containers, or other activities involved in compliance with regulations governing the treatment of Discarded Materials (including but not limited to AB 939 and SB 1383). The City shall retain the sole right to set priorities for the use of its Contract Administration Reimbursement. This reimbursement shall be considered an allowable cost of business not subject to profit mark-up and included in the adjustment of Rates as described in Exhibit E.

### **7.3 VEHICLE IMPACT REIMBURSEMENT**

The Contractor shall pay a Vehicle Impact Reimbursement to City each quarter. Contractor shall remit to the City on a quarterly basis one-fourth (1/4th) of the annual amount of the Vehicle Impact Reimbursement. This reimbursement is to reimburse the City for street and sidewalk maintenance costs incurred from Collection vehicles operating on City streets. This fee shall be considered an allowable cost of business not subject to profit mark-up and included in the adjustment of Rates as described in Exhibit E.

### **7.4 OTHER REIMBURSEMENTS**

The City shall reserve the right to set "other" reimbursements, as it deems necessary. The amount, time and method of payment, and adjustment process will be set in a manner similar to that for other reimbursements described in this Article.

### **7.5 ADJUSTMENT TO REIMBURSEMENTS**

City may set other reimbursements or adjust the reimbursements established in this Article (other than the Franchise Fee) from time-to-time during the Term of this Agreement and such other reimbursements and adjustments shall be considered an allowable cost of business not subject to profit mark-up and included in the adjustment of Rates as described in Exhibit E.

## **7.6 PAYMENT SCHEDULE AND LATE FEES**

Within twenty-five (25) calendar days of the end of each calendar quarter, during the Term of this Agreement, Contractor shall remit to City all reimbursements as described in this Article. Such reimbursements shall be remitted to City and sent or delivered to the City Contract Manager. If such remittance is not paid to City on or before the twenty-fifth (25<sup>th</sup>) calendar day following the end of a calendar quarter, all reimbursements due shall be subject to a delinquency penalty of two percent (2%), or maximum permitted by law, which attaches on the first (1<sup>st</sup>) day of delinquency. The delinquency penalty shall be increased an additional two percent (2%), or maximum permitted by law, for each additional month the payment remains delinquent.

Each quarterly remittance to City shall be accompanied by a statement listing the amount of each reimbursement paid and the calculation of each reimbursement. City Contract Manager may, at any time during the Term, request a detailed calculation of Gross Receipts which may include, but is not necessarily limited to, the number of Customers charged at each Service Level and Rate for each billing period. Contractor shall maintain all supporting documents and calculations for each payment made to City as required by Section 6.1.

City Contract Manager may, at any time during the Term, perform an audit of Contractor's billings and payment of reimbursements. Contractor shall cooperate with the City Contract Manager in any such audit. Should City or its agent perform this review and identify errors in payment of reimbursements valued at one percent (1%) or more for the period reviewed, Contractor shall, in addition to compensating City for lost reimbursements, reimburse the City's actual cost of the review.

## **7.7 PROCUREMENT REIMBURSEMENT FEE**

Within (5) Business Days of the Effective Date of this Agreement, Contractor shall pay the City five hundred and eleven thousand eight hundred and seventy dollars (\$511,870). The Contractor may recover this payment through Contractor's Compensation if the expense is amortized equally over ten (10) years.

# **ARTICLE 8. CONTRACTOR'S COMPENSATION AND RATE SETTING**

## **8.1 GENERAL**

The Contractor's Compensation for performance of all its obligations under this Agreement shall be Gross Receipts. Contractor's Compensation provided for in this Article shall be the full, entire, and complete compensation due to Contractor pursuant to this Agreement for all labor, equipment, materials and supplies, Transfer, Processing, and Disposal fees, Franchise Fees, City Reimbursements, taxes, insurance, bonds, overhead, operations, profit, and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed. Nothing herein shall obligate City to provide any compensation to Contractor beyond Gross Receipts.

If Contractor's actual costs, including fees due to City, are more than Gross Receipts, Contractor shall not be compensated for the difference in actual costs and actual Gross Receipts. If Contractor's actual costs

are less than the actual Gross Receipts, Contractor shall retain the difference provided that Contractor has paid Franchise Fees and City Reimbursements pursuant to Article 7.

Under this Agreement, Contractor shall have the right and obligation to charge and collect from Customers Rates in Exhibit G2 that are approved by the City for provision of services to Customers. The Rates for Rate Period One are based on the Contractor's Proposal. Contractor's proposed costs and operating assumptions for Rate Period One are presented in Exhibit G1. The Parties agree to arrange a meet and confer in Rate Period Two to discuss the restructuring of Rates to align more consistently with Contractor's cost of providing each service. Any changes to the Rate structure shall go into effect in Rate Period Three or at a time as mutually agreed upon by the Parties.

The Designated Recyclable Materials Processing Facility shall retain revenues received from the sale of Recyclable Materials including California Redemption Value revenues. Neither Contractor nor the Designated Recyclable Materials Processing Facility are entitled to any funds available through the Department of Resources Recycling and Recovery (CalRecycle) through its "City/County Payment Program" pursuant to Section 14581(a)(5)(A) or the "Curbside Supplemental Payments Program" pursuant to Section 14549.6 of the California Public Resources Code (the California Beverage Container Recycling and Litter Reduction Act). All such funds, whether received by the Contractor, the Designated Recyclable Materials Processing Facility operator, the City, or the County have been considered in the establishment of Rates for services provided under this Agreement and shall be recognized as revenue to be reflected accordingly in setting of Rates, except to the extent already included in calculating Recyclable Materials Processing fees, and except for the calculation of reimbursement fees in Article 7.

## **8.2 RATES AND ANNUAL ADJUSTMENTS**

**A. General.** The City Manager or the City Manager's designee shall be responsible for approving Rates as described in this Article. If at any time during the Term of the Agreement, the Contractor determines the need for a Rate that does not appear on the City-approved Rate schedule in Exhibit G2, Contractor shall immediately notify the City and request establishment of such Rate. For example, if a Customer requires Collection of Organic Materials in a fifteen (15) cubic yard Compactor five (5) times per week and the City-approved Rate schedule does not include this level of service, the Contractor must request that the City approve a Rate for this level of service. Approval of Rates may be made by the City Manager or the City Manager's designee.

**B. Rates for Rate Period One.** The Parties agree that the rate adjustment mechanism described in Exhibit E1 shall be applied to Contractor's proposed Rates for Rate Period One, which are presented in Exhibit G2, in order to escalate Contractor's proposed pricing for Rate Period One to Contractor's compensation. Each Index used to perform such adjustment for Rate Period One shall assume seventeen twelfths (17/12) of the percentage change in that Index from October 2023 through September 2024; provided, however, that wages and benefits for workers subject to collective bargaining agreements shall be adjusted to the current amounts in effect immediately prior to submission of the application. Contractor shall submit its application for the adjustment of Rates for Rate Period One in accordance with Exhibit E1, no later than November 1, 2024. The Rates for Rate Period One shall be effective from February 1, 2025 through June 30, 2026.

**C. Rates for Subsequent Rate Periods.** Rates for subsequent Rate Periods shall be adjusted annually in accordance with this Section 8.2 and Exhibit E. Rates for Rate Periods Two, Three, Five, Six, Seven, Nine, and Ten shall be adjusted in accordance with Exhibit E1, Multi-Index Rate Adjustment

Methodology. Rates for Rate Periods Four and Eight shall be adjusted in accordance with Exhibit E2, Cost-Based Rate Adjustment Methodology. Subsequent Rate Periods shall be adjusted annually in a method mutually agreed upon by the Parties.

The index-based adjustment, which is described in Exhibit E1, involves use of various cost adjustment factors (such as the percentage change in the consumer price index and changes in Tonnage and tipping fees) to calculate adjusted Rates. Such Rate adjustment calculations shall be performed in strict conformance to the procedures described in Exhibit E1 and shall be subject to the rate adjustment factor provisions of E1.

The cost-based methodology, which is described in Exhibit E2, involves a review of Contractor's actual costs and revenues and projection of costs and revenues for the coming Rate Period. This cost-based Rate adjustment shall be performed instead of the index-based Rate adjustment for Rate Periods Four and Eight. Such Rate adjustment calculations shall be performed in strict conformance to the procedures described in Exhibit E2 and shall be subject to the rate adjustment factor provisions of E2.

- D. Rate Structure.** The City may, at any time during the Term of this Agreement and in its sole discretion, change the relationship of individual Rates in comparison with other Rates. Any such changes would occur in conjunction with the annual Rate adjustment process described in Section 8.2.C or in conjunction with a Rate adjustment resulting from an extraordinary Rate adjustment in accordance with Section 8.3. Changes to the Rates charged under the new structure shall be calculated in such a way that the revised Rate structure generates at least the same amount of total revenue when the current number of accounts at each Service Level are multiplied by the Rates charged for each Service Level and the total for all Service Levels are summed.

### **8.3 EXTRAORDINARY RATE ADJUSTMENTS**

It is understood that the Contractor accepts the risk for changes in cost of providing services and the Service Levels requested by Customers and therefore the extraordinary adjustments to Rates shall be limited to a Change in Law or a City-directed change in scope (including, without limitation, City's selection of an alternative to any Approved or Designated Facility). If a Change in Law or City-directed change in scope (pursuant to Section 3.5) occurs, the Contractor may petition City for an adjustment to the Rates in excess of the annual adjustment described in Section 8.2.

Contractor shall prepare an application for the extraordinary Rate increase. Such submittal shall be prepared in compliance with the procedures described in Exhibit E2 and shall provide all information requested by City Manager specific to the nature of the request being made. Contractor shall pay all reasonable costs incurred by City, including the costs of outside accountants, attorneys, and/or consultants, in order to make a determination of the reasonableness of the requested Rate adjustment. The application shall clearly document the reason for the proposed adjustment, include calculation of the proposed Rate adjustments, and provide supporting documentation.

In the event of such an application for extraordinary Rate increase, it is understood that the Contractor shall have the burden of demonstrating to the reasonable satisfaction of the City Manager that the failure of City to adjust the Rates will result in the Contractor's financial loss or failure to achieve reasonable profitability due to the Change in Law or City-directed change in scope. The Contractor will have to

demonstrate financial loss or a failure to achieve reasonable profitability by allowing for City Manager review of financial statements and supporting documentation.

The City Manager shall have the right to request any other information that they, in their reasonable judgment, determine is necessary to establish the reasonableness or accuracy of Contractor's request for an extraordinary Rate increase. Contractor's failure to fully cooperate in a timely manner with any reasonable request for information may result in either the denial of or a delay in the approval of the request for an extraordinary Rate increase.

Contractor may, at any time during the Term of this Agreement, present to City opportunities for reducing costs. Upon Contractor's presentation of its cost savings proposal, City may request and Contractor shall provide such information as may be reasonably necessary to fully understand the proposed change. In no case shall Contractor undertake significant cost reduction efforts which, in the City's reasonable determination, negatively impacts the services provided under this Agreement without the prior written approval of the City. Should Contractor propose and City accept an approach to reducing costs, the Parties shall establish the portion of the cost savings which will accrue to the benefit of the Contractor and the portion that will accrue to the benefit of the Customers through a reduction in the Rates. Should no other mutually acceptable apportionment be agreed upon, the Contractor shall retain fifty percent (50%) of the projected cost savings and the Customers shall gain the benefit of the other fifty percent (50%). Such cost savings shall be reflected as a negative value in the "Other Adjustment" portion of the Rate application submitted pursuant to Exhibit E1 or Exhibit E2, depending on the type of Rate adjustment procedure used in that Rate Period.

Contractor's Proposal (Exhibit G) assumes compliance with SB 1383 final regulations as they relate to: (i) specific requirements of SB 1383 placed on Contractor in its capacity as a regulated hauler; and, (ii) specific programmatic, monitoring, education, recordkeeping, reporting, and procurement-related responsibilities delegated to Contractor by City as described in this Agreement.

## **ARTICLE 9. INDEMNITY, INSURANCE, AND PERFORMANCE BOND**

### **9.1 INDEMNIFICATION**

**A. General.** Contractor shall indemnify, defend with counsel reasonably acceptable to City, and hold harmless (to the full extent permitted by law) City and its officers, elected and appointed officials, employees, volunteers, and agents from and against any and all claims, liability, loss, injuries, damage, expense, and costs (including without limitation costs and fees of litigation, including reasonable attorneys' and expert witness fees and costs) (collectively, "Damages") of every nature arising out of or in connection with Contractor's performance under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, except to the extent such loss or damage was caused by the gross negligence or willful misconduct of City. The provisions of this Section shall survive the expiration or termination of this Agreement and shall not be construed as a waiver of City's legal or equitable rights as defined herein and permitted under Applicable Law.

**B. Excluded Waste Indemnification.** Contractor acknowledges that it is responsible for compliance during the entire Term of this Agreement with all Applicable Laws. Contractor shall not store,

1891 Transport, use, or Dispose of any Excluded Waste except in strict compliance with all Applicable  
1892 Laws.

1893 Contractor shall indemnify, defend with counsel acceptable to the City, protect and hold harmless  
1894 the City, officers, employees, volunteers, and agents (collectively, "indemnitees") from and against  
1895 all claims, damages (including, but not limited to, special, consequential, natural resources, and  
1896 punitive damages), injuries, costs, (including, without limitation, any and all response, remediation,  
1897 and removal costs), losses, demands, debts, liens, liabilities, causes of action, suits, legal or  
1898 administrative proceedings, interest, fines, charges, penalties, and expenses (including, without  
1899 limitation, attorneys' and expert witness fees and costs incurred in connection with defending  
1900 against any of the foregoing or in enforcing this indemnity), (collectively, "Damages") of any kind  
1901 whatsoever paid, incurred or suffered by, or asserted against, indemnitees arising from or  
1902 attributable to the acts or omissions of Contractor whether or not negligent or otherwise culpable,  
1903 in connection with or related to the performance of this Agreement, including, without limitation,  
1904 damages arising from or attributable to any operations, repair, clean-up or detoxification, or other  
1905 plan (regardless of whether undertaken due to governmental action), concerning any Excluded  
1906 Waste Collected under this Agreement. Notwithstanding the foregoing, however, Contractor shall  
1907 not be required to indemnify the City for the costs for any claims arising from the Disposal of Solid  
1908 Waste at the Designated Disposal Facility, including, but not limited to, claims arising under CERCLA  
1909 unless such claim is a direct result of Contractor's negligence or willful misconduct. This indemnity  
1910 afforded the indemnitees, shall only be limited to exclude coverage for intentional wrongful acts  
1911 and negligence of indemnitees, and as provided below.

1912 The foregoing indemnity is intended to operate as an agreement pursuant to §107(e) of CERCLA, 42  
1913 USC. §9607(e) and California Health and Safety Code §25364, to defend, protect, hold harmless,  
1914 and indemnify City from liability.

1915 This provision is in addition to all other provisions in this Agreement and shall survive the expiration  
1916 or earlier termination of this Agreement. Nothing in this paragraph shall prevent City from seeking  
1917 indemnification or contribution from Persons or entities other than indemnitees, for any liabilities  
1918 incurred by City or the indemnitees.

1919 In the event that Contractor negligently or willfully mishandles Excluded Waste in the course of  
1920 carrying out its activities under this Agreement, Contractor shall at its sole expense promptly take  
1921 all investigatory and/or remedial action reasonably required for the remediation of such  
1922 environmental contamination. Prior to undertaking any investigatory or remedial action, however,  
1923 Contractor shall first obtain City's approval of any proposed investigatory or remedial action. Should  
1924 Contractor fail at any time to promptly take such action, City may undertake such action at  
1925 Contractor's sole cost and expense, and Contractor shall reimburse City for all such expenses within  
1926 thirty (30) calendar days of being billed for those expenses, and any amount not paid within that  
1927 thirty (30) calendar day period shall thereafter be deemed delinquent and subject to the delinquent  
1928 fee payment provision of Section 7.8. These obligations are in addition to any defense and  
1929 indemnity obligations that Contractor may have under this Agreement.

1930 **C. Related to AB 939, AB 341, AB 1826, and SB 1383.** Contractor's duty to defend and indemnify  
1931 herein includes all fines and/or penalties imposed by CalRecycle, if the requirements of AB 939, AB  
1932 341, AB 1826, and/or SB 1383 are not met by City with respect to the waste stream Collected under  
1933 this Agreement, and such failure is: (i) due to the failure of Contractor to meet its obligations under

1934 this Agreement; or, (ii) due to Contractor delays in providing information that prevents Contractor  
1935 or City from submitting reports to regulators in a timely manner.

1936 Notwithstanding any other provision in this Agreement, Contractor's obligations in this subsection  
1937 C with respect to AB 939, AB 341, AB 1826, and/or SB 1383 shall be subject to the provisions of  
1938 Section 40059.1 of the Public Resources Code, and Contractor shall not be liable for any indemnity  
1939 obligations or penalties under this Agreement in respect of any such requirements except to the  
1940 extent that indemnity obligations by Contractor are enforceable under said Section.

1941 **D. Related to Proposition 13 and 218.** Should there be a Change in Law or a new judicial interpretation  
1942 of Applicable Law, including, but not limited to, Article XIII A, C, and D of the California Constitution  
1943 (commonly known as Proposition 218), and such Change in Law directly, materially, and adversely  
1944 impacts the Rates for the Collection services established in accordance with this Agreement,  
1945 Contractor agrees to meet and confer with City to discuss the impact of such Change in Law on  
1946 either Party's ability to perform under this Agreement. Any adjustment of Rates is contingent on  
1947 City's use of such Proposition 218 process as deemed necessary or advisable by the City.

1948 If, at any time, the existing Rates or a Rate adjustment determined to be appropriate by both City  
1949 and Contractor to compensate Contractor for costs or increases in costs as described in this  
1950 Agreement cannot be maintained or implemented for any reason, Contractor shall be granted the  
1951 option to negotiate with City, in good faith, a reduction of services equal to the value of the Rate or  
1952 Rate adjustment that cannot be implemented. If City and Contractor are unable to reach agreement  
1953 about such a reduction in services, then Contractor may terminate this Agreement upon eighteen  
1954 (18) months prior written notice to City, in which case the Contractor and City shall each be entitled  
1955 to payment of amounts due for contract performance through the date of termination but  
1956 otherwise will have no further obligation to one another unless this Agreement specifically states  
1957 otherwise, after the date of such termination. The City shall not be in default of this Agreement if it  
1958 is determined by a court of competent jurisdiction that the City lacks the authority to set new  
1959 maximum Rates or increase maximum Rates as contemplated under this Agreement, or if a majority  
1960 protest under Proposition 218 prevents City from doing so. In any such event, and subject to the  
1961 next paragraph, Contractor's obligations under this Agreement shall be reduced so as to reduce  
1962 Contractor's costs of performing this Agreement by a dollar amount equivalent to the dollar amount  
1963 of the Rate adjustment that could not be implemented. The Parties shall negotiate in good faith to  
1964 determine the change in Contractor's obligations, and shall use best efforts to complete such  
1965 negotiation, and reflect the mutually agreed changes in a written amendment to this Agreement,  
1966 within ninety (90) calendar days after the court decision or majority protest. The change shall be  
1967 consistent with the court's decision, if any, and Applicable Law.

1968 Should a court of competent jurisdiction determine that the Contractor cannot charge and/or  
1969 increase its Rates for any amount of charges related to Franchise Fees and/or City Reimbursements  
1970 and/or other charges, Contractor shall reduce the Rates it charges Customers by a corresponding  
1971 amount and shall be relieved from paying the amount of such Franchise Fees and/or City  
1972 Reimbursements and/or other charges, provided said Franchise Fees and/or City Reimbursements  
1973 and/or other charges disallowed by the court were determined not to be lawful or related to the  
1974 cost of providing service hereunder and had been incorporated in the Rates charged by Contractor  
1975 to its Customers.

1976 Nothing herein is intended to imply that California Constitution, Articles XIII C or XIII D, apply to the  
1977 Rates established for services provided under this Agreement; rather this Section is provided merely  
1978 to allocate risk of an adverse judicial interpretation between the Parties.

1979 This provision (i.e., Section 9.1) shall survive the expiration or earlier termination of this Agreement  
1980 and shall not be construed as a waiver of rights by City to contribution or indemnity from third  
1981 parties.

1982 **F. CalPERS Eligibility Indemnification.** Contractor's employees, agents, or Subcontractors providing  
1983 service under this Agreement shall not: (i) qualify for any compensation and benefit under CalPERS;  
1984 (ii) be entitled to any benefits under CalPERS; (iii) enroll in CalPERS as an employee of City; (iv)  
1985 receive any employer contributions paid by City for CalPERS benefits; or, (v) be entitled to any other  
1986 CalPERS-related benefit that would accrue to a City employee. Contractor's employees, agents, or  
1987 Subcontractors hereby waive any claims to benefits or compensation described in this Section 9.1.  
1988 This Section 9.1 applies to Contractor notwithstanding any other agency, State or Federal policy,  
1989 rule, regulation, law, or ordinance to the contrary.

1990 If Contractor's employees, agents, or Subcontractors providing services under this Agreement claim,  
1991 or are determined by a court of competent jurisdiction or the California Public Employees  
1992 Retirement System ("CalPERS") to be eligible for enrollment in CalPERS of the City, Contractor shall  
1993 indemnify, defend, and hold harmless City for the payment of any employer and employee  
1994 contributions for CalPERS benefits on behalf of the employee as well as for payment of any penalties  
1995 and interest on such contributions which would otherwise be the responsibility of the City.

1996 Contractor's Compensation under this Agreement shall be the full and complete compensation to  
1997 which Contractor and Contractor's officers, employees, agents, and Subcontractors are entitled for  
1998 performance of any work under this Agreement. Neither Contractor nor Contractor's officers,  
1999 employees, agents, and Subcontractors are entitled to any salary or wages, or retirement, health,  
2000 leave, or other fringe benefits applicable to City employees. The City will not make any Federal or  
2001 State tax withholdings on behalf of Contractor. The City shall not be required to pay any workers'  
2002 compensation insurance on behalf of Contractor.

2003 Contractor agrees to defend and indemnify the City for any obligation, claim, suit, or demand for  
2004 tax, retirement contribution including any contribution to CalPERS, social security, salary or wages,  
2005 overtime payment, or workers' compensation payment which the City may be required to make on  
2006 behalf of: (i) Contractor; (ii) any employee of Contractor; or, (iii) any employee of Contractor  
2007 construed to be an employee of the City, for work performed under this Agreement.

2008 **G. Hazardous Substance Indemnification.** Contractor shall indemnify, defend with counsel acceptable  
2009 to the City, protect and hold harmless the City, its officers, employees, volunteers, and agents  
2010 (collectively, "indemnitees") from and against all claims, damages (including, but not limited to,  
2011 special, consequential, natural resources, and punitive damages), injuries, costs, (including, without  
2012 limitation, any and all response, remediation, and removal costs), losses, demands, debts, liens,  
2013 liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges,  
2014 penalties, and expenses (including, without limitation, attorneys' and expert witness fees and costs  
2015 incurred in connection with defending against any of the foregoing or in enforcing this indemnity),  
2016 (collectively, "Damages") of any kind whatsoever paid, incurred or suffered by, or asserted against,  
2017 indemnitees arising from or attributable to the acts or omissions of Contractor whether or not



negligent or otherwise culpable, in connection with or related to the performance of this Agreement, including, without limitation, damages arising from or attributable to any operations, repair, clean-up or detoxification, or other plan (regardless of whether undertaken due to governmental action), concerning any Hazardous Substance or Hazardous Waste, Collected under this Agreement. Notwithstanding the foregoing, however, Contractor shall not be required to indemnify the City for the costs for any claims arising from the Disposal of Solid Waste at the Designated Disposal Facility, including, but not limited to, claims arising under CERCLA unless such Disposal site is at a facility owned and operated by Contractor or such claim is a direct result of Contractor's actions or negligence. This indemnity afforded indemnitees, shall only be limited to exclude coverage for intentional wrongful acts and negligence of indemnitees, and as provided below. In the event Disposal occurs at a Disposal site owned by the Contractor, Contractor shall be required to indemnify the City for the costs for any claims arising from the Disposal of Solid Waste at the Disposal site, including, but not limited to, claims arising under CERCLA. The foregoing indemnity is intended to operate as an agreement pursuant to §107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, CERCLA, 42 USC. §9607(e) and California Health and Safety Code §25364, to defend, protect, hold harmless, and indemnify City from liability.

This provision is in addition to all other provisions in this Agreement and shall survive the expiration or earlier termination of this Agreement.

- H. Measure D.** Contractor shall indemnify, defend and hold harmless City, its officers, employees, agents, and volunteers, from and against any revenues withheld by the Alameda County Source Reduction and Recycling Board in the event the Source Reduction and Recycling goals or any other requirement of Section 64 of the Alameda County Charter (commonly known as Measure D) are not met by the Contractor with respect to the Recycling and Source Reduction programs under this Agreement and such failure is due to the failure of Contractor to meet its obligations under this Agreement or due to Contractor delays in providing information that prevents Contractor or City from submitting reports required by Measure D in a timely manner.

## **9.2 INSURANCE**

- A. General Requirements.** Contractor shall, at its sole cost and expense, maintain in effect at all times during the Term of this Agreement not less than the following coverage and limits of insurance described in this Section 9.2.

- B. Coverages and Requirements.** During the Term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages. Insurance coverage shall be with limits not less than the following:

**Comprehensive General Liability** – \$10,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

**Automobile Liability** – \$10,000,000 combined single limit per accident for bodily injury and property damage (include coverage for hired and non-owned vehicles).

**Workers' Compensation – Statutory Limits/Employers' Liability** - \$1,000,000/accident for bodily injury or disease.

2058                    **Employee Blanket Fidelity Bond** – \$500,000 per employee loss covering dishonesty, forgery,  
2059                    alteration, theft, disappearance, and destruction (inside or outside).

2060                    **Pollution Legal Liability** – \$5,000,000 for bodily injury, property damage, and remediation of  
2061                    contaminated site.

2062                    2.    Additional Insured. City, its officers, agents, employees, and volunteers shall be named as  
2063                    additional insured on all but the workers’ compensation and professional liability coverages.

2064                    3.    Said policies shall remain in force through the life of this Agreement and, with the exception  
2065                    of professional liability coverage, shall be payable on a “per occurrence” basis unless City’s  
2066                    Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made”  
2067                    coverage, in the event that the Contractor changes insurance carriers, Contractor shall  
2068                    purchase “tail” coverage or otherwise provide for continuous coverage covering the Term of  
2069                    this Agreement and not less than three (3) years thereafter. Proof of such “tail” or other  
2070                    continuous coverage shall be required at any time that the Contractor changes to a new  
2071                    carrier prior to receipt of any payments due.

2072                    4.    The Contractor shall declare all aggregate limits on the coverage before commencing  
2073                    performance of this Agreement, and City’s Risk Manager reserves the right to require higher  
2074                    aggregate limits to ensure that the coverage limits required for this Agreement as set forth  
2075                    above are available throughout the performance of this Agreement. In the event that the  
2076                    City’s Risk Manager requests a change in accordance with this Section 9.2.B.4 which results in  
2077                    increased costs to Contractor, such change shall be addressed in accordance with Section 3.5.

2078                    5.    The deductibles or self-insured retentions are for the account of Contractor and shall be the  
2079                    sole responsibility of the Contractor.

2080                    6.    Each insurance policy shall provide or be endorsed to state that coverage shall not be  
2081                    suspended, voided, canceled by either Party, reduced in coverage or in limits except after  
2082                    thirty (30) calendar days prior written notice by certified mail, return receipt requested, has  
2083                    been given to City Contract Manager ten (10) Business Days for delinquent insurance  
2084                    premium payments).

2085                    7.    Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A-VII,  
2086                    unless otherwise approved by City Risk Manager.

2087                    8.    The policies shall cover all activities of Contractor, its officers, employees, agents, and  
2088                    volunteers arising out of or in connection with this Agreement.

2089                    9.    For any claims relating to this Agreement, the Contractor’s insurance coverage shall be  
2090                    primary, including as respects City, its officers, agents, employees, and volunteers. Any  
2091                    insurance maintained by City shall apply in excess of, and not contribute with, insurance  
2092                    provided by Contractor’s liability insurance policy.

2093                    10.   The Contractor shall waive all rights of subrogation against City, its officers, employees,  
2094                    agents, and volunteers.

2095                    C.    **Endorsements** Prior to the Effective Date pursuant to this Agreement, Contractor shall furnish City  
2096                    Manager or City Manager’s designee with certificates or original endorsements reflecting coverage  
2097                    required by this Agreement. The certificates or endorsements are to be signed by a Person  
2098                    authorized by that insurer to bind coverage on its behalf. All certificates or endorsements are to be  
2099                    received by, and are subject to the approval of, City Risk Manager before work commences.

2100 **D. Renewals.** During the Term of this Agreement, Contractor shall furnish City Risk Manager with  
2101 certificates or original endorsements reflecting renewals, changes in insurance companies, and any  
2102 other documents reflecting the maintenance of the required coverage throughout the entire Term  
2103 of this Agreement. The certificates or endorsements are to be signed by a Person authorized by that  
2104 insurer to bind coverage on its behalf.

2105 **E. Workers' Compensation.** Contractor shall provide workers' compensation coverage as required by  
2106 State law and shall comply with Section 3700 of the State Labor Code.

2107 **F. Cyber Liability Insurance.** Contractor, at its own cost and expense, shall maintain cyber liability  
2108 insurance for the term of this Agreement in an amount not less than \$1,000,000.00 per occurrence.  
2109 Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by  
2110 Contractor in this Agreement and shall include, but not be limited to, claims involving infringement  
2111 of intellectual property, including but not limited to infringement of copyright, trademark, trade  
2112 dress; invasion of privacy violations; information theft; damage to or destruction of electronic  
2113 information; release of private information; alteration of electronic information; extortion; and  
2114 network security. The policy shall provide coverage for liabilities for financial loss resulting or arising  
2115 from acts, errors, or omissions, in rendering technology services:

- 2116 • Violation or infringement of any right of privacy, including breach of security and breach  
2117 of security/privacy laws, rules or regulations globally, now or hereinafter constituted or  
2118 amended;
- 2119 • Data theft, damage, unauthorized disclosure, destructions, or corruption, including  
2120 without limitation, unauthorized access, unauthorized use, identity theft, theft of  
2121 personally identifiable information or confidential City information in whatever form,  
2122 transmission of a computer virus or other type of malicious code; and participation in a  
2123 denial of service attack on third party computer systems;
- 2124 • Loss or denial of service;
- 2125 • No cyber terrorism exclusion;

2126 Such coverage must include technology/professional liability including breach of contract, privacy  
2127 and security liability, privacy regulatory defense and payment of civil fines, payment of credit card  
2128 provider penalties, and breach response costs, including without limitation, notification costs,  
2129 forensic analysis, credit protection services, call center services, identity theft protection services,  
2130 and crisis management/public relations services

2131 The following provisions shall apply if the cyber liability coverage is written on a claims-made form:

- 2132 a. The retroactive date of the policy must be shown and must be before the date of the  
2133 Agreement.
- 2134 b. Insurance must be maintained, and evidence of insurance must be provided for at least 5  
2135 years after completion of the Agreement or the work, so long as commercially available  
2136 at reasonable rates.
- 2137 c. If coverage is canceled or not renewed and it is not replaced with another claims-made  
2138 policy form with a retroactive date that precedes the date of this Agreement, Consultant  
2139 shall purchase an extended period coverage for a minimum of 5 years after completion  
2140 of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

### **9.3 PERFORMANCE BOND**

Within seven (7) calendar days of the City's notification to Contractor that the City has executed this Agreement, Contractor shall file with the City a bond, payable to the City and in a format approved by the City, securing the Contractor's performance of its obligations under this Agreement and such bond shall be renewed annually if necessary so that the performance bond is maintained at all times during the Term. The principal sum of the bond shall be \$6,406,491.56, which is an amount set to equal twenty-five percent (25%) of Contractor's proposed Rate Period One Gross Receipts and shall be adjusted every three (3) years, commencing with Rate Period Three, to equal three (3) months of the prior Rate Period's annual Gross Receipts. The bond shall be executed as surety by a corporation authorized to issue surety bonds in the State of California that has a rating of A or better in the most recent edition of Best's Key Rating Guide, and that has a record of service and financial condition satisfactory to the City.

In lieu of a performance bond, City and Contractor may agree that Contractor will provide for the issuance of an irrevocable stand by letter of credit (the "Letter of Credit") by a bank approved by City in its sole discretion (the "Bank") for the benefit of City. Under the Letter of Credit, City may draw, in one or more drawings, an aggregate amount up to two million dollars (\$2,000,000) (the "Stated Amount") upon the occurrence of: (i) an Event of Default defined in Section 10.1; (ii) Contractor's failure to timely pay any monies due City; (iii) Contractor's inability to regularly pay its bills as they become due; or, (iv) Contractor's failure to timely pay any Solid Waste management facility for Recyclable Materials Processing, Composting, or Disposal services provided under this Agreement, as evidenced to the satisfaction of City. City and Contractor may agree that Contractor will increase the aggregate amount of the Letter of Credit in conjunction with the adjustment of Rates in accordance with Article 8. Any incremental costs or savings incurred by Contractor to secure the increased aggregate amount will be included in the calculation of Rates for the next Rate Period. The expiration date of the Letter of Credit must be sooner than the Term of this Agreement provided in Section 2.1 (the "Stated Expiration Date"), unless it provides that it will not be terminated, modified, or not renewed except after prior written notice by certified mail, return receipt requested, to City sixty (60) calendar days in advance of termination or failure to renew. The Letter of Credit may expire on the date on which the Bank receives a certificate from City saying that the Term has expired, or this Agreement has been terminated and Contractor owes City no money under this Agreement, or that Contractor has substituted an alternative letter of credit or other security document acceptable to City in City's sole discretion. The form of the Letter of Credit, including the procedures for and place of demand for payment and drawing certificate attached thereto, is subject to approval of City in its sole discretion, following the notice procedures defined in Section 12.9 below. The Letter of Credit must be transferable to any successor or assignee of City.

## **ARTICLE 10. DEFAULT AND REMEDIES**

### **10.1 EVENTS OF DEFAULT**

All provisions of the Agreement are considered material. Each of the following shall constitute an event of default.

- 2181 **A. Fraud or Deceit.** Contractor, its Affiliates, any Subcontractor, or any other Person employed by or  
2182 with an ownership interest in Contractor, its Affiliates, or any Subcontractor practices, or attempts  
2183 to practice, any fraud or deceit upon the City.
- 2184 **B. Insolvency or Bankruptcy.** Contractor becomes insolvent, unable, or unwilling to pay its debts, or  
2185 upon entry of an order for relief in favor of Contractor in a bankruptcy proceeding.
- 2186 **C. Failure to Maintain Coverage.** Contractor fails to provide or maintain in full force and effect the  
2187 Workers' Compensation, liability, or indemnification coverage as required by this Agreement.
- 2188 **D. Violations of Regulation.** Contractor violates any orders or filings of any regulatory body having  
2189 authority over Contractor relative to this Agreement, provided that Contractor may contest any  
2190 such orders or filings by appropriate proceedings conducted in good faith, in which case no breach  
2191 or default of this Agreement shall be deemed to have occurred.
- 2192 **E. Violations of Applicable Law.** Contractor has been found by a court of proper jurisdiction to be in  
2193 violation of Applicable Law (other than criminal law) directly or indirectly related to the  
2194 performance of this Agreement, provided that Contractor may contest any such allegation or finding  
2195 by appropriate proceedings conducted in good faith, in which case no breach or default of this  
2196 Agreement shall be deemed to have occurred.
- 2197 **F. Failure to Perform Direct Services.** Contractor ceases to provide Collection or Transportation  
2198 services as required under this Agreement for a period of two (2) consecutive calendar days or more,  
2199 for any reason within the control of Contractor.
- 2200 **G. Failure to Pay or Report.** Contractor fails to make any payments to City required under this  
2201 Agreement including payment of Franchise Fees or City Reimbursements or Liquidated Damages,  
2202 fails to pay Designated Facility operators as provided under this Agreement, and/or refuses to  
2203 provide City with required information, reports, and/or records in a timely manner as provided for  
2204 in the Agreement.
- 2205 **H. Acts or Omissions.** Any other act or omission by Contractor which violates the terms, conditions, or  
2206 requirements of this Agreement, or Applicable Law and which is not corrected or remedied within  
2207 the time set in the written notice of the violation or, if Contractor cannot reasonably correct or  
2208 remedy the breach within the time set forth in such notice, if Contractor should fail to commence  
2209 to correct or remedy such violation within the time set forth in such notice and diligently effect such  
2210 correction or remedy thereafter.
- 2211 **I. False, Misleading, or Inaccurate Statements.** Any representation or disclosure made to the City by  
2212 Contractor in connection with or as an inducement to entering into this Agreement, or any future  
2213 amendment to this Agreement, which proves to be false or misleading in any material respect as of  
2214 the time such representation or disclosure is made, whether or not any such representation or  
2215 disclosure appears as part of this Agreement; and, any Contractor-provided report containing a  
2216 misstatement, misrepresentation, data manipulation, or an omission of fact or content explicitly  
2217 defined by the Agreement, excepting non-numerical typographical and grammatical errors.
- 2218 **J. Seizure or Attachment.** There is a seizure of, attachment of, or levy on, some or all of Contractor's  
2219 operating equipment, including without limits equipment, maintenance, or office facilities of  
2220 Approved Facility(ies) owned or operated by Contractor or by its Affiliates, or any part thereof.

2221 **K. Suspension or Termination of Service.** There is any termination or suspension of the transaction of  
2222 business by Contractor related to this Agreement, including without limit, due to labor unrest  
2223 including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action  
2224 lasting more than two (2) calendar days.

2225 **L. Criminal Activity.** Contractor, its officers, managers, or employees are found guilty of Criminal  
2226 Activity related directly or indirectly to performance of this Agreement or any other agreement held  
2227 with the City.

2228 **M. Assignment without Approval.** Contractor transfers or assigns this Agreement without the express  
2229 written approval of the City unless the assignment is permitted without City approval pursuant to  
2230 Section 12.6.

2231 **N. Failure to Provide Proposal or Implement Change in Service.** Contractor fails to provide a proposal  
2232 for new services or changes to services or fails to implement a change in service as requested by  
2233 the City as specified in Section 3.5.

2234 **O. Failure to Complete Transition.** Contractor fails to complete the tasks identified in Contractor's  
2235 Implementation Plan as specified in Exhibit G4

2236 **P. Failure to Perform Any Obligation.** Contractor fails to perform any obligation established under this  
2237 Agreement.

2238 City shall provide Contractor written notice of default within seven (7) calendar days of the City's first  
2239 knowledge of the Contractor's default.

## 2240 **10.2 RIGHT TO TERMINATE UPON EVENT OF DEFAULT**

2241 Contractor shall be given ten (10) Business Days from written notification by City to cure any default  
2242 which, in the City Manager's sole opinion, creates a potential public health or safety threat.

2243 Contractor shall be given ten (10) Business Days from written notification by City to cure any default  
2244 arising under subsections C, E, F, I, J, and K in Section 10.1 provided, however, that the City shall not be  
2245 obligated to provide Contractor with a notice and cure opportunity if the Contractor has committed the  
2246 same or similar breach/default within a twenty-four (24) month period.

2247 Contractor shall be given thirty (30) calendar days from written notification by City to cure any other  
2248 default (which is not required to be cured within ten [10] Business Days); provided, however, that the City  
2249 shall not be obligated to provide Contractor with a notice and cure opportunity if the Contractor has  
2250 committed the same or similar breach/default within a twenty-four (24) month period.

## 2251 **10.3 CITY'S REMEDIES IN THE EVENT OF DEFAULT**

2252 Upon Contractor's default, City has the following remedies:

2253 **A. Waiver of Default.** City may waive any event of default or may waive Contractor's requirement to  
2254 cure a default event if City determines that such waiver would be in the best interest of the City.  
2255 City's waiver of an event of default is not a waiver of future events of default that may have the  
2256 same or similar conditions.

2257 **B. Suspension of Contractor's Obligation.** City may suspend Contractor's performance of its  
2258 obligations if Contractor fails to cure default in the time frame specified in Section 10.2 until such  
2259 time the Contractor can provide assurance of performance in accordance with Section 10.8.

2260 **C. Liquidated Damages.** City may assess Liquidated Damages for Contractor's failure to meet specific  
2261 performance standards pursuant to Section 10.6 and Exhibit F.

2262 **D. Termination.** In the event that Contractor should default, and subject to the right of the Contractor  
2263 to cure, in the performance of any provisions of this Agreement, and the default is not cured for any  
2264 default within ten (10) calendar days if the default creates a potential public health or safety threat  
2265 or arises under Section 10.1.C., E, F, I, J, or K, or otherwise thirty (30) calendar days after receipt of  
2266 written notice of default from the City, then the City may, at its option, terminate this Agreement.  
2267 In the event City decides to terminate this Agreement, the City shall serve twenty (20) calendar days  
2268 written notice of its intention to terminate upon Contractor. In the event City exercises its right to  
2269 terminate this Agreement, the City may, at its option, upon such termination, either directly  
2270 undertake performance of the services or arrange with other Persons to perform the services with  
2271 or without a written agreement. This right of termination is in addition to any other rights of City  
2272 upon a failure of Contractor to perform its obligations under this Agreement.

2273 Contractor shall not be entitled to any further revenues from Collection operations authorized  
2274 hereunder from and after the date of termination.

2275 **E. Other Available Remedies.** City's election of one (1) or more remedies described herein shall not  
2276 limit the City from any and all other remedies at law and in equity including injunctive relief, etc.

#### 2277 **10.4 POSSESSION OF RECORDS UPON TERMINATION**

2278 In the event of termination for an event of default, the Contractor shall furnish City Manager with  
2279 immediate access to all of its business records, including without limitation, proprietary Contractor  
2280 computer systems, related to its Customers, Collection Routes, and billing of accounts for Collection  
2281 services.

#### 2282 **10.5 CITY'S REMEDIES CUMULATIVE; SPECIFIC PERFORMANCE**

2283 City's rights to terminate the Agreement under Section 10.2 and to take possession of the Contractor's  
2284 records under Section 10.4 are not exclusive, and City's termination of the Agreement and/or the  
2285 imposition of Liquidated Damages shall not constitute an election of remedies. Instead, these rights shall  
2286 be in addition to any and all other legal and equitable rights and remedies which City may have.

2287 By virtue of the nature of this Agreement, the urgency of timely, continuous, and high-quality service; the  
2288 lead time required to effect alternative service; and the rights granted by City to the Contractor, the  
2289 remedy of damages for a breach hereof by Contractor is inadequate and City shall be entitled to injunctive  
2290 relief (including but not limited to specific performance).

#### 2291 **10.6 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES**

2292 **A. General.** The Parties find that as of the time of the execution of this Agreement, it is impractical, if  
2293 not impossible, to reasonably ascertain the extent of damages incurred by City as a result of a breach  
2294 by Contractor of its obligations under this Agreement. The factors relating to the impracticability of

2295 ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to  
2296 members of the public who are denied services or denied quality or reliable service; (ii) such  
2297 breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the  
2298 Agreement to individual members of the general public for whose benefit this Agreement exists, in  
2299 subjective ways and in varying degrees of intensity which are incapable of measurement in precise  
2300 monetary terms; (iii) that exclusive services might be available at substantially lower costs than  
2301 alternative services and the monetary loss resulting from denial of services or denial of quality or  
2302 reliable services is impossible to calculate in precise monetary terms; and, (iv) the termination of  
2303 this Agreement for such breaches and other remedies are, at best, a means of future correction and  
2304 not remedies which make the public whole for past breaches.

2305 **B. Service Performance Standards; Liquidated Damages for Failure to Meet Standards.** The Parties  
2306 further acknowledge that consistent, reliable Collection services are of utmost importance to City  
2307 and that City has considered and relied on Contractor's representations as to its quality of service  
2308 commitment in awarding the Agreement to it. The Parties recognize that some quantified standards  
2309 of performance are necessary and appropriate to ensure consistent and reliable service and  
2310 performance. The Parties further recognize that if Contractor fails to achieve the performance  
2311 standards or fails to submit required documents in a timely manner, City and its residents and  
2312 businesses will suffer damages, and that it is, and will be, impractical and extremely difficult to  
2313 ascertain and determine the exact amount of damages which City will suffer. Therefore, without  
2314 prejudice to City's right to treat such non-performance as an event of default under this Section,  
2315 the Parties agree that the Liquidated Damages amounts established in Exhibit F of this Agreement  
2316 and the Liquidated Damage amounts therein represent a reasonable estimate of the amount of such  
2317 damages considering all of the circumstances existing on the Effective Date of this Agreement,  
2318 including the relationship of the sums to the range of harm to City that reasonably could be  
2319 anticipated and the anticipation that proof of actual damages would be costly or impractical.

2320 Contractor agrees to pay (as Liquidated Damages and not as a penalty) the amounts set forth in  
2321 Exhibit F, Performance Standards and Liquidated Damages.

2322 Before assessing Liquidated Damages, City shall give Contractor notice of its intention to do so. The  
2323 notice will include a brief description of the incident(s) and non-performance. City may review (and  
2324 make copies at its own expense) all information in the possession of Contractor relating to  
2325 incident(s) and/or non-performance. City may, within thirty (30) Business Days after issuing the  
2326 notice, request a meeting with Contractor. City may present evidence of non-performance in writing  
2327 and through testimony of its employees and others relevant to the incident(s) and non-  
2328 performance. City Manager will provide Contractor with a written explanation of their  
2329 determination on each incident(s) and non-performance prior to authorizing the assessment of  
2330 Liquidated Damages under this Section 10.6. Within ten (10) Business Days of receipt of such notice  
2331 of intention to assess Liquidated Damages, or within forty (40) Business Days if the intended  
2332 assessment results in a material impact, as defined in Section 5.8, no Liquidated Damages may be  
2333 imposed on Contractor until Contractor has been given a reasonable opportunity to respond to  
2334 allegations and to meet and confer with the City Manager. The City Manager's decision shall be final  
2335 subject to Contractor's ability to pursue judicial relief in accordance with Section 10.9.

2336 **C. Amount.** City may assess Liquidated Damages for each calendar day or event, as appropriate, that  
2337 Contractor is determined to be liable in accordance with this Agreement in the amounts specified  
2338 in Exhibit F subject to annual adjustment described below.



**D. Timing of Payment.** Contractor shall pay any Liquidated Damages assessed by City within ten (10) Business Days of the date the Liquidated Damages are assessed. If they are not paid within the ten (10) Business Day period, City may proceed against the performance bond required by the Agreement, order the termination of the rights or "franchise" granted by this Agreement, or all of the above.

## **10.7 EXCUSE FROM PERFORMANCE**

Notwithstanding any other provision in this Agreement, each Party shall be excused from performing its respective obligations hereunder and from any obligation to pay Liquidated Damages if it is prevented from so performing by reason of floods, earthquakes, other acts of nature, war, civil insurrection, riots, acts of any government (including judicial action), and other similar catastrophic events which are beyond the control of and not the fault of the Party claiming excuse from performance hereunder (each a "Force Majeure Event"). In the case of labor unrest or job action directed at a third party over whom Contractor has no control, the inability of Contractor to provide services in accordance with this Agreement due to the unwillingness or failure of the third party to: (i) provide reasonable assurance of the safety of Contractor's employees while providing such services; or, (ii) make reasonable accommodations with respect to Container placement and point of delivery, time of Collection, or other operating circumstances to minimize any confrontation with pickets or the number of Persons necessary to make Collections shall, to that limited extent, excuse performance. The foregoing excuse shall be conditioned on Contractor's cooperation in performing Collection services at different times and in different locations. Further, in the event of labor unrest, including but not limited to strike, work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by the Contractor's employees or directed at the Contractor, or a subsidiary, the Contractor shall not be excused from performance. In such case, Contractor shall continue to provide a reasonably satisfactory level of performance during the pendency thereof, but the Contractor shall not be required to adhere strictly to the specific requirements of this Agreement regarding Routes, Collection times, or similar matters; provided, however, that in no event shall more than seven (7) calendar days elapse between pickups for Residential and Commercial Customers. Any labor action initiated by Contractor, including but not limited to a lock-out, shall not be grounds for any excuse from performance and Contractor shall perform all obligations under this Agreement during the pendency of such Contractor-initiated labor action.

The Party claiming excuse from performance shall, within two (2) calendar days after such Party has notice of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to excuse under this Section.

If either Party validly exercises its rights under this Section, the Parties hereby waive any claim against each other for any damages sustained thereby.

The partial or complete interruption or discontinuance of Contractor's services caused by one (1) or more Force Majeure Events shall not constitute a default by Contractor under this Agreement. Notwithstanding the foregoing, however, if Contractor is excused from performing its obligations hereunder for any of the causes listed in this Section for a period of thirty (30) calendar days or more, City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) Business Days' notice to Contractor provided Contractor does not fully resume performance of its obligations hereunder within such ten (10) Business Days, in which case the provisions of Section 10.4 shall apply.

## 10.8 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE

The Parties acknowledge that it is of the utmost importance to City and the health and safety of all those members of the public residing or doing business within City who will be adversely affected by interrupted waste management service, that there be no material interruption in services provided under this Agreement.

If Contractor: (i) is the subject of any labor unrest including work stoppage or slowdown, sick-out, picketing, or other concerted job action; (ii) appears in the reasonable judgment of City to be unable to regularly pay its bills as they become due; or, (iii) is the subject of a civil or criminal judgment or order entered by a Federal, State, regional, or local agency for violation of an Applicable Law, and City believes in good faith that Contractor's ability to perform under the Agreement has thereby been placed in substantial jeopardy, City may, at its sole option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as City believes in good faith is reasonably necessary in the circumstances to evidence continued ability to perform under the Agreement. If Contractor fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by City, such failure or refusal shall be an event of default for purposes of Section 10.1.

## 10.9 DISPUTE RESOLUTION

In the event of dispute between the City Manager and the Contractor regarding the interpretation of or the performance of services under this Agreement which results in a material impact to the Contractor's revenue and/or cost of operations, as defined in Section 5.9, the provisions of Section 10.9 shall apply.

**A. Meet and Confer.** City and Contractor agree that they promptly will meet and confer to attempt to resolve the matter between themselves.

**B. Mediation.** In the event that disputes that arise under this Agreement cannot be resolved satisfactorily between the Parties in accordance with Section 10.9.A, the City and Contractor agree that such disputes shall be submitted to mandatory, non-binding mediation by a mutually agreed upon independent third party.

**C. Period of Time.** Insofar as allowed by Applicable Law, the period of time otherwise applicable for filing claims against the City under Applicable Law shall be tolled during the period of time for which meet and confer or mediation procedures are pending, in accordance with Sections 10.9.A and 10.9.B.

**D. Litigation.** Litigation may be commenced only after all reasonable efforts to resolve the dispute(s) pursuant to Sections 10.9.A and 10.9.B have failed and any necessary claim(s) have been denied.

## 10.10 COOPERATION AND DISPUTES BETWEEN CONTRACTOR AND APPROVED OR DESIGNATED FACILITIES

Contractor shall Deliver all Collected Discarded Materials and C&D Debris to appropriate Approved or Designated Facilities in order to fulfill City's obligations under separate contract to those facilities and Contractor's failure to do so may result in City's breach of such contract. In the event of disputes between Contractor and the operator of any Designated Facility or the Approved Reusable Materials Processing Facility, either party may provide written notice of the dispute to the City and any other party involved in

the dispute. If Contractor initiates a written notice of dispute, such notice shall include a summary of the dispute, the section(s) of this Agreement or agreements the asserted dispute arises from, an estimate of the financial implications to Contractor from the asserted dispute, and a proposed resolution. Contractor agrees to timely meet and confer directly with the operator of the Designated Facility or Approved Reusable Materials Processing Facility in good faith to resolve the dispute for thirty (30) calendar days following the initial notice to the City and the other involved party. A longer period may be established if mutually agreed upon between the parties. If at the end of the thirty (30) day period (or longer period as mutually established by the parties), Contractor and the operator of the Designated Facility or Approved Reusable Materials Processing Facility have met and conferred in good faith but have not resolved the dispute, either party to the dispute may notify the City and the City shall attempt to facilitate by means of the dispute resolution procedure in accordance with Section 10.9 (if the involved party agrees) as well as any applicable provisions of the involved party's contract with the City (if any). Contractor shall continue performance during the dispute resolution process.

## **ARTICLE 11. REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

The Parties, by acceptance of this Agreement, represents and warrants the conditions presented in this Article.

### **11.1 CONTRACTOR'S CORPORATE STATUS**

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

### **11.2 CONTRACTOR'S CORPORATE AUTHORIZATION**

Contractor has the authority to enter this Agreement and perform its obligations under this Agreement. The Board of Directors of Contractor (or the shareholders, if necessary) has taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of Contractor represents and warrants that they have authority to do so. This Agreement constitutes the legal, valid, and binding obligation of the Contractor.

### **11.3 AGREEMENT WILL NOT CAUSE BREACH**

To the best of Contractor's and City's knowledge after reasonable investigation, the execution or delivery of this Agreement or the performance by such Party of its respective obligations hereunder does not conflict with, violate, or result in a breach: (i) of any Applicable Law; or (ii) any term or condition of any judgment, order, or decree of any court, administrative agency or other governmental authority, or any agreement or instrument to which Contractor or City is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default hereunder.

#### **11.4 NO LITIGATION**

To the best of Contractor's and City's knowledge after reasonable investigation, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency, or instrumentality decided, pending, or threatened against either Party wherein an unfavorable decision, ruling, or finding, in any single case or in the aggregate, would:

- A.** Materially adversely affect the performance by such Party of its obligations hereunder;
- B.** Adversely affect the validity or enforceability of this Agreement; or
- C.** Have a material adverse effect on the financial condition of Contractor, or any surety or entity guaranteeing Contractor's performance under this Agreement.

#### **11.5 NO ADVERSE JUDICIAL DECISIONS**

To the best of Contractor's and City's knowledge after reasonable investigation, there is no judicial decision that would prohibit this Agreement or subject this Agreement to legal challenge.

#### **11.6 NO LEGAL PROHIBITION**

To the best of each Party's knowledge, after reasonable investigation, there is no Applicable Law in effect on the date that Party signed this Agreement that would prohibit the performance of that Party's obligations under this Agreement and the transactions contemplated hereby.

#### **11.7 CONTRACTOR'S ABILITY TO PERFORM**

Contractor possesses the business, professional, and technical expertise to perform all services, obligations, and duties as described in and required by this Agreement including all Exhibits thereto. Contractor possesses the ability to secure equipment, facility, and employee resources required to perform its obligations under this Agreement.

### **ARTICLE 12. OTHER AGREEMENTS OF THE PARTIES**

#### **12.1 RELATIONSHIP OF PARTIES**

The Parties intend that Contractor shall perform the services required by this Agreement as an independent Contractor engaged by City and neither as an officer nor employee of City, nor as a partner or agent of, or joint venturer with, City. No employee or agent of Contractor shall be, or shall be deemed to be, an employee or agent of City. Contractor shall have the exclusive control over the manner and means of performing services under this Agreement, except as expressly provided herein. Contractor shall be solely responsible for the acts and omissions of its officers, employees, Subcontractors, and agents. Neither Contractor nor its officers, employees, Subcontractors, and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to City employees by virtue of their employment with City.

2487 **12.2 COMPLIANCE WITH LAW**

2488 Contractor shall at all times, at its sole cost, comply with all Applicable Laws now in force and as they may  
2489 be enacted, issued or amended during the Term.

2490 **12.3 GOVERNING LAW**

2491 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the  
2492 State.

2493 **12.4 JURISDICTION**

2494 Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the  
2495 courts of Alameda County in the State of California, which shall have exclusive jurisdiction over such  
2496 lawsuits. With respect to venue, the Parties agree that this Agreement is made in and will be performed  
2497 in Alameda County.

2498 **12.5 BINDING ON SUCCESSORS**

2499 The provisions of this Agreement shall inure to the benefit to and be binding on the successors and  
2500 permitted assigns of the Parties.

2501 **12.6 ASSIGNMENT**

2502 Neither Party shall assign its rights nor delegate or otherwise transfer its obligations under this Agreement  
2503 to any other Person without the prior written consent of the other Party. Any such assignment made  
2504 without the consent of the other Party shall be void and the attempted assignment shall constitute a  
2505 material breach of this Agreement.

2506 For purposes of this Section, "assignment" shall include, but not be limited to: (i) a sale, exchange, or other  
2507 transfer of substantially all of Contractor's local, regional, and/or corporate assets dedicated to service  
2508 under this Agreement to a third party; (ii) a sale, exchange, or other transfer of ten percent (10%) or more  
2509 of the local, regional, and/or corporate stock or ownership of Contractor to a Person (other than a transfer  
2510 of shares in Contractor by the owner of such shares to members of the owner's family or a trust for the  
2511 benefit of his family, to Contractor or to another owner of shares in Contractor) except that no cumulative  
2512 sale, exchange, or transfer of shares may exceed twenty percent (20%) during the Term of the Agreement  
2513 (other than a transfer of shares in Contractor by the owner of such shares to members of the owner's  
2514 family or a trust for the benefit of his family, to Contractor or to another owner of shares in Contractor);  
2515 (iii) any reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust,  
2516 pooling agreement, escrow arrangement, liquidation, or other transaction to which Contractor or any of  
2517 its shareholders is a party that results in a change of ownership or control of ten percent (10%) or more  
2518 of the value or voting rights in the local, regional, and/or corporate stock of Contractor (excluding as the  
2519 result of changes in ownership or control between an owner of shares in Contractor and Contractor,  
2520 members of the owner's family, or a trust for the benefit of the owner's family, or to another owner of  
2521 shares in Contractor); (iv) any reorganization, consolidation, merger, recapitalization, stock issuance or  
2522 re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, or other transaction to  
2523 which Contractor or any of its shareholders is a party that results in a change of ownership or control of  
2524 ten percent (10%) or more of the value or voting rights in the local, regional, and/or corporate stock of  
2525 Contractor (other than from changes in ownership or control between an owner of shares in Contractor

and another owner of shares in Contractor) unless Contractor engages a professional manager to oversee this Agreement; (v) divestiture of an Affiliate (e.g., trucking company, materials recovery facility, transfer station) used by Contractor to fulfill its obligations under this Agreement; and, (vi) any combination of the foregoing (whether or not in related or contemporaneous transactions) that has the effect of any such transfer or change of local, regional, and/or corporate ownership and/or control of Contractor. For purposes of this Section, the term "proposed assignee" shall refer to the proposed transferee(s) or other successor(s) in interest pursuant to the assignment.

Contractor acknowledges that this Agreement involves rendering a vital service to City's residents and businesses, and that City has selected Contractor to perform the services specified herein based on: (i) Contractor's experience, skill, and reputation for conducting its Recyclable Materials, Organic Materials, C&D Debris, and Solid Waste management operations in a safe, effective, and responsible fashion, at all times in keeping with applicable waste management laws, regulations, and good waste management practices; and, (ii) Contractor's financial resources on a local, regional, and/or corporate level to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

If Contractor requests City's consideration of and consent to an assignment, City may deny or approve such request in its sole and complete discretion. No request by Contractor for consent to an assignment need be considered by City unless and until Contractor has met the following requirements. The City may, in its sole discretion, waive one (1) or more of these requirements.

**A.** On the date City approves Contractor's written request for the City's written consent to an assignment and the assignment occurs, Contractor shall pay the City a transfer fee in the amount of one percent (1%) of the Gross Receipts for the most-recently completed Rate Period.

**B.** Contractor shall pay City its actual expenses for attorneys', consultants', and accountants' fees, staff time, and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment. Such payment shall be required regardless of the ultimate determination of the City with regard to the approval or denial of the assignment. Upon submittal of Contractor's request for assignment to City, Contractor shall submit an initial deposit of one hundred thousand dollars (\$100,000) for this purpose.

**C.** Contractor shall furnish City with reviewed financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years.

**D.** Contractor shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of Recyclable Materials, Organic Materials, C&D Debris, and Solid Waste management experience on a scale equal to or exceeding the scale of operations conducted by Contractor under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any citations or other censure from any Federal, State, or local contractor having jurisdiction over its waste management operations due to any significant failure to comply with State, Federal, or local waste management laws and that the assignee has provided the City with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its operations and management practices in accordance with sound waste management practices in

2568 full compliance with all Federal, State, and local laws regulating the Collection, Transportation,  
2569 Processing, and Disposal of Recyclable Materials, Organic Materials, C&D Debris, and Solid Waste  
2570 including Hazardous Waste; and, (v) that any other information required by City demonstrates that  
2571 the proposed assignee can fulfill the terms of this Agreement in a timely, safe, and effective manner.

2572 **E.** Contractor shall provide the City with any and all additional records or documentation that, in the  
2573 City Manager's sole determination, would facilitate the review of the proposed assignment.

2574 Under no circumstances shall any proposed assignment be considered by City if Contractor is in default at  
2575 any time during the period of consideration. If, in the City's sole determination, there is any doubt  
2576 regarding the compliance of the Contractor with the Agreement, City may require an audit of the  
2577 Contractor's compliance and the costs of such audit shall be paid by Contractor in advance of the  
2578 performance of said audit.

## 2579 **12.7 NO THIRD-PARTY BENEFICIARIES**

2580 This Agreement is not intended to, and will not be construed to, create any right on the part of any third  
2581 party to bring an action to enforce any of its terms.

## 2582 **12.8 WAIVER**

2583 The waiver by either Party of any breach or violation of any provisions of this Agreement shall not be  
2584 deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach of  
2585 violation of the same or any other provision. The subsequent acceptance by either Party of any monies  
2586 which become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach  
2587 or violation by the other Party of any provision of this Agreement.

## 2588 **12.9 NOTICE PROCEDURES**

2589 All notices, demands, requests, proposals, approvals, consents, and other communications, which this  
2590 Agreement requires, authorizes, or contemplates, shall be in writing and shall either be personally  
2591 delivered to a representative of the Parties at the address below or deposited in the United States mail,  
2592 first class postage prepaid, addressed as follows:

2593 If to City:

2594 City of San Leandro  
2595 Attn: Public Works Director  
2596 14200 Chapman Rd.  
2597 San Leandro, CA 94578

2598 Email notice: [slpublicworks@sanleandro.org](mailto:slpublicworks@sanleandro.org)

2599 If to Contractor:

2600 Alameda County Industries, Inc.  
2601 Attn: General Manager  
2602 610 Aladdin Ave.  
2603 San Leandro, CA 94577

The address to which communications may be delivered may be changed from time to time by a notice given in accordance with this Section. Notice shall be deemed given on the day it is personally delivered or, if mailed, three (3) calendar days from the date it is deposited in the mail. Either Party may choose to provide email notification to the other Party that notice has been deposited in the mail, however such email notification shall not constitute official notice.

## **12.10 REPRESENTATIVES OF THE PARTIES**

References in this Agreement to the “City” shall mean the City’s elected body and all actions to be taken by City except as provided below. The City may delegate authority, in writing, to the City Manager and/or to other City officials and may permit such officials, in turn, to delegate in writing some or all of such authority to subordinate officers. The Contractor may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them.

The Contractor shall, by the Effective Date, designate in writing a responsible officer who shall serve as the representative of the Contractor in all matters related to the Agreement and shall inform City in writing of such designation and of any limitations upon his or her authority to bind the Contractor. City may rely upon action taken by such designated representative as actions of the Contractor unless they are outside the scope of the authority delegated to him/her by the Contractor as communicated to City.

## **ARTICLE 13. MISCELLANEOUS AGREEMENTS**

### **13.1 ENTIRE AGREEMENT**

This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. Each Party has cooperated in the drafting and preparation of this Agreement and this Agreement shall not be construed against any Party on the basis of drafting. This Agreement may be amended only by an agreement in writing, signed by each of the Parties hereto.

### **13.2 SECTION HEADINGS**

The article headings and section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

### **13.3 REFERENCES TO LAWS**

All references in this Agreement to laws and regulations shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided herein.

### **13.4 AMENDMENTS**

This Agreement may not be modified or amended in any respect except in writing signed by the Parties.



2638    **13.5   SEVERABILITY**

2639    If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable,  
2640    the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this  
2641    Agreement, which shall be enforced as if such invalid or unenforceable provision had not been contained  
2642    herein.

2643    **13.6   COUNTERPARTS**

2644    This Agreement may be executed in counterparts, each of which shall be considered an original.

2645    **13.7   EXHIBITS**

2646    Each of the Exhibits identified as Exhibit “A” through “K” is attached hereto and incorporated herein and  
2647    made a part hereof by this reference. In the event of a conflict between the terms of this Agreement and  
2648    the terms of an Exhibit, the terms of this Agreement shall control.

2649    IN WITNESS WHEREOF, this Agreement is entered into by the Parties hereto in Alameda County, California  
2650    on the day and year first above written.



## **EXHIBIT A: DEFINITIONS**

---



## **EXHIBIT A DEFINITIONS**

For purposes of this Agreement, unless a different meaning is clearly required, the following words and phrases shall have the following meanings respectively ascribed to them by this Exhibit and shall be capitalized throughout this Agreement:

**"AB 1826"** means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 1826," as amended, supplemented, superseded, and replaced from time to time.

**"AB 341"** means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011 [Chesbro, AB 341]), also commonly referred to as "AB 341", as amended, supplemented, superseded, and replaced from time to time.

**"AB 939"** means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), also commonly referred to as "AB 939," as amended, supplemented, superseded, and replaced from time to time.

**"ACWMA"** means the Alameda County Waste Management Authority.

**"Advanced Clean Fleet (ACF) Rule"** means the California Code of Regulations, Title 13, Sections 2013, 2013.1, 2013.2, 2013.3, 2013.4, 2014, 2014.1, 2014.2, 2014.3, 2015, 2015.1, 2015.2, 2015.3, 2015.4, 2015.5, 2015.6, and 2016 of the Public Resources Code, as it may be amended supplemented, superseded, and replaced, and as implemented by the regulations of the California Air Resources Board (CARB).

**"Affiliate"** means all businesses (including corporations, limited and general partnerships, and sole proprietorships) which are directly or indirectly related to Contractor by virtue of direct or indirect Ownership interest or common management. They shall be deemed to be "Affiliated with" Contractor and included within the term "Affiliates" as used herein. An Affiliate shall include: (i) a business in which Contractor has a direct or indirect Ownership interest, (ii) a business, which has a direct or indirect Ownership interest in Contractor, and/or, (iii) a business, which is also Owned, controlled, or managed by any business or individual which has a direct or indirect Ownership interest in Contractor. For the purposes of this definition, "Ownership" means ownership as defined in the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date here, provided that ten percent (10%) shall be substituted for fifty percent (50%) in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest of value which the ownership interest represents.

**"Agreement"** means this Agreement between City and Contractor, including all exhibits, and any future amendments hereto.

**"Alameda County Waste Management Authority" or "ACWMA"** means the public agency formed in 1976 by a Joint Exercise of Powers Agreement among the County of Alameda, each of the fourteen (14) cities in the County, and two (2) sanitary districts that receive refuse and Recycling Collection services. ACWMA includes agencies governed by the ACWMA such as StopWaste.

## **EXHIBIT A DEFINITIONS**

**“Alternative Daily Cover”** or **“ADC”** has the same meaning as in 27 CCR Section 20690.

**“Alternative Intermediate Cover”** or **“AIC”** has the same meaning as in 27 CCR Section 20700.

**“Appliances”** means discarded household appliances such as refrigerators, stoves, clothing washers and dryers, water heaters, dishwashers, etc., and similar items discarded by Residential Generators.

**“Applicable Law”** means all Federal, State, County, and local laws, regulations, rules, orders, judgments, degrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, and Processing of Recyclable Materials, Organic Materials, and Solid Waste that are in force on the Effective Date and as may be enacted, issued, or amended during the Term of this Agreement. Applicable Law includes, but is in no way limited to, AB 939, AB 341, AB 1826, and SB 1383.

**“Approved Bulky Item Processing Facility”** means the Zanker Resource Recovery Facility, located in San Jose, CA, which is operated by GreenWaste Recovery, Inc.

**“Approved Facility(ies)”** means the Approved Reusable Materials Processing Facility and/or the Approved Bulky Item Processing Facility.

**“Approved Reusable Materials Processing Facility”** means the Alameda County Industries, Inc. Limited Volume Transfer Operation, which is operated by Alameda County Industries, LLC.

**“Bin”** means a Container with capacity of approximately one (1) to eight (8) cubic yards, with a hinged lid, and with wheels (where appropriate), that is serviced by a front end-loading Collection vehicle.

**“Bulky Item”** means discarded Appliances (including refrigerators), furniture, tires (unmounted), carpets, mattresses, and similar large items which can be handled by two (2) people, weigh no more than one hundred fifty (150) pounds, and require special Collection due to their size or nature, but can be Collected without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. Bulky Items must be generated by the Customer and at the service address wherein the Bulky Items are Collected. Bulky Items do not include E-Waste, abandoned automobiles, large auto parts, trees, C&D Debris, or items herein defined as Excluded Waste.

**“Business Days”** means days during which the City offices are open to do business with the public.

**“California Code of Regulations”** or **“CCR”** means the State of California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

**“Cardboard”** means corrugated fiberboard consisting of a fluted corrugated sheet and one (1) or two (2) flat linerboards, as is often used in the manufacture of shipping containers and corrugated boxes. Cardboard is a subset of Recyclable Materials.

**“Cart”** means a plastic Container with a hinged lid and wheels that is serviced by an automated or semi-automated Collection vehicle. A Cart has capacity of twenty (20), thirty-two (32), sixty-four (64) or ninety-six (96) gallons (or similar volumes).

## **EXHIBIT A**

### **DEFINITIONS**

**"Change in Law"** means any of the following events or conditions that has a material and adverse effect on the performance by either Party or any Subcontractor of its respective obligations under this Agreement (except for payment obligations) or on the activities of any Approved or Designated Facility in connection with this Agreement:

- A. The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of, any Applicable Law on or after the Effective Date; or,
- B. The order or judgment of any Federal, State, or local governmental body, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error, or omission, or lack of reasonable diligence of City or of Contractor (or Subcontractor), whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

**"City"** means the City of San Leandro, a municipal corporation, and all the territory lying within its boundaries as presently existing or as such boundaries may be modified during the Term of this Agreement.

**"City Contract Manager"** means City designated employee who is responsible for the administrative management of this Agreement.

**"City Reimbursements"** means all fees payable to the City identified and referenced in Article 7 of this Agreement, excluding Franchise Fees. Contractor acknowledges that City Reimbursements are a cost of doing business not eligible for profit in the City and that City Reimbursements shall not be passed directly through to Customers as a line item on a Customer billing statement. Both Parties acknowledge that all City Reimbursements are an allowable cost of business similar to any license or permit required by the Contractor to perform the services required under this Agreement and will be recovered by Contractor through the Rates.

**"City Service Area"** means the corporate limits of the City excluding the geographic area served by the Oro Loma Sanitary District (OLSD) as shown in Exhibit M.

**"Clean Alternative Fuel Vehicle"** means a vehicle that runs on any fuel used as the certification fuel in a low-emission vehicle, other than the primary gasoline or diesel fuel used in exhaust emission certification testing pursuant to the California Air Resources Board's "California Exhaust Emission Standards and Test Procedures for 1988 through 2000 Model Passenger Cars, Light-Duty Trucks and Medium-Duty Vehicles" as incorporated by reference in Title 13, CCR, section 1960.1, or "California Exhaust Emission Standards and Test Procedures for 2001 and Subsequent Model Passenger Cars, Light-Duty Trucks and Medium-Duty Vehicles" as incorporated by reference in Title 13, CCR, section 1961; where low-emission vehicle means any vehicle certified to the transitional low-emission vehicle, low-emission vehicle, ultra-low emission vehicle, super ultra-low emission vehicle, or zero-emission vehicle standards established by the California Air Resources Board as described in Title 13, CCR or as may be further amended or established.

**"Clean Wood"** means wood that is not painted, stained, coated, pressure treated, or chemical treated. Clean Wood may include dimensional lumber, pallets, crates, chop sticks, toothpicks, stir sticks, and

## **EXHIBIT A DEFINITIONS**

wooden utensils. Clean Wood excludes creosote, lumber treated with chromated copper arsenate (CCA), melamine coated furniture and manufactured wood products such as plywood, particle board, oriented strand board, and medium density fiberboard. The Parties agree that materials may be added to or subtracted from this list from time to time, by mutual consent. Contractor shall not add or subtract materials to or from this list without approval from the City Contract Manager, and such approval shall not be unreasonably withheld. Clean Wood is a subset of Organic Materials.

**“Collect” or “Collection” (or any variation thereof)** means the act of collecting Recyclable Materials, Organic Materials, C&D Debris, Bulky Items, Solid Waste, and other material at the place of generation in City.

**“Commencement Date”** means the date specified in Section 2.1 when Collection, Transportation, and Processing services required by this Agreement shall be provided.

**“Commercial”** shall mean of, from, or pertaining to non-Residential Premises where business activity is conducted, including, but not limited to, retail sales, services, wholesale operations, manufacturing, and industrial operations, but excluding businesses conducted upon Residential property which are permitted under applicable zoning regulations and are not the primary use of the property.

**“Compactor”** means a mechanical apparatus that compresses materials together with the Container that holds the compressed materials or the Container that holds the compressed materials if it is detached from the mechanical compaction apparatus. Compactors include two (2) to four (4) cubic yard Bin Compactors serviced by front-end loader Collection vehicles and ten (10) to forty (40) cubic yard Drop Box Compactors serviced by roll-off Collection vehicles. Contractor shall support Customers in locating options for purchase or lease of Compactors through an outside vendor(s).

**“Complaint”** shall mean each written or orally communicated statement made by any Person, whether to City or Contractor, alleging: (i) non-performance, or deficiencies in performance, of Contractor’s duties under this Agreement; or, (ii) a violation by Contractor of this Agreement.

**“Compostable Paper”** includes discarded paper products (including paper containers, bags, and cartons) that are contaminated with Food Scraps or grease. Compostable Paper includes paper cups, paper plates, paper bowls, paper trays and tray liners, paper take-out containers, cardboard pizza boxes, paper food wrappers, paper towels, paper napkins, shredded paper, and pieces of paper too small to Recycle. The Parties agree that materials may be added to or subtracted from this list from time to time, by mutual consent. Contractor shall not add or subtract materials to or from this list without approval from the City Contract Manager, and such approval shall not be unreasonably withheld. Compostable Paper is a subset of Organic Materials.

**“Compostable Plastics” or “Compostable Plastic”** means plastic materials that meet the ASTM D6400 standard for Compostability.

**“Composting” or “Compost” (or any variation thereof)** includes a controlled biological decomposition of Organic Materials yielding a safe and nuisance free Compost product.



## **EXHIBIT A DEFINITIONS**

**“Construction and Demolition Debris”** or **“C&D”** includes discarded building materials, packaging, debris, and rubble resulting from construction, alteration, remodeling, repair, or demolition operations on any pavements, excavation projects, houses, Commercial buildings, or other structures, excluding Excluded Waste. Construction and Demolition Debris includes rocks, soils, tree remains and other Yard Trimmings which results from land clearing or land development operations in preparation for construction.

**“Container(s)”** mean Bins, Carts, Compactors, Drop Boxes, Public Litter Containers provided however, that Contractor shall not be required to provide Compactors to Customers, but shall be required to provide Collection service to Customer-provided Compactors, provided that such Customer-provided Compactors are compatible with Contractor’s existing Collection equipment and processes.

**“Contractor”** means Alameda County Industries, Inc., a sub-chapter S corporation organized and operating under the laws of the State through its officers, directors, employees, agents, companies, Affiliates, subsidiaries, and Subcontractors.

**“Contractor’s Compensation”** means the monetary compensation received by Contractor in return for providing services in accordance with this Agreement as described in Article 8.

**“Contractor’s Proposal”** means the proposal submitted to City by Contractor on October 27, 2023 for provision of Recyclable Materials, Organic Materials, C&D Debris, and Solid Waste Collection services and certain supplemental written materials, which are included as Exhibit G to this Agreement and are incorporated by reference.

**“County”** means the County of Alameda, California.

**“Courtesy Collection”** means events wherein the Contractor Collects Discarded Materials, subject to the provisions of Section 5.3 that have been improperly placed for Collection, leaves a Courtesy Notice, and does not charge the City-approved Rate associated with the improper set-out.

**“Courtesy Notice”** means a form developed by Contractor and provided at Contractor’s cost at least two inches (2”) by six inches (6”) in size, on which Contractor has provided Contractor’s phone number and indicated the ways in which a Customer has failed to comply with proper Discarded Materials set-out procedures, giving reference to the basis for the violation, which is left by Contractor at a Customer’s Premises to indicate that their improperly set-out Discarded Materials were Collected as a courtesy (defined above as a Courtesy Collection), but may be subject to non-Collection in the future.

**“Criminal Activity”** means any of the following events or circumstances:

- A. Convictions. The approval of a plea of nolo contendere or the entry against Contractor or any of its employees of a criminal conviction or a permanent mandatory or prohibitory injunction from a court, municipality, or regulatory agency of competent jurisdiction, based, in the case of any of Contractor’s employees, on acts taken in their official capacity on behalf of Contractor with respect to:
  - 1. Fraud or criminal offense in connection with obtaining, attempting to obtain, procuring, or performing a public or private agreement;

## **EXHIBIT A DEFINITIONS**

2. Bribery or attempting to bribe a public officer or employee of a local, State, or Federal agency;
3. Embezzlement, extortion, racketeering, false claims, false statements, forgery, falsification or destruction of records, obstruction of justice, knowingly receiving stolen property, theft, or misprision (failure to disclose) of a felony;
4. Unlawful Disposal of Hazardous Waste or Designated Waste the occurrence of which Contractor knew or should have known;
5. Violation of antitrust laws, including laws relating to price-fixing, bid-rigging and sales and market allocation, and of unfair and anti-competitive trade practices laws, including with respect to inflation of Solid Waste Collection, Transportation, Processing fees, or Disposal Fees;
6. Violation of securities laws; or,
7. Felonies or misdemeanors involving moral turpitude.

**“Curb” or “Curbside” (or any variation thereof)** means the cornered edging between the street and sidewalk. Curb or Curbside also means and describes the location of a Collection Container for pick-up, where such Container is placed on the street or alley against the face of the Curb, or where no Curb exists, the Container is placed not more than five (5) feet from the outside edge of the street or alley nearest the property’s entrance.

**“Customer”** means the Person whom Contractor submits its billing invoice to and collects payment from for Collection services provided to a Premises. The Customer may be either the Occupant or Owner of the Premises. For purposes of Contractor’s requirement to provide services (other than billing services), “Customer” shall mean an occupied Residential or Commercial Premises.

**“Customer Type”** means the Customer’s sector category including, but not limited to, Single-Family, Multi-Family, Commercial, Drop Box, and City.

**“Designated C&D Processing Facility”** means the Davis Street Resource Recovery Complex and Transfer Station, which is owned and operated by Waste Management of Alameda County, Inc. The Designated C&D Processing Facility shall serve as the Processing site for all C&D Debris Collected by Contractor. Subject to Section 3.5 and 4.1 of the Agreement, the City may, at its sole discretion, specify a different Designated C&D Processing Facility. All C&D Debris Collected by Contractor shall be delivered to the Designated C&D Processing Facility.

**“Designated Disposal Facility”** means the Altamont Landfill, which is owned and operated by Waste Management of Alameda County, Inc.. The Designated Disposal Facility shall serve as the Disposal site for all Solid Waste Collected by Contractor. Subject to Section 3.5 and 4.1 of the Agreement, the City may, at its sole discretion, specify a different Designated Disposal Facility. All Solid Waste Collected by Contractor shall be delivered to the Designated Disposal Facility, except for the Disposal of Residue from Bulky Item Processing which may be delivered to a Disposal Facility selected by the Approved or Designated Facility doing such Processing.

**“Designated Facility(ies)”** means any one of or any combination of the: Designated Organic Materials Processing Facility; Designated Recyclable Materials Processing Facility; Designated C&D Processing Facility, Designated Transfer Facility; and/or, Designated Disposal Facility.

## **EXHIBIT A DEFINITIONS**

**“Designated Organic Materials Processing Facility”** means for Commercial Organic Materials the Organic Materials Recovery Facility (OMCF) located at the Davis Street Resource Recovery Complex and Transfer Station, which is owned and operated by Waste Management of Alameda County, Inc. or for Residential Organic Materials the Altamont CASP, which is owned and operated by Waste Management of Alameda County, Inc. . The Designated Organic Materials Processing Facility shall serve as the Processing site for all Organic Materials Collected by Contractor. Subject to Section 3.5 and 4.1 of the Agreement, the City may, at its sole discretion, specify a different Designated Organic Materials Processing Facility. All Organic Materials Collected by Contractor shall be delivered to the Designated Organic Materials Processing Facility.

**“Designated Processing Facility(ies)”** means any one of or any combination of the: Designated Organic Materials Processing Facility; Designated Recyclable Materials Processing Facility; Designated C&D Processing Facility; and/or, Designated Transfer Facility.

**“Designated Recyclable Materials Processing Facility”** means the Alameda County Industries Materials Processing Facility in San Leandro, CA, which is owned and operated by Alameda County Industries, LLC.. The Designated Recyclable Materials Processing Facility shall serve as the Processing site for all Recyclable Materials Collected by Contractor. Subject to Section 3.5 and 4.1 of the Agreement, the City may, at its sole discretion, specify a different Designated Recyclable Materials Processing Facility. All Recyclable Materials Collected by Contractor shall be delivered to the Designated Recyclable Materials Processing Facility.

**“Designated Transfer Facility”** means Alameda County Industries Transfer Station in San Leandro, CA, which is owned by Alameda County Industries, LLC.

**“Designated Waste”** means non-Hazardous Waste that may pose special Disposal problems because of its potential to contaminate the environment and that may be Disposed of only in Class II Disposal sites or Class III Disposal sites pursuant to a variance issued by the California Department of Health Services. Designated Waste consists of those substances classified as Designated Waste by the State, in CCR Title 23, Section 2522 as may be amended from time to time.

**“Discarded Materials”** means Recyclable Materials, Organic Materials, and Solid Waste placed by a Generator in a receptacle and/or at a location for the purposes of Collection by Contractor, excluding Excluded Waste, pursuant to the City’s Municipal Code.

**“Disposal” or “Dispose” (or any variation thereof)** means the final disposition of Solid Waste, or Processing Residue at a Disposal Facility.

**“Disposal Facility”** means a landfill, or other facility, for ultimate Disposal of Solid Waste.

**“Divert” or “Diversion” (or any variation thereof)** means to prevent Discarded Materials, C&D Debris, or Bulky Items from Disposal at landfill or transformation facilities, (including facilities using incineration, pyrolysis, distillation, gasification, or biological conversion methods) through Source Reduction, reuse, Recycling, Composting, anaerobic digestion, or other method of Processing, in accordance with the provisions of AB 939 and SB 1383. Diversion is a broad concept that is to be inclusive of material handling and Processing changes that may occur over the Term including, but not limited to, changes in standard

## **EXHIBIT A**

### **DEFINITIONS**

industry practice or implementation of innovative (but not necessarily fully proven) techniques or technology that reduce Disposal risk, decrease costs, and/or are for other reasons deemed desirable by the City.

**“Drop Box” or “Roll-Off Box”** means an open-top Container with a capacity of ten (10) to forty (40) cubic yards that is serviced by a roll-off Collection vehicle.

**“Dwelling Unit”** means any individual living unit in a; Single-Family dwelling (SFD), Multi-Family dwelling (MFD), a mobile home, or a motor home located on a permanent site intended for, or capable of being utilized for, Residential living other than a Hotel or Motel.

**“Edible Food”** means food intended for human consumption that is unsold or unserved and meets all quality and labeling standards imposed by Federal, State, and local laws and regulations even though the food may not be readily marketable due to appearance, age, freshness, grade, size, surplus, or other conditions. Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes Food Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. If the definition in 14 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply to this Agreement.

**“Effective Date”** means the date on which the latter of the two (2) Parties signs this Agreement, subject to the provisions of Section 2.2.

**“E-Waste”** means discarded electronic equipment including, but not limited to, televisions, computer monitors, cathode ray tubes (CRTs), central processing units (CPUs), laptop computers, computer peripherals (including external hard drives, keyboards, scanners, and mice), printers, copiers, facsimile machines, radios, stereos, stereo speakers, VCRs, DVDs, camcorders, microwaves, telephones, cellular telephones, and other electronic devices. Some E-Waste or components thereof may be Hazardous Waste or include Hazardous Substances and thus require special handling, Processing, or Disposal.

**“Excluded Waste”** means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material, waste that Contractor reasonably believes would, as a result of or upon Disposal, be a violation of local, State, or Federal law, regulation or ordinance, including land use restrictions or conditions, waste that cannot be Disposed of in Class III landfills, waste that in Contractor’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance, or otherwise create or expose Contractor or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include Used Motor Oil and Filters, or Household Batteries when properly placed for Collection by Customer as set forth in this Agreement.

**“Extra Service Tags”** means tags approved by City and provided by the Contractor that may be purchased by Residents and affixed to a bag provided by Residents for the Collection of Solid Waste overages.

**“Federal”** means belonging to or pertaining to the Federal government of the United States.

## **EXHIBIT A**

### **DEFINITIONS**

**“Food Scraps”** means those Discarded Materials that will decompose and/or putrefy including: (i) all kitchen and table food waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking, or handling of food stuffs; (iii) fruit waste, grain waste, dairy waste, meat, and fish waste; and, (iv) vegetable trimmings, houseplant trimmings, flowers, and other Compostable Organic Waste common to the occupancy of Residential dwellings or businesses involved in food production, preparation, or sales. The Parties agree that materials may be added to or subtracted from this list from time to time, by mutual consent. Contractor shall not add or subtract materials to or from this list without approval from the City Contract Manager, and such approval shall not be unreasonably withheld. Food Scraps are a subset of Organic Materials.

**“Franchise Fee”** means the fee paid by Contractor to the City as described in Section 7.1.

**“Generator”** means any Person whose act or process produces Discarded Materials, C&D Debris, or Bulky Items as defined in the Public Resources Code, or whose act first causes Discarded Materials, C&D Debris, or Bulky Items to become subject to regulation.

**“Gross Rate Revenues”** means total Customer billings by the Contractor for the provision of services pursuant to this Agreement, without any deductions.

**“Gross Receipts”** means total cash receipts collected from Customers by the Contractor for the provision of services pursuant to this Agreement, without any deductions. Gross Receipts do not include revenues from the sale of Recyclable Materials.

**“Hazardous Substance”** means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as “Hazardous Substances,” “Hazardous Materials,” “Hazardous Wastes,” “toxic waste,” “pollutant” or “toxic substances,” or similarly identified as hazardous to human health or the environment, in or pursuant to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and, (vii) California Water Code §13050; (b) any amendments, rules, or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and, (c) any other hazardous or toxic substance, material, chemical, waste, or pollutant identified as hazardous or toxic or regulated under any other Applicable Law, including, without limitation, friable asbestos, polychlorinated biphenyl’s (PCBs), petroleum, natural gas, and synthetic fuel products, and by-products.

**“Hazardous Waste”** means any waste which meets the definitions set forth in 22 CCR Section 66261.3, et seq. and is required to be managed; or as otherwise defined in 14 CCR Section 17402(a)(7). Hazardous Waste includes hazardous wood waste.

**“Holidays”** [ACI: Definition to be amended based on negotiations and final approval by City] are defined as New Year’s Day, Thanksgiving Day, and Christmas Day.

**“Household Battery(ies)”** means Disposable or rechargeable dry cells (e.g., A, AA, AAA, B, C, D, 9-volt, button-type) commonly used as power sources for household or consumer products including, but not

## **EXHIBIT A DEFINITIONS**

limited to, nickel-cadmium, nickel metal hydride, alkaline, mercury, mercuric oxide, silver oxide, zinc oxide, nickel-zinc, nickel iron, lithium, lithium ion, magnesium, manganese, and carbon-zinc batteries, but excluding automotive lead acid batteries or other batteries Contractor is prohibited from carrying by Applicable Law.

**“Household Hazardous Waste” or “HHW”** means Hazardous Waste generated at Residential Premises within the City. HHW includes: paint, stain, varnish, thinner, adhesives, auto products such as old fuel, Used Motor Oil, Used Oil Filter, batteries, fluorescent bulbs, tubes, cleaners and sprays, pesticides, fertilizers and other garden products, needles, syringes, and lancets.

**“Infectious Waste”** means biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities, and other similar establishments that are identified in Health and Safety Code Section 25117.5 as may be amended from time to time.

**“In-Home Recycling Container”** means a small, easily portable tote bag with a capacity of at least three (3) gallons to be included by Contractor in the Multi-Family Move-in Kit to facilitate convenient accumulation of Recyclable Materials within a Multi-Family Dwelling Unit.

**“Liquidated Damages”** means the amounts due by Contractor for failure to meet specific quantifiable standards of performance as described in Section 10.6 and Exhibit F.

**“Low Income Resident”** means a Residential Customer who can demonstrate that their household qualifies as a very-low-income household under the Section 8 eligibility guidelines as determined by the Federal Housing and Urban Development (HUD) formula.

**“Move-in Kit”** *[ACI: Final contents of Move-In Kit to be determined through negotiations]* refers to a pre-prepared and standardized collection of useful items to be given by property managers or Owners of Multi-Family Premises to new Multi-Family tenants upon move-in to a Multi-Family Dwelling Unit. At a minimum, Move-in Kits shall include a Multi-Family Recycling guide, a notice describing Alameda County’s Mandatory Recycling Ordinance, an In-Home Recycling Container and kitchen pail, if requested by the property manager or Owner, and stickers or refrigerator-magnets that clearly define the accepted and prohibited materials in the Recycling program. ACI shall make In-Home Recycling Containers and kitchen pails available to Multi-Family Occupants, property managers, and Owners upon request at Contractor’s Alameda office.

**“Move-out Kit”** means a pre-prepared and standardized collection of useful items to be given by property managers or Owners of Multi-Family Premises to existing tenants upon move-out from a Multi-Family Dwelling Unit. At a minimum, Move-out Kits shall include a Move-Out Guide to promote donating and reusing slightly used items (furniture, clothing, etc.) and proper Disposal of Bulky Items and HHW, a description of Alameda County’s Mandatory Recycling Ordinance, information about scheduling a Bulky Item Collection appointment, as well as other helpful information for MFD residents that are moving out of the complex.



## **EXHIBIT A**

### **DEFINITIONS**

**“Mulch”** means a layer of material applied on top of soil, and, for the purposes of the Agreement, Mulch shall conform with the following conditions, or conditions as otherwise specified in 14 CCR Section 18993.1(f)(4):

- A. Meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).
- B. Was produced at one or more of the following types of Facilities:
  - 1. A Compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under Division 7 of Title 14 of the CCR, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10);
  - 2. A Transfer/Processing Facility or Transfer/Processing operation as defined in 14 CCR Section 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR, Division 7, Chapter 12; or,
  - 3. A Solid Waste landfill as defined in PRC Section 40195.1 that is permitted under 27 CCR, Division 2.

**“Multi-Family”** means any Residential complex, building or structure, or portion thereof, other than a Single-Family Residence, used for residential purposes irrespective of whether residence therein is transient, temporary or permanent and having five (5) or more distinct living units. Such Multi-Family Residences shall have an adequate volume of centralized Solid Waste, Recyclable Materials, and Organic Materials Collection service for all units on the Premises which are billed to one (1) Owner (or their designated representative) at one (1) address. Customers residing in townhouses, mobile homes, or other structures that have on-site individual Container storage may request Single-Family classification from the City Contract Manager. If such a request is made and approved, such sites shall not be considered Multi-Family. In these examples, Single-Family classification shall apply to the entire site and not to an individual unit.

**“Non-Collection Notice”** means a form developed by Contractor and provided at Contractor’s cost at least two inches (2”) by six inches (6”) in size, on which Contractor has provided Contractor’s phone number and indicated the reasons for Contractor’s refusal to Collect material, giving reference to the basis for the violation, and which gives grounds for Contractor’s refusal either in writing or by means of a check system.

**“Occupant”** means the Person who occupies a Premises.

**“Organic Materials”** means Yard Trimmings, Food Scraps, Compostable Paper, and Clean Wood, individually or collectively. Organic Material may also include manure from herbivores (horses, cows, goats, sheep, rabbits, etc.) No Discarded Material shall be Organic Materials, however, unless it is separated from Recyclable Material and Solid Waste. The Parties agree that materials may be added to or subtracted from the list of Organic Materials from time to time by mutual consent. Contractor shall not add or subtract materials to or from this list without approval from the City Contract Manager, and such approval shall not be unreasonably withheld. Organic Materials are a subset of Organic Waste.

**“Organic Waste”** means wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, Yard Trimmings, organic Textiles and carpets, lumber,

## **EXHIBIT A DEFINITIONS**

wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

**“Owner”** means the Person(s) holding legal title to real property and/or any improvements thereon and shall include the Person(s) listed on the latest equalized assessment roll of the County Assessor.

**“Party” or “Parties”** refers to the City and Contractor, individually or together.

**“Person(s)”** means any individual, firm, association, organization, partnership, consortium, corporation, trust, joint venture, Commercial entity, governmental entity, public entity, or any other legal Person.

**“Premises”** means any land or building in the City where Recyclable Materials, Organic Materials, or Solid Waste are generated or accumulated.

**“Processing”** means to prepare, treat, or convert through some special method.

**“Processing Facility”** means any plant or site used for the purpose of sorting, cleansing, treating, or reconstituting Recyclable Materials, or Reusable Materials for the purpose of making such material available for Recycling or reuse or the facility for the Processing and/or Composting of Organic Materials.

**“Prohibited Container Contaminants”** means (i) Discarded Materials placed in the Recyclable Materials Container that are not identified as acceptable Recyclable Materials for the City’s Recyclable Materials Container; (ii) Discarded Materials placed in the Organic Materials Container that are not identified as acceptable Organic Materials for the City’s Organic Materials Container; (iii) Discarded Materials placed in the Solid Waste Container that are acceptable Recyclable Materials and/or Organic Materials to be placed in City’s Organic Materials Container and/or Recyclable Materials Container; and, (iv) Excluded Waste placed in any Container.

**“Projected Gross Rate Revenues”** means Contractor’s projected Gross Rate Revenues calculated by multiplying the most-recent Customer subscription levels by then-current Rates.

**“Public Litter Container”** means the Containers serviced by Contractor at the locations specified in Exhibit L, as may be amended from time to time, that are placed in public areas of the City for the Collection of Discarded Materials.

**“Public Street”** means all City-owned and maintained paved areas between the normal Curb line of a roadway, including public parking lots, roadway dividers, and medians.

**“Push/Pull Charges”** means charges associated with the Contractor bringing and/or returning a Commercial or Multi-Family Cart or Bin from a location on the Customer’s Premises to the public right-of-way (Push Charge) and/or returning the Container to said Premise (Pull Charge) so that the Container may be serviced.

**“Rate”** means the maximum amount, expressed as a dollar unit, approved by the City that the Contractor may bill a Customer for providing services under this Agreement. A Rate has been established for each individual Service Level and the initial Rates for Rate Period One are presented in Exhibit G2. The Rates



## **EXHIBIT A DEFINITIONS**

approved by City are the maximum Rate that Contractor may charge a Customer and Contractor may, in its sole discretion, charge any amount up to and including the maximum Rate approved by the City.

**“Rate Adjustment Factor”** means the amount determined under Exhibit E1 or Exhibit E2, whichever applies for a particular Rate Period.

**“Rate Period”** means a twelve (12) month period, commencing July 1 and concluding June 30.

**“Recyclable Materials”** means those Discarded Materials that the Generators set out in Recyclable Materials Containers for Collection for the purpose of Recycling by the Contractor and that exclude Excluded Waste. No Discarded Materials shall be considered Recyclable Materials unless such material is separated from Organic Materials and Solid Waste. Recyclable Materials shall include, at a minimum, newspaper (including inserts, coupons, and store advertisements); mixed paper (including office paper, computer paper, magazines, junk mail, catalogs, brown paper bags, brown paper, paperboard, paper egg cartons, phone books, grocery bags, colored paper, construction paper, envelopes, legal pad backings, shoe boxes, and cereal and other similar food boxes); chipboard; corrugated Cardboard; paper milk cartons; glass bottles and jars (including brown, clear, and green glass bottles and jars); aluminum (including beverage containers, foil, food containers, small pieces of scrap metal); small pieces of scrap metal weighing less than ten (10) pounds and fitting into the Recyclable Materials Collection Container; steel, tin, or bi-metal cans; plastic containers (no. 1 to 7); and, aseptic beverage boxes. In addition, Recyclable Materials Collected from Residential Premises shall include empty steel paint cans (formerly used for latex paint) and aerosol cans. The Parties agree that this list will be reviewed as part of the Cost-Based Rate Adjustment process described in Exhibit E2, and that during such review materials may be added to or subtracted from this list by mutual consent. Contractor shall not add or subtract materials to or from this list without approval from the City Contract Manager, and such approval shall not be unreasonably withheld.

**“Recycle” or “Recycling” (or any variation thereof)** means the process of sorting, cleansing, treating, and reconstituting, at a Recyclable Materials Processing Facility, materials that would otherwise be Disposed of at a landfill for the purpose of returning such materials to the economy in the form of raw materials for new, reused, or reconstituted products.

**“Residential”** shall mean of, from, or pertaining to a Single-Family Premises, or Multi-Family Premises including Single-Family homes, apartments, condominiums, townhouse complexes, mobile home parks, and cooperative apartments.

**“Residue” or “Residual”** means those materials which, after Processing, are Disposed rather than Recycled, Composted, or otherwise recovered due to either the lack of markets for materials or the inability of the Processing Facility to capture and recover the materials.

**“Reusable Materials”** means items that are capable of being used again after minimal Processing. Reusable Materials may be Collected, Source Separated, or recovered through a Processing Facility and reuse markets developed by Contractor. Reusable Materials may include but are not limited to Textiles, furniture, and/or sporting equipment.

## **EXHIBIT A**

### **DEFINITIONS**

**"Route"** generally means the designated itinerary or sequence of stops for each segment of the City Service Area, as well as the specific definition contained in 14 CCR Section 18982(a)(31.5).

**"SB 1383"** means the Short-Lived Climate Pollutants Act of 2016 (an act to add Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

**"Service Assets"** means all of Contractor's fixtures, equipment, vehicles and Containers in use, outstanding accounts receivable generated, and other property (other than real property) used by Contractor to provide the services under this Agreement, whether: (i) owned outright or pursuant to an installment sale agreement, or, (ii) leased, including right to use, possession and occupancy, as the case may be.

**"Service Level"** refers to the size of a Customer's Container(s) and the frequency of Collection service.

**"Service Opportunity"** shall mean each individual scheduled opportunity the Contractor has to Collect from a Container at a Customer's location. For example, a Commercial Customer receiving Recyclable Materials Collection service two (2) times per week from two (2) Containers, Organic Materials Collection service two (2) times per week from (2) Containers, and Solid Waste Collection service two (2) times per week from two (2) Containers would have a total of twelve (12) Service Opportunities each week. Service Opportunities shall be calculated based on the subscription levels presented in Contractor's most recent Monthly Report to City.

**"Single-Family"** means, notwithstanding any contrary definition in the City's Municipal Code, any detached or attached house or residence designed or used for occupancy by one (1) family, provided that Collection service is provided to such Premises as an independent unit, or any Residential complex, building or structure, or portion thereof used for residential purposes irrespective of whether residence therein is transient, temporary or permanent and having four (4) or fewer distinct living units, whether service is provided individually to each such unit or as a group to all such units.

**"Solid Waste"** means solid waste as defined in California Public Resources Code, Division 30, Part 1, Chapter 2, §40191 and regulations promulgated hereunder. Excluded from the definition of Solid Waste are Excluded Waste, C&D Debris, Source Separated Recyclable Materials, Source Separated Organic Materials, and radioactive waste. Notwithstanding any provision to the contrary, Solid Waste may include de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of HHW in compliance with Section 41500 and 41802 of the California Public Resources Code as may be amended from time to time. Solid Waste includes salvageable materials only when such materials are included for Collection in a Solid Waste Container, not Source Separated from Solid Waste at the site of generation.

**"Source Reduction"** means and refers to the reduction in overall volume of Discarded Materials, C&D Debris, and Bulky Items generated.

## **EXHIBIT A DEFINITIONS**

**“Source Separated”** means the segregation, by the Generator, of materials by material type designated for separate Collection for some form of Recycling, Composting, recovery, or reuse. Source Separated Organic Materials refers to the Collection of only Food Scraps or only Yard Trimmings and does not include the Collection of a comingled stream of Food Scraps and Yard Waste.

**“State”** means the State of California.

**“Subcontractor”** means a Person who has entered into a contract, express or implied, with Contractor for the performance of an act that is necessary for Contractor’s fulfillment of its obligations for providing service under this Agreement. Notwithstanding any other provision in this Agreement, vendors providing materials, supplies, or professional services to Contractor, subcontractors, and Approved Facilities and Designated Facilities that are not owned by Contractor or by Affiliates of Contractor, shall not be considered Subcontractors for any purpose under this Agreement (except as explicitly provided in Section 3.3 of this Agreement).

**“Term”** means the Term of this Agreement, including extension periods if granted, as provided for in Article 2.

**“Textiles”** means a type of cloth or woven fabric that may be discarded by Residential Generators. Textiles include, but are not limited to, clothing including shoes, sheets and blankets, pillowcases, and curtains and drapes.

**“Ton” or “Tonnage”** means a unit of measure for weight equivalent to two thousand (2,000) standard pounds per each ton where each pound contains sixteen (16) ounces.

**“Transfer”** means the act of transferring the materials Collected by Contractor in its Route vehicles into larger vehicles for Transport to other facilities for the purpose of Recycling, Processing, or Disposing of such materials.

**“Transportation” or “Transport”** means the act of conveying Collected materials from one location to another.

**“Universal Waste (U-Waste)”** means all wastes as defined by 22 CCR Subsections 66273.1 through 66273.9. These include, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and E-Waste.

**“Used Motor Oil and Filter”** means used oil fluids for vehicles including motor and engine oil, transmission and hydraulic oil, crankcase and differential oils, lubricating oils for vehicles, and oil filters from automobiles, boats, motorcycles, and light trucks.

**“Used Oil Recovery Kit”** means a kit containing: one (1) reusable plastic jug of at least one (1) gallon capacity with a leak-proof watertight screw-on top to contain Used Motor Oil or used cooking oil; one (1) six (6) mil plastic Disposable resealable bag with double track seal of sufficient capacity to accommodate one (1) Used Motor Oil Filter; and, a flyer, brochure, or other informational media approved by the City intended to educate Customers about the Used Oil and Filter Collection program and the benefits resulting

## **EXHIBIT A DEFINITIONS**

from the proper handling of Used Oil and Filters. The Used Oil Recovery Kit is to be provided to Customers by Contractor to recover Used Oil and Filters.

**“Working Days”** means days on which the Contractor is required to provide regularly scheduled Collection services under this Agreement.

**“Yard Trimmings”** means those Discarded Materials that will decompose and/or putrefy, including, but not limited to, green trimmings, grass, weeds, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, and other types of Organic Materials resulting from normal yard and landscaping maintenance that may be specified in City legislation for Collection and Processing as Organic Materials under this Agreement. The Parties agree that materials may be added to or subtracted from this list from time to time by mutual consent. Contractor shall not add or subtract materials from this list without approval from the City Contract Manager, and such approval shall not be unreasonably withheld. Yard Trimmings does not include items herein defined as Excluded Waste. Yard Trimmings are a subset of Organic Materials. Yard Trimmings placed for Collection must fit within the Contractor-provided Container.

**EXHIBIT B:**  
**DIRECT SERVICES**

---



## **EXHIBIT B**

### **DIRECT SERVICES**

The following Exhibits (B1 through B5) describe the programs which, in aggregate, represent the direct services to be performed under this Agreement by the Contractor.

Each of the following Exhibits (B1 through B5) present the programs to be provided to each Customer Type by Contractor. Within each program description are specific requirements for the:

- Type and size of Containers or Service Level to be offered by Contractor under each program;
- Frequency of service to be offered by Contractor to Customers;
- Location of service, including an indication of whether or not additional charges may apply if a Customer selects a location that is more costly to serve (e.g., back-yard service);
- Materials that are acceptable or prohibited within the program;
- Provision of additional services to the Customer if the standard Service Levels are inadequate, either on a regular or periodic basis, and an indication of whether or not additional charges may apply; and/or,
- Other requirements and considerations of the program.

Contractor shall provide the services for each program described in accordance with the specific program requirements detailed in Exhibits B1 through B5 and Contractor shall promote such programs using the public education and outreach methods described in Exhibit C.

This page intentionally left blank



**EXHIBIT B1:**  
**SINGLE-FAMILY RESIDENTIAL SERVICES**

---



# **EXHIBIT B1**

## **SINGLE-FAMILY RESIDENTIAL SERVICES**

### **1. Recyclable Materials Collection**

Contractor shall Collect Recyclable Materials placed in Contractor-provided Containers (or otherwise placed in accordance with this Section) one (1) time per week from Single-Family Customers and Transport all Recyclable Materials to the Designated Recyclable Materials Processing Facility for Processing.

**Containers:** Carts

**Container Sizes:** 32-, 64-, and 96-gallons (or comparable sizes approved by the City) as selected by the Customer.

**Service Frequency:** One (1) time per week on the same day as Organic Materials and Solid Waste Collection services.

**Service Location:** Curbside

**Acceptable Materials:** Recyclable Materials

**Prohibited Materials:** Solid Waste, Organic Materials, Excluded Waste

**Additional Service:** Single-Family Customers shall receive one (1) Recyclable Materials Cart. Upon request by a Single-Family Customer, Contractor shall provide one (1) additional Recyclable Materials Container at no additional charge. For Single-Family Customers requesting Recyclable Materials Containers beyond two (2), Contractor shall provide the additional Recyclable Materials Carts at Rates approved by the City.

Contractor shall allow Single-Family Customers to place flattened Cardboard (pieces no larger than two [2] feet by three [3] feet) adjacent to the Recyclable Materials Cart on their regularly scheduled Collection day at no additional charge to the Customer.

Contractor shall accept Household Batteries in the Recyclable Materials program, provided that those batteries have been separately packaged in a sealed, clear plastic bag on top of the Recyclable Materials Cart.

**Other Requirements:**

Contractor may refuse to Collect a Recyclable Materials Container that contains more than ten percent (10%) by volume of Prohibited Container Contaminants, provided that Contractor leaves a Non-Collection Notice in accordance with Section 5.3.B of this Agreement. Contractor shall inform the Customer of their options to either remove the Prohibited Container Contaminants or pay the City-approved Rate to have the contents of the contaminated Recyclable Materials Container Collected as Solid Waste. Contractor may charge the Customer the City-approved Rate for a special pick-up if the Customer elects to have their corrected or contaminated Recyclable Materials Container serviced before the next regular Collection day. Prior to refusing Collection of a contaminated Container and leaving a Non-Collection Notice, Contractor must provide two (2) Courtesy Collections, and leave Courtesy Collection Notices in accordance with Section 5.3.B of this Agreement. Contractor shall keep a record of all Non-Collection Notices and Courtesy Notices issued to Customers, recording at a minimum the date, Customer address, and material type of the Container in

## **EXHIBIT B1**

### **SINGLE-FAMILY RESIDENTIAL SERVICES**

question. Contractor shall conduct an adequate number of random contamination checks of Single-Family Recyclable Materials Containers to ensure compliance with the contamination monitoring requirements of SB 1383.

If Contractor determines that material placed in any Container for Collection is Hazardous Waste, Designated Waste, or other Excluded Waste that may not legally be Disposed of at the Designated Disposal Location or handled at the Processing sites or presents a hazard to Contractor's employees, the Contractor shall have the right to refuse to accept such material, provided that Contractor leaves a Non-Collection Notice in accordance with Section 5.3.B of this Agreement.

#### **2. Organic Materials Collection**

Contractor shall Collect Organic Materials placed in Contractor-provided Carts (or otherwise placed in accordance with this Section) one (1) time per week from Single-Family Customers and Transport all Organic Materials to the Designated Organic Materials Processing Facility for Processing.

<b>Containers:</b>	Carts
<b>Container Sizes:</b>	20-, 32-, 64-, or 96-gallons (or comparable size approved by the City) as selected by the Customer.
<b>Service Frequency:</b>	One (1) time per week on the same day as Recyclable Materials and Solid Waste Collection service.
<b>Service Location:</b>	Curbside
<b>Acceptable Materials:</b>	Organic Materials (including Yard Trimmings, Food Scraps, and Compostable Paper)
<b>Prohibited Materials:</b>	Recyclable Materials, Solid Waste, Excluded Waste, Compostable Plastic
<b>Additional Service:</b>	Single-Family Customers shall receive one (1) Organic Materials Cart. Upon request by a Single-Family Customer, Contractor shall provide one (1) or more additional Organic Materials Containers at no additional charge.
<b>Other Requirements:</b>	<p>Contractor shall provide to all new Single-Family Customers kitchen pails designed to contain Food Scraps prior to placement in the Customer's Organic Materials Cart. Kitchen pail specifications shall be approved by the City prior to ordering and distribution. Organic Materials placed for Collection may not exceed six (6) inches in diameter and three (3) feet in length and must fit in the provided Cart with the lid closed.</p> <p>Contractor may refuse to Collect an Organic Materials Container that contains more than one percent (1%) by volume of Prohibited Container Contaminants, provided that Contractor leaves a Non-Collection Notice in accordance with Section 5.3.B of this Agreement. Contractor shall inform the Customer of their options to either remove the Prohibited Container Contaminants or pay the City-approved Rate to have the contents of the contaminated Organic Materials Container Collected as Solid Waste. Contractor may charge the Customer the City-approved Rate for a special pick-up if the Customer elects to have their</p>

## **EXHIBIT B1**

### **SINGLE-FAMILY RESIDENTIAL SERVICES**

corrected or contaminated Organic Materials Container serviced before the next regular Collection day. Prior to refusing Collection of a contaminated Container and leaving a Non-Collection Notice, Contractor must provide two (2) Courtesy Collection, and leave a Courtesy Collection Notice in accordance with Section 5.3.B of this Agreement. Contractor shall keep a record of all Non-Collection Notices and Courtesy Notices issued to Customers, recording at a minimum the date, Customer address and material type of the Container in question. Contractor shall conduct an adequate number of random contamination checks of Single-Family Organic Materials Containers to ensure compliance with the contamination monitoring requirements of SB 1383.

If Contractor determines that material placed in any Container for Collection is Hazardous Waste, Designated Waste, or other Excluded Waste that may not legally be Disposed of at the Designated Disposal Location or handled at the Processing sites or presents a hazard to Contractor's employees, the Contractor shall have the right to refuse to accept such material, provided that Contractor leaves a Non-Collection Notice in accordance with Section 5.3.B of this Agreement.

### **3. Solid Waste Collection**

Contractor shall Collect Solid Waste placed in Contractor-provided Carts one (1) time per week from Single-Family Customers and Transport all Solid Waste to the Designated Disposal Facility for Disposal.

<b>Containers:</b>	Carts
<b>Container Sizes:</b>	20-, 32-, 64-, and 96-gallons (or comparable sizes approved by the City) as selected by Customer.
<b>Service Frequency:</b>	One (1) time per week on the same day as Recyclable Materials and Organic Materials Collection service.
<b>Service Location:</b>	Curbside
<b>Acceptable Materials:</b>	Solid Waste
<b>Prohibited Materials:</b>	Recyclable Materials, Organic Materials, Excluded Waste
<b>Additional Service:</b>	<p>Contractor shall provide additional Solid Waste Carts to Single-Family Customers upon request and may charge the appropriate Rate approved by the City. Single-Family Customers may purchase Extra Service Tags for additional Solid Waste. Solid Waste must be placed in a Customer-provided bag, with the Extra Service Tag affixed and clearly visible, and placed next to their Solid Waste Container for Collection. Contractor shall Collect all properly placed bags labeled with Extra Service Tags, and Customers shall not be required to schedule such extra service in advance.</p> <p>Contractor shall make Extra Service Tags readily available to Single-Family Customers through the mail and at Contractor's offices. The Contractor shall maintain a sufficient inventory of Extra Service Tags to accommodate additional Solid Waste.</p>

## **EXHIBIT B1**

### **SINGLE-FAMILY RESIDENTIAL SERVICES**

**Other Requirements:** If Contractor determines that material placed in any Container for Collection is Hazardous Waste, Designated Waste, or other material that may not legally be Disposed of at the Designated Disposal Location or handled at the Processing sites or presents a hazard to Contractor's employees, the Contractor shall have the right to refuse to accept such material, provided that Contractor leaves a Non-Collection Notice in accordance with Section 5.3.B of this Agreement. Single-Family Customers with Bin Collection service will be charged Multi-Family Rates for Bins.

#### **4. Used Oil and Filter Collection**

Contractor shall Collect Used Motor Oil and Filters and used cooking oil placed in a Contractor-provided Used Oil Recovery Kit from Single-Family Customers and shall Recycle all Used Motor Oil and Filters and used cooking oil Collected pursuant to this Agreement.

**Containers:** Used Oil Recovery Kit or Customer supplied plastic semi-rigid jugs not to exceed five (5)-quart/ liter per jug (i.e., original containers from new oil).

**Container Sizes:** 1-gallon filter bags; and, oil jugs not to exceed five (5) quarts.

**Service Frequency:** Up to one (1) time per week and up to three (3) Used Oil Recovery Kits or three (3) Customer supplied jugs as described above on the same day as Solid Waste Collection service.

**Service Location:** Curbside (adjacent to Cart)

**Acceptable Materials:** Used Motor Oil and Filter, used cooking oil

**Prohibited Materials:** Recyclable Materials, Organic Materials, Solid Waste, Excluded Waste

**Additional Service:** Not applicable

**Other Requirements:** Contractor shall provide a Used Oil Recovery Kit to a Customer within five (5) Working Days of Customer request, at no additional cost to Customer. Upon Collection of Used Motor Oil and Filter from a Customer, Contractor shall leave a clean and empty Used Oil Recovery Kit adjacent to the Recyclables Cart.

Contractor shall Recycle the Used Motor Oil and Filter and used cooking oil only with Persons who are authorized by the State of California to Recycle such materials. In the event the Used Motor Oil and Filter and/or used cooking oil Collected pursuant to this Agreement is contaminated to the extent that the materials require Disposal as a Hazardous Waste, Contractor shall Dispose of such materials, at Contractor's own cost and expense in accordance with Applicable Law.

Contractor shall notify the City Contract Manager of any contamination which renders the Used Motor Oil and Filter or used cooking oil unacceptable for Recycling or which requires Disposal as a Hazardous Waste.

Contractor shall keep all Used Motor Oil and Filters and used cooking oil Collected pursuant to this Agreement segregated from other materials.

Contractor may refuse to Collect Used Motor Oil and Filter if it is not contained in an approved Used Oil Recovery Kit, provided that Contractor leaves a Non-

## **EXHIBIT B1**

### **SINGLE-FAMILY RESIDENTIAL SERVICES**

Collection Notice which explains the reason for non-Collection, and also leaves a clean and empty Used Oil Recovery Kit adjacent to the refused Used Motor Oil and Filter set-out. Contractor may refuse to Collect a Used Motor Oil Recovery Kit which contains liquid other than Used Motor Oil or cooking oil, provided that Contractor leaves a Non-Collection Notice which explains the reason for non-Collection.

#### **5. Bulky Item Collection Services**

Two (2) times per Rate Period, Contractor shall Collect Bulky Items, Reusable Materials, and other materials described herein from Single-Family Customers. The Bulky Item Collection events shall be on-call events at no additional cost to the Customers. During the first two (2) complete calendar weeks of January each year and during the weeks designated for Textiles Collection (in accordance with Section 10 of Exhibit B1), Contractor shall not be required to schedule Bulky Item and Reusable Material Collection events. Notwithstanding this Section, Contractor shall provide Abandoned Waste Collection services at all times of the year, in accordance with Section 4.7.

<b>Containers:</b>	Not applicable
<b>Service Level:</b>	Up to three (3) cubic yards of Reusable Materials, Recyclable Materials, and Solid Waste; AND, up to three (3) Bulky Items of which one (1) may be an E-Waste Item
<b>Service Frequency:</b>	Two (2) times per year per Single-Family Customers (as requested by Customer).
<b>Service Location:</b>	Curbside, in front of each individual Premises, or other location on or adjacent to Customer's Premises, as arranged by Customer and Contractor, to reduce safety concerns of Collecting Bulky Items along busy streets.
<b>Acceptable Materials:</b>	Reusable Materials, Bulky Items, Recyclable Materials, Yard Trimmings, Solid Waste, and E-Waste
<b>Prohibited Materials:</b>	Food Scraps, Hazardous Materials, rocks, cement, dirt, bundled wood exceeding five (5) feet in length, abandoned automobiles, automobile batteries, Excluded Waste, or any single item (e.g., large auto parts) that exceeds one hundred fifty (150) lbs. in weight.
<b>Additional Service:</b>	<p>Contractor shall Collect additional Acceptable Materials (as described herein) that exceed the required Service Level (as requested by Customer) and may charge the appropriate Rate approved by the City for such additional material Collected.</p> <p>The Contractor shall also provide on-call clean-up Collection services to Customers requesting more than two (2) free events for which the Customer is entitled pursuant to this Section and may charge Customers Rates provided such Rates comply with City-established Rates.</p>
<b>Other Requirements:</b>	Contractor shall provide the service to the Customer within five (5) Working Days of the Customer's requested service date, as mutually agreed upon by the Customer and Contractor. Contractor shall Divert a minimum of sixty-five percent (65%) by weight of the materials Collected through this on-call clean-up

## **EXHIBIT B1**

### **SINGLE-FAMILY RESIDENTIAL SERVICES**

services program through reuse, Recycling, or Composting activities, by using Contractor's best efforts to curate engagements for Diversion outlets. Disposal of materials shall be the Contractor's last option.

Appliances and E-Waste Items shall be reused, Recycled or Disposed by Contractor in accordance with requirements of Applicable Law and in accordance with the State Department of Toxic Substance Controls regulations.

If Contractor determines that material placed in any Container for Collection is Hazardous Waste, Designated Waste, or other material that may not legally be Disposed of at the Designated Disposal Location or handled at the Processing sites or presents a hazard to Contractor's employees, the Contractor shall have the right to refuse to accept such material, provided that Contractor leaves a Non-Collection Notice in accordance with Section 5.3.B of this Agreement.

#### **6. Holiday Tree Collection**

Annually, Contractor shall Collect holiday trees from all Customers. Contractor shall offer Single-Family Customers Collection of holiday trees for the period commencing the first Working Day following December 25 and ending on the last regularly scheduled Organic Materials Collection day of January for each specific Route. Holiday trees shall be Collected on the Customer's regular Collection day. On-call holiday tree and Bulky Item Collection services, pursuant to Exhibit B1 Section 5, and Bulky and Reusable Items Collection, pursuant to Exhibit B2 Section 5, may be suspended or limited by Contractor during the first two (2) full weeks in January to allow Contractor's clean-up equipment and crews to perform holiday tree Collection.

During the first two weeks Collection in January, holiday trees shall be used to produce Mulch or Compost product or Diverted from landfill Disposal in an alternative manner to count as Diversion in accordance with the AB 939 and SB 1383 with the exception that holiday trees may not be used as ADC, AIC, or for transformation fuel without prior written approval from the City. Trees that are flocked and contain tinsel or other decorations may not be Collected for Diversion purposes but shall be Collected and Disposed by Contractor.

Holiday tree Collection services shall be provided at no additional cost to the City or the Customer. Contractor may require that Christmas trees be cut into sections no greater than six (6) feet.

#### **7. Alternative Service Location for Disabled Single-Family Customers**

The City's Municipal Code allows for Persons that have a disability in compliance with the American Disabilities Act (which means Public Law 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 27 U.S.C. 225 and 611, and all Federal rules and regulations relating thereto) that are Occupants of Single-Family Premises to receive Collection services at a location other than Curbside at no extra charge to the Customer. Contractor shall review all applications (which shall include statements from physicians) made by Customers to determine conformance with the exemption provision in the City's Municipal Code and shall grant exemptions, if applicable. Contractor shall have the right to annually reverify that Customer qualifies for such exemption provisions in the City's Municipal Code. Contractor shall make reasonable accommodations with regard to provision of and servicing of Containers (e.g., Container size and type,



## **EXHIBIT B1**

### **SINGLE-FAMILY RESIDENTIAL SERVICES**

placement of Containers for Collection) for any individual with a disability in compliance with the American Disabilities Act at no additional cost to the Customer, provided that Contractor shall not be required to service Containers from locations on a Customer Premises determined to be unsafe for Collection.

#### **8. Drop Boxes**

Contractor shall allow for a Single-Family Customer to use a Drop Box for Solid Waste Collection to meet the Generator's temporary Disposal needs. In such case, Contractor shall provide Customer with a choice of Container capacities ranging from ten (10) to forty (40) cubic yards. Contractor shall ensure that Drop Boxes or Compactors containing putrescible materials are Collected at least one (1) time per week. Contractor shall charge Customers for Drop Box services at the City approved Rates.

#### **9. Annual Leaf Program.**

Contractor shall make available to all Single-Family Customers at their Aladdin Street office leaf bags for the purpose of leaf Collection from the Customer's property. The leaf bags shall be Collected by the Contractor as part of the Organic Materials on the same day as that Customer's scheduled Organics Materials Collection service. Each Single-Family Customer may place up to ten (10) leaf bags out for Collection on an applicable Collection day. Leaf bags shall be placed Curbside.

Each Rate Period, and upon proof of Customer residence in the City of San Leandro, Contractor shall provide up to ten (10) leaf bags per Customer at no additional charge to the Customer. Contractor shall, at minimum, provide access to leaf bags for pickup by Customers from October 1 through January 15 of each year, subject to the inventory limits described in this Section. Contractor shall be required to Collect leaf bags from Customers between October 1 and January 31 of each year. Contractor shall maintain an inventory of leaf bags sufficient to serve the annual Customer demand but shall not purchase leaf bags such that the annual inventory for all Customers exceeds two thousand (2,000) bags, unless otherwise directed by the City. Contractor shall purchase leaf bags utilizing funds allocated to the annual public education and outreach program budget described in Exhibit C. Contractor shall report quarterly, in accordance with Exhibit D, the number of leaf bags distributed each year.

#### **10. Textile Collection**

Contractor shall Collect from Single-Family Customers Textiles that are placed Curbside, contained in Customer-provided bags, during the first full week in June and the first full week in October per Rate Period, or as mutually determined by the City and Contractor. To the extent they are properly set out, Contractor shall Collect Textiles on the regular Collection day for each Single-Family Customer during each one (1) week period, and deliver Collected Textiles to the Approved Reusable Materials Processing Facility for Processing. Contractor shall not be required to collect Bulky Items and Reusable Materials during each one (1) week Textile collection period. Textile Collection services shall be provided at no additional cost to the City or the Customer.

*This page intentionally left blank*

**EXHIBIT B2:**  
**MULTI-FAMILY RESIDENTIAL SERVICES**

---



## **EXHIBIT B2**

### **MULTI-FAMILY RESIDENTIAL SERVICES**

#### **1. Recyclable Materials Collection**

Contractor shall Collect Recyclable Materials placed in Contractor-provided Containers from Multi-Family Customers and shall Transport all Recyclable Materials to the Designated Recyclable Materials Processing Facility for Processing. Contractor shall provide service at the frequency requested by Customers, up to the maximum service frequency. Recyclable Materials Collection Services shall be provided to Multi-Family Customers at the per-unit Rate approved by the City.

<b>Containers:</b>	Carts, Bins
<b>Container Sizes:</b>	64-, and 96-gallon (or comparable size Carts approved by the City); and, 1-, 1.5-, 2-, 3-, 4-, 5-, 6-, 7, and 8-cubic yard Bins. As selected by Customer. Contractor shall provide no less than ninety-six (96) gallons of Container capacity for every five (5) Dwelling Units.
<b>Service Frequency:</b>	Up to six (6) times per week but not less than one (1) time per week (as requested by Customer). Saturday service requires three (3) service days during the week Monday through Friday.
<b>Service Location:</b>	Curbside or other -selected service location (including backyard or side-yard) at the Multi-Family Premises that is mutually agreed upon by both the Contractor and Customer. Contractor shall service both Carts and Bins at the same service location, unless written notification is provided by Contractor to the Customer stating the different service locations for Carts and Bins. Containers shall be shared by Occupants and centralized.
<b>Acceptable Materials:</b>	Recyclable Materials
<b>Prohibited Materials:</b>	Organic Materials, Solid Waste, Excluded Waste
<b>Additional Service:</b>	Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Such additional pick-ups can be scheduled equating to up to five (5) days per week total service.
<b>Other Requirements:</b>	<p>Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and service Containers and may charge City approved Rates for such service. Contractor shall not apply push and/or pull rates to service Carts.</p> <p>Contractor may refuse to Collect a Recyclable Materials Container that contains more than ten percent (10%) by volume of Prohibited Container Contaminants, provided that Contractor leaves a Non-Collection Notice in accordance with Section 5.3.B of this Agreement. Contractor shall inform the Customer of their options to either remove the Prohibited Container Contaminants or pay the City-approved Rate to have the contents of the contaminated Recyclable Materials Container Collected as Solid Waste. Contractor may charge the Customer the City-approved Rate for a special pick-up if the Customer elects to have their corrected or contaminated Recyclable Materials Container serviced before the next regular Collection day. Prior to refusing Collection of a contaminated Container and leaving a Non-Collection Notice, Contractor must provide two (2)</p>

## **EXHIBIT B2**

### **MULTI-FAMILY RESIDENTIAL SERVICES**

Courtesy Collections, and leave a Courtesy Collection Notice in accordance with Section 5.3.B of this Agreement. Contractor shall keep a record of all Non-Collection Notices and Courtesy Notices issued to Customers, recording at a minimum the date, Customer address, and material type of the Container in question. Contractor shall conduct random contamination checks of an adequate number of Multi-Family Recyclable Materials Containers to ensure compliance with the contamination monitoring requirements of SB 1383.

If Contractor determines that material placed in any Container for Collection is Hazardous Waste, Designated Waste, or other Excluded Waste that may not legally be Disposed of at the Designated Disposal Location or handled at the Processing sites or presents a hazard to Contractor's employees, the Contractor shall have the right to refuse to accept such material, provided that Contractor leaves a Non-Collection Notice in accordance with Section 5.3.B of this Agreement.

Contractor shall provide Move-in Kits and Move-out Kits to Multi-Family property managers and Owners to provide to tenants upon move-in to or move-out of a Multi-Family Dwelling Unit.

#### **2. Organic Materials Collection**

Contractor shall Collect Organic Materials in Contractor-provided Carts not less than one (1) time per week from Multi-Family Customers and Transport all Organic Materials to the Designated Organic Materials Processing Facility for Processing. Organic Materials Collection services shall be provided to Multi-Family Customers at no additional charge with Customer subscription to Recyclable Materials Collection Service. Contractor shall provide service at the frequency requested by Customers, up to the maximum service frequency. Contractor shall allow for a Multi-Family Premises to use Cart(s) or Bin(s) for Recyclable Materials and Organic Materials Collection which are shared by the Occupants of the Multi-Family Premises.

**Containers:** Carts, Bins

**Container Sizes:** 32-, 64-, and 96-gallon (or comparable size Carts approved by the City); and, 1-, 1.5-, 2-, 3-cubic yard Bins, as selected by Customer. Contractor to provide no less than thirty-two (32) gallons of Container capacity per Multi-Family Premises and no less than five (5) gallons of Container capacity for every five (5) Dwelling Units. Customers may select Bins or Compactors greater than 3-cubic yards subject to review and approval by Contractor.

**Service Frequency:** Up to six (6) times per week but not less than one (1) time per week (as requested by Customer). Saturday service requires three (3) service days during the week Monday through Friday.

**Service Location:** Curbside or other -selected service location (including backyard or side-yard) at the Multi-Family Premises that is mutually agreed upon by both the Contractor and Customer Contractor shall service both Carts and Bins at the same service location, unless written notification is provided by Contractor to the Customer

## **EXHIBIT B2**

### **MULTI-FAMILY RESIDENTIAL SERVICES**

stating the different service locations for Carts and Bins. Containers shall be shared by Occupants and centralized.

**Acceptable Materials:** Organic Materials (including Yard Trimmings, Food Scraps, and Compostable Paper)

**Prohibited Materials:** Recyclable Materials, Solid Waste, Excluded Waste, Compostable Plastics

**Additional Service:** Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Such additional picks-ups can be scheduled equating to up to five (5) days per week total service.

**Other Requirements:** Contractor shall include kitchen pails designed to contain Food Scraps prior to placement in the Customer's Organic Materials Container as part of the Move-In Kits provided in accordance with Section B2.2 above. Kitchen pail specifications shall be approved by the City prior to ordering and distribution.

Organic Materials placed for Collection may not exceed six (6) inches in diameter and three (3) feet in length and must fit in the provided Cart or Bin.

Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers and may charge City approved Rates for such service.

Contractor shall not apply push and/or pull rates to service Carts. Contractor may refuse to Collect an Organic Materials Container that contains more than one percent (1%) by volume of Prohibited Container Contaminants, provided that Contractor leaves a Non-Collection Notice in accordance with Section 5.3.B of this Agreement. Contractor shall inform the Customer of their option to either remove the Prohibited Container Contaminants or pay the City-approved Rate to have the contents of the contaminated Organic Materials Container Collected as Solid Waste. Contractor may charge the Customer the City-approved Rate for a special pick-up if the Customer elects to have their corrected or contaminated Organic Materials Container serviced before the next regular Collection day. Prior to refusing Collection of a contaminated Container and leaving a Non-Collection Notice, Contractor must provide two (2) Courtesy Collections, and leave a Courtesy Collection Notice in accordance with Section 5.3.B of this Agreement. Contractor shall keep a record of all Non-Collection Notices and Courtesy Notices issued to Customers, recording at a minimum the date, Customer address, and material type of the Container in question.

Contractor shall conduct random contamination checks of an adequate number of Multi-Family Organic Materials Containers to ensure compliance with the contamination monitoring requirements of SB 1383.

If Contractor determines that material placed in any Container for Collection is Hazardous Waste, Designated Waste, or other Excluded Waste that may not legally be Disposed of at the Designated Disposal Location or handled at the Processing sites or presents a hazard to Contractor's employees, the Contractor shall have the right to refuse to accept such material, provided that Contractor leaves a Non-Collection Notice in accordance with Section 5.3.B of this Agreement.

## **EXHIBIT B2**

### **MULTI-FAMILY RESIDENTIAL SERVICES**

#### **3. Solid Waste Collection**

Contractor shall Collect Solid Waste placed in Contractor-provided Containers not less than one (1) time per week from Multi-Family Customers and Transport all Solid Waste to the Designated Disposal Facility for Disposal. Contractor shall provide service at the frequency requested by Customers, up to the maximum service frequency at Rates approved by the City.

- Containers:** Carts, Bins
- Container Sizes:** 64-, and 96-gallon Carts (or comparable size Carts approved by the City); 1-, 1.5-, 2-, 3-, 4-, 5-, 6-, 7-, and 8-cubic yard Bins, and Compactors, as selected by Customer. Contractor to provide no less than ninety-six (96) gallons of Container capacity for every five (5) Dwelling Units.
- Service Frequency:** Up to six (6) times per week but not less than one (1) time per week (as requested by Customer). Saturday service requires three (3) service days during the week Monday through Friday.
- Service Location:** Curbside or other -selected service location (including backyard or side-yard) at the Multi-Family Premises that is mutually agreed upon by both the Contractor and Customer. Contractor shall service both Carts and Bins at the same service location, unless written notification is provided by Contractor to the Customer stating the different service locations for Carts and Bins. Containers shall be shared by Occupants and centralized.
- Acceptable Materials:** Solid Waste
- Prohibited Materials:** Recyclable Materials, Organic Materials, Excluded Waste
- Additional Service:** Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Such additional picks ups can be scheduled equating to up to five (5) days per week total service.
- Multi-Family Customers may purchase Extra Service Tags for additional Solid Waste. Solid Waste must be placed in a Customer-provided bag, with the Extra Service Tag affixed and clearly visible, and placed next to their Solid Waste Container for Collection. Contractor shall Collect all properly placed bags labeled with Extra Service Tags, and Customers shall not be required to schedule such extra service in advance.
- Contractor shall make Extra Service Tags readily available to Multi-Family Customers through the mail, at Contractor's Alameda office, or at City offices. The Contractor shall maintain a sufficient inventory of Extra Service Tags to accommodate additional Solid Waste.
- Other Requirements:** Multi-Family Premises may use Cart(s) or Bin(s) for Solid Waste Collection which are shared by the Occupants of the Multi-Family Premises.
- Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, and/or perform other services as reasonably necessary to access and service Bins, and may charge the City-approved Rates for such services. Contractor shall not apply push and/or pull rates to service Carts.



## **EXHIBIT B2**

### **MULTI-FAMILY RESIDENTIAL SERVICES**

If Contractor determines that material placed in any Container for Collection is Hazardous Waste, Designated Waste, or other material that may not legally be Disposed of at the Designated Disposal Location or handled at the Processing sites or presents a hazard to Contractor's employees, the Contractor shall have the right to refuse to accept such material, provided that Contractor leaves a Non-Collection Notice in accordance with Section 5.3.B of this Agreement.

#### **4. Used Oil and Filter Collection**

Contractor shall Collect Used Motor Oil and Filters and used cooking oil placed in a Contractor-provided Used Oil Recovery Kit from Multi-Family Customers and shall Recycle all Used Motor Oil and Filters and used cooking oil Collected pursuant to this Agreement.

- Containers:** Used Oil Recovery Kit or Customer supplied plastic semi-rigid jugs not to exceed five (5)-quart/ liter per jug (i.e., original containers from new oil).
- Container Sizes:** 1-gallon filter bags; and, oil jugs not to exceed five (5) quarts.
- Service Frequency:** Up to one (1) time per week and up to three (3) Used Oil Recovery Kits or three (3) Customer supplied jugs as described above on the same day as Solid Waste Collection service.
- Service Location:** Curbside, or adjacent to Customer's Recyclable Materials Container if approved by property Owner or manager, or other service location mutually agreed upon by Customer and Contractor, up to three (3) Used Oil Recovery Kits per week.
- Acceptable Materials:** Used Motor Oil and Filter, used cooking oil
- Prohibited Materials:** Recyclable Materials, Organic Materials, Solid Waste, Excluded Waste
- Additional Service:** Not applicable
- Other Requirements:** Contractor shall provide a Used Oil Recovery Kit to a Customer or Multi-Family Occupant within five (5) Working Days of request, at no additional cost to Customer or Occupant. Upon Collection of Used Motor Oil and Filter from a Customer or Occupant, Contractor shall leave a clean and empty Used Oil Recovery Kit adjacent to the Recyclables Cart.

Contractor shall Recycle the Used Motor Oil and Filter and used cooking oil only with Persons who are authorized by the State of California to Recycle such materials. In the event the Used Motor Oil and Filter and/or used cooking oil Collected pursuant to this Agreement is contaminated to the extent that the materials require Disposal as a Hazardous Waste, Contractor shall Dispose of such materials, at Contractor's own cost and expense in accordance with Applicable Law.

Contractor shall notify the City Contract Manager of any contamination which renders the Used Motor Oil and Filter or used cooking oil unacceptable for Recycling or which requires Disposal as a Hazardous Waste.

Contractor shall keep all Used Motor Oil and Filters and used cooking oil Collected pursuant to this Agreement segregated from other materials.

## **EXHIBIT B2**

### **MULTI-FAMILY RESIDENTIAL SERVICES**

Contractor may refuse to Collect Used Motor Oil and Filter if it is not contained in an approved Used Oil Recovery Kit, provided that Contractor leaves a Non-Collection Notice which explains the reason for non-Collection, and also leaves a clean and empty Used Oil Recovery Kit adjacent to the refused Used Motor Oil and Filter set-out. Contractor may refuse to Collect a Used Motor Oil Recovery Kit which contains liquid other than Used Motor Oil or cooking oil, provided that Contractor leaves a Non-Collection Notice which explains the reason for non-Collection.

#### **5. Bulky Item/Reusable Materials Collection**

Contractor shall Collect Bulky Items from Multi-Family Customers and Occupants, upon request, and shall Transport all Collected materials to the appropriate Approved Reusable Materials Processing Facility for reuse, Processing, or Disposal. During the first two complete calendar weeks of January each year and during the weeks designated for Textiles Collection (in accordance with Section 9 of Exhibit B2), Contractor shall not be required to schedule Bulky Item and Reusable Material Collection events. Notwithstanding this Section, Contractor shall provide Abandoned Waste Collection services at all times of the year, in accordance with Section 4.7.

<b>Containers:</b>	Not applicable
<b>Service Level:</b>	Up to three (3) cubic yards of Reusable Materials, Recyclable Materials, Yard Trimmings, and Solid Waste; AND, up to three (3) Bulky Items of which one (1) may be an E-Waste Item.
<b>Service Frequency:</b>	One (1) time per year per Multi-Family Dwelling Unit. Additional on-call service upon Customer or Occupant request at Rates approved by the City.
<b>Service Location:</b>	Curbside or from designated location at the Multi-Family Premises mutually agreed upon between Contractor and the property Owner or manager. Contractor shall provide on-premises service at no additional cost for MFD Customers with 5 or more Dwelling Units.
<b>Acceptable Materials:</b>	Reusable Materials, Bulky Items, Recyclable Materials, Yard Trimmings, Solid Waste, and E-Waste
<b>Prohibited Materials:</b>	Food Scraps, Hazardous Materials, rocks, cement, dirt, bundled wood exceeding five (5) feet in length, abandoned automobiles, Excluded Waste, or any single item (e.g., large auto parts) that exceeds one hundred fifty (150) lbs. in weight.
<b>Additional Service:</b>	Contractor shall Collect additional acceptable materials (as described herein) that exceed the required Service Level and may charge the appropriate Rate approved by the City for such additional material Collected.  The Contractor shall also provide on-call Bulky Item Collection services to Customers requesting more than one (1) free event for which the Customer is entitled pursuant to this Section and may charge Customers Rates provided such Rates comply with City-established Rates.
<b>Other Requirements:</b>	Contractor shall provide the service to the Customer or Occupant within five (5) Working Days of the requested service date, as mutually agreed upon by the

## **EXHIBIT B2**

### **MULTI-FAMILY RESIDENTIAL SERVICES**

Customer or Occupant and Contractor. Contractor shall Divert a minimum of sixty-five percent (65%) by weight of the Materials Collected through this the on-call Bulky item Collection through reuse, Recycling, or Composting activities, by using Contractor's best efforts to curate engagement for Diversion outlets. Contractor shall not Dispose of materials Collected through the on-call Bulky Item Collection program unless the materials cannot be Diverted. Contractor shall Process and Dispose of Bulky Items Collected from Customers or Occupants, using Contractor's best efforts to curate engagements for Diversion outlets, in accordance with the following hierarchy: (1) reuse as is (where energy efficiency is not compromised); (2) disassemble for reuse or Recycling; (3) Recycle or Compost; and if none of the other options are practicable; (4) Dispose.

If Contractor determines that material placed in any Container for Collection is Hazardous Waste, Designated Waste, or other material that may not legally be Disposed of at the Designated Disposal Location or handled at the Processing sites or presents a hazard to Contractor's employees, the Contractor shall have the right to refuse to accept such material, provided that Contractor leaves a Non-Collection Notice in accordance with Section 5.3.B of this Agreement.

#### **6. Holiday Tree Collection**

Annually, Contractor shall Collect holiday trees from all Customers. Contractor shall offer Multi-Family Customers Collection of holiday trees for the period commencing the first Working Day following December 25 and ending on the last regularly scheduled Organic Materials Collection day of January for each specific Route. Holiday trees may be Collected on the Customer's regular Collection day, or on the same Collection day for surrounding Single-Family Customers. The default holiday tree Collection location for Multi-Family Customers shall be Curbside, unless another Collection location is requested by the Customer, property manager, or City, and approved by the Contractor. Bulky Item Collection services, pursuant to Exhibit B1, Section 5, and Bulky and Reusable Items Collection, pursuant to Exhibit B2, Section 5, may be suspended or limited by Contractor during the first two (2) full weeks in January to allow Contractor's clean-up equipment and crews to perform holiday tree Collection.

During the first two weeks Collection in January, holiday trees shall be used to produce Mulch or Compost product or Diverted from landfill Disposal in an alternative manner to count as Diversion in accordance with the AB 939 and SB 1383 with the exception that holiday trees may not be used as ADC, AIC, or for transformation fuel without prior written approval from the City. Trees that are flocked and contain tinsel or other decorations may not be Collected for Diversion purposes but shall be Collected and Disposed by Contractor.

Holiday tree Collection services shall be provided at no additional cost to the City or the Customer. Contractor may require that Christmas trees be cut into sections no greater than six feet (6').

## **EXHIBIT B2**

### **MULTI-FAMILY RESIDENTIAL SERVICES**

#### **7. Drop Boxes and Compactors**

Contractor shall allow for a Multi-Family Customer to use a Drop Box or Compactor for Discarded Materials Collection to meet the Generator's temporary or permanent Disposal needs. In such case, Contractor shall provide Customer with a choice of Container capacities ranging from ten (10) to forty (40) cubic yards. Contractor shall ensure that Drop Boxes used for containing putrescible materials are temporary and Collected at least one (1) time per week. Customers using Compactors for containing putrescible materials are required to receive Collection service at least one (1) time per week. Contractor shall charge the City approved Rates for such service.

#### **8. Annual Leaf Program.**

Contractor shall make available to all Multi-Family Customers at their Aladdin Street office leaf bags for the purpose of leaf Collection from the Customer's property. The leaf bags shall be Collected by the Contractor as part of Organic Materials on the same day as that Customer's scheduled Organic Materials Collection Services. Each Multi-Family Customer may place up to ten (10) leaf bags out for Collection on an applicable Collection day. Leaf bags shall be placed Curbside.

Each Rate Period, and upon proof of Customer residence or business address in the City of San Leandro, Contractor shall provide up to ten (10) leaf bags per Customer at no additional charge to the Customer. Contractor shall, at minimum, provide access to leaf bags for pickup by Customers annually from October 1 through January 15, subject to the inventory limits described in this Section. Contractor shall be required to Collect leaf bags from Customers annually between October 1 and January 31. Contractor shall maintain an inventory of leaf bags sufficient to serve the annual Customer demand but shall not purchase leaf bags such that the annual inventory for all Customers exceeds two thousand (2,000) bags, unless otherwise directed by the City. Contractor shall purchase leaf bags utilizing funds allocated to the annual public education and outreach program budget described in Exhibit C. Contractor shall report quarterly, in accordance with Exhibit D, the number of leaf bags distributed each year.

#### **9. Textile Collection**

Contractor shall Collect from Multi-Family Customers Textiles that are placed Curbside, contained in Customer-provided bags, during the first full week in June and the first full week in October per Rate Period, or as mutually determined by the City and Contractor. To the extent they are properly set out, Contractor shall Collect Textiles from Multi-Family Customers on the Collection day applicable to the Single-Family Customers where the Multi-Family Premises is located during each one (1) week period, and deliver Textiles to the Approved Reusable Materials Processing Facility for Processing. Contractor shall not be required to collect Bulky Items and Reusable Materials during each one (1) week Textile collection period. Textile Collection services shall be provided at no additional cost to the City or the Customer.

**EXHIBIT B3:**  
**COMMERCIAL SERVICES**

---



## **EXHIBIT B3**

### **COMMERCIAL SERVICES**

#### **1. Recyclable Materials Collection**

Contractor shall Collect Recyclable Materials placed in Contractor-provided Containers from Commercial Customers subscribing to Recyclable Materials Collection service and Transport all Recyclable Materials to the Designated Recyclable Materials Processing Facility for Processing. Contractor shall provide service at the frequency requested by Customers, up to the maximum service frequency.

<b>Containers:</b>	Carts, Bins
<b>Container Sizes:</b>	32-, 64-, and 96-gallon (or comparable size Carts approved by the City); 1-, 1.5-, 2-, 3-, 4-, 5-, 6-, 7- and 8-cubic yard Bins, and Compactors. As requested by Customer. Contractor shall provide up to ninety-six (96) gallons of Container capacity to Commercial Premises at no additional cost, and no less than ninety-six (96) gallons of Container capacity for every five (5) Commercial Premises with shared service, which requirement may be adjusted on a case-by-case basis on the reasonable judgement of the City Contract Manager. For Premises with shared Residential and Commercial Collection service, Contractor shall coordinate directly with the Customer to determine and provide adequate service levels to meet the Customer's needs. In instances of dispute between the Contractor and Customer the City Contract Manager shall determine the appropriate service level.
<b>Service Frequency:</b>	Up to six (6) times per week but not less than one (1) time per week (as requested by Customer), Saturday service requires three (3) service days during the week Monday through Friday).
<b>Service Location:</b>	Curbside or other selected service location at the Commercial Premises that is mutually agreed upon by both the Contractor and Customer. Contractor shall service both Carts and Bins at the same service location, unless written notification is provided by Contractor to the Customer stating the different service locations for Carts and Bins.
<b>Acceptable Materials:</b>	Recyclable Materials
<b>Prohibited Materials:</b>	Organic Materials, Solid Waste, Excluded Waste
<b>Additional Service:</b>	Contractor shall provide additional Recyclable Materials Collection capacity over ninety-six (96) gallons to Commercial Customers upon request, and may charge the appropriate Rate approved by the City. Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Such additional picks-ups can be scheduled equating to up to six (6) days per week total service.
<b>Other Requirements:</b>	Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers, and may charge the City-approved Rate for such service. Contractor may refuse to Collect a Recyclable Materials Container that contains more than ten percent (10%) by volume of Prohibited Container Contaminants, provided that Contractor leaves a Non-Collection Notice in accordance with Section 5.3.B of this Agreement. Contractor shall inform the Customer of their

## **EXHIBIT B3**

### **COMMERCIAL SERVICES**

options to either remove the Prohibited Container Contaminants or pay the City-approved Rate to have the contents of the contaminated Recyclable Materials Container Collected as Solid Waste.

Contractor may charge the Customer the City-approved Rate for a special pick-up if the Customer elects to have their corrected or contaminated Recyclable Materials Container serviced before the next regular Collection day. Prior to refusing Collection of a contaminated Container and leaving a Non-Collection Notice, Contractor must provide two (2) Courtesy Collections, and leave a Courtesy Collection Notice in accordance with Section 5.3.B of this Agreement. Contractor shall keep a record of all Non-Collection Notices and Courtesy Notices issued to Customers, recording at a minimum the date, Customer address and material type of the Container in question. Contractor shall conduct random contamination checks of an adequate number of Commercial Recyclable Materials Containers to ensure compliance with the contamination monitoring requirements of SB 1383.

If Contractor determines that material placed in any Container for Collection is Hazardous Waste, Designated Waste, or other Excluded Waste that may not legally be Disposed of at the Designated Disposal Location or handled at the Processing sites or presents a hazard to Contractor's employees, the Contractor shall have the right to refuse to accept such material, provided that Contractor leaves a Non-Collection Notice in accordance with Section 5.3.B of this Agreement.

## **2. Organic Materials Collection**

Contractor shall Collect Organic Materials placed in Contractor-provided Containers not less than one (1) time per week from Commercial Customers and Transport all Organic Materials to the Approved Organic Materials Processing Facility for Processing. Contractor shall provide service at the frequency requested by Customers, up to the maximum service frequency.

**Containers:** Carts, Bins

**Container Sizes:** 32-, 64-, and 96-gallon (or comparable size Carts approved by the City); and 1-, 1.5-, 2-, and 3-cubic yard Bins, as selected by Customer. Contractor shall provide up to ninety-six (96) gallons of Container capacity to Commercial Premises at no extra cost and no less than ninety-six (96) gallons of Container capacity for every five (5) Commercial Premises with shared service. For Premises with shared Residential and Commercial Collection service, Contractor shall coordinate directly with the Customer to determine and provide adequate service levels to meet the Customer's needs. In instances of dispute between the Contractor and Customer the City shall determine the appropriate service level. Customers may select Bins or Compactors greater than 3-cubic yards subject to review and approval by Contractor.

**Service Frequency:** Up to six (6) times per week but not less than one (1) time per week (as requested by Customer), Saturday service requires three (3) service days during the week Monday through Friday).



## **EXHIBIT B3**

### **COMMERCIAL SERVICES**

- Service Location:** Curbside or other selected service location at the Commercial Premises that is mutually agreed upon by both the Contractor and Customer. Contractor shall service both Carts and Bins at the same service location, unless written notification is provided by Contractor to the Customer stating the different service locations for Carts and Bins.
- Acceptable Materials:** Organic Materials (including Yard Trimmings, Food Scraps, and Compostable Paper)
- Prohibited Materials:** Recyclable Materials, Solid Waste, Excluded Waste, Compostable Plastics
- Additional Service:** Contractor shall provide additional Organic Materials Collection capacity to Commercial Customers upon request and may charge the appropriate Rate approved by the City. Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Such additional picks-ups can be scheduled equating to up to six (6) days per week total service.
- Other Requirements:** Organic Materials placed for Collection may not exceed six (6) inches in diameter and three (3) feet in length and must fit in the provided Cart or Bin. Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers, and may charge the City-approved Rate for such service. Contractor may refuse to Collect an Organic Materials Container that contains more than one percent (1%) by volume of Prohibited Container Contaminants, provided that Contractor leaves a Non-Collection Notice in accordance with Section 5.3.B of this Agreement. Contractor shall inform the Customer of their options to either remove the Prohibited Container Contaminants or pay the City-approved Rate to have the contents of the contaminated Organic Materials Container Collected as Solid Waste. Contractor may charge the Customer the City-approved Rate for a special pick-up if the Customer elects to have their corrected or contaminated Organic Materials Container serviced before the next regular Collection day. Prior to refusing Collection of a contaminated Container and leaving a Non-Collection Notice, Contractor must provide two (2) Courtesy Collections, and leave a Courtesy Collection Notice in accordance with Section 5.3.B of this Agreement. Contractor shall keep a record of all Non-Collection Notices and Courtesy Notices issued to Customers, recording at a minimum the date, Customer address, and material type of the Container in question. Contractor shall conduct random contamination checks of an adequate number of Commercial Organic Materials Containers to ensure compliance with the contamination monitoring requirements of SB 1383.
- If Contractor determines that material placed in any Container for Collection is Hazardous Waste, Designated Waste, or other Excluded Waste that may not legally be Disposed of at the Designated Disposal Location or handled at the Processing sites or presents a hazard to Contractor's employees, the Contractor shall have the right to refuse to accept such material, provided that Contractor leaves a Non-Collection Notice in accordance with Section 5.3.B of this Agreement.

## **EXHIBIT B3**

### **COMMERCIAL SERVICES**

#### **3. Solid Waste Collection**

Contractor shall Collect Solid Waste placed in Contractor-provided Containers not less than one (1) time per week from Commercial Customers and Transport all Solid Waste to the Designated Disposal Facility for Disposal. Contractor shall provide service at the frequency requested by Customers, up to the maximum service frequency.

**Containers:** Carts, Bins.

**Container Sizes:** 32-, 64-, and 96-gallon (or comparable size Carts approved by the City); 1-, 1.5-, 2-, 3-, 4-, 5-, 6-, 7-, and 8-cubic yard Bins, and Compactors, as selected by Customer. Contractor to provide no less than ninety-six (96) gallons of Container capacity for every five (5) Commercial Premises for shared service. For Premises with shared Residential and Commercial Collection service, Contractor shall coordinate directly with the Customer to determine and provide adequate service levels to meet the Customer's needs. In instances of dispute between the Contractor and Customer the City shall determine the appropriate service level.

**Service Frequency:** Up to six (6) times per week but not less than one (1) time per week (as requested by Customer), Saturday service requires three (3) service days during the week Monday through Friday).

**Service Location:** Curbside or other selected service location at the Commercial Premises that is mutually agreed upon by both the Contractor shall service both Carts and Bins at the same service location, unless written notification is provided by Contractor to the Customer stating the different service locations for Carts and Bins.

**Acceptable Materials:** Solid Waste

**Prohibited Materials:** Recyclable Materials, Organic Materials, Excluded Waste

**Additional Service:** Contractor shall provide no less than the minimum level of Solid Waste Collection capacity to Commercial Customers and shall provide additional capacity upon request. Contractor may charge the appropriate Rate approved by the City. Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Such additional picks-ups can be scheduled equating to up to six (6) days per week total service.

**Other Requirements:**

Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers, and may charge the City-approved Rate for such service. If Contractor determines that material placed in any Container for Collection is Hazardous Waste, Designated Waste, or other material that may not legally be Disposed of at the Designated Disposal Location or handled at the Processing sites or presents a hazard to Contractor's employees, the Contractor shall have the right to refuse to accept such material, provided that Contractor leaves a Non-Collection Notice in accordance with Section 5.3.B of this Agreement.

## **EXHIBIT B3**

### **COMMERCIAL SERVICES**

#### **4. Holiday Tree Collection**

Annually, Contractor shall Collect holiday trees from all Customers. Contractor shall provide Commercial Customers Collection of holiday trees for the period commencing the first Working Day following December 25 and ending on the last regularly scheduled Organic Materials Collection day of January for each specific Route. Holiday trees may be Collected on the Customer's regular Collection day, or on the same Collection day for surrounding Single-Family Customers. Contractor shall work with the property manager at each multi-business Commercial Premises to agree upon the appropriate Collection location for holiday trees. On-call clean-up services, pursuant to Exhibit B1, Section 5, and Bulky and Reusable Items Collection, pursuant to Exhibit B2, Section 5, may be suspended or limited by Contractor during the first two full weeks in January to allow Contractor's Clean-up equipment and crews to perform holiday tree Collection.

Holiday trees shall be used to produce Mulch or Compost product or Diverted from landfill Disposal in an alternative manner to count as Diversion in accordance with the AB 939 and SB 1383 with the exception that holiday trees may not be used as ADC, AIC, or for transformation fuel without prior written approval from the City. Trees that are flocked and contain tinsel or other decorations may not be Collected for Diversion purposes but shall be Collected and Disposed by Contractor.

Holiday tree Collection services shall be provided at no additional cost to the City or the Customer. Contractor may require that Christmas trees be cut into sections no greater than six (6) feet.

#### **5. Drop Boxes and Compactors**

Contractor shall allow for a Commercial Customer to use a Drop Box or Compactor for Discarded Materials Collection to meet the Generator's temporary or permanent Disposal needs. In such case, Contractor shall provide Customer with a choice of Container capacities ranging from ten (10) to forty (40) cubic yards. Contractor shall ensure that Drop Boxes used for containing putrescible materials are temporary and Collected at least one (1) time per week. Customers using Compactors for containing putrescible materials are required to receive Collection service at least one (1) time per week. Contractor shall charge the City approved Rates for such service.

#### **6. Annual Leaf Program.**

Contractor shall make available to all Commercial Customers at their Aladdin Street office leaf bags for the purpose of leaf Collection from the Customer's property. The leaf bags shall be Collected by the Contractor as part of Organic Materials on the same day as that Customer's scheduled Organic Materials Collection Services. Each Commercial Customer may place up to ten (10) leaf bags out for Collection on an applicable Collection day. Leaf bags shall be placed Curbside.

Each Rate Period, and upon proof of Customer residence or business address in the City of San Leandro, Contractor shall provide up to ten (10) leaf bags per Customer at no additional charge to the Customer. Contractor shall, at minimum, provide access to leaf bags for pickup by Customers annually from October 1 through January 15, subject to the inventory limits described in this Section. Contractor shall be required

## **EXHIBIT B3**

### **COMMERCIAL SERVICES**

to Collect leaf bags from Customers annually between October 1 and January 31. Contractor shall maintain an inventory of leaf bags sufficient to serve the annual Customer demand but shall not purchase leaf bags such that the annual inventory for all Customers exceeds two thousand (2,000) bags, unless otherwise directed by the City. Contractor shall purchase leaf bags utilizing funds allocated to the annual public education and outreach program budget described in Exhibit C. Contractor shall report quarterly, in accordance with Exhibit D, the number of leaf bags distributed each year.

#### **7. Construction & Demolition Material Collection**

- A. **General.** Contractor shall Collect C&D Debris from Customers that directly subscribe to its C&D Collection services. Contractor shall charge Customers for C&D Collection services at City-Approved Rates.
- B. **Acceptable Material.** Contractor may Collect C&D from construction, remodeling, repair, or demolition operations. C&D may be mixed materials delivered to a Designated Facility for C&D Recycling; Source Separated C&D Debris Collected for Recycling; and/or Source Separated Reusable Materials Collected for salvage and Reuse. C&D may contain only de minimis amounts of Solid Waste generated at the C&D Collection Sites. Contractor may Transport Source Separated Recyclable Materials, such as Cardboard and metals, and Yard Trimmings, from the C&D Collection Sites, if the materials result from the construction, remodeling, repair, or demolition work at the C&D Collection Sites.
- C. **Transport and Processing.** Contractor shall Deliver C&D to the Designated C&D Processing Facility for Processing on-site and/or for Transfer to a third party for Processing. Contractor shall deliver Source Separated Reusable Materials to the Approved Reusable Materials Processing Facility for reuse through donation or sale of materials.
- D. **Container Types and Collection Frequency.** Contractor shall offer Customers various size Bins and Roll-Off Boxes for Collection of C&D, subject to review and approval by the City Contract Manager. C&D Containers shall conform to all requirements of Sections 5.5 of this Agreement. Contractor shall Collect C&D Debris within one (1) Working Day of an initial Customer request, and at an ongoing frequency agreed upon with the individual Customer. Contractor shall provide requested Collection of C&D Debris within two (2) Working Days of a Customer request for a one-time Collection.

**EXHIBIT B4:  
CITY SERVICES**

---



## EXHIBIT B4

### CITY SERVICES

#### 1. Commercial Customer Services to City Facilities

Contractor shall Collect Recyclable Materials, Organic Materials, and Solid Waste from City facilities and the San Leandro Unified School District (SLUSD) in the same manner as those services are provided to Commercial Customers. Contractor shall provide service to all existing City facilities identified in Exhibit B5 as well as any future City facilities established after the Commencement Date, and the cost of providing such service shall be an allowable cost of business, included in the adjustment of Rates as described in Exhibit E. Collection shall occur at least once per week or more frequently as requested by the City or SLUSD for each site. Contractor shall provide and maintain Collection Containers for the City and SLUSD's use. Contractor shall work with the City and SLUSD to ensure that each City and SLUSD facility (including but not limited to public spaces such as parks) receives service that adequately meets the generation needs at that facility. Contractor shall ensure that all City facility and SLUSD Service Levels are reviewed and updated every three (3) years during the Term. Contractor shall deliver Drop Boxes by the following Working Day of City or SLUSD request. Contractor shall Collect, empty, and return Drop Boxes by the following Working Day of City or SLUSD request. Contractor shall remove and not return Drop Boxes by the following Working Day of City or SLUSD request. Such twenty-four (24) hour time limits shall be extended such that City or SLUSD shall inform Contractor of the need for Saturday, Sunday, or Monday service no later than 12:00 p.m. on the immediately preceding Thursday. Contractor shall provide services to City and SLUSD facilities at the Rates approved by the City. Notwithstanding any other provision in the Agreement or the Exhibits thereto, in the event that SLUSD ceases or significantly reduces its use of Contractor's services, Contractor's Compensation will be adjusted to account for lost revenues and decreased costs by means of a Rate adjustment effective with the next succeeding Rate Period in accordance with the following provisions in this Section 1. The Rate Adjustment Factor determined under Exhibit E1 or Exhibit E2, whichever applies, for the next succeeding Rate Period will be increased by a percentage determined by (a) subtracting the reduction over the most recent twelve months compared to the prior twelve months in the sum of Labor-Related Costs, Vehicle-Related Costs (excluding Fuel), Fuel Costs and Other Costs attributable to SLUSD in accordance with the next sentence, from (b) the reduction over the most recent twelve months compared to the prior twelve months in the revenues from SLUSD, and (c) dividing the result of (b) minus (a) by total franchise revenues for the prior twelve months. The Labor-Related Costs, Vehicle-Related Costs (excluding Fuel), Fuel Costs and Other Costs attributable to SLUSD shall be determined by comparing the total number of lifts for SLUSD to the total number of lifts for all Customers under the Agreement. Such costs allocated to SLUSD for Rate Period One have been determined by applying the lift allocations in the below table to the costs proposed in Exhibit G1. For example, if the Rate Adjustment Factor for the next Rate Period would be 2% without taking into account this Section 1, and the percentage determined under this Section 1 is 0.8%, then the Rate Adjustment Factor would become 2.8%. In the event that SLUSD's ceasing or reducing its use of Contractor's services occurs prior to the Commencement Date, the Rate adjustment pursuant to this Section 1 for Rate Period Two will be increased to reflect the fact that Rate Period One consists of seventeen months rather than twelve months.

Bins	Total Lifts (All Sectors)	Total Lifts (Schools)	Allocated School Percentage
GARBAGE	1,624	44	2.71%
ORG	88	0	0.00%
RECYCLE	732	23	3.14%

Carts	Total Lifts (All Sectors)	Total Lifts (Schools)	Allocated School Percentage
GARBAGE	14,475.00	1	0.01%
ORG	16,683.00	85	0.51%
RECYCLE	16,024.00	32	0.20%

## **EXHIBIT B4 CITY SERVICES**

### **2. On-Call Clean Up Service**

In addition to the services to be provided in accordance with Section 1 of this Exhibit B4, and Section 4.4 of the Agreement, Contractor shall provide Collection and Transportation service of up to four hundred and eighty (480) cubic yards of on-call clean-up service per year, upon City request. At the City's sole option, the City may direct the Contractor to provide such clean-up capacity in the form of temporary Drop Box service for community events, creek vegetation removal, large clean-up events at locations throughout the City, or any other arrangement deemed appropriate by the City Contract Manager. The Parties acknowledge that the intent of this program is not to support the ongoing, regular Collection needs associated with new developments in the City, but rather to support the City through targeted, short-term, clean-up events. Contractor shall be entitled to charge the City for quantities that exceed four hundred and eighty (480) cubic yards per complete or partial calendar year in accordance with the Rates specified in Exhibit G3.

Contractor shall, in response to a written request from the City Contract Manager, deliver to and Collect Drop Boxes from locations not designated as City facilities, as directed by the City Contract Manager. The City Contract Manager's request to Contractor shall specify the date of delivery and Collection of the Drop Box Containers, the location(s) for delivery, and the number of and size of the Drop Box Containers to be delivered. Contractor shall deliver Drop Boxes by the next Working Day following City request. Contractor shall Collect, empty, and return Drop Boxes by the next Working Day following City request. Contractor shall remove and not return Drop Boxes by the next Working Day following City request.

### **3. Climate and Disaster Emergency Services**

Contractor shall provide emergency services (i.e., special Collections, Transport, Processing, and Disposal) at the request of the City Contract Manager in the event of major accidents, disruptions, or natural calamities in accordance with Section 4.15. Contractor shall be capable of providing emergency services within twenty-four (24) hours of notification by the City Contract Manager or as soon thereafter as is reasonably practical in light of the circumstances. For any services which exceed the scope of services under this Agreement, Contractor shall be entitled to compensation in accordance with Section 4.15. The City shall have discretion in the method of such compensation between direct payments by the City and allowing such costs to be considered in the adjustment of Rates for the following Rate Period.

### **4. News Media Relations**

Contractor shall notify the City Contract Manager by email of all requests for news media interviews related to the Collection Services program within twenty-four (24) hours of Contractor's receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Customer perception of services, Contractor will discuss Contractor's proposed response with the Contract Administrator.

Copies of draft news releases or proposed trade journal articles related to the provision of Collection Services under this Agreement shall be submitted to City for prior review and approval at least five (5) Business Days in advance of provision to such Persons, except where Contractor is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case



## **EXHIBIT B4**

### **CITY SERVICES**

Contractor shall submit such materials to City simultaneously with Contractor's submittal to such regulatory agency.

Copies of articles resulting from media interviews or news releases shall be provided to the City within five (5) Business Days after publication.

#### **5. Waste Generation, Characterization, and Pilot Studies**

Contractor acknowledges that City, CalRecycle, or other governmental agencies may wish to perform generation and characterization studies periodically with respect to materials covered under this Agreement. Contractor agrees to participate and cooperate with City and its agents and to perform studies and data collection exercises, as needed, to determine weights, volumes and composition of materials generated, Disposed, Diverted or otherwise Processed. If City requires Contractor to participate in such a study, Contractor and City shall mutually agree on the scope of services to be provided by Contractor, schedule for conducting the study, and the amount of compensation, if any, that the City will pay to Contractor for such participation in order to minimize impacts on Contractor's operations. In any event, Contractor shall permit and in no way interfere with the Collection and handling of the subject materials by other Persons for such purposes as long as such activities do not conflict with Contractor's permit requirements.

Contractor acknowledges that the City intends to conduct pilot studies during the Term of this Agreement with the goal of continuing to find innovative ways to Divert materials generated in the City from Disposal, as well as to mitigate negative environmental impacts associated with programs and services provided under this Agreement. Additionally, the City may, from time to time during the Term, wish to participate in other pilot studies related to the Customers, operations, and materials that are the subject of this Agreement. If City requires Contractor to participate in any such a pilot study, Contractor and City shall mutually agree on the scope of services to be provided by Contractor and the amount of compensation, if any, that the City will pay to Contractor for such participation. In any event, Contractor shall permit and in no way interfere with the Collection and handling of the subject materials by other Persons for such purposes as long as such activities do not conflict with Contractor's permit requirements.

#### **6. City Farmers Markets**

Each year, Contractor shall provide weekly Recyclable Materials, Organic Materials, and Solid Waste services to the San Leandro Farmer's Market during the months of April through October at no cost to the City. The City shall confirm the Farmer's Market schedule with Contractor by March 1 of each year. Contractor shall provide and set-up four (4) service stations for use by market attendees during each market event that include a Recyclable Materials Container, Organic Materials Container, and Solid Waste Container. Contractor shall deliver such Containers to the market location within twelve (12) hours prior to the start of each market day and shall remove full Containers within one (1) business day of the close of each market day. Contractor shall deliver Collected materials to the appropriate Designated Facility for Processing and/or Disposal. Contractor shall report the tonnage of material collected from each event by material type in the quarterly reports required by Exhibit D.

## **EXHIBIT B4**

### **CITY SERVICES**

#### **7. City Big Belly Cans**

Contractor shall provide service for a total of eight (8) dual stream, fifteen (15) single stream Solid Waste, and fifteen (15) single stream Recyclable Materials Big Belly Containers. Containers shall be serviced at the locations identified in Exhibit L. Contractor shall purchase or lease, and may subscribe for maintenance on, any or all of the Big Belly Containers. No later than February 1, 2025 Contractor shall place five (5) dual stream and ten (10) Recyclable Materials Big Belly Containers at locations as directed by the City. Such Containers will contribute to the total Big Belly inventory as described above.

Contractor shall be responsible for any non-warranty service to keep all Big Belly Containers in working order. All such costs for the purchase, lease, service and maintenance of the Big Belly Containers shall be allowable in the container replacement three-year rolling average and in the cost based review for container maintenance.

Contractor shall service Big Belly Containers no less than two (2) times per month to ensure that the Containers do not overflow and/or cause any health or safety hazards or nuisances. Contractor shall maintain the source separation of Solid Waste from Recyclable Materials Collected from Big Belly Containers to maximize diversion of Recyclable Materials.

**EXHIBIT B5:  
CITY FACILITY SERVICE LEVELS, LOCATIONS, AND  
SPECIAL EVENTS**

---



## EXHIBIT B5

### CITY FACILITY SERVICE LEVELS, LOCATIONS, AND SPECIAL EVENTS

Contractor will Collect Recyclable Materials, Organic Materials, and Solid Waste from City facilities (including parks) in the same manner as those services are provided to Commercial Customers. Contractor shall provide service to all City facilities, present and future. Contractor shall provide special event services pursuant to Section 4.8 of the Agreement. Listed below are the current and planned City facilities and special events to receive Collection services:

City Sponsored Event	Number of Days

City Facility Name	Address
CITY HALL	835 E 14TH ST
SOUTH OFFICES	999 E 14 ST
FIRE STATION #9	450 ESTUDILLO AVE
FIRE DEPARTMENT #1	451 ESTUDILLO AVE
FIRE DEPARTMENT #10	2194 WILLIAMS ST
FIRE DEPARTMENT #12	1065 143RD AVE
FIRE STATION #11	14903 CATALINA ST
SAN LEANDRO LIBRARY	300 ESTUDILLO AVE
MANOR BRANCH LIBRARY	1241 MANOR BLVD
SOUTH BRANCH LIBRARY	14799 E. 14TH ST
MULFORD LIBRARY FACILITY	13055 AURORA DR
MULFORD MARINA PARK BRANCH LIBRARY	13699 AUORA DR
SAN LEANDRO MARINA	DOCK G H RD N
SAN LEANDRO MARINA	NEPTUNE
MARINA COMMUNITY CENTER	15301 WICKS BLVD
CHERRY GROVE PARK	LEONARD DR
MARINA PARK	MONARCH BAY
STENZIL PARK	WICKS BLVD
MEMORIAL PARK	CALLAN AVE
WASHINGTON MANOR PARK	ZELMA ST
THRASHER PARK	ORCHARD AVE
CHABOT PARK	SYLVAN CIR
BURRELL FIELD/SL BALL	1187 MONTAGUE
HALCYON	1245 147TH
BONAIRE PARK	JUNIPER
CITY GOLF COURSE	13820 MONARCH BAY DRIVE
SENIOR COMMUNITY CENTER	13909 E 14TH ST
CITY OF SAN LEANDRO	13055 AURORA DR

**EXHIBIT B5**  
**CITY FACILITY SERVICE LEVELS, LOCATIONS, AND SPECIAL**  
**EVENTS**

City Facility Name	Address
CASA PERALTA	384 W. ESTUDILLO
FARRELLY POOL	864 DUTTON
CITY WATER POLUTION CENTER	3000 DAVIS ST
PUBLIC WORKS SERVICE CENTER	14200 CHAPMAN RD

**EXHIBIT C:  
PUBLIC EDUCATION AND OUTREACH  
REQUIREMENTS**

---





## **EXHIBIT C**

### **PUBLIC EDUCATION & OUTREACH PLAN**

#### **1. General Administration**

The City places the utmost importance on effective public outreach and education in helping residents and businesses fully understand options for and benefits of Source Reduction, reuse, Recycling, and Composting. General provisions for public education and outreach are as follows:

- A. Within ninety (90) days of the Effective Date, Contractor shall provide a Transition Outreach Plan for City Contract Manager review and approval. Such Transition Outreach Plan shall indicate Contractor's strategy for providing targeted Customer education and outreach highlighting any changes from the services provided under the previous franchise agreement. The Transition Outreach Plan shall cover the time period between the Effective Date and the first day of Rate Period Two and include an itemized description of how Contractor's Transition Plan budget (described in Section 4 of this Exhibit C) will be spent.
- B. Prior to the Commencement Date and by October 1 of each following year during the Term of this Agreement, Contractor shall develop and submit an annual public education plan to promote the programs performed by Contractor under this Agreement. Contractor's public education plan shall include the annual Diversion Plan as described in Section 5.11. Each public education plan shall specify the target audience for services provided, include upcoming promotions for ongoing and known special events, identify program objectives, individual tasks, each public education material to be developed or updated, opportunities for expanded partnerships, a timeline for implementation, and an itemized description of how Contractor's annual public education budget (described in Section 4 of this Exhibit C) will be spent. The City Contract Manager shall be permitted to provide input on each annual public education plan, and the plan shall not be finalized or implemented without approval of the City Contract Manager. Each plan's implementation success shall be measured according to the deadlines identified and products developed. Contractor shall meet with the City Contract Manager to present and discuss the plan, review the prior year's activities (including sponsorships and services provided to City-sponsored events) and determine whether community activities and the provision of services to the City reflect the needs of City staff and the City Council. City Contract Manager shall be allowed up to thirty (30) calendar days after receipt to review and request modifications. The City Contract Manager may request, and Contractor shall not unreasonably deny, modifications to be completed prior to approving the plan. Contractor shall have up to fifteen (15) Business Days to revise the plan in response to any requested changes by the City Contract Manager. Any further delays may result in Liquidated Damages for failure to perform education and outreach activities as identified in Exhibit F. Each Business Day that the plan is late shall count as a single event/activity.
- C. Upon request from the City Contract Manager, City Contract Manager and Contractor's Contract Manager (or their respective designees) shall meet up to one (1) time per month to discuss services, outreach, and educational campaigns and request changes or adaptations to the annual public education plan.
- D. Contractor shall distribute instructional information, public education, and promotion materials in advance of, and following, commencement of services. This shall entail, at a minimum, distributing program literature to all Customers at the commencement of the Agreement as well as to any new Customer during the Term of the Agreement. Contractor shall use multiple media sources including print, radio, television, electronic/ social media, and events to notify Customers of the change in

## **EXHIBIT C**

### **PUBLIC EDUCATION & OUTREACH PLAN**

their services and to highlight new program offerings. Transition and ongoing sector-specific collateral materials shall be developed and distributed. Contractor shall submit all draft public education materials to City Contract Manager for review and approval.

- E. When developing outreach, educational, and promotional materials, Contractor shall work with the City to understand goals and objectives and ensure coordinated messaging, then begin drafting the content and developing a graphic mock-up. All outreach and educational materials shall be thematically branded with consistent color, graphics, font, look and feel; produced in English; and photo-oriented to appeal to varied language and literacy levels. Contractor shall translate educational materials into up to two other languages as requested by the City to meet SB 1383 education requirements. Materials shall also be made available in digital form and shall be printed double-sided whenever possible, on the highest available post-consumer Recycled and Recyclable paper. Prior to finalizing any collateral materials, and no fewer than four (4) weeks prior to the deadline for distribution, the draft shall be provided to the City for a final review. The draft shall then be sent for printing and distribution.
- F. All City facilities shall receive any and all public education and outreach materials and services provided to the Commercial sector. Contractor shall provide all printed public education materials to City offices and facilities to have available for the public that visits those facilities and shall replenish the materials as requested by the City Contract Manager.
- G. Contractor shall develop and utilize Non-Collection Notices and Courtesy Notices in clear instances of Customer non-compliance. Contractor shall develop and maintain a system of keeping records of and following up with Customers who receive Non-Collection Notices and Courtesy Notices during Collection of materials.
- H. Contractor shall develop a visually engaging, and easily navigable website specific to its operations in the City, with a section specific to City programs and Customers, that will be used to post educational materials for download, highlight program successes and provide Diversion statistics. Contractor's website shall comply with the accessibility standards prescribed by the Americans with Disabilities Act (ADA) state and local governments (Title II) and businesses that are open to the public (Title III). Contractor shall maintain the website such that all information is current and relevant to San Leandro Customers. The City Contract Manager may direct Contractor to make changes to the website to incorporate City-specific information or to enhance the site's accessibility, navigation, or visual appeal. Contractor shall make such requested changes to Contractor's website within fourteen calendar (14) days unless a longer time period is requested by Contractor and approved by the City Contract Manager. Contractor shall report website engagement and traffic in accordance with Exhibit D, Section 1.E.
- I. Contractor shall perform the education and outreach related to Edible Food recovery required under SB 1383. Such outreach shall, at a minimum, include providing annual notification to Customers regarding the City's Edible Food recovery programs, options for Edible Food recovery in the City, and Commercial Edible Food Generator (as defined by SB 1383) responsibilities regarding Edible Food recovery under SB 1383. Contractor shall additionally, upon request by the City, develop and maintain a list of food recovery organizations and food recovery services in the City, and work with the City Contract Manager to ensure such list is available to be posted on the City's website.

## **EXHIBIT C**

### **PUBLIC EDUCATION & OUTREACH PLAN**

- J. In addition to the public education, outreach, and technical assistance activities and collateral described in this Exhibit C, Contractor shall promote environmental sustainability among the City's K-12 school students.

#### **2. Public Education and Outreach Team**

To best achieve the highest possible level of public education and awareness, Contractor shall employ no less than two (2) full-time equivalent staff members (Sustainability Specialists) to coordinate and implement all public education and outreach activities required by this Agreement throughout the Term of the Agreement. The public education and outreach staff shall, at a minimum, perform the following tasks:

- A. Work to develop partnerships with and incorporate City program and educational activities into Contractor activities, and vice versa;
- B. Prepare proposals and presentations to City entities and/or departments;
- C. Participate and represent Contractor in community activities;
- D. Coordinate and produce the annual education and outreach plan required by Section 1 of this Exhibit C to the Agreement;
- E. Coordinate implementation of the annual public education plan;
- F. Perform annual visits to identify the service needs of Customers, other than Single-Family Customers, by conducting "Diversion Opportunity Assessments" of Customer locations and facilities (See Exhibit C.3 Diversion Opportunity Assessments for a detailed description);;
- G. Provide all Customers with appropriate educational information necessary to make informed, environmentally-forward decisions relative to waste reduction, reuse, and Diversion activities.
- H. Assist in planning service needs for special events and large venues with a focus on reducing the Disposal of materials resulting from such events or venues; and,
- I. Create and distribute reports as required under this Agreement and/or requested by City Contract Manager.

#### **3. Diversion Opportunity Assessments**

Contractor shall provide Diversion opportunity assessments to Commercial and Multi-Family Customers which shall be implemented by Sustainability Specialists. Contractor shall include in the annual public education and outreach plan details on how they will meet the below requirements for providing Diversion Opportunity Assessments for the coming year.

- A. Annually notify every Multi-Family and Commercial Customer of the opportunity to have a Diversion Opportunity Assessment performed, the benefits of such an assessment, and how to schedule the assessment.

## **EXHIBIT C**

### **PUBLIC EDUCATION & OUTREACH PLAN**

- B. Provide assessments to four hundred (400) Commercial and/or Multi-Family Customers per year. Contractor shall set priorities with City staff annually and then codify these in the annual public education and outreach plan identifying which Customers are priorities for receiving Diversion Opportunity Assessments. Customers who have not been documented as having on-going contamination issues do not need to be prioritized for Diversion Opportunity Assessments but must still receive all other forms of education and outreach materials. However, because the Contractor is notifying Customers of this opportunity, all Multi-Family or Commercial Customers requesting a Diversion Opportunity Assessment will receive a Diversion Opportunity Assessment regardless of whether they were identified as a priority Customer in the annual public education and outreach plan. New start Customers and Customers who have received Courtesy Notices and/or Non-collection Notices will automatically be considered priorities for Diversion Opportunity Assessments.
- C. Provide assessments that include, at minimum:
1. Site Visit. Contractor's Sustainability Specialists shall perform a site visit to confirm services on site match what services are on record, look for contamination issues and opportunities for increased Diversion, determine what type and how much of each Discarded Material is being generated, evaluate the Discarded Material streams to identify special wastes and major contaminants, identify any service or enclosure issues, look at the trash enclosure/area to denote specifics about the site (i.e. any access or overhead issues, locked enclosures, space constraints), and inform Customer of mandatory ordinances they must comply with including SB 1383, Alameda County's Organics Reduction and Recycling Ordinance (ORRO), and other ordinances as applicable. Sustainability Specialists shall take photos to share with Customers during follow-up phone calls, emails, and meetings.
  2. Identify Primary Contact. During each site visit, Contractor's Sustainability Specialists shall proactively attempt to identify and speak with an operational contact who can serve as a primary contact and ideally an advocate for Diversion programs within the organization or property management. If no contact is available, Sustainability Specialists shall leave their contact information and educational information for the Customer.
  3. Follow up Phone calls and Emails. Recommendations for waste reduction, contamination prevention, staff trainings, and Service Level or frequency modification (if appropriate) shall be made via email to the Customer after the initial site visit. The recommendations for Service Level changes shall take into account materials generated on site, Customer requests, and routing and space constraints. The Sustainability Specialists shall also offer educational trainings or presentations for Customer's employees and/or tenants..
  4. Confirmation of Compliance. Contractor's Sustainability Specialists shall confirm that Customer is provided outreach, and sources of information for site compliance, and that property has proper recycling, organics and solid waste receptacles in accordance with SB1383.
- D. Contractor's Sustainability Staff shall provide the following activities upon Customer request, or as needed to increase Diversion efforts at Commercial and Multi-Family properties.
1. Trainings and Presentations. The purpose of trainings or presentations are to ensure that site staff and/or tenants are familiar with what goes where, understand that program participation is required, provide an opportunity for staff and/or tenants to ask questions, and assess program comprehension. Trainings or presentations will vary depending on the type of facility

## **EXHIBIT C**

### **PUBLIC EDUCATION & OUTREACH PLAN**

or business, the audience for the presentation (janitorial staff versus Generators), the amount of time available, and other logistical details specific to the site. Property management must provide education annually regarding SB 1383 and upon new employee on-boarding. For Multi-Family sites, this requirement is annually and upon resident move-in/move-out. Contractor shall support Commercial and Multi-Family Customers with fulfilling such requirement through trainings and presentations.

2. Facility Walkthroughs. Contractor's Sustainability Specialists shall, to the extent permitted by the Customer, make note of the type and size of the business, the facility layout, the interior bin configuration (centralized vs deskside bins) and other factors that might impede the success of Diversion programs (language barriers, insufficient interior bins, lack of signage, staff disinterest, etc.). The Sustainability Specialists will observe the contents of interior bins to spot issues of contamination, ask about bin liners that may be in use to confirm prohibited liners are not being used, and note the lack of the presence of color-coded, three (3) bin-systems. The Sustainability Specialists will also determine the system for moving Discarded Materials from inside the building to Contractor-serviced containers. They will make note of any overflowing containers or Contamination and may make suggestions for Service Level changes to maximize Diversion. The Sustainability Specialists shall take pictures and collect notes that will inform the recommendations made afterward.
  3. Distribution of Educational Materials. Contractor's Sustainability Staff shall distribute posters, Recycling guides, signage, and other collateral to promote Diversion activities, educate Generators, and meet the education requirements of AB 827, SB 1383, and other Applicable Laws. Outreach materials shall be provided by the Sustainability Specialists in accordance with the needs of the facility. Outreach materials include all those described in this Exhibit C. The purpose of providing outreach materials is to educate Customers, increase Customer comprehension of acceptable items in the Recyclable Materials and Organic Materials streams through images and text, and to clarify what materials are not permitted for Disposal, especially hazardous waste.
  4. Additional and/or Follow-up Site Visits, Phone Calls and/or Emails. The Sustainability Specialists shall, at minimum, follow-up with a phone call and email to the property management and/or the operations team regarding the status of program implementation, to confirm new Service Levels are appropriate, and/or to address any issues with access, use, or service of Containers.
- D. Compile quarterly reports to submit to the City as outlined in Exhibit D.

#### **4. Annual Budget**

In addition to staffing expenses, Contractor shall spend, for the Transition Outreach Plan described in Section 1.A of this Exhibit C, no less than \$153,200. In Rate Period Two, Contractor shall, in addition to staffing expenses, spend no less than \$407,500 on the public education and outreach services described in this Exhibit C. The Rate Period Two budget shall be adjusted annually thereafter by the same percentage used to adjust Rates pursuant to Exhibit E. Annually, Contractor shall provide to the City Contract Manager for review and approval a detailed description of how such budget will be spent as part of the annual public education plan to be developed in accordance with Section 1 of this Exhibit C. At the conclusion of each Rate Period, and at the City's sole discretion, any unused funds shall be either transferred directly to the City or added to the following Rate Period public education budget such that the following Rate Period's budget is equal to the annual budget plus the unused funds from the prior year. For example, if

## **EXHIBIT C**

### **PUBLIC EDUCATION & OUTREACH PLAN**

at the end of Rate Period four (4) there is one thousand dollars (\$1,000) of unspent education and outreach funds; and the annual budget for Rate Period five (5) equals ten thousand dollars (\$10,000); then the new annual budget for Rate Period five (5) shall be eleven thousand dollars (\$11,000). Any amounts exceeding the budget shall be recoverable by the Contractor in the following Rate Period. Contractor shall be prohibited from expending such funds without the prior written approval of the City Contract Manager. Any expenditures not approved by the City in advance shall neither be counted in Contractor's annual public education and outreach budget, nor be recovered through Rates.

## **EXHIBIT D: REPORTING REQUIREMENTS**

---





## **EXHIBIT D**

### **REPORTING REQUIREMENTS**

Records shall be maintained in forms and by methods that facilitate flexible use of the data contained in them to structure reports as needed. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

- Determine and set Rates and evaluate the financial efficacy of operations.
- Evaluate past and expected progress towards achieving the Contractor's Diversion goals and objectives.
- Provide concise and comprehensive program information and metrics for use in fulfilling reporting requirements under Applicable Law.
- Determine needs for adjustment to programs.
- Evaluate Customer service and Complaints.
- Determine Customer compliance with AB 341, AB 1826, SB 1383, and any subsequent State-mandated Recycling requirements.

#### **1. Quarterly Report Content**

Quarterly reports shall be presented by Contractor to show the following information for each quarter. In addition, each quarterly report shall include quarterly year-to-date subtotals that includes the data submitted from the quarterly report(s) submitted in the calendar year prior to the submittal of the current report.

##### **A. Tonnage Report**

1. Tonnage delivered to each Approved or Designated Facility by Customer Type and material type, subtotalling and clearly identifying those Tons that are Diverted and those that are Disposed.
2. Units of Used Oil, Used Oil Filters, E-Waste, U-Waste, and Bulky Items Collected by Customer Type.
3. Solid Waste Tonnage Disposed.
4. Bulky Items and Reusable Materials Tonnage Marketed and Tonnage Disposed from non-Divertible materials and Processing Residue.
5. Quarterly Diversion rate by Customer Type and in aggregate for all Customer Types under this Agreement, based on the calculation methodology described in Section 5.11.

##### **B. Revenue Report**

Provide a statement detailing Gross Receipts from all operations conducted or permitted pursuant to this Agreement. Include a list of the total amount of Customer deposits held for each Customer in accordance with Section 4.11.C, the total amount of deposits received during the reporting period for new and previously delinquent Customers, and the total amount of deposits returned to Customers during the reporting period. Such list shall be anonymized to protect Customer identity.

## **EXHIBIT D**

### **REPORTING REQUIREMENTS**

Provide a list of Customers that are forty-five (45) or more calendar days past due and include the following information for each delinquent account: name; service address; contact information; number of days the account is delinquent; and method(s) the Contractor has used to attempt collection of the bad debt including date of such attempt(s).

#### **C. Customer Report**

1. Number of Customers by Customer Type.
2. Number of Containers at each Service Level by Customer Type and program. Summarizing the total gallons of Cart service, cubic yards of Bin service, and pulls and cubic yards or Tons of Drop Box and Compactor service by Customer Type. Report should calculate the average volume of service received per: Single-Family Dwelling Unit; Multi-Family Dwelling Unit; Commercial Customer; and, Drop Box Customer.
3. List of all Customers without a current Recyclable and/or Organic Materials Collection Service exemption. Such list shall include each Customer's service address and subscribed Solid Waste, Recyclable Materials, and Organic Materials Service Levels, the type of Service Level exemption, the expiration date of the Customer's Service Level exemption, and any other information as required by Section 4.14 of the Agreement.
4. List of any Customer that is not compliant with AB 341, AB 1823, or SB 1383. Such list shall include each Customer's service address, their subscribed Solid Waste, Recyclable Materials, and Organic Materials Service Levels, and any other information as required by Section 5.11 of the Agreement.
5. Number of Bulky Item/Reusable Materials Collection events by Customer Type.
6. List of active C&D Customers.

#### **D. City Services Report**

1. City facility Diversion rate report (i.e., volume of service by service type received by each City Facility and the percentage of the total Service Levels that are for Diversion services relative to the total).
2. Status report on the City's Public Litter Container service including all reporting requirements identified in Section 4.9.
3. Summary report on the programs offered to City as described in Exhibit B4 focused on when each service was provided and any issues/concerns identified.

#### **E. Customer Service Report**

1. Number of Customer calls listed separately by Complaints and inquiries (where inquiries include requests for Recycling information, Rate information, etc.). For Complaints, list the number of calls separately by category (e.g., missed pickups, scheduled cleanups, billing concerns, damage claims).
2. Copies of all SB 1383 Complaint investigation reports, which shall include at a minimum: the Complaint as received; date the Contractor investigated the Complaint; documentation of the

## **EXHIBIT D**

### **REPORTING REQUIREMENTS**

findings of the investigation; any photographic evidence collected during the investigation; and, Contractor's recommendation to the City on whether or not the entity investigated is in violation of SB 1383 based on the Contractor's investigation.

3. Number of missed or incomplete Collections reported in total, and per one thousand (1,000) Service Opportunities in the City Service Area, presented in a graph format, which compares total missed Collections in the City Service Area during the current report period to total missed Collections in the City Service Area in past reporting periods.
4. Number of new service requests for each Customer Type and program.
5. Number of events of Discarded Materials being tagged for non-Collection summarized by the reason for tagging (e.g., inclusion of non-Recyclable or non-Compostable materials, improper set-out, Hazardous Waste).
6. Number of Courtesy Collections summarized by the reason for leaving a Courtesy Notice (e.g., inclusion of non-Recyclable or non-Compostable materials, improper set-out, Hazardous Waste).
7. List of Customers for which Contractor has performed a Courtesy Collection, including the Customer address, and material type for which the Courtesy Collection was performed.
8. Number of hits and unique visitors to the Contractor's website.
9. Provide copies of the City-specific Collection service and Rate information sheet, training agenda, and associated documentation used for and distributed during each Customer service representative training.

#### **F. Education and Outreach Report**

1. Provide a status report of Contractor's actual activities completed and budget expended compared to the annual public education plan and budget. For each completed item, document the results including what date the activity was performed, how many Customers were targeted or participated, and what methods were used to accomplish the task, if different from the plan.
2. Summarize the Diversion Opportunity Assessments provided to Customers (reporting Multi-Family separate from Commercial) by identifying the:
  - Number of Diversion opportunity assessments conducted each quarter in the most-recently completed quarter.
  - Contact information including address, contact names, and telephone number of Persons contacted.
  - Number of Dwelling Units (for Multi-Family)
  - Recyclable Materials, Organic Materials, and Solid Waste Service Level for each complex. Include any Service Level changes resulting from such visits.
  - What educational materials were provided to the Customer.

## **EXHIBIT D**

### **REPORTING REQUIREMENTS**

3. Provide dates, times, and group names of meetings and events where Contractor provided educational presentations and tabling, and number of people reached at each meeting or event.
4. Provide dates, times, and names of schools where presentations were performed.
5. For links and attachments distributed in Customer bill inserts, provide the following data when available through Contractor's CRM software: open rate for emails, click rate for links, read rate for emails, bounce rate of emails, click-through rate for links, and click to open rate.
6. Provide key analytics related to website traffic.

#### **G. Contamination Monitoring Report**

1. The number of Contractor Route reviews conducted pursuant to Exhibit J of this Agreement.
2. Description of the Contractor's process for determining the level of contamination.
3. A record of each inspection and contamination incident, which shall include, at a minimum: name of Customer; address of Customer; date the contaminated Container was observed; staff who conducted the inspection; total number of violations found and a description of what action was taken for each; copies of all notices, and enforcement orders issued or taken against Generator with Prohibited Container Contaminants; any photographic documentation or supporting evidence; documentation of the total number of Containers Disposed of due to observation of Prohibited Container Contaminants; list of all Customers assessed contamination Processing fees, pursuant to Exhibit J of this Agreement, reported separately by Single-Family, Multi-Family, and Commercial Customers and including the Customer name, Customer address, and reason for the assessment of the contamination Processing fee, and the total number of instances contamination Processing fees were assessed in the quarter and the total amount of fees collected in the quarter; and, any other information reasonably requested by the City or specified in contamination monitoring provisions of this Agreement.

#### **H. Bulky Item Collection, Textile Collection, Leaf Litter Collection, and Holiday Tree Services**

For each additional service (i.e., Bulky Item and holiday tree Collection Services) provide Disposal Tons, Diversion Tonnage, number of stops serviced by a third-party reuse vendor, number of Bulky Items (by Bulky Item type) and E-Waste, and number of Single-Family Premises and Multi-Family Dwelling Units receiving Bulky Item Collection services. For the annual leaf program, report the number of leaf bags distributed and the number of Customers who received leaf bags, listed separately by Customer type. Reporting shall be provided for each most recently completed quarter.

#### **I. Pilot and New Programs Report**

For each pilot and/or new program, provide activity related and narrative reports on goals, milestones, and accomplishments. Describe problems encountered, actions taken and any recommendations to facilitate progress. Describe vehicles, personnel, and equipment utilized for each program.

## **EXHIBIT D**

### **REPORTING REQUIREMENTS**

#### **2. Annual Report Content**

The annual report shall be the fourth (4<sup>th</sup>) quarterly report in a calendar year, with annual totals, plus the following additional information.

##### **A. Summary Assessment**

Provide a summary assessment of the programs performed under this Agreement from Contractor's perspective relative to the financial and physical status of the program. The physical status assessment shall reflect how well the program is operating in terms of efficiency, economy, and effectiveness in meeting all the goals and objectives of this Agreement, particularly the Contractor's efforts to increase Diversion through the annual Diversion Opportunity Assessments. Contractor shall identify priority Customers that did not receive Diversion Opportunity Assessments, why they weren't provided, and any proposed changes to the program to improve efforts for the following year. For all programs, provide recommendations and plans to improve and highlight significant accomplishments and problems. Results shall be compared to other similar size communities served by the Contactor in the State.

##### **B. Vehicle Inventory**

Provide a listing of all vehicles used in performing services under this Agreement including the license plate number, VIN, make, model, model year, purchase date, engine overhaul and rebuild date (if applicable), and mileage on June 30.

This page intentionally left blank

**EXHIBIT E:**  
**RATE ADJUSTMENT METHODOLOGY**

---





## **EXHIBIT E**

### **RATE ADJUSTMENT METHODOLOGY**

#### **1. General**

Subject to the terms herein, the City shall adjust all Rates on an annual basis. Contractor shall submit its application for a Rate adjustment to the City Contract Manager on or before April 1 of each Rate Period where Rates shall be adjusted using the index-based methodology described in Exhibit E1. Contractor shall submit its application on or before February 1 for any Rate Period where Rates shall be adjusted using the cost-based methodology described in Exhibit E2. Contractor's Rate application shall document all calculations and include all supporting schedules, documentation of per-Ton charges for Approved and Designated Facilities, documentation of changes in governmental fees at Approved and Designated Facilities (if applicable), and any other documentation or evidence determined by the City Contract Manager to be reasonably necessary to ensure that the calculation of Rate adjustments has been performed in strict conformance to the requirements of this Exhibit E. Contractor shall notify all Customer's no less than thirty (30) calendar days prior to the implementation of any rate adjustment. The City reserves the right to modify the dates and timelines in this Exhibit as necessary to comply with Applicable Law.

The City Contract Manager shall make a good faith effort to approve Rates by May 25 of each year, and such Rates shall be effective on each subsequent July 1. If Rates are not effective by July 1 due to a delay caused solely by City, City shall allow Contractor to retroactively bill Customers for the amount of the Rate increase for any period of said delay that is solely caused by City (subject to the City's approval of how the retroactive adjustment is billed) or the City may compensate the Contractor for lost Gross Rate Revenues. In the case of a delayed Rate adjustment, the Contractor may bill the Customer during the next billing cycle to recoup the deferred Rate increase. If Rates are not effective by July 1 as a result of Contractor's delay in submitting the Rate application in a complete and accurate form, then prior Rates remain in effect until such adjustment is made and Contractor shall not be entitled to a retroactive adjustment for lost Gross Rate Revenues.

#### **2. Definitions**

Certain terms which are specific to this Exhibit (including Exhibits E1 and E2) are defined below:

- A. **"Annual Percentage Change"** means the annual percentage change in any of the indices defined below calculated as described in the following paragraph.

The Annual Percentage Change for a cost index shall be calculated as the Average Index Value for the most recently available 12-month period of the then-current Rate Period minus the Average Index Value for the corresponding 12-month period of the most-recently completed Rate Period and the result of which shall be divided by the Average Index Value for the same 12-month period of the most recently completed Rate Period.

For example, if the Contractor is calculating the Total Calculated Costs in January 2026 to be effective for Rate Period Two (July 2026 through June 2027), the Annual Percentage Change for the CPI-U would be calculated as follows:

## EXHIBIT E

### RATE ADJUSTMENT METHODOLOGY

[ (Average CPI-U for January 2025 through December 2025) minus  
(Average CPI-U for January 2024 through December 2024) ] divided by  
(Average CPI-U for January 2024 through December 2024)

The calculated Annual Percentage Change shall be carried to three (3) places to the right of the decimal and rounded to the nearest thousandths.

- B. **“Average Index Value”** means the sum of the monthly index values during the most recently available 12-month period divided by twelve (12) (in the case of indices published monthly) or the sum of the bi-monthly index values divided by six (6) (in the case of indices published bi-monthly).
- C. **“CPI-U”** means the Consumer Price Index, All Urban Consumers, all items, not seasonally adjusted San Francisco-Oakland-San Jose Metropolitan Area compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics.
- D. **“Diesel Fuel Index”** means the PPI Commodity data for Fuels and related products and power-No. 2 diesel fuel, not seasonally adjusted, Series Id: WPU057303, Base Period 1982 = 100, published by the U.S. Bureau of Labor Statistics.
- E. **“Disposal Cost”** means the cost of Disposing of Solid Waste at the Designated Disposal Facility.
- F. **“Electric Fuel Index”** means the power cost component for the then-current Rate Period adjusted by one hundred percent (100%) of the blended annual change in the April rates per kilo-watt hour (KWH) for PG&E.
- G. **“Fuel Index”** means any of the following: The Diesel Fuel Index, the Gasoline Fuel Index, the Electric Fuel Index, or the Natural Gas Fuel Index.
- H. **“Gasoline Fuel Index”** means the PI Average Price Data, U.S. city average (AP), Gasoline, unleaded regular, pre gallon/3.785 liters in San Francisco-Oakland-Hayward, CA average price, not seasonally adjusted, Series Id: APUS49B74714, published by the U.S. Bureau of Labor Statistics.
- I. **“Gross Rate Revenues”** means total Customer billings by the Contractor for the provision of services pursuant to this Agreement, without any deductions.
- J. **“Motor Vehicle Maintenance and Repair Index”** or **“MVI”** means the Consumer Price Index, All Urban Consumers, Motor Vehicle Maintenance and Repair, not seasonally adjusted U.S. city average, compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics.
- K. **“Natural Gas Fuel Index”** means the per-therm price for Core Natural Gas Service for Compression on customer’s premises, Schedule G-NGV1, compiled and published by the Pacific Gas and Electric Company Analysis and Rate Department and reported monthly in its *“Gas RateFinder”* publication (<http://www.pge.com/tariffs/GRF.SHTML>). The August 2023 Natural Gas Fuel Index is \$0.87375 per therm, which reflects the sum of the customer charge, procurement charge, transportation charge, and public purpose program (PPP) charge for natural gas service for compression on customer’s premises as reported by Pacific Gas and Electric Company.

## EXHIBIT E

### RATE ADJUSTMENT METHODOLOGY

- L. **“Total Calculated Costs”** means the total amount to be used as a basis for determining the Rate Adjustment Factor. The Total Calculated Costs do not reflect or in any way guarantee the Gross Rate Revenues that are to be generated by Rates or retained by the Contractor. Note that for determining Rates for Rate Period Two, the total Proposed costs for Rate Period One (\$26,866,083) shall be used for the calculations.

Table 1 provides additional information about the six indices defined above.

**TABLE 1\***

	CPI-U	Diesel Fuel Index	Electric Fuel Index	Gasoline Fuel Index	Motor Vehicle Maintenance and Repair	Natural Gas Fuel Index
Description	Consumer Price Index - All Urban Consumers	PPI Commodity data for Fuels and related products and power - No. 2 diesel fuel	Power cost component for the then-current Rate Period	PI Average Price Data, U.S. city average (AP), Gasoline, unleaded regular	Consumer Price Index – All Urban Consumers, Motor Vehicle Maintenance and Repair	Core Natural Gas for Compression at Customer’s Premises for Motor Vehicles
Series ID	CUURS49BSA0	WPU057303	N/A	APUS49B74714	CUUR0000SETD	G-NGV1
Adjusted	Not seasonally adjusted	Not seasonally adjusted	Not seasonally adjusted	Not seasonally adjusted	Not seasonally adjusted	N/A
Area	San Francisco-Oakland-Hayward	N/A	N/A	San Francisco-Oakland-Hayward	U.S. City average	N/A
Item	All Items	N/A	N/A	N/A	Motor vehicle maintenance and repair	N/A
Base Period	1982-84=100	1982=100	N/A	N/A	1982-84=100	
Periodicity	Bi-monthly	N/A	N/A	N/A	Monthly	Monthly

\* All indices published by the U.S. Bureau of Labor Statistics with the exception of the applicable Fuel Index, which is published by the applicable agency.

### 3. Cost of Rate Adjustment process

The City may incur costs, including consulting and legal fees, when determining adjustments to the Rates in accordance with this Exhibit and may require the Contractor to pay for such costs within sixty (60) calendar days of receipt of the City’s invoice for such costs. The Contractor may recover such costs through the Rates by treating the costs as an allowable cost of business, not subject to profit mark-up. Regardless of Contractor’s payment of costs associated with said review, the City shall retain full and unimpeded discretion in selection of its agents to ensure, at a minimum, that no conflict of interest arises in the review

## **EXHIBIT E**

### **RATE ADJUSTMENT METHODOLOGY**

of Contractor's request. The City retains the right to select its agents on the basis of their qualifications and experience and without regard to cost.

#### **4. Profit**

Table 2 summarizes the allowed operating ratio used to determine the Contractor's profit, as described in Exhibit E1, Section 2.B and Exhibit E2, Section 2.B.

**TABLE 2**

Rate Period	Operating Ratio
Rate Period 1	88%
Rate Period 2	88%
Rate Period 3	88%
Rate Period 4 and any subsequent Rate Periods under this Agreement	88%

**EXHIBIT E1:**  
**MULTI-INDEX RATE ADJUSTMENT METHODOLOGY**



## **EXHIBIT E1**

### **INDEX-BASED RATE ADJUSTMENT METHODOLOGY**

#### **1. General**

The purpose of this attachment is to describe and illustrate the method by which the City will calculate the annual adjustment to Rates to reflect changes in various cost indices and changes to Processing and Disposal Costs based on Tonnages of materials Collected and changes in tipping fees. This index-based adjustment process shall be used to determine Rates for Rate Periods Two, Three, Five, Six, Seven, Nine, and Ten. If the Term is extended, subsequent Rate Periods shall be adjusted pursuant to Section 8.2.C.

The index-based adjustment involves application of indices to various costs that comprise the Total Proposed Annual Costs for Rate Period One (and to Total Calculated Costs for future Rate Periods) to determine the Total Calculated Costs for the coming Rate Period. In addition, Processing and Disposal costs shall be adjusted to reflect actual Tonnage Collected during the most-recently completed Rate Period.

The difference (measured as a percentage) between the Total Calculated Costs for the coming Rate Period and the Total Calculated Costs for the then-current Rate Period is the Rate Adjustment Factor. The Rate Adjustment Factor is applied to the current Rates to determine the Rates for the coming Rate Period.

The Rate Adjustment Factor calculated pursuant to this Exhibit E1 may not exceed six percent (6%), excluding all City Reimbursements, Processing Fees, Disposal Fees and other costs not subject to Profit. In the event that the calculation results in a calculated increase exceeding six percent (6%), the calculated dollar amount exceeding six percent (6%) shall be reflected as an "Other Adjustment" in the next scheduled Rate adjustment ("roll-over"). The City shall not be required to compensate Contractor for any cumulative "rolled-over" amounts remaining at the end of the Agreement Term. Contractor shall not be required to compensate the City for any cumulative "rolled-under" amounts remaining at the end of the Agreement Term.

In the event that the index-based adjustment as calculated by this Exhibit E1 results in a negative Rate Adjustment Factor, the City reserves the right to "roll-under" the Rate reduction, such that there is no Rate adjustment in the Rate Period for which the negative Rate Adjustment Factor was calculated, but the calculated Rate reduction may be deferred to the following Rate Period, as a credit against future Rate increases. Contractor shall not be required to compensate the City for any cumulative "rolled-under" amounts remaining at the end of the Agreement Term.

#### **2. Adjustment of Total Calculated Costs**

The cost categories of the main components of Total Calculated Costs are presented in detail in Exhibit G1. Adjustments to these components to calculate costs for the coming Rate Period shall be calculated as follows:

## EXHIBIT E1

### INDEX-BASED RATE ADJUSTMENT METHODOLOGY

#### A. Total Annual Cost of Operations

1. **Labor-Related Costs.** The Labor-Related Costs component of the Total Calculated Costs shall be calculated, as described in this Section, to reflect the adjustment of wages and benefits under the collective bargaining agreements for represented employees of Contractor performing services under this Agreement.

The collective bargaining agreements require adjustment of three factors: 1) hourly wage rate; 2) pension hourly rate; and, 3) health and welfare monthly rate. The Annual Percentage Change shall be determined for each of those factors using the procedures described in the collective bargaining agreements, rather than as provided in this Exhibit E1. The Parties acknowledge that the timing of available inflationary index data is such that this calculation will be based on a different calculation period than the actual changes in the collective bargaining agreements and agree that these differences will be reconciled in the next succeeding Rate Period for which the differences are known. The succeeding Rate Period reconciliation shall be calculated by re-calculating the prior Rate Period's actual change in labor cost using the time period described in the collective bargaining agreement and applying the difference between the amount calculated in the prior rate year and the re-calculated amount using the correct time period (as used in the collective bargaining agreement), to the projected labor cost in the subsequent year.

The Labor-Related Costs presented in Contractor's Proposal include detailed cost sub-categories which are impacted by the three (3) adjustment factors in the collective bargaining agreements. The table below defines which adjustment factor will be applied to each cost sub-category.

Cost Sub-Category	Adjustment Factor
Regular Wages	Hourly Wage Rate
Overtime Wages	Hourly Wage Rate
Holiday Wages	Hourly Wage Rate
Vacation Wages	Hourly Wage Rate
Sick Leave Wages	Hourly Wage Rate
Workers Compensation Insurance Premiums	Hourly Wage Rate
Workers Compensation Claims	Not Adjusted
Health & Welfare	Health & Welfare Monthly Rate
Pension / Retirement Benefits	Pension Hourly Rate
Payroll Taxes	Hourly Wage Rate
Other	Not Adjusted

For each sub-category, the value for the then-current Rate Period is multiplied by one (1) plus the Annual Percentage Change in the associated adjustment factor. The resultant dollar value of all sub-categories shall be added together to determine the calculated Labor-Related Costs, provided that the calculated Labor-Related Costs shall not be less than Minimum Allowable Labor-Related Costs, nor greater than the Maximum Allowable Labor-Related Costs.

For purposes of this Section, the Minimum Allowable Labor-Related Costs shall be prepared by



## **EXHIBIT E1**

### **INDEX-BASED RATE ADJUSTMENT METHODOLOGY**

multiplying the Labor-Related Costs component of the Total Calculated Costs for the then-current Rate Period by one hundred two and seven tenths percent (102.7%). For purposes of this Section, the Maximum Allowable Labor-Related Costs shall be prepared by multiplying the Labor-Related Costs component of the Total Calculated Costs for the then-current Rate Period by one hundred twelve percent (112.0%).

2. **Vehicle-Related Costs (excluding Fuel).** The Vehicle-Related Costs component of Total Calculated Costs for the then-current Rate Period is multiplied by one (1) plus the Annual Percentage Change in the Motor Vehicle Maintenance and Repair Index.
3. **Fuel Costs.** The Fuel Cost component of Total Calculated Costs for the then-current Rate Period is multiplied by one (1) plus the Annual Percentage Change in the applicable Fuel Index. Note: The Fuel Cost component may be broken out by fuel type to apply the applicable Fuel Indices.
4. **Other Costs.** The Other Costs component of the Total Calculated Costs for the then-current Rate Period is multiplied by one (1) plus the Annual Percentage Change in the CPI-U.
5. **Container Replenishment Fund.** Average costs of containers purchased during the prior three years. The Container Replenishment Fund shall include costs for City litter can liners and leaf collection bags.
6. **Direct Depreciation.** Direct Depreciation is initially agreed-upon as \$588,353 per year for Rate Periods Two through Ten and is not annually adjusted, except by written mutual agreement of the Parties pursuant to Section 3.5, Section 5.4 or Section 8.3. This adjusted depreciation amount shall remain fixed for Rate Periods Two through Ten. If the Agreement is extended beyond Rate Period Ten, direct depreciation shall be zero (0) in any subsequent Rate Periods unless Parties mutually agree to a different amount.
7. **Allocated Costs (Labor, Vehicle, Fuel, and Other Costs).** Except as provided in A.1. above, the Allocated Costs (Labor, Vehicle, Fuel, and Other Costs) component for the then-current Rate Period is multiplied by one (1) plus the Annual Percentage Change in the CPI-U.
8. **Allocated Depreciation and Start-Up Costs.** The Allocated Depreciation and Start-Up Costs shall be \$146,534 per year for Rate Period Two (2) through Ten (10), and are not annually adjusted. These costs shall be zero (0) for all subsequent Rate Periods unless Parties mutually agree to a different amount.
9. **Total Annual Cost of Operations.** The Total Annual Cost of Operations for the coming Rate Period equals the sum of the costs calculated in subsections (1) through (8) above.

#### **B. Profit**

Profit for the coming Rate Period shall be calculated by dividing the Total Annual Cost of Operations for the coming Rate Period (the value calculated in Section 2.A.9 above) by the applicable operating ratio and subtracting from the result the Total Annual Cost of Operations for the coming year.

## EXHIBIT E1

### INDEX-BASED RATE ADJUSTMENT METHODOLOGY

$$\text{Profit} = \frac{\text{Total Annual Cost of Operations for Coming Rate Period}}{\text{Operating Ratio}} - \text{Total Annual Cost of Operations for Coming Rate Period}$$

#### C. Costs Excluded from the Calculation of Profit

1. **Recyclable Materials Processing Costs.** The Recyclable Materials Processing Costs shall be calculated in the manner described below.

Recycling Materials Processing Costs = Per-Ton Recycling Materials Processing fee at the Designated Recyclable Materials Processing Facility for the coming Rate Period x (Total Tons of Recycling Materials Collected for the most-recently completed 12-month period).

2. **Residential Organic Materials Processing Costs.** The Residential Organic Materials Processing Costs shall be calculated as follows:

Residential Organic Materials Processing Costs = Per-Ton Residential Organic Materials Processing fee at the Designated Organic Materials Processing Facility for Residential Organic Materials for the coming Rate Period x (Total Tons of Residential Organic Materials Collected for the most-recently completed 12-month period).

3. **Commercial Organic Materials Processing Costs.** The Commercial Organic Materials Processing Costs shall be calculated as follows:

Commercial Organic Materials Processing Costs = Per-Ton Commercial Organic Materials Processing fee at the Designated Organic Materials Processing Facility for Commercial Organic Materials for the coming Rate Period x (Total Tons of Commercial Organic Materials Collected for the most-recently completed 12-month period).

4. **Reusable Materials Processing Costs.** The Reusable Materials Processing Cost shall be calculated as follows:

Reusable Materials Processing Cost = [(Per-Ton Reusable Materials Processing Cost for the then-current Rate Period – All regulatory fees identified in Contractor’s Proposal and included in the then-current per-Ton cost) x (1 + Annual Percentage Change in the CPI-U) + (Then-current per-Ton regulatory fees)] x (Total Tons of Reusable Materials Collected for the most-recently completed 12-month period).

The Parties acknowledge that at the time of Contractor’s proposal submittal, identified in Exhibit G, no regulatory fees were identified. In the even that any such fees are identified in the future, such fees shall be passed through in accordance with this Section.

5. **Disposal Costs.** The Disposal Costs shall be calculated as follows:

Disposal Costs = Per-Ton Disposal fee at the Designated Disposal Facility (to be specified by the City) for the coming Rate Period x (Total Tons of Solid Waste Collected for the most-recently

## **EXHIBIT E1**

### **INDEX-BASED RATE ADJUSTMENT METHODOLOGY**

completed 12-month period).

6. **Interest Expense.** The Interest Expense amount is initially agreed-upon as \$283,504.04 in Rate Period Two through Ten, is not annually adjusted, and shall be zero (0) in any subsequent Rate Period, except by written mutual agreement of the Parties pursuant to Section 3.5, Section 5.4 or Section 8.3. In such case, Contractor shall calculate the revised average annual interest expense over the term of the Agreement. Such amount shall be subject to City Contract Manager review, request for adjustment in errant calculations as necessary, and ultimately approval.
7. **Direct Lease Costs.** The Direct Lease Costs amount is \$0 in Rate Period Two through Ten, is not annually adjusted, and shall be zero (0) in any subsequent Rate Period unless Parties mutually agree to a different amount.
8. **Allocated Lease Costs.** The Allocated Lease Costs amount is \$0 for Rate Period Two through Ten (including interest costs for Allocated General and Administrative of \$0, Allocated Vehicle Maintenance costs of \$0, and Allocated Container Maintenance of \$0) is not annually adjusted and shall remain unadjusted in any subsequent Rate Period unless Parties mutually agree to a different amount.
9. **Total Costs Excluded from the Calculation of Profit.** Total Costs Excluded from the Calculation of Profit for the coming Rate Period are the sum of the amounts in subsections (1) through (7) above.

#### **D. Total Calculated Costs before City Reimbursements**

The Total Calculated Costs before City Reimbursements shall be the sum of the Total Annual Cost of Operations, Profit, and Costs Excluded from the Calculation of Profit for the coming Rate Period.

#### **E. City Reimbursements**

1. **Franchise Fee.** The Fee as described in Section 7.1 of the Agreement.
2. **Contract Administration Reimbursement.** The Fee as described in Section 7.2 of the Agreement.
3. **Vehicle Impact Reimbursement.** The Fee as described in Section 7.3 of the Agreement.
4. **Rate Application Review Costs.** An amount determined by the City to reimburse the Contractor for payment of the City's costs, including consulting and legal fees associated with determination of Rates under this Exhibit. Such Rate application review costs may or may not be one-time costs and shall be included in subsequent Rate Periods if it is not a one-time cost.
3. **Total City Reimbursements.** The Total City Reimbursements for the coming Rate Period shall equal costs calculated in subsection (1) through 4 above; provided, however, that any adjustment in any such fee, whether pursuant to the relevant index or as the result of the decision of City, shall be an allowable cost of business, excluded from the calculation of profit, and reflected in the Total City Reimbursements.

## **EXHIBIT E1**

### **INDEX-BASED RATE ADJUSTMENT METHODOLOGY**

#### **F. Other Adjustments**

From time to time during the Term of the Agreement, it may be necessary to make other adjustments to the compensation calculations. For example, if the City elects to roll-under a negative Rate adjustment to a future year, the dollar value of that negative adjustment shall be reflected as an adjustment. In such case, the adjustment would be a reduction to the Total Calculated Costs.

#### **G. Total Calculated Costs**

The Total Calculated Costs for the coming Rate Period shall equal the sum of the Total Annual Cost of Operations, Profit, Total Costs Excluded from the Calculation of Profit, Total City Reimbursements, and Other Adjustments (if applicable), for the coming Rate Period.

### **3. Rate Adjustment Factor**

The Rate Adjustment Factor shall equal the Total Calculated Costs for the coming Rate Period divided by the Total Calculated Costs for the then-current Rate Period, which shall be rounded to the nearest thousandth. Note that when determining the Rate Adjustment Factor for Rate Period Two, the Rate Adjustment Factor shall equal the Total Calculated Costs for Rate Period Two divided by the Total Proposed Costs of \$26,866,083 for Rate Period One.

### **4. Adjustment of Rates**

Each then-current Rate shall be multiplied by the Rate Adjustment Factor to calculate the effective Rate for the coming Rate Period. The adjustment to each Rate shall be rounded to the nearest cent.

### **5. Examples**

The following examples illustrates the index-based adjustment method for determining Rates for Rate Period Three. The dollar amounts shown are hypothetical amounts for Total Calculated Costs for Rate Period Two (July 1, 2026 through June 30, 2027) and the adjustment factors are based on assumed changes in the various indices between the Average Index Values for the twelve (12) months ending December 2025 and for the twelve (12) months ending December 2026. Example A depicts a standard index-based adjustment, wherein the calculated Total Annual Cost of Operations increased greater than zero percent (0%) and less than six percent (6%) over the prior Rate Period. Example B depicts an index-based adjustment wherein the calculated Total Annual Cost of Operations resulted in a decrease from the prior Rate Period.

*[Examples to be amended based on final determination of services provided by ACI]*

#### **A. EXAMPLE A**

1. Assumptions for Example Adjustment to Contractor's Compensation:

## **EXHIBIT E1**

### **INDEX-BASED RATE ADJUSTMENT METHODOLOGY**

- a. Most-Recently Completed Rate Period = Rate Period One (February 1, 2025 through June 30, 2026)
- b. Then-current Rate Period = Rate Period Two (July 1, 2026 through June 30, 2027)
- c. Coming Rate Period = Rate Period Three (July 1, 2027 through June 30, 2028)
- d. Recyclable Materials Processing Costs per Ton for the coming Rate Period, as calculated in Exhibit E3 = \$135.00 per Ton
- e. Residential Organic Materials Processing Costs per Ton for the coming Rate Period = \$136.50 per Ton
- f. Commercial Organic Materials Processing Costs per Ton for the coming Rate Period = \$153.10 per Ton
- g. Reusable Materials Processing Costs (including Regulatory Fees) per Ton for the then-current Rate Period = \$162.00 per Ton
- h. Reusable Materials Processing Regulatory Fees per ton for the then-current and coming Rate Period = \$2.00 per Ton
- i. Disposal cost for the coming Rate Period = \$96.50 per Ton
- j. Annual Percentage Change in the Hourly Wage Rate Adjustment Factor = 0.040
- k. Hourly Wage Rate Adjustment Factor Floor = 0.027
- l. Annual Percentage Change in the Health & Welfare Monthly Rate Adjustment Factor = 0.040
- m. Annual Percentage Change in the Pension Hourly Rate Adjustment Factor\* = 0.030
- n. Pension Hourly Rate Adjustment Factor Floor = 0.034
- o. Annual Percentage Change in the CPI-U = 0.040
- p. Annual Percentage Change in the Motor Vehicle Maintenance and Repair Index = 0.031
- q. Annual Percentage Change in the applicable Fuel Index = 0.075
- r. For the purposes of this example, the three-year Container purchase average has not been adjusted. Actual adjustments will contain changes in the three-year Container purchases average.
- s. City Reimbursements are not updated in this example to reflect the City of San Leandro's City Fees as described in Section 2.E above.
- t. Tonnages for the most-recently completed 12-month period:
  - Recyclable Materials – 11,400 Tons
  - Residential Organic Materials – 9,700 Tons
  - Commercial Organic Materials – 2,400 Tons
  - Solid Waste – 27,000 Tons
  - Bulky Items and Reusable Materials – 1,900 Tons

## EXHIBIT E1

### INDEX-BASED RATE ADJUSTMENT METHODOLOGY

Note: All values presented in the following table are hypothetical and used for illustrative purposes only.

\*The Annual Percentage Change in the Pension Hourly Rate Adjustment Factor is a different 12-month period than the Hourly Wage Rate and the Health & Welfare Monthly Rate Adjustment Factors.

**TABLE 1: Example A Calculation of Total Calculated Costs for Rate Period Three**

	Rate Period Two	Adjustment Index	Adjustment Factor	Rate Period Three
<b>Processing Tip Fee Adjustment (per Ton)</b>				
Recyclable Materials Processing Tip Fee	\$ 132.00	CPI-U	Refer to Exhibit E3	\$ 135.00
Residential Organic Materials Processing Tip Fee	\$ 135.00	N/A	N/A	\$ 136.50
Commercial Organic Material Processing Tip Fee	\$ 152.00	N/A	N/A	\$ 153.10
Reusable Materials Processing Tip Fee	\$ 162.00	CPI-U	(1 + 0.040) + Reg Fees	\$ 170.48
Solid Waste Disposal Tip Fee	\$ 96.00	N/A	N/A	\$ 96.50
<b>Annual Cost of Operations</b>				
Labor-related Costs	\$ 7,250,000	Per CBA	Per CBA	\$ 7,530,500
Vehicle-related Costs (excluding fuel)	\$ 800,000	MVI	1 + 0.031	\$ 824,800
Fuel Costs	\$ 400,000	FUEL	1 + 0.075	\$ 430,000
Other Costs	\$ 815,000	CPI-U	1 + 0.040	\$ 847,600
Direct Depreciation	\$ 1,775,000	N.A.	N.A.	\$ 1,775,000
Allowed Costs (Labor, Vehicle, Fuel, and Other Costs)*	\$ 3,100,000	CPI-U	1 + 0.040	\$ 3,224,000
Allocated Costs (Depreciation and Start-Up)	\$ 22,000	N.A.	N.A.	\$ 22,000
<b>Total Annual Cost of Operations</b>	<b>\$ 14,162,000</b>			<b>\$ 14,653,900</b>
<b>Profit (assuming operating ratio of 0.77)</b>	<b>\$ 4,230,208</b>			<b>\$ 4,377,139</b>
<b>Pass Through Costs</b>				
Recyclable Materials Processing Costs	\$ 1,500,000	Tip Fee x Tons	11,400 x \$139.28	\$ 1,539,000
Residential Organic Materials Processing Costs	\$ 1,300,000	Tip Fee x Tons	9,700 x \$136.50	\$ 1,324,050
Commercial Organic Materials Processing Costs	\$ 360,000	Tip Fee x Tons	2,400 x \$153.10	\$ 367,440
Reusable Materials Processing Costs	\$ 305,000	Tip Fee x Tons	1,900 x \$170.48	\$ 323,912
Solid Waste Disposal Costs	\$ 2,500,000	Tip Fee x Tons	27,000 x \$96.50	\$ 2,605,500
Interest Expense	\$ 380,000	N.A.	N.A.	\$ 380,000
Direct Lease Costs	\$ -	N.A.	N.A.	\$ -
Allocated Lease Costs	\$ -	N.A.	N.A.	\$ -
<b>Total Pass-Through Costs</b>	<b>\$ 6,345,000</b>			<b>\$ 6,539,902</b>
<b>Total Calculated Costs before City Fees</b>	<b>\$ 24,737,208</b>			<b>\$ 25,570,941</b>
<b>City Fees/Payments</b>				
Waste Management Recycling and Program Fee	\$ 474,596	CPI-U**	1 + 0.040	\$ 493,580
Infrastructure Impacts Mitigation Fee	\$ 910,931	CPI-U**	1 + 0.040	\$ 947,368
Doolittle Landfill Maintenance Fee	\$ 237,297	CPI-U**	1 + 0.040	\$ 246,789
City Parks Fee	\$ 71,879	CPI-U**	1 + 0.040	\$ 74,754
Rate Application Review Costs	\$ -	N.A.	N.A.	\$ -
<b>Total City Fees/Payments</b>	<b>\$ 1,694,702</b>			<b>\$ 1,762,490</b>
Other Adjustments (as needed from time to time)	N.A.	N.A.	N.A.	N.A.
<b>Total Calculated Costs</b>	<b>\$ 26,431,910</b>			<b>\$ 27,333,431</b>

\*Fuel costs included in allocated costs shall be adjusted using the CPI-U not Fuel Index.

\*\* City Reimbursements shall either be increased by the Annual Percentage Change in the CPI-U, or as otherwise directed by the

## **EXHIBIT E1**

### **INDEX-BASED RATE ADJUSTMENT METHODOLOGY**

2. Example Calculation of the Rate Adjustment Factor and Adjusted Rate for Rate Period Three
  - a. Rate Adjustment Factor =  $\$27,333,431 / \$26,431,910 = 1.034$
  - b. 20-gallon Single-Family Rate for Rate Period Three =  $\$22.62 \times 1.034 = \$23.39$ , which shall be effective July 1, 2027.

#### **B. EXAMPLE B**

1. Assumptions for Example Adjustment to Contractor's Compensation:
  - a. Most-Recently Completed Rate Period = Rate Period One (February 1, 2025 through June 30, 2026)
  - b. Then-current Rate Period = Rate Period Two (July 1, 2026 through June 30, 2027)
  - c. Coming Rate Period = Rate Period Three (July 1, 2027 through June 30, 2028)
  - d. Recyclable Materials Processing Costs per Ton for the coming Rate Period, as calculated in Exhibit E3 = \$130.00 per Ton
  - e. Residential Organic Materials Processing Costs per Ton for the coming Rate Period = \$135.40 per Ton
  - f. Commercial Organic Materials Processing Costs per Ton for the coming Rate Period = \$152.40 per Ton
  - g. Reusable Materials Processing Costs (including Regulatory Fees) per Ton for the then-current Rate Period = \$162.00 per Ton
  - h. Reusable Materials Processing Regulatory Fees per Ton for the then-current and coming Rate Period = \$2.00 per Ton
  - i. Disposal cost for the coming Rate Period = \$96.00 per Ton
  - j. Annual Percentage Change in the Hourly Wage Rate Adjustment Factor = -0.040
  - k. Hourly Wage Rate Adjustment Factor Floor = 0.027
  - l. Annual Percentage Change in the Health & Welfare Monthly Rate Adjustment Factor = -0.040
  - m. Annual Percentage Change in the Pension Hourly Rate Adjustment Factor\* = -0.015
  - n. Pension Hourly Rate Adjustment Factor Floor = 0.034
  - o. Annual Percentage Change in the CPI-U = -0.040
  - p. Annual Percentage Change in the Motor Vehicle Maintenance and Repair Index = -0.031
  - q. Annual Percentage Change in the applicable Fuel Index = -0.075
  - r. For the purposes of this example, the three-year Container purchase average has not been adjusted. Actual adjustments will contain changes in the three-year Container purchases average.

## **EXHIBIT E1**

### **INDEX-BASED RATE ADJUSTMENT METHODOLOGY**

- s. City Reimbursements are not updated in this example to reflect the City of San Leandro's City Fees as described in Section 2.E above.
- t. Tonnages for the most-recently completed 12-month period:
  - Recyclable Materials – 11,400 Tons
  - Residential Organic Materials – 9,700 Tons
  - Commercial Organic Materials – 2,400 Tons
  - Solid Waste – 27,000 Tons
  - Bulky Items and Reusable Materials – 1,900 Tons

Note: All values presented in the following table are hypothetical and used for illustrative purposes only.

\*The Annual Percentage Change in the Pension Hourly Rate Adjustment Factor is a different 12-month period than the Hourly Wage Rate and the Health & Welfare Monthly Rate Adjustment Factors.



# EXHIBIT E1

## INDEX-BASED RATE ADJUSTMENT METHODOLOGY

**TABLE 2**  
**Example B Calculation of Total Calculated Costs for Rate Period Three**

	Rate Period Two	Adjustment Index	Adjustment Factor	Rate Period Three
<b>Processing Tip Fee Adjustment (per Ton)</b>				
Recyclable Materials Processing Tip Fee	\$ 132.00	CPI-U	Refer to Exhibit E3	\$ 130.00
Residential Organic Materials Processing Tip Fee	\$ 135.00	N/A	N/A	\$ 135.40
Commercial Organic Material Processing Tip Fee	\$ 152.00	N/A	N/A	\$ 152.40
Reusable Materials Processing Tip Fee	\$ 162.00	CPI-U	(1 + -0.040) + Reg Fees	\$ 157.52
Solid Waste Disposal Tip Fee	\$ 96.00	N/A	N/A	\$ 96.00
<b>Annual Cost of Operations</b>				
Labor-related Costs	\$ 7,250,000	Per CBA	Per CBA	\$ 7,445,750
Vehicle-related Costs (excluding fuel)	\$ 800,000	MVI	1 + -0.031	\$ 775,200
Fuel Costs	\$ 400,000	FUEL	1 + -0.075	\$ 370,000
Other Costs	\$ 815,000	CPI-U	1 + -0.040	\$ 782,400
Direct Depreciation	\$ 1,775,000	N.A.	N.A.	\$ 1,775,000
Allowed Costs (Labor, Vehicle, Fuel, and Other Costs)*	\$ 3,100,000	CPI-U	1 + -0.040	\$ 2,976,000
Allocated Costs (Depreciation and Start-Up)	\$ 22,000	N.A.	N.A.	\$ 22,000
<b>Total Annual Cost of Operations</b>	<b>\$ 14,162,000</b>			<b>\$ 14,146,350</b>
<b>Profit (assuming operating ratio of 0.77)</b>	<b>\$ 4,230,208</b>			<b>\$ 4,225,533</b>
<b>Pass Through Costs</b>				
Recyclable Materials Processing Costs	\$ 1,500,000	Tip Fee x Tons	11,400 x \$130.00	\$ 1,482,000
Residential Organic Materials Processing Costs	\$ 1,300,000	Tip Fee x Tons	9,700 x \$135.40	\$ 1,313,380
Commercial Organic Materials Processing Costs	\$ 360,000	Tip Fee x Tons	2,400 x \$152.40	\$ 365,760
Reusable Materials Processing Costs	\$ 305,000	Tip Fee x Tons	1,900 x \$157.52	\$ 299,288
Solid Waste Disposal Costs	\$ 2,500,000	Tip Fee x Tons	27,000 x \$96.00	\$ 2,592,000
Interest Expense	\$ 380,000	N.A.	N.A.	\$ 380,000
Direct Lease Costs	\$ -	N.A.	N.A.	\$ -
Allocated Lease Costs	\$ -	N.A.	N.A.	\$ -
<b>Total Pass-Through Costs</b>	<b>\$ 6,345,000</b>			<b>\$ 6,432,428</b>
<b>Total Calculated Costs before City Fees</b>	<b>\$ 24,737,208</b>			<b>\$ 24,804,311</b>
<b>City Fees/Payments</b>				
Waste Management Recycling and Program Fee	\$ 474,596	CPI-U**	1 + -0.040	\$ 455,612
Infrastructure Impacts Mitigation Fee	\$ 910,931	CPI-U**	1 + -0.040	\$ 874,494
Doolittle Landfill Maintenance Fee	\$ 237,297	CPI-U**	1 + -0.040	\$ 227,805
City Parks Fee	\$ 71,879	CPI-U**	1 + -0.040	\$ 69,003
Rate Application Review Costs	\$ -	N.A.	N.A.	\$ -
<b>Total City Fees/Payments</b>	<b>\$ 1,694,702</b>			<b>\$ 1,626,914</b>
Other Adjustments (as needed from time to time)	N.A.	N.A.	N.A.	N.A.
<b>Total Calculated Costs</b>	<b>\$ 26,431,910</b>			<b>\$ 26,431,225</b>

\*Fuel costs included in allocated costs shall be adjusted using the CPI-U not Fuel Index.

\*\* City Reimbursements shall either be increased by the Annual Percentage Change in the CPI-U, or as otherwise directed by the City.

## **EXHIBIT E1**

### **INDEX-BASED RATE ADJUSTMENT METHODOLOGY**

2. Example Calculation of the Rate Adjustment Factor and Adjusted Rate for Rate Period Three
  - a. Total Calculated Costs = \$26,431,225 < \$26,431,910; Adjusted Total Calculated Costs = \$26,431,910 (Total Calculated Costs from prior Rate Period)
  - b. Rate Adjustment Factor = \$26,431,910 / \$26,431,910 = 1.00
  - c. 20-gallon Single-Family Rate for Rate Period Three = \$22.62 x 1.00 = \$22.62, which shall be effective July 1, 2027 (i.e., NO RATE ADJUSTMENT).
  - d. Subsequent Rate Period Adjustment. \$26,431,910 - \$26,431,225 = \$685 cost savings to be applied as an "Other Adjustment" in the subsequent Rate Period adjustment calculations as an offset to Contractor's Total Calculated Costs.

#### **6. Other**

If an index described in Section 2 of this Exhibit E1 is discontinued, the successor index with which it is replaced shall be used for subsequent calculations. If no successor index is identified by the Bureau of Labor Statistics or Pacific Gas & Electric (if applicable), the index published by the organization which is most comparable shall be used.

**EXHIBIT E2:**  
**COST-BASED RATE ADJUSTMENT METHODOLOGY**



## **EXHIBIT E2**

### **COST-BASED RATE ADJUSTMENT METHODOLOGY**

#### **1. General**

The City and Contractor shall use the cost-based Rate adjustment method described in this Exhibit to determine Rates for Rate Periods Four and Eight, and if the Contractor requests an extraordinary Rate adjustment in accordance with Agreement Section 8.3. If the Term is extended, subsequent Rate Periods shall be adjusted pursuant to Section 8.2.C. The cost-based adjustment involves review of the Contractor's actual cost of operations and operational statistics (staffing levels, Routes, Route hours, Customers, and their Service Levels, etc.) to determine the Actual Allowable Total Annual Cost of Operations for the most-recently completed Rate Period and to forecast the Total Contractor's Compensation for the coming Rate Period. "Actual Allowable Total Annual Cost of Operations" is defined in Exhibit E2, section 2.A.1, excluding any amounts defined in Exhibit E2, section 2.A.2. The difference (measured as a percentage) between the Total Contractor's Compensation for the coming Rate Period and the Projected Gross Rate Revenues (which is calculated based on most-recent Customer subscription levels at then-current Rates) is the "Rate Adjustment Factor." The Rate Adjustment Factor is applied to the then-current Rates to determine the Rates for the coming Rate Period.

The intent of performing the cost-based adjustment is to examine the actual impact of changes in inflation or deflation, the number of Customers, and the Service Level of Customers.

In the event that the Rate Adjustment Factor calculated pursuant to this Exhibit E2 results in a calculated increase exceeding ten percent (10%), the adjustment shall be subject to approval by the City Council; provided, however, that, in the event that the cost-based adjustment calculated in accordance with this Exhibit E2 exceeds ten percent (10%), whether or not approved by the City Council, the "roll-over" provisions in Exhibit E1 shall apply to the percentage in excess of ten percent (10%). The City shall not be required to compensate Contractor for any cumulative "rolled-over" amounts remaining at the end of the Agreement Term. In the event that the cost-based adjustment calculated in accordance with this Exhibit E2 results in a negative Rate Adjustment Factor, the City reserves the right to "roll-under" the Rate reduction, such that there is no Rate adjustment in the Rate Period for which the negative Rate Adjustment Factor was calculated, but the calculated Rate reduction may be deferred to the following Rate Period, as a credit against future Rate increases. Contractor shall not be required to compensate the City for any cumulative "rolled-under" amounts remaining at the end of the Agreement Term.

#### **A. Contractor's Rate Application**

Contractor's Rate application for any Rate Period where Rates shall be adjusted using the cost-based methodology described in this Exhibit E2 shall include the information described in this Section 1.A. With the exception of the information identified in subsections (1) and (2) below, all other items listed may be requested by the City Contract Manager at any time during the Term of the Agreement and Contractor shall comply with that request in a timely fashion.

- 1. Financial Statements.** Within one hundred twenty (120) calendar days after the close of the Contractor's fiscal year (June 30), Contractor shall deliver to the City one (1) hard copy of the reviewed (or audited) consolidated financial statements of Contractor for the preceding fiscal year. Financial statements shall include a supplemental combined schedule showing Contractor's results of operations, including the specific revenues and expenses in connection

## **EXHIBIT E2**

### **COST-BASED RATE ADJUSTMENT METHODOLOGY**

with the operations provided for in this Agreement separate from others included in such financial statements. The financial statements and footnotes shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) consistently applied and fairly reflecting the results of operation and Contractor's financial condition. Annual financial statements shall be reviewed (or audited), in accordance with Generally Accepted Auditing Standards (GAAS) by a Certified Public Accountant (CPA) licensed (in good standing) to practice public accounting in the State as determined by the State Department of Consumer Affairs Board of Accountancy, and that the CPA's opinion on Contractor's annual financial statements shall be unqualified, and shall contain the CPA's conclusions regarding the Contractor's accounting policies and procedures, internal controls, and operating policies. The CPA shall perform an evaluation and, if necessary, shall cite recommendations for improvement.

- 2. Financial Statement Reconciliation.** Contractor shall provide a schedule which clearly and accurately ties the amounts shown in Contractor's Rate application to Contractor's financial statements. Such schedule shall include any and all allocation factors and methodologies used to report cost and operating information for services provided to the City under this Agreement separately from Contractor obligations related to other public or private entities. Such statement of reconciliation shall include:
  - a. General explanation of the various allocation methodologies used for each Rate application line item.
  - b. Specific examples of each type of allocation used showing how an entry is reported in the general ledger and ties to the Rate application.
  - c. Statement indicating whether there have been any changes in allocation methods used since the last Rate application. If any allocation methods have changed clearly identify those changes.
- 3. Operational Information.**
  - a. Routes by Line of Business:
    - i. Number of Routes per day
    - ii. Types of vehicles
    - iii. Crew size per Route
    - iv. Number of full time equivalent (FTE) Routes
    - v. Number of accounts and cubic yards scheduled per Route
    - vi. Total Route hours per Line of Business per year
    - vii. Average cost per Route
  - b. Personnel:
    - i. Organizational chart
    - ii. Job classifications and number of employees (e.g., administrative, Customer service representatives, drivers, supervisors, educational staff)
    - iii. Wages by job classification
    - iv. Number of FTE positions for each job classification
    - v. Number of hours per job classification per year
  - c. Productivity Statistics:

## **EXHIBIT E2**

### **COST-BASED RATE ADJUSTMENT METHODOLOGY**

- i. Average Number of accounts per Route per day by Line of Business
    - ii. Average number of setouts per Route per day by Line of Business
    - iii. Average Tons per Route per day by vehicle type (i.e., side-loader, front-loader, roll-off)
    - iv. Average cubic yards of Collection scheduled per Route
  - d. Vehicles:
    - i. List of Collection vehicles including year purchased and mileage.
    - ii. Average age of mobile equipment with oldest and newest
  - e. Operational Changes:
    - i. Number of Routes
    - ii. Staffing
    - iii. Supervision
    - iv. Collection services
- 4. Variance Analysis.** Provide the following variance analysis for each Line of Business. For any variances greater than five percent (5%) annually, Contractor shall provide sufficient rationale to support variance:
- a. Variance analysis comparing current Rate Period to each of the prior Rate Periods of Agreement.
  - b. Variance analysis comparing current Rate Period to each of the future projected Rate Periods.
- 5. Projections.** Provide the following projection data:
- a. Provide support for the basis for projected Gross Receipts and line item expenses, clearly indicate the supporting calculations and assumptions.
  - b. Provide support for the most recent twelve (12) months of Tonnage data for Rate Period ending June. Clearly indicate the supporting calculations and assumptions.

## **2. Forecasting Total Contractor's Compensation**

The Total Contractor's Compensation for the coming Rate Period shall be forecasted in the manner described in this Section.

### **A. Forecasting Total Annual Cost of Operations**

- 1. Determine Actual Allowable Total Annual Cost of Operations.** Contractor's financial statements, books, and records shall be reviewed to determine Contractor's "Actual Allowable Total Annual Cost of Operations" for the most-recently completed Rate Period to perform all the services in the manner required by this Agreement for each of the following cost categories:
- a. Actual labor-related costs
  - b. Actual vehicle-related costs (excluding fuel and depreciation)

## **EXHIBIT E2**

### **COST-BASED RATE ADJUSTMENT METHODOLOGY**

- c. Actual fuel costs
  - d. Actual other costs (as defined on Form 6E of Exhibit G1)
  - e. Direct depreciation costs (in the amount specified in Exhibit E1)
  - f. Actual allocated costs (labor, vehicle, general and administrative, and other costs)
  - g. Actual allocated costs (depreciation and start-up) (in the amount stated in Exhibit E1)
- 2. Non-Allowable Costs.** The following list of non-allowable costs shall be deducted from the Contractor's actual costs when determining the Actual Allowable Total Annual Cost of Operations.
- a. Labor, equipment, fuel, and start-up costs for personnel, vehicles, and facilities that are not specified in the proposal forms contained in Exhibit G1 and/or which cannot be demonstrated to have been incurred as part of the performance of services under this Agreement, including, without limitation, as the result of growth in the number of customers and/or the levels and/or types of services provided.
  - b. Payments to directors and/or owners of Contractor unless the amount paid is reasonable compensation for services actually rendered. Reasonableness shall be determined based on available market pricing for similar services and shall be in the reasonable discretion of the City.
  - c. Travel expenses and entertainment (above twenty thousand dollars [\$20,000] annually in total) expenses, unless authorized in advance by the City.
  - d. Payments to repair damage to public or private property for which Contractor is legally liable.
  - e. Fines or penalties of any nature.
  - f. Liquidated Damages assessed under this Agreement.
  - g. Federal or State income taxes.
  - h. Cash donations or value of in-kind services provided to charitable, political, youth, civic, or other community organizations unless such donation has been previously approved in writing as an allowable expense by the City Contract Manager.
  - i. Depreciation or interest expense for Collection vehicles, Containers, other equipment, offices and other facilities if such items are leased as specified in Exhibit G2.
  - j. Attorney's fees and other expenses incurred by Contractor in any court proceeding in which the City and Contractor are adverse Parties.
  - k. Attorney's fees and other expenses incurred by Contractor arising from any act or omission in violation of this Agreement.
  - l. Attorneys' fees and other expenses incurred by Contractor in any court proceeding in which Contractor's own negligence, violation of law or regulation, or wrong doing are in issue and occasion, in whole or in part, the attorneys' fees and expenses claimed; and attorneys' fees and expenses incurred by Contractor in a court proceeding in which the legal theory or statute providing a basis of liability against Contractor also provides for



## **EXHIBIT E2**

### **COST-BASED RATE ADJUSTMENT METHODOLOGY**

separate potential liability for the City derived from the action of its citizens or Rate payers (such as in a CERCLA lawsuit) unless the Contractor is found not liable in such claims and such claims arise from acts or occurrences within the Term of the Agreement.

- m. Payments to Related-Party Entities for products or services, in excess of the market value for those products or services, provided that the City may use information available to it to verify market pricing for similar products and services.
  - n. Goodwill.
  - o. Unreasonable profit-sharing distributions.
  - p. Replacement costs for Containers that need to be replaced because the useful life of such Container was less than the Term.
  - q. Administrative costs greater than the administrative costs presented in Contractor's Proposal (Exhibit G) adjusted annually by one plus the Annual Percentage Change in the CPI-U.
  - r. Bad debt write-offs in excess of two percent (2%) of annual Rate revenues.
- 3. Forecast Total Annual Cost of Operations.** Forecasted Total Annual Cost of Operations for the coming Rate Period shall be calculated based on Actual Allowed Total Cost of Operations for the most-recently completed Rate Period determined in accordance with Sections 2.A.1 and 2.A.2 above. The forecasts shall be performed in the following manner:
- a. **Forecasted labor-related costs** shall be calculated in the manner described in Section 2.A.1 of Exhibit E1.
  - b. **Forecasted vehicle-related costs** (excluding fuel and depreciation costs) shall be calculated for the coming Rate Period by (i) multiplying the allowed vehicle-related costs, both direct and allocated, for the most-recently completed Rate Period by one (1) plus the Annual Percentage Change in the Motor Vehicle Maintenance and Repair Index, and (ii) multiplying the result of step one once more by one (1) plus the Annual Percentage Change in the Motor Vehicle Maintenance and Repair Index.
  - c. **Forecasted fuel costs** shall be calculated for the coming Rate Period by (i) multiplying the allowed fuel costs, both direct and allocated, for the most-recently completed Rate Period by one (1) plus the Annual Percentage Change in the applicable Fuel Index, and (ii) multiplying the result of step one once more by one (1) plus the Annual Percentage Change in the applicable Fuel Index.
  - d. **Forecasted other costs** shall be calculated for the coming Rate Period by (i) multiplying the allowed other-related costs, both direct and allocated, for the most-recently completed Rate Period by one (1) plus the Annual Percentage Change in CPI-U, and (ii) multiplying the result of step one once more by one (1) plus the Annual Percentage Change in the CPI-U.
  - e. **Forecasted container replenishment fund** shall be calculated specified in Exhibit E1, Section 2.A.5.
  - f. **Forecasted direct depreciation expense** shall be the amount specified in in Section 2.A.6 of Exhibit E1. Direct depreciation expense is a fixed cost and is not subject to inflation.

## **EXHIBIT E2**

### **COST-BASED RATE ADJUSTMENT METHODOLOGY**

- g. **Forecasted allocated labor-related, vehicle-related, general and administrative, and other costs** shall be calculated for the coming Rate Period by (i) multiplying the allowed other-related costs for most-recently completed Rate Period by one (1) plus the Annual Percentage Change in CPI-U, and (ii) multiplying the result of step one once more by one (1) plus the Annual Percentage Change in CPI-U (except in each case as provided in 3.a. above).
- h. **Forecasted allocated depreciation and start-up expense** shall be the amount specified in Exhibit E1, Section 2.A.8.
- i. **Forecasted Total Annual Cost of Operations** for the coming Rate Period shall equal the sum of the following costs, which shall have been calculated in accordance with the procedures in this Exhibit E2:
  - i. Forecasted labor-related costs
  - ii. Forecasted vehicle-related costs (excluding fuel and depreciation costs)
  - iii. Forecasted fuel costs
  - iv. Forecasted other costs
  - v. Forecasted direct depreciation expense
  - vi. Forecasted allocated labor-related, vehicle-related, general and administrative, and other costs
  - vii. Forecasted allocated costs for depreciation and start-up

#### **B. Forecast Profit**

Contractor shall be entitled to Profit on Forecasted Total Annual Cost of Operations. Profit shall be calculated using an operating ratio as described in Exhibit E, Section 4. Profit shall be calculated using the following formula:

Profit = (Forecasted Total Annual Cost of Operations / Operating Ratio) – Forecasted Total Annual Cost of Operations

For example:

- 1. Assuming an operating ratio of 92%
- 2. Assuming a Forecasted Total Annual Cost of Operations of \$1,000,000
- 3. Profit = (\$1,000,000 / 0.92) – \$1,000,000 = \$86,956.52

#### **C. Forecast Costs Excluded from the Calculation of Profit**

Costs Excluded from the Calculation of Profit for the coming Rate Period shall be forecasted in the following manner:

- 1. **Forecasted Recyclable Materials Processing Costs** shall be calculated in the manner described in Exhibit E1, Section 2.C.1.
- 2. **Forecasted Residential Organic Materials Processing Costs** shall be calculated in the manner described in Exhibit E1, Section 2.C.2.

## **EXHIBIT E2**

### **COST-BASED RATE ADJUSTMENT METHODOLOGY**

3. **Forecasted Commercial Organic Materials Processing Costs** shall be calculated in the manner described in Exhibit E1, Section 2.C.3.
4. **Forecasted Reusable Materials Processing Costs** shall be calculated in the manner described in Exhibit E1, Section 2.C.4.
5. **Forecasted Disposal Costs** shall be calculated in the manner described in Exhibit E1, Section 2.C.5.
6. **Forecasted Interest Expense.** Interest Expense shall be calculated in the manner described in Exhibit E1, Section 2.C.6.
7. **Forecasted Direct Lease Costs.** Direct Lease Costs shall be calculated in the manner described in Exhibit E1, Section 2.C.7.
8. **Forecasted Allocated Lease Costs.** Allocated Lease Costs shall be calculated in the manner described in Exhibit E1, Section 2.C.8.

#### **D. Forecast City Reimbursements**

City Reimbursements shall be calculated in the manner described in Exhibit E1, Section 2.E.

### **3. Projected Gross Rate Revenue**

Projected Gross Rate Revenue at then-current Rates shall reflect projected annual Gross Rate Revenues from all Customers based on then-current Rates and then-current Customer Service Levels, inclusive of all Rates and special charges authorized under this Agreement. For the purposes of determining Customer Service Levels for on-call services (e.g., Drop Box service provided less than weekly, Bin rentals) and special charges (e.g., Push Charges, lock/unlock charges), the prior twelve (12) months of billing activity for such services and special charges shall be used.

### **4. Rate Adjustment Factor**

The Rate Adjustment Factor shall equal the Forecasted Total Calculated Costs for the coming Rate Period divided by the Projected Gross Rate Revenues calculated in accordance with Section 2 of this Exhibit E2. The Rate Adjustment Factor shall be rounded to the nearest thousandth.

### **5. Adjustment of Rates**

Each then-current Rate shall be multiplied by the Rate Adjustment Factor to calculate the effective Rate for the coming Rate Period.

*This page intentionally left blank*

**EXHIBIT F:  
PERFORMANCE STANDARDS AND LIQUIDATED  
DAMAGES**

---



## EXHIBIT F

### PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

City wishes to establish standards of performance under the Agreement in each of the six (6) “Performance Areas” listed below. The City Contract Manager may monitor Contractor’s performance in each of those areas based on the “Specific Performance Measures” within that performance area. In the event that the City Contract Manager determines that Contractor has failed to meet the performance standard established for any “Specific Performance Measure,” the City may assess Liquidated Damages pursuant to Section 10.6 of the Agreement. Liquidated Damages, if assessed, shall only be assessed for the number of events, days, or other measure in excess of the acceptable performance level.

#### 1. Performance Area: Collection Reliability

Item	Specific Performance Measure	Liquidated Damage Amount
1.	Failure to notify the appropriate authorities of reportable quantities of Hazardous Waste	\$500/Event
2.	Failure to maintain the Collection schedule on the scheduled day (unless non-Collection was warranted pursuant to this Agreement)	\$25/Container
3.	Failure, over five (5), during each Rate Period to commence service to a new Customer within seven (7) calendar days after order received and account number established	\$150/Event
4.	Failure, over fifteen (15), during each Rate Period to Collect Solid Waste, Recyclable Materials or Organic Materials which has been properly set out for Collection from an established service recipient account on the scheduled Collection day and not Collected within a period described in this Agreement	\$150/Event
5.	Failure to Collect Solid Waste, Recyclable Materials or Organic Materials which has been properly set out for Collection, from the same service recipient on two (2) consecutive scheduled pick ups	\$150/Event

#### 2. Performance Area: Collection Quality

Item	Specific Performance Measure	Liquidated Damage Amount
1.	Each occurrence over five (5) during each Rate Period of unreasonable leaking or spilling Solid Waste, Recyclable Materials, or Organic Materials and failure to pick up or clean up such material immediately	\$300/Event
2.	Each occurrence over twelve (12) during each Rate Period of failure to replace properly set out Containers in original position, upright, with lids attached to or on Carts or Bins	\$150/Event
3.	Each failure over twenty-four (24) during each Rate Period of not closing gate, or other damage to private property	\$300/Event
4.	Each occurrence over five (5) during each Rate Period of Collecting Solid Waste, Recyclable Materials, or Organic Materials during unauthorized hours	\$300/Event

## EXHIBIT F

### PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Specific Performance Measure	Liquidated Damage Amount
5.	Each occurrence over twelve (12) during each Rate Period of excessive noise in accordance with Section 5.4 of the Franchise Agreement	\$150/Event
6.	Each failure over twelve (12) during each Rate Period of not properly tagging Containers which are intentionally not Collected	\$150/Event
7.	Each occurrence over five (5) during each Rate Period of failure to clean Collection vehicles or Containers in accordance with the schedule provided by this Agreement	\$150/Event
8.	Each event over twelve (12) during each Rate Period of failure to remove litter/spills adjacent to Collection Containers caused by Contractor	\$150/Event
9.	Each occurrence over five (5) during each Rate Period of damage caused by Contractor to property that is not repaired in accordance with the schedule provided by this Agreement	\$250/Event

### 3. Performance Area: Customer Responsiveness

Item	Specific Performance Measure	Liquidated Damage Amount
1.	Each occurrence of discourteous behavior	\$500
2.	Each failure to respond to and initiate a remedy to a Complaint in accordance with the schedule provided by this Agreement	\$300
3.	Each failure to answer the telephone or provide an answering machine with voicemail capability or an answering service during the hours specified in the Agreement	\$300
4.	Each failure to respond to service requests/calls in accordance with the schedule provided by this Agreement	\$300
5.	Each failure over twelve (12) during each Rate Period to Collect missed Collections in accordance with the schedule provided by this Agreement	\$300
6.	Each occurrence over five (5) during each Rate Period for Complaints regarding waiting on hold for more than four (4) minutes	\$150
7	Each instance of failing to utilize the process or meet the timeframes provided in Section 4.14 for modifying a Customer's Service Level as a result of a service exemption approval	\$100/instance/day

### 4. Performance Area: Reporting

Any report shall be considered late until such time as a correct and complete report is received by City. For each calendar day a report is late, the daily Performance Adjustment shall be:



## EXHIBIT F

### PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Report	Liquidated Damage Amount
1.	Monthly Reports or reports requested by City pursuant to Section 6.2	\$100/Day
3.	Annual Reports	\$300/Day

#### 5. Performance Area: Public Education

Item	Specific Performance Measure	Liquidated Damage Amount
1.	Failure to employ personnel specified in this Agreement for public education activities	As described in Section 5.6.F
2.	Failure to meet with City staff in accordance with this Agreement	\$150/Event
3.	Failure to prepare and distribute any public education plan or material required by Exhibit C.	\$200/Day/Event
4.	Failure to participate in special events listed in this Agreement	\$300/Event

#### 6. Performance Area: Material Delivery

Item	Specific Performance Measure	Liquidated Damage Amount
1.	Each occurrence for failure to deliver materials Collected under this Agreement to the appropriate Approved or Designated Facility, except as set forth under Section 4.1.	\$5,000 per load
2.	Each occurrence over five (5) during each Rate Period for Collecting a Container in a vehicle or vehicle compartment intended or designated for the purpose of Collection of a different material type (e.g., Recyclable Materials Collected in a Solid Waste vehicle, Solid Waste Collected in an Organic Materials compartment of a vehicle), excluding Containers containing contaminated Recyclable, Organic or Solid Waste Materials that are Collected in accordance with Section 5.3.	\$1,000 per Container

#### 7. Performance Area: SB 1383 Compliance

Item	Specific Performance Measure	Liquidated Damage Amount
1.	Failure to conduct Route monitoring, lid flipping, and/or Container sampling as required under this Agreement	\$5,000/event

## EXHIBIT F

### PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Specific Performance Measure	Liquidated Damage Amount
2.	Failure to leave City approved tags for contaminated Containers and to complete contamination noticing protocols as specified in this Agreement.	\$250/event

#### 8. Performance Area: Miscellaneous

Item	Specific Performance Measure	Liquidated Damage Amount
1.	Failure to perform any of the obligations set forth in this Agreement not specifically stated above and not corrected or proceeding in good faith to correct within one Working Day upon twenty-four (24) hour notification by City:	\$150/Each obligation per day until obligation is performed

By placing Designee's initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of Liquidated Damage provisions of the time that the Agreement was made.

Contractor

City

Initial Here: \_\_\_\_\_

Initial Here: \_\_\_\_\_

**EXHIBIT G:**  
**CONTRACTOR'S PROPOSAL**

---





## **Alameda County Industries**

October 27, 2023

City of San Leandro  
Jennifer Auletta  
Public Works Services Manager  
jauletta@sanleandro.org  
(510) 577-6022

### **RE: City of San Leandro Request for Proposals for Organics, Recyclables, and Solid Waste Collection Services**

Dear Ms. Auletta,

Alameda County Industries, Inc. (ACI) is pleased to submit this response to the City of San Leandro's Request for Proposals for Organics, Recyclables, and Solid Waste Collection Services.

ACI is comprised of three groups of active and long-standing members of Northern California's solid waste and recycling industry. The groups are: The Pellegrini Group; South San Francisco Scavenger Company; and Pleasanton Garbage Service.

Our industry experience and dedication to providing excellent service and high-diversion services to the residents and businesses within San Leandro make an excellent choice for the continuing collection services for the next ten to possibly fifteen years.

Our proposal to the City of San Leandro includes the following benefits:

- ✓ Proven, reliable services provided to residents and businesses in the City of San Leandro for over 20 years.
- ✓ Experience to implement service updates included in the new franchise agreement.
- ✓ Proven financial capability and security.
- ✓ Stable long-term municipal relationships.
- ✓ Local and expedient decision-making.
- ✓ Exemplary past performance and safety record.
- ✓ Excellent customer service standards.
- ✓ Proactive approach to outreach and diversion programs.
- ✓ Commitment to compliance with regulatory requirements.

We have conducted due diligence to confirm material facts upon which this proposal is based. With submittal of this proposal, Alameda County Industries, Inc., acknowledges and accepts the terms and conditions of the Agreement upon final negotiations of ACI's exceptions and margin comments within the Agreement, and associated cost forms revision if needed.

610 ALADDIN AVENUE, SAN LEANDRO, CA 94577-4302  
PHONE: (510) 357-7282 • FAX: (510) 357-7329 • [www.AlamedaCountyIndustries.com](http://www.AlamedaCountyIndustries.com)

As per the Secretary's Certificate provided, and the Board of Directors of Alameda County Industries, Inc., I certify that I am the duly authorized person in reference to this submittal.

In order to demonstrate our commitment to the environment, the format of this proposal minimizes the use of paper and conserves resources when printed. We appreciate the opportunity to respond to this RFP to provide environmentally and economically sustainable collection operations for the City of San Leandro.

Sincerely,

Louie Pellegrini, Jr.  
President

## 2. Summary

Please provide a summary description of the technical (non-cost) highlights of the proposal.

*Alameda County Industries, Inc. (ACI) is a local, privately owned company with decades long experience in providing multi-jurisdictional collection and processing services for recyclables, organics, and solid waste in bay area communities. ACI has been the recyclables, organics, and solid waste collection and processing service provider for the City of San Leandro for over twenty years. ACI continues to provide the residents and businesses in San Leandro with cost effective and reliable services and we look forward to providing these services under a new franchise agreement. ACI seeks to continue providing San Leandro with:*

*The ACI experienced partner groups:*

- ✓ *Oversee the operations of eight companies providing collection and processing services.*
- ✓ *Manage over 500,000 tons of waste annually in 13 jurisdictions.*
- ✓ *Provide collection and processing services to more than 350,000 residential and commercial customers throughout the San Francisco Bay Area.*
- ✓ *Have expertise in service initiations, rollouts, and innovative collection programs.*
- ✓ *Employ over 500 people in bay area companies.*

*ACI looks forward to working with the City of San Leandro to attain their goals:*

- ✓ *Compliance with SB 1383 including recycling and composting, waste reduction and technical assistance.*
- ✓ *Local customer service with high standards.*
- ✓ *Collaboration with San Leandro on all programs during the course of the contract.*
- ✓ *Active community participation, ACI presence at city-sponsored events.*
- ✓ *Access to customer information and collection data through ACI's customer database.*

*Proposal Highlights:*

- ✓ *Base proposal provided as required by RFP*
- ✓ *Residential service provided using CNG fully automated side-loader vehicles.*
- ✓ *Commercial service provided using CNG front-end loader vehicles with cart service capability and roll-off service.*
- ✓ *Bulky collection provided using a rear-end loader and utility vehicle.*
- ✓ *Expanded outreach and education.*
- ✓ *Collection and diversion services at City-sponsored events.*
- ✓ *Community clean-up events.*

*Alternate proposal as required by RFP:*

- ✓ *Curbside collection of textiles for residents.*
- ✓ *Bulky program expansion to include multi-family residents and reuse component.*
- ✓ *Enhanced street litter container service.*
- ✓ *Leaf litter bag collection.*
- ✓ *Residential organics cart washing.*

### 3. General

#### A. Key Personnel – (all officers, managers, and supervisors)

- organization chart
  - *ACI has provided an org chart with the agreement submission.*
- resumes, names, and contact information
  - *ACI has provided contact information for staff members.*

#### B. Collective Bargaining Agreement - Provide a copy of the current collective bargaining agreement(s).

- *ACI and Teamsters Local 70*
- *Machinists Lodge 190*

#### C. Subcontractors - Identify all proposed subcontractors and describe the scope of work for which each will be responsible.

- *Subcontractor list:*
  - *Alameda County Industries, LLC – recyclables processing*



#### 4. Technical Proposal

Provide full responses to the issues addressed in Section 3 of the RFP in the following order:

- a. Base Services
- b. New or Modified Services
- c. Additional Innovative or Cost-Saving Services Proposed by ACI

##### a. Base Services

##### Collection Services

- Current collection services shall remain for residential and commercial customers.
  - *ACI proposes to continue providing three (3) stream collection service including recyclables, organic materials and solid waste.*

NEW: Residential – Provide curbside, used cooking oil collection.

- *ACI proposes to collect curbside used cooking oil on organics routes.*

NEW: Residential – Provide kitchen pails for food waste to new customers based on ACI's estimate of anticipated number of new customers per year.

- *ACI proposes to distribute kitchen food pails to residential generators, and new residential generators thereafter.*

NEW: All service sectors – Leaf litter collection bags provided to customers for pickup, upon request.

- *ACI will provide leaf collection bags to customers at the San Leandro office and collect leaf bags upon set-out next to customers' organics containers. ACI proposes adding one automated side loader for accommodating the volume of leaf litter collection bags from all customer types.*

##### Customer Service

ACI's base proposal should include industry best practices for delivery of high-quality customer service. The City expects customer service levels to match or exceed those provided in surrounding Bay Area jurisdictions and include, at minimum:

- Timely responses to customers' service requests and complaints. Please include the proposed number of customer service representatives and training plans.
  - *ACI provides timely response to customer requests and complaints through four (4) customer service representatives. Representatives utilize AMCS-Tower, an industry specific customer database software, to manage requests received via phone calls, emails, or online requests. Customer accounts are thoroughly notated to allow all staff to review historical information regarding customers' service and billing history.*
  - *Customer service staff are given a long-term training schedule to ensure that any potential service request will be processed in accordance with the franchise agreement. Training is ongoing to address any operational or contractual changes or deficiencies. ACI uses knowledge-based training platforms such as Telephone Doctor to establish and reinforce customer interaction skillsets.*
- A high quality and accessible online payment system.
  - *ACI utilizes AMCS Group's Tower software to process all payments. The online version of Tower is known as eTower, and it is presently available to all active customers. Customers are required to complete a registration procedure for the site prior to accessing their online account. Once registered, customers can make payments by credit card or through bank account payment, or auto-pay.*

- Multiple communication opportunities for customers including via phone, email, and through the ACI's website.
  - *ACI utilizes the MiCollab phone system to monitor all incoming calls. Customers are also able to send communications to two dedicated email addresses: one for customer service requests and the other for billing questions. Online requests are also available through ACI's website and ACI's eTower site.*
- Direct lines of communication for City staff to communicate with ACI's managers and/or route supervisors regarding City services.
  - *ACI 's Customer Service and Operations Supervisors are available for direct contact with City staff via phone or email as the need arises. City staff are given phone numbers and email addresses for ACI managers and supervisors. City staff may access Tower to review customer accounts.*

### Education and Outreach

ACI's proposed base education current and outreach program shall at minimum include:

- SB 1383 public education requirements to organic waste and edible food generators. Describe services provided to single-family, multi-family, and commercial customers separately.
  - *Please refer to ACI's outreach scope and schedule of work for details.*
- Direct outreach to multi-family tenants (door hanger) a minimum of one time per year
  - *Please refer to ACI's outreach scope and schedule of work for details.*
- Dedicated staffing for outreach and education equivalent to a minimum of one (1) FTE
  - *ACI currently provides one (1) FTE Sustainability Specialist dedicated exclusively to San Leandro customers and will continue to keep this position filled pursuant to the requirements outlined in the Franchise Agreement.*
- All other current education and outreach programming
  - *ACI will fulfill all the tasks as outlined in the outreach scope of work as well as providing on-site technical assistance to commercial and multi-family customers through the one (1) FTE Sustainability Specialist. Activities will include, but are not limited to, site visits, technical assistance, right-sizing services to prioritize waste diversion, providing outreach materials, and conducting trainings for various stakeholders as requested.*

NEW: Creation and distribution of Move-In and Move-Out Kits for multi-family tenants – Please propose details of what the kits will contain, estimated frequency of distribution, and distribution methods.

- *Please refer to ACI's outreach scope of work for details.*

### NEW: Annual Education and Outreach Budget

The City seeks a refresh of the recycling and organics program that reengages customers to improve program participation. Please propose ACI's cost to implement a transitional outreach and education program between the effective date and Year 2 of the Agreement (Transition Period). The proposed plan should include a schedule by quarter and detail how ACI plans to meet the below minimum requirements:

- Inform customers of changes to their current service under the new contract
  - *Please refer to ACI's outreach scope of work for details.*
- Refresh collateral materials, including a website redesign, to reengage customers with ACI's Programs
  - *Please refer to ACI's outreach scope of work for details.*

- Develop new collateral to enhance ACI's ongoing education and outreach efforts (e.g., the development of a "welcome pack" for new customers)
  - *Please refer to ACI's outreach scope of work for details.*
- Develop and implement a campaign to increase organics participation through the distribution of kitchen pails to residential customers at the start of the new contract term  
(The proposal should differentiate one-time or other higher levels of effort provided during the Transition Period from ongoing education and outreach costs allocated annually throughout the rest of the term.)
  - *Please refer to ACI's outreach scope of work for details.*
- Outreach efforts performed during the Transition Period should focus on the development of programs and materials that can be used throughout the remaining contract term. Include any subcontractor costs.
  - *Outreach efforts performed during the transition period are outlined in ACI's outreach scope of work and as outlined.*
- Do not include labor costs for staff required under the Public Education and Outreach Team section of Exhibit C of the Agreement.
  - *Labor costs for staff are not included under ACI's outreach scope of work.*
- Beginning in Year 2, please include ACI's proposed plan and annual cost for the development, purchase, and distribution of education and outreach materials. Costs may include subcontractors; however, they should exclude labor costs for required staff. Other costs may include:
  - Printing and mailing letters, brochures, or postcards
  - Maintaining an inventory of kitchen pails for new customer welcome kits
  - Truck signage
  - Producing videos and other educational media
  - Purchasing supplies for outreach events
- The proposal for both the Transition Period outreach plan and annual outreach plan should include how ACI will work collaboratively with the City to implement educational programs and ensure materials and activities receive City approval prior to implementation.
  - *ACI has demonstrated collaborative planning with staff for the City of San Leandro on all outreach. ACI provides all outreach materials and customer communications with City staff prior to distribution. ACI will continue these procedures, as outlined in the franchise agreement, on all future outreach and customer communication.*
- Within the cost forms, please include the proposed budget to implement the Transition Period outreach program in the designated area of Form 4 and the annual budget in the designated area of Form 6F.
  - *ACI has included the costs for the above Annual Education and Outreach Budget in the cost forms. ACI can provide a detailed budget to the City upon request.*

**b. New or Modified Services**

The following are additional new and/or modified services that ACI should address in its proposal and in the Alternative Services columns of the cost forms. For each area, be specific regarding anticipated labor requirements (level of effort in hours per year), equipment needs and capital requirements, and required or discretionary use of subcontractors. Please provide an implementation schedule detailing

the steps, roles and responsibilities, and the timeframes necessary to meet each service need, including staff hiring and training and equipment acquisition. Clearly document all assumptions.

#### MODIFIED: Bulky Item Collection

Please provide a plan and cost information to provide additional bulky item collection and processing, and/or disposal as described below.

- Single-Family – Increase Bulky Item collection from one to two times per year, upon request by customer.
- Multi-Family – Provide Bulky Item collection one time per year to every multi-family unit, upon request by tenant or property manager.
  - *ACI has provided the cost assumptions in the Alternative Services column of the cost forms. The implementation of this modified service is anticipated to be no later than the commencement date of the new franchise agreement, July 1, 2025. Since this program is currently in effect in one other ACI jurisdiction for the multi-family element, and three other jurisdictions for the operational aspects, the transition to this program will be seamless for ACI's staff and operations while providing a greater benefit to the residents of San Leandro.*

Please include information on how ACI will notify customers of the opportunity for bulky item collection, how to request collection, how quickly customers can expect to have their bulky pickup scheduled after submitting a request, and how to properly setout materials. The City would also like ACI to include a proposal addressing ACI's role in supporting the City's overall beautification efforts and timely management of illegal dumping. Cost information for the enhanced bulky program should be addressed in the Modified Bulky Item Collection columns of the cost forms.

- *The outreach scope of work provides notifications to customers about bulky program utilization. ACI will work with city staff on messaging to maximize utilization. The franchise agreement requires that service be provided within five working days of a customer's request. Customers are provided information about how to use the program when the request is scheduled.*
- *Removal of illegal dumping is facilitated through the change in bulky collection system from the current use of 2yd bins to collection of loose materials via rear-end loader. Illegal dumping requests received from San Leandro will typically be completed within one business day, however emergency response requests received could be completed the same business day.*

#### NEW: Community Clean-up Events

Please provide a proposal and cost information for providing four hundred and eighty (480) cubic yards of on-call clean up service per year to the City. Service should be available to the City upon request for community events and other clean-up events at locations throughout the City sponsored or hosted by the City and/or local non-profit organizations. In the cost forms, please provide cost information in the Community Clean-Up Events columns of the cost forms.

- *ACI has included the cost of providing 480 yards of community clean up service through the use of 20yd roll-off containers. ACI is open to working with the city for smaller volumes of collection on a case-by-case basis.*

#### MODIFIED: Enhanced Street Litter Container Service

The City is interested in enhancing street litter container service and the maintenance of street litter

containers as part of larger beautification efforts across the City. Please consider how ACI can support the City in managing street litter throughout the City including, but not limited to:

- Identifying, and fixing or replacing damaged or vandalized containers in a timely manner.
- Proactively responding to address overflowing containers and containers reaching capacity during weekends.
- Proposing alternative strategies to prevent the misuse and overflow of street litter containers.

*ACI recognizes the importance of the City's beautification efforts and can be a valuable partner for the City in attaining its goals. ACI has provided in the cost forms the resources necessary for weekend servicing of the litter containers to address capacity and overflows. ACI will also provide additional training to operational staff on recognition of damaged or vandalized containers for timely correction. Misuse of litter containers can be difficult to manage, however, with the City's participation ACI is available to identify sources of materials that should not end up in the litter containers. ACI is able to provide street litter container collection seven (7) days per week should the City choose to have this level of service, and ACI will provide the cost of additional weekend service upon request.*

Prior to drafting a final proposal for these services, the City would like to discuss options and opportunities to address the issues of street litter. We have not included the service of Big Belly containers in this list, however, the City is interested in discussing further with ACI the potential for including Big Belly and other downtown services as part of this package. We anticipate collaboratively defining this program further in pre-negotiation meetings during proposal development.

*ACI has gathered information about the cost and servicing of Big Belly litter containers. ACI will provide this information to the City during continued negotiations.*

#### **NEW: Comprehensive Collection and Diversion Services at City-Sponsored Events**

The City is interested in having ACI provide comprehensive collection and diversion services at large, City sponsored events. Such services may include additional coordination directly with the event organizer, post-sorting of materials collected, and other services such as those provided by firms focused on event greening (e.g., Green Mary or Waste Busters). As part of your proposal please include:

- How ACI will effectively provide these services to large events.
  - *ACI will work with event producers, City staff and other key stakeholders to produce an event plan that will include but is not limited to pre-event coordination meetings, vendor engagement for environmentally-preferred food service-ware products, providing recommendations for 3-stream collection systems placement, and providing the waste collection debris boxes and services at no cost to the City, pursuant to what is outlined in the Franchise Agreement.*
- Does ACI anticipate subcontracting this service?
  - *ACI does anticipate contracting with an event greening service provider (two of which are mentioned in the City's request above) to put into place the various components of the event plan during the actual event. This includes but is not limited to materials collection, decontamination and material sorting, and education for patrons for what goes where.*
- Suggestions for how the City and ACI can best identify which events will qualify as "large" and warrant these additional services.
  - *California State Laws AB 2176 and SB 1383 require large events and venues to plan for convenient recycling and organics collection and the former defines large events as those*

*over 2,000 attendees. ACI recommends adhering to the State's guidelines in San Leandro to identify large and/or priority events for event greening services. The exact number of event days for which ACI will coordinate these services will be outlined in the Franchise Agreement.*

The City would like these additional services provided to large, City sponsored, events as part of the baseline set of services. However, please include the cost per a single event so the City may evaluate the incremental cost of providing these additional services. The City will reserve the right to, with sufficient notice, direct ACI to use the higher level of service on a case-by-case basis.

- *While exact costs for event greening services will vary depending on the nature of the event, the number of food vendors present and the anticipated number of attendees, estimates received at the time of this proposal range from approximately \$6,000-\$9,000 per event day, assuming a standard workday of 10-12 hours.*

#### **NEW: Diversion Programs**

As part of the City's diversion efforts, the City would like to explore options for providing increased outreach efforts to maximize participation in recycling programs, reduce contamination, and encourage source reduction, reuse, recycling, and composting. These efforts may include:

- Providing additional technical assistance to multi-family and commercial customers to increase proper recycling and right-size service.
  - *ACI presently provides technical assistance with a full-time employee to multi-family and commercial customers to promote waste diversion, decrease materials sent to landfill and right-size services whenever possible. We look forward to increasing our reach through the proposed expanded outreach scope of work.*
- Providing community group presentations
  - *ACI presently conducts community group presentations to multi-family and commercial customers to promote proper waste sorting practices, set up effective interior bin configurations, and to help stakeholders to identify opportunities for source reduction whenever possible. We look forward to increasing our community presentations through the proposed expanded outreach scope of work.*
- Supporting schools with education and technical assistance
  - *ACI accommodates requests for school presentations whenever they are received but this has not been an area of focus in the past. We look forward to providing technical assistance to right-size services, provide guidance for interior bin placement, provide outreach materials, and host trainings for various stakeholders at schools throughout San Leandro as part of the expanded outreach scope of work.*
- Tabling at large and small events throughout the City
  - *ACI presently tables for large and small events throughout San Leandro to provide education about what goes where to event-goers, answer questions patrons may have recycling and/or organics diversion programs, and to provide tools to aid in the separation of organic materials such as compost collection pails. We look forward to expanding our ability to table at community events throughout the City under the new Franchise Agreement.*

Please provide a proposed scope for increased outreach efforts with the goal of improving recycling program participation and diversion. Please include proposed staffing levels to fulfill the proposed scope, the tasks will be managed and conducted, the relative roles of ACI and/or subcontractor staff,

and the associated levels of effort for each. Within the cost forms, please provide information in the Diversion Programs columns of the cost forms.

- *ACI currently provides one (1) full time employee exclusively in San Leandro for performing technical assistance services. ACI has independently and proactively worked towards 1383 compliance in San Leandro for meeting the goal of all commercial and multifamily customers having recycling and organics services. Contingent on the outcome of negotiations for certain elements of the franchise agreement, ACI will adjust the number ACI staff, and/or utilize subcontractor staff for performing technical assistance services.*

#### NEW: SB 1383 - Container Requirements

Please propose how ACI will address the labeling of collection containers with SB 1383-compliant labels and comply with container color requirements for Bins within Rate Period One of the new Agreement. The proposal should include both the process and schedule for identifying non-compliant containers, notifying customers of their container swap, and making the necessary changes. Please include how ACI will coordinate with the City to design new labels, minimize service disruptions, and resolve any customer complaints. Please provide cost information in the appropriate section of Form 4 of the cost forms.

- *ACI has provided the cost of SB1383 container compliance for labeling and color during rate period one of the new agreement. ACI will utilize a third party for facilitating this project so that the scope of work is tracked and completed in a timely manner. ACI is providing the following options in the cost forms:*
  - *Replacing all carts with new, SB1383 compliant carts for color and labeling (IML).*
  - *Replacing all bins with new, SB1383 compliant bins for color and labeling.*
  - *Maintaining the existing carts, with addition of a lid label for 1383 compliance (cart in service are currently color compliant).*
  - *Maintaining the existing bins, with repainting for correct bin color, new lids and new casters & wheels, labeling for SB1383 compliance.*
- *ACI will implement a customer communication campaign contingent on the program selected by the City for either container replacement or container retrofit which is represented in the cost forms.*

#### NEW: Residential Cart Washing

Please propose a system that would provide residents the opportunity for an annual organic material cart cleaning by ACI, or by a subcontractor. The City anticipates that the program would allow for additional cleanings for a City-approved charge. The City anticipates that customers would be able to schedule the service in a manner similar to an on-call pick-up, including online. Please address:

- Use of a technology that provides for self-contained reuse of a minimal volume of water if provided via a mobile service.
- How used water will be disposed of in compliance with the Municipal Code and all relevant regulatory requirements.
- Any other relevant issues or needs.

Cost information should be addressed in the identified columns of the cost forms.

- *ACI has identified a subcontractor to provide residential organics cart washing. ACI included a cost proposal and operational description for this service which has addressed the elements listed above. ACI will add the administrative and overhead cost of this service in the cost forms, along with an outreach cost element. ACI is looking forward to*



*discussing this service alternative with the City and open to program modification in the final version of the franchise agreement.*

#### **NEW: Textile Recycling**

The City is interested in exploring options to provide textile collection to residents. The City is most interested in curbside collection, however, the City is open to options in which textile collection is provided at specified dates or intervals throughout the year rather than as a weekly collection. Please provide options to address the need for textile collection within the City.

Cost information should be addressed in the identified columns of the cost forms.

- *ACI proposes to perform textile recycling in the same manner that ACI provides this service in the Castro Valley Sanitary District. ACI will pause the bulky collection service for two (2), one-week periods during each year and perform curbside, bagged textile collection using the existing bulky services crews, box truck and a flatbed truck to collect bagged textiles. The collected textile materials will be transported to ACI's facility in San Leandro and transferred to a separate vehicle staged for receiving these materials. ACI's current textile processing vendor, Recycle for Change, has confirmed they have the capacity to receive additional volumes of textiles. Since this program is contingent upon a 3<sup>rd</sup> party vendor accepting textile materials, ACI will continue providing this program as long as there is a 3<sup>rd</sup> party vendor willing and able to accept textiles. ACI has budgeted minimal cost to provide this service for contingencies with vehicles. The outreach associated with this project is included in the outreach budget, and customers will be notified through multiple channels.*

#### **c. Innovative or Cost-Saving Proposals**

ACI may propose additional or alternative means to address any of the service needs requested above, or to provide other services that would be of benefit to the City and to ratepayers following discussion with City and HF&H staff.

- *ACI is open to discussing additional programs designed to meet the City's beautification needs such as:*
  - *On-call (vs scheduled) same day illegal dumping removal.*
  - *Multi-family owner/manager voucher program for bulky materials removal.*
  - *Maximizing service days and adding infrastructure to minimize the issues associated with the two City owned shared trash enclosures.*
    - *Compaction*
    - *Lighting*
    - *Security cameras*
    - *Coded gate access unique to each account*
    - *Sunday collection service*



## **5. Cost Proposal Forms**

Submit completed cost forms as described in Section 3, "Cost Proposal."

- *ACI will submit cost forms after meeting with the City's procurement team to resolve questions raised in the Franchise Agreement and Exhibits, and any related program questions.*

## **6. Exceptions to Draft Agreement**

Submit any exceptions to the draft Agreement as described in section 3, "Draft Agreement."

- *ACI has submitted exceptions and comments to the draft Agreement as described in section 3.*

## **7. Completed Forms**

Provide company-executed versions of all forms attached to this RFP.

- *ACI has submitted completed forms as per RFP requirements.*

*This page intentionally left blank*

**EXHIBIT G1:  
COST BASIS FOR PROPOSAL**

---



Base Cost Forms	Total Revenue Requirement
<b>HF&amp;H San Leandro Cost Forms 5.3.24 Internal Use</b>	<b>\$26,063,689</b>
Reduction: Vehicle Taxes & License (Across Board)	-\$20,055
Reduction: Vehicles Dues and Subscriptions	-\$3,768
Increase: Equipment Insurance + Safety Expense (Across Board)	\$106,143
✓ Reduction: Container and Vehicle Depreciation Significant Changes	-\$1,307,552
Reduction: Removal of a G&A Position	-\$108,440
Reduction: Bad Debt	-\$55,000
✓ Increase: Credit Card Discounts	\$198,000
Reduction: Misc G&A Adjustments (Depreciation & Equip Insurance)	\$52,164
<b>COST FORM ERROR - Depreciation, Profit</b>	<b>\$0</b>
Profit Adjustment	-\$150,290
Increase: Bulky Materials Per Ton Increase	\$31,460
Interest Reduction	-\$741,035
<b>REVISED 5.7.2024 Cost Forms</b>	<b>\$24,065,316</b>
	-\$374,338

✓ Noted in Email from ACI on 5/7/24 as a Specific Cost Form Revision

Alternative Cost Forms	Total Revenue Requirement
<b>HF&amp;H San Leandro Cost Forms 5.3.24 Internal Use</b>	<b>\$2,280,886</b>
Reduction: Modified Bulky Item Collection	\$15,637
Increase: Community Clean Up	\$309
Increase: Enhanced Recycling	\$4,827
Increase: Enhanced Street Container	\$4,827
✓ Increase: Add Program - Big Belly	\$34,021
Reduction: Remove Program - City Events Greening	-\$41,092
Reduction: City Events - Greening Events and Monitoring	-\$11,364
Reduction: Remove Program - Enhanced Organics	-\$424,884
Reduction: Remove Program - Residential Cart Washing	-\$311,818
Increase: Textile Recycling	\$15,800
<b>REVISED 5.7.2024 Cost Forms</b>	<b>\$1,567,150</b>
	\$0

✓ Noted in Email from ACI on 5/7/24 as a Specific Cost Form Revision

General Proposer Information

City of San Leandro Base & Alternative Services

Proposer Name: Alameda County Industries, Inc. Presented in 2023 Dollars

		Note to proposer: Input data in yellow shaded areas only.
A. Primary Contact Information		
1.	Name	Chris Valbusa
2.	Title	General Manager
3.	Phone	510 357-7282
4.	Fax	510 357-7329
5.	E-mail	Cvalbusa@alamedacountyindustries.com
B. Support Facilities		
1.	Address of collection vehicle parking, maintenance, washing, and route staff parking facility(ies)	610 Aladdin Avenue San Leandro, CA 94577
2.	Address of administrative office	610 Aladdin Avenue San Leandro, CA 94577
3.	Address of billing office	610 Aladdin Avenue San Leandro, CA 94577
4.	Address of customer service office	610 Aladdin Avenue San Leandro, CA 94577
C. Vehicle Manufacturer and Specifications (Body Capacity, GVWR, Load Capacity)		
1.	Residential Collection Vehicles	Labire ASL, 31 YDS, 9+ tons
2.	Commercial Collection Vehicles	Heil FEL, 40 YDS, 10+ tons
3.	Drop Box Vehicles	Galbreath Roll-Off
D. Container Manufacturer, Sizes Offered, and Specifications		
1.	Carts	Toter
2.	Bins	Consolidated Fabricators; sizes per F.A.
3.	Drop Boxes	Consolidated Fabricators; sizes per F.A.
E. Recyclable Materials Processing and Handling		
1.	Name of processing site	Alameda County Industries LLC
2.	Owner's name	Alameda County Industries LLC
3.	Operator's name	Alameda County Industries LLC
4.	Address of processing site	610 Aladdin Avenue San Leandro, CA 94577
5.	Hauling method (e.g. direct haul, transfer haul, Pod haul)	Direct Haul
6.	Name and address of transfer location (if applicable)	610 Aladdin Avenue San Leandro, CA 94577
F. Reusable Materials Handling		
1.	Name of processing site	Zanker Road
2.	Owner's name	Greenwaste
3.	Operator's name	Zanker Road Resource Management, LLC
4.	Address of processing site	675 Los Esteros Road, San Jose, CA 95134
5.	Hauling method (e.g. direct haul, transfer haul, Pod haul)	Transfer
6.	Name and address of transfer location (if applicable)	610 Aladdin Ave San Leandro, Ca 94577
G. Organics Processing and Handling		
1.	Name of processing site	Newby Island Recyclery
2.	Owner's name	Browning Ferris Industries of California, Inc.
3.	Operator's name	Browning Ferris Industries of California, Inc.
4.	Address of processing site	1601 Dixon Landing Road in Milpitas, CA 95035
5.	Hauling method (e.g. direct haul, transfer haul, Pod haul)	Transfer
6.	Name and address of transfer location (if applicable)	610 Aladdin Ave San Leandro, Ca 94577
H. Other Processing and Handling (Optional)*		
1.	Name of processing site	Napa Recycling and Waste Service
2.	Owner's name	Napa Recycling and Waste Services LLC
3.	Operator's name	Napa Recycling and Waste Services LLC
4.	Address of processing site	820 Levitin Way Napa CA 94558
5.	Hauling method (e.g. direct haul, transfer haul, Pod haul)	Transfer
6.	Name and address of transfer location (if applicable)	Alameda County Industries, San Leandro CA

Operating Statistics  
Proposer Name: Alameda County Industries, Inc. Presented in 2023 Dollars

City of San Leandro Base & Alternative Services

Note to proposer: Input data in yellow shaded areas only.

REPORT FOR 12-MONTH PERIOD	Residential / Multifamily / Commercial Cart Service (Form 6A)			Multifamily / Commercial Bin Service (Form 6B)			City Litter Containers (Form 6C)	Roll off (Form 6D)				Other (Form 6E)		Modified Bulky Item Collection w/Abandon Waste	Community Clean-Up Events	Enhanced Recycling Service	Enhanced Street Litter Container Service	Big Belly		Enhanced Organic Services	Diversion Programs	Organics Residential Cart Washing	Textile Recycling	
	Solid Waste	Recyclable Materials	Organic Materials	Solid Waste	Recyclable Materials	Organic Materials	Solid Waste	Solid Waste	Recyclable Materials	Organic Materials	C&D Materials	Bulky Items/ Reusable Materials	TOTAL											
REPORT FOR 12-MONTH PERIOD																								
1 Account Information # of weekly accounts (customers)	12,789	12,654	12,663	1,618	1,666	1,640	162	183	28	13	91	43		150	0.5		162	0				0		
Labor Information																								
2 # of regular route personnel	3.5	3.5	3.0	3.0	1.0	1.0	0.01	1.5	0.3	0.3	0.5	2.0	19.5	1.00	0.03	0.5	0.5	0.1		0.0				
3 Labor hours/day/person	9.2	9.2	9.2	9.2	9.2	9.2	9.2	10.8	10.0	10.0	10.0	10.1	10.0	10.0	10.0	10.0	11.7	0.0	0.0					
4 Total labor hours/year	8,372	8,372	7,176	7,172	2,392	2,392	26	4,113	835	658	1,199	5,260	47,967	2,600	83	1,300	1,518	299		0	0	0	0	
Route Information																								
# of routes per																								
5 Weekday	3.50	3.50	3.00	3.00	1.00	1.00	0.01	1.46	0.32	0.25	0.46	2.00	19.5	1.00	0.18	0.50	0.415	0.12		0.00	0.00	0.00	0.00	
6 Saturday													0.0				0.085	0.02						
7 Sunday													0.0											
# of persons per route per																								
8 Weekday	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	2.0		1.00	0.03	0.50	0.415	0.12		0.00				
9 Saturday																	0.085	0.02						
10 Sunday																								
# of route hours/day/route per																								
11 Weekday	9.2	9.2	9.2	9.2	9.2	9.2	9.2	10.8	10.0	10.0	10.0	10.1		10.0	10.0	10.00	4.0	0.00		0.00				
12 Saturday																	8.00	0.00						
13 Sunday																								
# of route hours per year per:																								
14 Weekday	8,372	8,372	7,176	7,172	2,392	2,392	26	4,113	835	658	1,199	10,520	53,227	2,600	83.2	1,300.00	1,044.00	0.00		0				
15 Saturday													0				416.00	0.00						
16 Sunday													0											
17 Total Route Hours per Year (all routes)	8,372	8,372	7,176	7,172	2,392	2,392	26	4,113	835	658	1,199	10,520	53,227	2,600	83	1,300	1,460	0		0	0	0	0	
18 # of FTE routes	4.03	4.03	3.45	3.45	1.15	1.15	0.01	1.98	0.40	0.32	0.58	5.06	25.59	1.25	0.04	0.63	0.70	0.00		0.00	0.00	0.00	0.00	
19 Total # of cart setups per day for all routes	2,848	2,904	3,071																					
20 # of cart setups/day/FTE route	708	721	890																					
21 # of cart setups per week for all routes	2,848	2,904	3,071																					
22 # of household drive-bys per wk for all routes	2,848	2,904	3,071																					
23 Set out rate (%)	100%	100%	100%																					
24 # of lifts or pulls per week for all routes				1,724	906	152	490	61	13	10	19	43		150	0	0	490	0						
25 # of lifts or pulls per year for all routes				89,648	47,112	7,904	25,480	3,154	692	545	993	2,253		7,800	24	0	25,480	0		0	0	0	0	
26 # of lifts or pulls per route hour				12.5	19.70	3.30	968.62	0.77	0.83	0.83	0.83	0.21		3.00	0.29	0.00	17.45	N/A		0.00	0.00	0.00	0.00	
Vehicle Information																								
27 # of regular collection vehicles (from Form 4)	2.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3.0	2.00	0.18	0.50	0.50							
28 # of spare collection vehicles (from Form 4)	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0											
29 Total # of collection vehicles	4.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	5.0	2.0	0.2		0.5	0.0		0.0	0.0	0.0	0.0	
Tonnage Information (annual)																								
31 Solid Waste Collected	6,129			16,452			0	9,820					32,401.4		30									
32 Recyclable Materials Collected		4,484			4,291				935				9,709.4											
33 Organic Materials Collected Residential And Commercial			8,037			2,340				1,790			12,166.2											
34 C&D											1,647		1,647.4											
35 HHW													0.0											
36 Bulky Items/Reusable Materials Collected (C&D)												843	843.2										50	
37 Other Materials Collected (Specify)												0	0.0											
38 Total Collected	6,129	4,484	8,037	16,452	4,291	2,340	0	9,820	935	1,790	1,647	843	56,767.6	843	30		0	0		0	0		50	
39 Processing residu disposed													0.0											
40 Net Diverted (Line 32 + 33 + 34 + 35 + 36 + 37- 39)	0	4,484	8,037	0	4,291	2,340	0	0	935	1,790	1,647	843	24,366	843	0		0	0		0	0		50	
														42.9%										

Notes for Form 2:

- Line 1 - Should equal the number of customer serviced on a weekly basis
- Line 2 - Data to be input by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.
- Line 3 - Identify number of hours per day each regular route employee will work each day (including breaks, pre- and post-route checks, etc., excludes casual/pool personnel).
- Line 4 - Should equal Line 2 \* Line 3 \* 260 days. Total should tie to total payroll hours.
- Lines 5, 6, and 7 - Information is to be reported for collection routes only and does not include any support (e.g., container delivery routes, cleanup routes, missed pickup routes etc.)
- Line 8, 9, and 10 - Data to be input by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.
- Lines 11, 12, and 13 - Identify number of hours per day each route will take to complete (including collection time and hauling time to transfer station, landfill, or processing site).
- Line 14 - Should equal Line 5 \* Line 11\* 260 days
- Line 15 - Should equal Line 6 \* Line 12 \* 52 weeks
- Line 16 - Should equal Line 7 \* Line 13 \* 52 weeks
- Line 17 - Should equal Line 14 + Line 15 + Line 16
- Line 18 - Should equal Line 17 / 2,080 hours
- Line 19 - Data to be input by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Form 6A
- Line 20 - Should equal Line 19 / Line 18
- Line 21 - Should equal Line 19 \* 5 days
- Line 22 - Data to be input by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Form 6A.
- Line 23 - Should equal Line 21 / Line 22
- Line 24 - Data to be input by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6B - 6E.
- Line 25 - Data to be input by proposer and should equal Line 24 \* 52 weeks. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6B - 6E.
- Line 26 - Should equal Line 25/ Line 17
- Line 27 - No input needed by proposer, data linked to Form 4 - Capital. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.
- Line 28 - No input needed by proposer, data linked to Form 4 - Capital. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.
- Line 29 - No input needed by proposer, data linked to Form 4 - Capital. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.
- Line 30 - Should equal Line 27 + Line 28 + Line 29
- Lines 31 - 37 - Data to be input by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.
- Line 38 - Should equal the sum of Line 31 + Line 32 + Line 33 + Line 34 + Line35 + Line 36 + Line 37
- Line 39 - Data to be input by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.
- Line 40 - Should equal Line 32 + Line 33 + Line 34 + Line 35 + Line 36 + Line 37 - Line 39

Pulls = pull and return etc.  
Full Time Equivalent (FTE) = 40 hours per week, 2,080 hours per year

Note to proposer: Input data in yellow shaded areas only.					
Route Personnel Headcount (include fraction of employee)	# of Regular Personnel	# of Casual/Pool	Total	Hourly Rate	Benefits Cost/Year/Hour
Residential / Multifamily / Commercial Cart Solid Waste (6A)	3.5	1.1	4.55	\$ 44.30	\$ 40.82
Residential / Multifamily/ Commercial Cart Recyclable Materials (6A)	3.5	1.1	4.55	\$ 44.30	\$ 40.82
Residential / Multifamily / Commercial Cart Organic Materials (6A)	3.0	0.9	3.90	\$ 44.30	\$ 40.82
Multifamily / Commercial Bin Solid Waste (6B)	3.0	1.9	4.90	\$ 44.30	\$ 40.82
Multifamily / Commercial Bin Recyclable Materials (6B)	1.0	0.3	1.30	\$ 44.30	\$ 41.22
Multifamily / Commercial Bin Organic Materials (6B)	1.0	0.3	1.30	\$ 44.30	\$ 40.82
City Litter Containers Solid Waste (6C)	0.0	0.0	0.01	\$ 44.30	\$ 40.83
Roll-Off Solid Waste (6D)	1.5	0.4	1.90	\$ 44.30	\$ 41.63
Roll-Off Recyclable Materials (6D)	0.3	0.1	0.42	\$ 44.30	\$ 41.22
Roll-Off Organic Materials (6D)	0.3	0.1	0.33	\$ 44.30	\$ 41.22
Roll-Off C&D Materials (6D)	0.5	0.1	0.60	\$ 44.30	\$ 41.22
Bulky Items/Reusable Materials (6E)	2.0	0.2	2.20	\$ 44.30	\$ 41.28
Subtotal Route Personnel	19.5	6.5	25.96		
Other Personnel Headcount (include fraction of employee)	Notes		# of Employees	Hourly Rate	Benefits Cost/Hour
Executive Management (CEO, CFO, COO, etc.)			0.16	\$ 91.75	\$ 22.00
General Manager			0.19	\$ 112.74	\$ 34.58
Operations Manager			0.19	\$ 84.13	\$ 29.08
Municipal Relations Manager			0.16	\$ 78.96	\$ 20.73
Safety Specialist			0.19	\$ 54.60	\$ 23.42
DISPATCH MANAGER			0.19	\$ 43.27	\$ 24.31
Dispatcher			0.78	\$ 31.50	\$ 19.54
Maintenance Supervisor			0.19	\$ 88.25	\$ 29.87
Vehicle Maintenance			2.31	\$ 52.09	\$ 37.08
Container Maintenance			1.30	\$ 44.30	\$ 40.11
Controller			0.16	\$ 71.87	\$ 20.03
Route Supervisor			1.25	\$ 50.75	\$ 22.66
Staff Accountant			0.16	\$ 46.28	\$ 17.49
Office Manager			0.16	\$ 46.25	\$ 17.49
Human Resources			0.16	\$ 48.08	\$ 17.69
Accounts Receivable Manager			0.16	\$ 59.13	\$ 18.77
Billings Clerks			1.00	\$ 31.25	\$ 19.49
TBD			-	\$ -	\$ -
TBD			-	\$ -	\$ -
Financial/ Operational Analyst			1.16	\$ 55.29	\$ 22.01
Payroll Clerk			0.16	\$ 38.50	\$ 21.02
Customer Service Supervisor			0.16	\$ 59.13	\$ 20.14
Customer Service Representatives			4.00	\$ 31.25	\$ 19.49
Technical Assistance			1.00	\$ 35.70	\$ 20.49
Recycling/Public Education Coordinator			0.16	\$ 65.63	\$ 19.16
Sustainability Specialist			1.00	\$ 35.70	\$ 20.49
CTO			0.16	\$ 37.97	\$ 16.67
Compliance Supervisor			0.16	\$ 38.04	\$ 16.53
Accounts Payable			0.16	\$ 32.50	\$ 19.63
Worker Comp Specialist			0.16	\$ 35.77	\$ 13.97
Subtotal Other Personnel			16.97		
	Total All Personnel		42.93		



Capital Requirements

City of San Leandro Base & Alternative Services

Proposer Name: Alameda County Industries, Inc. Presented in 2023 Dollars

Note to proposer: Input data in yellow shaded areas only.

	Quantity									Total Capital Cost Over Contract Term (in 2025 dollars)	Average Price
	New			Used			Total				
	Actual	Spare	Total	Actual	Spare	Total	Actual	Spare	Total		
Vehicles											
Collection Vehicles											
Residential / Multifamily / Commercial Cart Solid Waste (6A)	2.00	2.00	4.00			0	2.00	2	4	\$ 2,528,691.30	\$ 632,172.83
Residential / Multifamily/ Commercial Cart Recyclable Materials (6A)	-	-	-			0	-	0	0	\$ -	N/A
Residential / Multifamily / Commercial Cart Organic Materials (6A)	-	-	-			0	-	0	0	\$ -	N/A
Multifamily / Commercial Bin Solid Waste (6B)	1.00		1.00			0	1.00	0	1	\$ 608,641.07	\$ 608,641.07
Multifamily / Commercial Bin Recyclable Materials (6B)	-	-	-			0	-	0	0	\$ -	N/A
Multifamily / Commercial Bin Organic Materials (6B)	-	-	-			0	-	0	0	\$ -	N/A
City Litter Containers Solid Waste (6C)	-	-	-			0	-	0	0	\$ -	N/A
Roll-Off Solid Waste (6D)	-	-	-			0	-	0	0	\$ -	N/A
Roll-Off Recyclable Materials (6D)	-	-	-			0	-	0	0	\$ -	N/A
Roll-Off Organic Materials (6D)	-	-	-			0	-	0	0	\$ -	N/A
Roll-Off C&D Materials (6D)	-	-	-			0	-	0	0	\$ -	N/A
New Programs Bully Trees	1.00		1.00				1.00	0	1	\$493,702.25	\$ 493,702.25
Bulky Items/Reusable Materials (6E) Flatbed	-	-	-			0	-	0	0	\$ -	N/A
Bulky Items Box Van EV (6E)	1.00		1.00				1.00	0	1	\$476,614.60	\$ 476,614.60
Subtotal	5.00	2.00	7.00	-	-	0	5.00	2.00	7.00	\$ 4,107,649.21	
Other Vehicles											
Pickup Trucks (6F)	2.00	-	2			0	2.00	0	2	\$ 224,558.40	\$ 112,279.20
Container Distribution Forktruck (6F)	1.00	-	1			0	1.00	0	1	\$ 166,348.00	\$ 166,348.00
Mobile Service Truck	-	-	0			0	-	0	0	\$ -	N/A
Rear Loader Spare Xmas Trees (6E)	1.00		1			0	1.00	0	1	\$493,702.25	\$ 493,702.25
	-		0			0	-	0	0	\$0.00	N/A
	0		0			0	-	0	0	\$0.00	N/A
Subtotal	4	0	4	0	0	0	4.00	0	4	\$ 884,608.65	
							Total Vehicle Cost			\$ 4,992,257.85	
Containers Three Year Average on Purchases											
Carts											
Solid Waste 20-gallon	4,423	222	4645			0	4,423.00	222	4645	\$ -	\$ -
Solid Waste 35-gallon	7,235	362	7597			0	7,235.00	362	7597	\$ -	\$ -
Solid Waste 64-gallon	1,768	88	1856			0	1,768.00	88	1856	\$ -	\$ -
Solid Waste 96-gallon	521	26	547			0	521.00	26	547	\$ -	\$ -
Recyclable Material 20-gallon	-	-	0			0	-	0	0	\$ -	N/A
Recyclable Material 32-gallon	244	12	256			0	244.00	12	256	\$ -	\$ -
Recyclable Material 64-gallon	14,000	700	14700			0	14,000.00	700	14700	\$ -	\$ -
Recyclable Material 96-gallon	1,848	92	1940			0	1,848.00	92	1940	\$ -	\$ -
Organic Materials 20-gallon	-	-	0			0	-	0	0	\$ -	N/A
Organic Materials 32-gallon	600	30	630			0	600.00	30	630	\$ -	\$ -
Organic Materials 64-gallon	1,900	95	1995			0	1,900.00	95	1995	\$ -	\$ -
Organic Materials 96-gallon	14,700	735	15435			0	14,700.00	735	15435	\$ -	\$ -
Subtotal	47239	2362	49601	0	0	0	47,239.00	2362	49601	\$ -	
Bins											
1 cubic yard	343	19	362			0	343.00	19	362	\$ -	\$ -
1.5 cubic yards	25	2	27			0	25.00	2	27	\$ -	\$ -
2 cubic yards	509	26	535			0	509.00	26	535	\$ -	\$ -
3 cubic yards	342	19	361			0	342.00	19	361	\$ -	\$ -
4 cubic yards	284	15	299			0	284.00	15	299	\$ -	\$ -
5 cubic yards	23	2	25			0	23.00	2	25	\$ -	\$ -
6 cubic yards	55	3	58			0	55.00	3	58	\$ -	\$ -
7 cubic yards	7	2	9			0	7.00	2	9	\$ -	\$ -
8 cubic yards	15	2	17			0	15.00	2	17	\$ -	\$ -
Subtotal	1603	90	1693	0	0	0	1,603.00	90	1693	\$ -	
Drop Boxes											
10 cubic yards	19	2	21			0	19.00	2	21	\$ -	\$ -
15 cubic yards	9	1	10			0	9.00	1	10	\$ -	\$ -
20 cubic yards	55	6	61			0	55.00	6	61	\$ -	\$ -
30 cubic yards	35	4	39			0	35.00	4	39	\$ -	\$ -
40 cubic yards	38	4	42			0	38.00	4	42	\$ -	\$ -
50 cubic yards	2	0	2			0	2.00	0	2	\$ -	\$ -
Subtotal	158	17	175	0	0	0	158.00	17	175	\$ -	
Other (specify): __ Kitchen Pails	13500	1350	14850			0	13,500.00	1350	14850	\$ -	\$ -
Other (specify): _____	0	0	0			0	-	0	0		N/A
Subtotal	13500	1350	14850	0	0	0	13,500.00	1350	14850	\$ -	
							Total Container Cost			\$ -	
Other	Description										
Offices	Furniture Fixtures									\$ 40,000.00	
Processing Site(s)											
Transfer Station											
Corporation Yard/Maintenance											
Container Storage Yard	Container Staging Area									\$ -	
Shop Equipment	Shop Equipment									\$ 40,000.00	
Fueling Equipment											
Computer and Office Equipment										\$ 75,000.00	
Maintenance Capital										\$ -	
SB 1383 Container Label and Color Requirements											
Financing Amortization Costs										\$ 124,363	
Other (Specify): Public Education Initial Start-Up/Transition Period										\$153,200	
							Total Other Cost			\$ 432,562.66	
Total Capital Cost										\$ 5,424,820.51	

Note to proposer: Only input data for alternative service costs on this Form 5. No data input required for base services; costs are pulled automatically from Forms 6A through 6E.

RATE PERIOD 1	Residential / Multifamily / Commercial Cart Service (Form 6A)			Multifamily / Commercial Bin Service (Form 6B)			City Litter Containers (Form 6C)	Roll off (Form 6D)				Other (Form 6E)		Modified Bulky Item Collection w/Abandon Waste	Community Clean-Up Events	Enhanced Recycling Service	Enhanced Street Litter Container Service Route	Big Belly	Collection and Diversion Services at City-Sponsored Events Greening and Monitoring		Washington Square	Residential Cart Washing	Textile Recycling	
	Solid Waste	Recyclable Materials	Organic Materials	Solid Waste	Recyclable Materials	Organic Materials	Solid Waste	Solid Waste	Recyclable Materials	Organic Materials	C&D Materials	Bulky Items/ Reusable Materials	BASE TOTAL											ALT. TOTAL
July 1, 2025 through June 30, 2026																								
Cost of Operations																								
Labor-Related Costs	\$886,695	\$886,695	\$760,024	\$954,462	\$253,341	\$253,341	\$2,787	\$430,925	\$87,944	\$69,289	\$126,230	\$468,312	\$5,180,048	\$ 228,270.32	\$ 6,585.72	\$ 114,135.16	\$ 132,294.95	\$ 22,601.63	\$ -	\$ 53,433.74	\$ -	\$ 18,011.99	\$ 575,333.51	
Vehicle-Related Costs	\$103,693	\$100,898	\$86,484	\$107,816	\$39,685	\$39,685	\$317	\$66,901	\$14,673	\$11,560	\$21,060	\$24,992	\$617,763	\$21,243	\$1,280	\$13,686	\$76,086	\$0	\$54,000	\$0	\$ -	\$5,920	\$172,215	
Fuel Costs	\$77,679	\$77,679	\$66,582	\$53,514	\$17,848	\$17,848	\$244	\$40,632	\$8,911	\$7,021	\$12,791	\$30,048	\$410,797	\$0,047.68	800.25	11,097.00	\$11,097.00	-	-	-	-	-	\$ 53,041.92	
Other Costs	\$154,914	\$154,914	\$132,783	\$116,557	\$38,875	\$39,094	\$487	\$74,446	\$16,327	\$12,864	\$23,436	\$44,079	\$808,775	\$32,329	\$1,025	\$15,730	\$15,730	\$7,337	\$244	\$0	\$ -	\$1,197	\$73,592	
Direct Depreciation	\$565,782	\$0	\$0	\$60,864	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$146,402	\$773,048	\$49,370	\$0	\$31,609	\$31,609	\$0	\$0	\$10,000	\$ -	\$5,631	\$128,218	
Total Allocated Costs - Labor, Vehicle, Fuel & Other	\$702,729	\$701,123	\$600,962	\$708,111	\$200,967	\$201,093	\$2,204	\$352,177	\$73,466	\$57,883	\$105,450	\$326,047	\$4,032,212	\$108,440	\$0	\$0	\$0	\$0	\$0	\$0	\$ -	\$0	\$108,440	
Total Allocated Costs - Depreciation & Start-Up	\$25,538	\$25,479	\$21,839	\$25,733	\$7,303	\$7,308	\$80	\$12,798	\$2,670	\$2,104	\$3,832	\$11,849	\$146,534								\$ -		\$ -	
Total Cost of Operations	\$2,517,028	\$1,946,787	\$1,668,675	\$2,027,057	\$558,020	\$558,371	\$6,119	\$977,880	\$203,992	\$160,721	\$292,799	\$1,051,728	\$11,969,176	\$469,701	\$9,692	\$186,256	\$266,816	\$29,939	\$54,244	\$ -	\$63,434	\$0	\$30,759	\$ 1,110,841
Profit (Includes Franchise Fees)	\$343,231	\$265,471	\$227,547	\$276,417	\$76,094	\$76,141	\$834	\$133,347	\$27,817	\$21,916	\$39,927	\$143,417	\$1,632,160	\$64,050	\$1,322	\$25,399	\$36,384	\$4,083	\$7,397	\$8,650	\$0	\$4,194	\$ 151,478	
Pass-Through Costs																								
Disposal Costs	\$772,768	\$0	\$0	\$2,074,249	\$0	\$0	\$0	\$1,238,145	\$0	\$0	\$0	\$0	\$4,085,162										\$ -	
Recyclable Processing Costs	\$0	\$575,814	\$0	\$0	\$550,963	\$0	\$0	\$0	\$120,009	\$0	\$0	\$0	\$1,246,787								0	\$ -		
Reusable Materials Processing Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$238,689	\$238,689	\$238,689								\$ 10,250.00	\$248,939	
Other Processing Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0										\$ -	
Organics Processing Costs	\$0	\$0	\$1,300,441	\$0	\$0	\$421,142	\$0	\$0	\$0	\$322,147	\$0	\$0	\$2,043,731										\$ -	
C&D Processing Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$337,722	\$0	\$337,722										\$ -	
Interest Expense	\$125,085	\$0	\$0	\$30,107	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$72,420	\$227,613	\$ 22,509.42	\$ -	\$ 14,411.36	\$ 14,411.36	\$ -	\$ -	\$ -	\$ 4,559.31	\$ -	\$ -	\$ 55,891.46
Direct Lease Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0										\$ -	
Total Allocated Costs - Lease	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0										\$ -	
Total Pass-Through Costs	\$897,854	\$575,814	\$1,300,441	\$2,104,356	\$550,963	\$421,142	\$0	\$1,238,145	\$120,009	\$322,147	\$337,722	\$311,109	\$8,179,703	\$261,199	\$0	\$14,411	\$14,411	\$0	\$0	\$0	\$4,559	\$0	\$10,250	\$ 304,831
Total Costs before Cost Reimbursements*	\$3,758,113	\$2,788,072	\$3,196,663	\$4,407,830	\$1,185,077	\$1,055,654	\$6,954	\$2,349,373	\$351,818	\$504,784	\$670,448	\$1,506,254	\$21,781,039	\$794,950	\$11,013	\$226,066	\$317,612	\$34,021	\$61,641		\$76,643	\$0	\$45,204	\$ 1,567,150
Cost Reimbursements																								
Neutrality Fee	---	---	---	---	---	---	---	---	---	---	---	---	\$67,661	---	---	---	---	---	---	---	---	---	---	---
MRF Fee	---	---	---	---	---	---	---	---	---	---	---	---	\$169,248	---	---	---	---	---	---	---	---	---	---	---
Residual fee	---	---	---	---	---	---	---	---	---	---	---	---	\$21,705	---	---	---	---	---	---	---	---	---	---	---
Franchise fee	---	---	---	---	---	---	---	---	---	---	---	---	\$2,400,000	---	---	---	---	---	---	---	---	---	---	---
Total Cost Reimbursements	---	---	---	---	---	---	---	---	---	---	---	---	\$2,658,614											
Contract Administration	---	---	---	---	---	---	---	---	---	---	---	---	\$210,000											
VIF	---	---	---	---	---	---	---	---	---	---	---	---	\$600,000											
[Placeholder]	---	---	---	---	---	---	---	---	---	---	---	---	\$0											
Total Proposed Costs	---	---	---	---	---	---	---	---	---	---	---	---	\$25,249,654	\$794,950	\$11,013	\$226,066	\$317,612	\$34,021	\$61,641		\$76,643	\$0	\$45,204	\$1,567,150
Profit (Includes Franchise Fees)	---	---	---	---	---	---	---	---	---	---	---	---	\$1,632,160											---
Less: Franchise Fees	---	---	---	---	---	---	---	---	---	---	---	---	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Profit Margin	---	---	---	---	---	---	---	---	---	---	---	---	\$1,632,160											---
*Amounts to tie to Forms 6A through 6E.																								

Note to proposer: No data input required on Form 6; costs are pulled from Forms 6A-6E.

SUMMARY (Total Costs from Forms 6A through 6E)	Rate Period One		Rate Period One	
	July 1, 2025 through June 30, 2026		July 1, 2025 through June 30, 2026	
	Proposed 10-Year Cost Scenario		Proposed 15- Year Cost Scenario	
Labor-Related Costs (include regular & pool personnel)				
Regular Wages		\$2,066,762		\$2,066,762
Overtime Wages		\$644,285		\$644,285
Holiday Wages		\$165,617		\$165,617
Vacation Wages		\$236,579		\$236,579
Sick Leave Wages		\$123,661		\$123,661
Workers Compensation Insurance Premiums		\$279,151		\$279,151
Workers Compensation Claims		\$0		\$0
Health & Welfare		\$661,536		\$661,536
Pension/ Retirement Benefits		\$744,134		\$744,134
Payroll Taxes		\$258,320		\$258,320
Other (Please List)		\$2		\$2
Total Labor Related-Costs		\$5,180,048		\$5,180,048
Vehicle-Related Costs (do <b>not</b> include depreciation)				
Tires & Tubes		\$95,764		\$95,764
Parts & Supplies (fluid, oil, etc.)		\$198,275		\$198,275
Taxes & Licenses		\$80,802		\$80,802
Equipment Rental		\$115		\$115
Materials and Supplies		\$7,975		\$7,975
Hardware		\$220		\$220
Oil & Lube		\$23,254		\$23,254
Outside Repairs		\$144,286		\$144,286
Truck Washing		\$12,539		\$12,539
Dues & Subscriptions Third Eye		\$14,289		\$14,289
Shop Cleaning		\$387		\$387
Shop Supplies		\$18,644		\$18,644
Shop Small Tools		\$1,851		\$1,851
Communications		\$19,362		\$19,362
		\$0		
Total Vehicle-Related Costs		\$617,763		\$617,763
Fuel Costs Including <b>CNG, Diesel, gasoline</b> Electrical and CNG Station maintenance costs		\$410,797		\$410,797
Other Costs				
Liability & Property Damage Insurance		\$165,869		\$165,869
Equipment Insurance		\$244,322		\$244,322
Medical Testing		\$4,029		\$4,029
Training & Safety Programs		\$4,473		\$4,473
First Aid		\$0		\$0
Uniforms		\$27,325		\$27,325
Yard rent		\$260,797		\$260,797
Performance Bond Costs		\$97,500		\$97,500
Safety Expense		\$4,460		\$4,460
Total Other Costs		\$808,775		\$808,775
Direct Depreciation				
Container <b>Depreciation</b> Replacement Fund	\$	312,912.66	\$	312,912.66
Route Vehicle Depreciation		\$460,135	\$	332,817.19
Other Depreciation		\$0		
Total Direct Depreciation		\$ 773,047.80		\$645,730
Allocated Costs - <b>Labor, Vehicle, Fuel &amp; Other Costs</b>				
From General and Administrative (6F)		\$3,157,166		\$3,157,166
From Vehicle Maintenance (6F)		\$530,874		\$530,874
From Container Maintenance (6F)		\$344,171		\$344,171
Total Allocated Costs - Labor, Vehicle, Fuel & Other Costs		\$4,032,212		\$4,032,212
Allocated Costs - <b>Depreciation and Start-Up Costs</b>				
From General and Administrative (6F)		\$129,899		\$129,899
From Vehicle Maintenance (6F)		\$0		\$0
From Container Maintenance (6F)		\$16,635		\$16,635
Total Allocated Costs - Depreciation and Start-Up Costs		\$146,534		\$146,534
Total Cost of Operations		\$11,969,176		\$11,841,858
Gross Operating Ratio (% Operating Ratio; i.e., 90%):	88 %	\$1,632,160	88.00 %	\$1,614,799
Pass-Through Costs				
Disposal Cost	\$ 126.08 /ton	\$4,085,162		\$4,085,162
Recyclables Processing Costs	\$ 128.41 /ton	\$1,246,787		\$1,246,787
<b>Bulky/Reusable Materials Handling Costs (C&amp;D)</b>	<b>\$ 283.07 /ton</b>	<b>\$238,689</b>		<b>\$238,689</b>
Organics Processing Commercial	\$ 180.00 /ton	\$743,289		\$743,289
Organics Processing Costs Residential	\$ 161.81 /ton	\$1,300,441		\$1,300,441
C&D Processing Costs	\$ 205.00 /ton	\$337,722		\$337,722
Interest Expense		\$227,613		\$227,613
Direct Lease Costs				
Route Vehicles		\$0		\$0
Other (Please List)		\$0		\$0
Total Direct Lease Costs		\$0		\$0
Allocated Lease Costs				
From General and Administrative (6F)		\$0		\$0
From Vehicle Maintenance (6F)		\$0		\$0
From Container Maintenance (6F)		\$0		\$0
Total Allocated Lease Costs		\$0		\$0
Total Pass-Through Costs		\$8,179,703		\$8,179,703
Total Cost Before Cost Reimbursements		<b>\$21,781,039</b>		<b>\$21,636,360</b>
Cost Reimbursements to City				
<i>Neutrality Fee</i>		\$ 67,661.37		\$67,661
<i>MRF Fee</i>		\$ 169,248.23		\$169,248
<i>Residual fee</i>		\$ 21,704.58		\$21,705
<i>Franchise fee</i>		\$2,400,000		\$2,400,000
Total Reimbursements to City		\$ 2,658,614.18		\$2,658,614
<i>Contract Administration</i>		\$210,000		\$210,000
<i>VIF</i>		\$600,000		\$600,000
<i>[Placeholder]</i>		\$0		\$0
Total Proposed Cost		<b>\$25,249,654</b>		<b>\$25,104,974</b>
Franchise Fee		\$0		\$0
<b>Gross-Operating-Margin</b>		\$1,632,160		\$1,614,799
<b>Less- Franchise-Fee</b>		\$0		\$0
<b>Net-Profit-Margin</b>		\$1,632,160		\$1,614,799

Detailed Collection Cost Proposal Information

City of San Leandro Base & Alternative Services

Proposer Name: Alameda County Industries, Inc. Presented in 2023 Dollars

Note to proposer: Input data in yellow shaded areas only.

		Rate Period One			
		July 1, 2025 through June 30, 2026			
RESIDENTIAL, MULTIFAMILY, &COMMERCIAL CART COSTS		Solid Waste	Recyclable Materials	Organic Materials	Subtotal
Labor-Related Costs (include regular & pool personnel)					
Regular Wages		\$ 362,212.31	\$ 362,212.31	\$ 310,467.69	\$1,034,892
Overtime Wages		\$ 94,332.42	\$ 94,332.42	\$ 80,856.36	\$269,521
Holiday Wages		\$ 29,025.36	\$ 29,025.36	\$ 24,878.88	\$82,930
Vacation Wages		\$ 41,461.92	\$ 41,461.92	\$ 35,538.79	\$118,463
Sick Leave Wages		\$ 21,672.27	\$ 21,672.27	\$ 18,576.23	\$61,921
Workers Compensation Insurance Premiums		\$ 47,788.39	\$ 47,788.39	\$ 40,961.48	\$136,538
Workers Compensation Claims		\$ -	\$ -	\$ -	\$0
Health & Welfare		\$ 115,938.10	\$ 115,938.10	\$ 99,375.51	\$331,252
Pension/ Retirement Benefits		\$ 130,413.92	\$ 130,413.92	\$ 111,783.36	\$372,611
Payroll Taxes		\$ 43,850.48	\$ 43,850.48	\$ 37,586.12	\$125,287
Other (Please List)		\$ -	\$ -	\$ -	\$0
Total Labor Related-Costs		\$886,695	\$886,695	\$760,024	\$2,533,415
Vehicle-Related Costs (do <b>not</b> include depreciation)					
Tires & Tubes		15,420.23	15,420.23	13,217.34	\$44,058
Parts & Supplies (fluid, oil, etc.)		46,336.64	46,336.64	39,717.12	\$132,390
Taxes & Licenses		19,000.00	16,625.00	14,250.00	\$49,875
Equipment Rental		22.27	22.27	19.09	\$64
Materials and Supplies		1,191.81	1,191.81	1,021.55	\$3,405
Hardware		-	-	-	\$0
Oil & Lube		4,467.31	4,467.31	3,829.12	\$12,764
Outside Repairs		3,748.47	3,748.47	3,212.97	\$10,710
Truck Washing		2,380.59	2,380.59	2,040.51	\$6,802
Dues & Subscriptions Third Eye		3,360.00	2,940.00	2,520.00	\$8,820
Shop Cleaning		74.59	74.59	63.94	\$213
Shop Supplies		3,597.06	3,597.06	3,083.19	\$10,277
Shop Small Tools		357.16	357.16	306.14	\$1,020
Communications		3,736.44	3,736.44	3,202.66	\$10,676
Total Vehicle-Related Costs		103,692.56	100,897.56	86,483.62	291,073.74
Fuel Costs		77,678.98	77,678.98	66,581.98	\$221,940
Other Costs					
Liability & Property Damage Insurance		32,011.70	32,011.70	27,438.60	\$91,462
Equipment Insurance		46,200.00	46,200.00	39,600.00	\$132,000
Medical Testing		786.86	786.86	674.45	\$2,248
Training & Safety Programs		813.91	813.91	697.64	\$2,325
First Aid		-	-	-	\$0
Uniforms		5,338.87	5,338.87	4,576.17	\$15,254
Yard rent		50,511.53	50,511.53	43,295.60	\$144,319
Performance Bond Costs		18,436.72	18,436.72	15,802.90	\$52,676
Safety Expense		813.91	813.91	697.64	\$2,325
Total Other Costs		154,913.50	154,913.50	132,783.00	\$442,610
Direct Depreciation					
Container Depreciation		312,912.66	-	-	\$312,913
Route Vehicle Depreciation		252,869.13	-	-	\$252,869
Other Depreciation		-	-	-	\$0
Total Direct Depreciation		\$565,782	\$0	\$0	\$565,782
Allocated Costs - Labor, Vehicle, Fuel & Other Costs					
From General and Administrative (6F)		\$550,227	\$548,969	\$470,545	\$1,569,741
From Vehicle Maintenance (6F)		\$92,520	\$92,309	\$79,122	\$263,950
From Container Maintenance (6F)		\$59,982	\$59,845	\$51,295	\$171,122
Total Allocated Costs - Labor, Vehicle, Fuel & Other Costs		\$702,729	\$701,123	\$600,962	\$2,004,813
Allocated Costs - Depreciation and Start-Up Costs					
From General and Administrative (6F)		\$22,639	\$22,587	\$19,360	\$64,586
From Vehicle Maintenance (6F)		\$0	\$0	\$0	\$0
From Container Maintenance (6F)		\$2,899	\$2,892	\$2,479	\$8,271
Total Allocated Costs - Depreciation and Start-Up Costs		\$25,538	\$25,479	\$21,839	\$72,857
Total Cost of Operations		\$2,517,028	\$1,946,787	\$1,668,675	\$6,132,490
Profit (Enter % Operating Ratio; i.e. 95%):	88 %	\$343,231	\$265,471	\$227,547	\$836,249
Pass-Through Costs					
Disposal Cost	per ton \$ 126.08	\$772,768	\$0	\$0	\$772,768
Recyclables Processing Costs	\$ 128.41	\$0	\$575,814	\$0	\$575,814
Bulky/Reusable Materials Handling Costs (C&D)	\$ 283.07	\$0	\$0	\$0	\$0
Other Processing Costs: _____ (specify)	\$ -	\$0	\$0	\$0	\$0
Organics Processing Costs	\$ 161.81	\$0	\$0	\$1,300,441	\$1,300,441
C&D Processing Costs	\$ 205.00	\$0	\$0	\$0	\$0
Interest Expense		\$ 125,085.41	\$ -	\$ -	\$125,085
Direct Lease Costs					
Route Vehicles					\$0
Other (Please List)					\$0
Total Direct Lease Costs		\$0	\$0	\$0	\$0
Allocated Lease Costs					
From General and Administrative (6E)		\$0	\$0	\$0	\$0
From Vehicle Maintenance (6E)		\$0	\$0	\$0	\$0
From Container Maintenance (6E)		\$0	\$0	\$0	\$0
Total Allocated Lease Costs		\$0	\$0	\$0	\$0
Total Pass-Through Costs		\$897,854	\$575,814	\$1,300,441	\$2,774,109
Total Cost		\$3,758,113	\$2,788,072	\$3,196,663	\$9,742,848

Detailed Collection Cost Proposal Information

City of San Leandro Base & Alternative Services

Proposer Name: Alameda County Industries, Inc. Presented in 2023 Dollars

Note to proposer: Input data in yellow shaded areas only.

		Rate Period One			
		July 1, 2025 through June 30, 2026			
MULTIFAMILY & COMMERCIAL BIN COSTS		Solid Waste	Recyclable Materials	Organic Materials	Subtotal
Labor-Related Costs (include regular & pool personnel)					
Regular Wages		\$ 389,894.81	\$ 103,489.23	\$ 103,489.23	\$596,873
Overtime Wages		\$ 101,541.89	\$ 26,952.12	\$ 26,952.12	\$155,446
Holiday Wages		\$ 31,243.66	\$ 8,292.96	\$ 8,292.96	\$47,830
Vacation Wages		\$ 44,630.70	\$ 11,846.26	\$ 11,846.26	\$68,323
Sick Leave Wages		\$ 23,328.60	\$ 6,192.08	\$ 6,192.08	\$35,713
Workers Compensation Insurance Premiums		\$ 51,440.68	\$ 13,653.83	\$ 13,653.83	\$78,748
Workers Compensation Claims		\$ -	\$ -	\$ -	\$0
Health & Welfare		\$ 124,798.80	\$ 33,125.17	\$ 33,125.17	\$191,049
Pension/ Retirement Benefits		\$ 140,380.96	\$ 37,261.12	\$ 37,261.12	\$214,903
Payroll Taxes		\$ 47,201.80	\$ 12,528.71	\$ 12,528.71	\$72,259
Other (Please List)		\$ -	\$ -	\$ -	\$0
Total Labor Related-Costs		\$954,462	\$253,341	\$253,341	\$1,461,145
Vehicle-Related Costs (do <b>not</b> include depreciation)					
Tires & Tubes		23,215.86	7,743.11	7,743.11	\$38,702
Parts & Supplies (fluid, oil, etc.)		29,595.07	9,870.75	9,870.75	\$49,337
Taxes & Licenses		4,750.00	4,750.00	4,750.00	\$14,250
Equipment Rental		15.26	5.09	5.09	\$25
Materials and Supplies		760.29	253.58	253.58	\$1,267
Hardware		-	-	-	\$0
Oil & Lube		3,061.51	1,021.09	1,021.09	\$5,104
Outside Repairs		38,623.68	12,882.03	12,882.03	\$64,388
Truck Washing		1,631.42	544.12	544.12	\$2,720
Dues & Subscriptions Third Eye		840.00	840.00	840.00	\$2,520
Shop Cleaning		51.10	17.04	17.04	\$85
Shop Supplies		2,465.09	822.17	822.17	\$4,109
Shop Small Tools		244.75	81.63	81.63	\$408
Communications		2,561.49	854.33	854.33	\$4,270
Total Vehicle-Related Costs		107,815.51	39,684.94	39,684.94	187,185.38
Fuel Costs		53,513.78	17,848.27	17,848.27	\$89,210
Other Costs					
Liability & Property Damage Insurance		21,919.37	7,310.69	7,310.69	\$36,541
Equipment Insurance		39,577.04	13,200.00	13,200.00	\$65,977
Medical Testing		656.24	218.87	218.87	\$1,094
Training & Safety Programs		556.66	185.66	185.66	\$928
First Aid		-	-	-	\$0
Uniforms		3,485.63	1,162.55	1,162.55	\$5,811
Yard rent		34,011.46	11,343.73	11,343.73	\$56,699
Performance Bond Costs		15,793.74	5,267.63	5,267.63	\$26,329
Safety Expense		556.66	185.66	405.33	\$1,148
Total Other Costs		116,556.79	38,874.80	39,094.47	\$194,526
Direct Depreciation					
Container Depreciation		\$ -	\$ -	\$ -	\$0
Route Vehicle Depreciation		\$ 60,864.11	\$ -	\$ -	\$60,864
Other Depreciation		\$ -	\$ -	\$ -	\$0
Total Direct Depreciation		\$60,864	\$0	\$0	\$60,864
Allocated Costs - Labor, Vehicle, Fuel & Other Costs					
From General and Administrative (6F)		\$554,441	\$157,355	\$157,453	\$869,249
From Vehicle Maintenance (6F)		\$93,229	\$26,459	\$26,476	\$146,163
From Container Maintenance (6F)		\$60,441	\$17,154	\$17,164	\$94,759
Total Allocated Costs - Labor, Vehicle, Fuel & Other Costs		\$708,111	\$200,967	\$201,093	\$1,110,172
Allocated Costs - Depreciation and Start-Up Costs					
From General and Administrative (6F)		\$22,812	\$6,474	\$6,478	\$35,765
From Vehicle Maintenance (6F)		\$0	\$0	\$0	\$0
From Container Maintenance (6F)		\$2,921	\$829	\$830	\$4,580
Total Allocated Costs - Depreciation and Start-Up Costs		\$25,733	\$7,303	\$7,308	\$40,345
Total Cost of Operations		\$2,027,057	\$558,020	\$558,371	\$3,143,447
Profit (Enter % Operating Ratio; i.e. 95%):	88 %	\$276,417	\$76,094	\$76,141	\$428,652
Pass-Through Costs		per ton			
Disposal Cost	\$ 126.08	\$2,074,249	\$0	\$0	\$2,074,249
Recyclables Processing Costs	\$ 128.41	\$0	\$550,963	\$0	\$550,963
Bulky/Reusable Materials Handling Costs (C&D)	\$ 283.07	\$0	\$0	\$0	\$0
Other Processing Costs: _____ (specify)	\$ -	\$0	\$0	\$0	\$0
Organics Processing Costs	\$ 180.00	\$0	\$0	\$421,142	\$421,142
C&D Processing Costs	\$ 205.00	\$0	\$0	\$0	\$0
Interest Expense		\$ 30,107.32	\$ -	\$ -	\$30,107
Direct Lease Costs					
Route Vehicles					\$0
Other (Please List)					\$0
Total Direct Lease Costs		\$0	\$0	\$0	\$0
Allocated Lease Costs					
From General and Administrative (6F)		\$0	\$0	\$0	\$0
From Vehicle Maintenance (6F)		\$0	\$0	\$0	\$0
From Container Maintenance (6F)		\$0	\$0	\$0	\$0
Total Allocated Lease Costs		\$0	\$0	\$0	\$0
Total Pass-Through Costs		\$2,104,356	\$550,963	\$421,142	\$3,076,462
Total Cost		\$4,407,830	\$1,185,077	\$1,055,654	\$6,648,561

Detailed Collection Cost Proposal Information

City of San Leandro Base & Alternative Services

Proposer Name: Alameda County Industries, Inc. Presented in 2023 Dollars

Note to proposer: Input data in yellow shaded areas only.

		Rate Period One	
		July 1, 2025 through June 30, 2026	
CITY LITTER COSTS		Solid Waste	Subtotal
Labor-Related Costs (include regular & pool personnel)			
Regular Wages		\$1,138.09	\$1,138.09
Overtime Wages		\$296.40	\$296.40
Holiday Wages		\$91.20	\$91.20
Vacation Wages		\$130.28	\$130.28
Sick Leave Wages		\$68.10	\$68.10
Workers Compensation Insurance Premiums		\$150.15	\$150.15
Workers Compensation Claims		\$0.00	\$0.00
Health & Welfare		\$364.46	\$364.46
Pension/ Retirement Benefits		\$409.97	\$409.97
Payroll Taxes		\$137.80	\$137.80
Other (Please List)		\$1.00	\$1.00
Total Labor Related-Costs		\$2,787.44	\$2,787.44
Vehicle-Related Costs (do <b>not</b> include depreciation)			
Tires & Tubes		\$48.45	\$48.45
Parts & Supplies (fluid, oil, etc.)		\$145.59	\$145.59
Taxes & Licenses		\$52.24	\$52.24
Equipment Rental		\$0.07	\$0.07
Materials and Supplies		\$3.74	\$3.74
Hardware		\$0.00	\$0.00
Oil & Lube		\$14.04	\$14.04
Outside Repairs		\$11.78	\$11.78
Truck Washing		\$7.48	\$7.48
Dues & Subscriptions Third Eye		\$9.24	\$9.24
Shop Cleaning		\$0.23	\$0.23
Shop Supplies		\$11.30	\$11.30
Shop Small Tools		\$1.12	\$1.12
Communications		\$11.74	\$11.74
Total Vehicle-Related Costs		\$317.03	\$317.03
Fuel Costs		\$244.07	\$244.07
Other Costs			
Liability & Property Damage Insurance		\$100.58	\$100.58
Equipment Insurance		\$145.16	\$145.16
Medical Testing		\$2.47	\$2.47
Training & Safety Programs		\$2.56	\$2.56
First Aid		\$0.00	\$0.00
Uniforms		\$16.78	\$16.78
Yard rent		\$158.71	\$158.71
Performance Bond Costs		\$57.93	\$57.93
Safety Expense		\$2.56	\$2.56
Total Other Costs		\$486.75	\$486.75
Direct Depreciation			
Container Depreciation		\$0.00	\$0.00
Route Vehicle Depreciation		\$0.00	\$0.00
Other Depreciation		\$0.00	\$0.00
Total Direct Depreciation		\$0.00	\$0.00
Allocated Costs - <b>Labor, Vehicle, Fuel &amp; Other Costs</b>			
From General and Administrative (6F)		\$1,725.52	\$1,725.52
From Vehicle Maintenance (6F)		\$290.14	\$290.14
From Container Maintenance (6F)		\$188.10	\$188.10
Total Allocated Costs - Labor, Vehicle, Fuel & Other Costs		\$2,203.77	\$2,203.77
Allocated Costs - <b>Depreciation and Start-Up Costs</b>			
From General and Administrative (6F)		\$71.00	\$71.00
From Vehicle Maintenance (6F)		\$0.00	\$0.00
From Container Maintenance (6F)		\$9.09	\$9.09
Total Allocated Costs - Depreciation and Start-Up Costs		\$80.09	\$80.09
Total Cost of Operations		\$6,119.14	\$6,119.14
Profit (Enter % Operating Ratio; i.e. 95%):	88.00 %	\$834.43	\$834.43
Pass-Through Costs			
Disposal Cost	per ton \$ 126.08	\$0.00	\$0.00
Recyclables Processing Costs	\$ 128.41	\$0.00	\$0.00
Bulky/Reusable Materials Handling Costs (C&D)	\$ 283.07	\$0.00	\$0.00
Other Processing Costs: _____ (specify)	\$ -	\$0.00	\$0.00
Organics Processing Costs	\$ 161.81	\$0.00	\$0.00
C&D Processing Costs	\$ 205.00	\$0.00	\$0.00
Interest Expense		\$0.00	\$0.00
Direct Lease Costs			
Route Vehicles		\$0.00	\$0.00
Other (Please List)		\$0.00	\$0.00
Total Direct Lease Costs		\$0.00	\$0.00
Allocated Lease Costs			
From General and Administrative (6F)		\$0.00	\$0.00
From Vehicle Maintenance (6F)		\$0.00	\$0.00
From Container Maintenance (6F)		\$0.00	\$0.00
Total Allocated Lease Costs		\$0.00	\$0.00
Total Pass-Through Costs		\$0.00	\$0.00
Total Cost		\$6,953.57	\$6,953.57

Detailed Collection Cost Proposal Information

City of San Leandro Base & Alternative Services

Proposer Name: Alameda County Industries, Inc. Presented in 2023 Dollars

Note to proposer: Input data in yellow shaded areas only.

		Rate Period One July 1, 2025 through June 30, 2026				
ROLL-OFF COSTS		Solid Waste	Recyclable Materials	Organic Materials	C&D Materials	Subtotal
Labor-Related Costs (include regular & pool personnel)						
Regular Wages		\$ 151,573.70	\$ 33,242.89	\$ 26,191.40	\$ 47,715.08	\$258,723
Overtime Wages		\$ 92,108.23	\$ 14,429.30	\$ 11,368.55	\$ 20,711.05	\$138,617
Holiday Wages		\$ 12,146.14	\$ 2,663.87	\$ 2,098.81	\$ 3,823.58	\$20,732
Vacation Wages		\$ 17,350.42	\$ 3,805.27	\$ 2,998.09	\$ 5,461.88	\$29,616
Sick Leave Wages		\$ 9,069.12	\$ 1,989.02	\$ 1,567.11	\$ 2,854.94	\$15,480
Workers Compensation Insurance Premiums		\$ 23,211.10	\$ 4,738.26	\$ 3,733.18	\$ 6,801.04	\$38,484
Workers Compensation Claims		\$ -	\$ -	\$ -	\$ -	\$0
Health & Welfare		\$ 48,516.21	\$ 10,640.49	\$ 8,383.43	\$ 15,272.80	\$82,813
Pension/ Retirement Benefits		\$ 54,573.85	\$ 11,969.05	\$ 9,430.17	\$ 17,179.73	\$93,153
Payroll Taxes		\$ 22,376.40	\$ 4,466.02	\$ 3,518.68	\$ 6,410.28	\$36,771
Other (Please List)		\$ -	\$ -	\$ -	\$ -	\$0
Total Labor Related-Costs		\$430,925	\$87,944	\$69,289	\$126,230	\$ 714,389.15
Vehicle-Related Costs (do <b>not</b> include depreciation)						
Tires & Tubes		6,199.87	1,359.75	1,071.32	1,951.71	10,582.64
Parts & Supplies (fluid, oil, etc.)		8,914.64	1,955.14	1,540.42	2,806.31	15,216.51
Taxes & Licenses		6,957.01	1,525.80	1,202.15	2,190.05	11,875.00
Equipment Rental		11.68	2.56	2.02	3.68	19.94
Materials and Supplies		1,787.69	392.07	308.91	562.76	3,051.44
Hardware		-	-	-	-	-
Oil & Lube		2,341.30	513.49	404.57	737.03	3,996.39
Outside Repairs		34,144.32	7,488.48	5,900.02	10,748.56	58,281.38
Truck Washing		1,247.71	273.65	215.60	392.78	2,129.74
Dues & Subscriptions Third Eye		1,230.29	269.83	212.59	387.29	2,100.00
Shop Cleaning		39.09	8.57	6.75	12.31	66.73
Shop Supplies		1,885.28	413.48	325.77	593.48	3,218.01
Shop Small Tools		187.21	41.06	32.35	58.93	319.55
Communications		1,955.09	428.79	337.83	615.46	3,337.18
Total Vehicle-Related Costs		66,901.19	14,672.66	11,560.29	21,060.35	114,194.49
Fuel Costs		40,632.09	8,911.36	7,021.08	12,790.90	\$69,355
Other Costs						
Liability & Property Damage Insurance		16,763.87	3,676.62	2,896.74	5,277.23	28,614.46
Equipment Insurance		19,333.15	4,240.11	3,340.70	6,086.03	\$33,000
Medical Testing		320.79	70.36	55.43	100.98	\$548
Training & Safety Programs		576.74	126.49	99.66	181.56	\$984
First Aid		-	-	-	-	\$0
Uniforms		2,685.71	589.03	464.08	845.46	\$4,584
Yard rent		26,474.10	5,806.26	4,574.63	8,333.99	\$45,189
Performance Bond Costs		7,715.15	1,692.07	1,333.15	2,428.71	\$13,169
Safety Expense		576.74	126.49	99.66	181.56	\$984
Total Other Costs		74,446.26	16,327.43	12,864.05	23,435.52	\$ 127,073.26
Direct Depreciation						
Container Depreciation		\$ -	\$ -	\$ -	\$ -	\$0
Route Vehicle Depreciation		\$ -	\$ -	\$ -	\$ -	\$0
Other Depreciation		\$ -	\$ -	\$ -	\$ -	\$0
Total Direct Depreciation		\$0	\$0	\$0	\$0	\$ -
Allocated Costs - <b>Labor, Vehicle, Fuel &amp; Other Costs</b>						
From General and Administrative (6F)		\$275,750	\$57,523	\$45,321	\$82,566	\$461,160
From Vehicle Maintenance (6F)		\$46,367	\$9,672	\$7,621	\$13,883	\$77,543
From Container Maintenance (6F)		\$30,060	\$6,271	\$4,941	\$9,001	\$50,272
Total Allocated Costs - Labor, Vehicle, Fuel & Other Costs		\$352,177	\$73,466	\$57,883	\$105,450	\$588,976
Allocated Costs - <b>Depreciation and Start-Up Costs</b>						
From General and Administrative (6F)		\$11,346	\$2,367	\$1,865	\$3,397	\$18,974
From Vehicle Maintenance (6F)		\$0	\$0	\$0	\$0	\$0
From Container Maintenance (6F)		\$1,453	\$303	\$239	\$435	\$2,430
Total Allocated Costs - Depreciation and Start-Up Costs		\$12,798	\$2,670	\$2,104	\$3,832	\$21,404
Total Cost of Operations		\$977,880	\$203,992	\$160,721	\$292,799	\$1,635,392
Profit (Enter % Operating Ratio; i.e. .95%):	88.00 %	\$133,347	\$27,817	\$21,916	\$39,927	\$223,008
Pass-Through Costs						
Disposal Cost	per ton \$ 126.08	\$1,238,145	\$0	\$0	\$0	\$1,238,145
Recyclables Processing Costs	\$ 128.41	\$0	\$120,009	\$0	\$0	\$120,009
Bulky/Reusable Materials Handling Costs (C&D)	\$ 283.07	\$0	\$0	\$0	\$0	\$0
Other Processing Costs: _____ (specify)	\$ -	\$0	\$0	\$0	\$0	\$0
Organics Processing Costs	\$ 180.00	\$0	\$0	\$322,147	\$0	\$322,147
C&D Processing Costs	\$ 205.00	\$0	\$0	\$0	\$337,722	\$337,722
Interest Expense		\$ -	\$ -	\$ -	\$ -	\$0
Direct Lease Costs						
Route Vehicles						\$0
Other (Please List)						\$0
Total Direct Lease Costs		\$0	\$0	\$0	\$0	\$0
Allocated Lease Costs						
From General and Administrative (6F)		\$0	\$0	\$0	\$0	\$0
From Vehicle Maintenance (6F)		\$0	\$0	\$0	\$0	\$0
From Container Maintenance (6F)		\$0	\$0	\$0	\$0	\$0
Total Allocated Lease Costs		\$0	\$0	\$0	\$0	\$0
Total Pass-Through Costs		\$1,238,145	\$120,009	\$322,147	\$337,722	\$2,018,023
Total Cost		\$2,349,373	\$351,818	\$504,784	\$670,448	\$3,876,423

Detailed Collection Cost Proposal Information

City of San Leandro Base & Alternative Services

Proposer Name: Alameda County Industries, Inc. Presented in 2023 Dollars

Note to proposer: Input data in yellow shaded areas only.

		Rate Period One July 1, 2025 through June 30, 2026	
OTHER COSTS		Bulky Items/ Reusable Materials	Subtotal
Labor-Related Costs (include regular & pool personnel)			
Regular Wages		\$ 175,135.62	\$175,136
Overtime Wages		\$ 80,404.50	\$80,405
Holiday Wages		\$ 14,034.24	\$14,034
Vacation Wages		\$ 20,047.52	\$20,048
Sick Leave Wages		\$ 10,478.90	\$10,479
Workers Compensation Insurance Premiums		\$ 25,230.60	\$25,231
Workers Compensation Claims		\$ -	\$0
Health & Welfare		\$ 56,057.98	\$56,058
Pension/ Retirement Benefits		\$ 63,057.28	\$63,057
Payroll Taxes		\$ 23,864.11	\$23,864
Other (Please List)		\$ 1.00	\$1
Total Labor Related-Costs		\$468,312	\$468,312
Vehicle-Related Costs (do <b>not</b> include depreciation)			
Tires & Tubes		\$ 2,372.62	\$2,373
Parts & Supplies (fluid, oil, etc.)		\$ 1,186.11	\$1,186
Taxes & Licenses		\$ 4,750.00	\$4,750
Equipment Rental		\$ 6.36	\$6
Materials and Supplies		\$ 247.50	\$248
Hardware		\$ 219.50	\$220
Oil & Lube		\$ 1,376.00	\$1,376
Outside Repairs		\$ 10,895.27	\$10,895
Truck Washing		\$ 880.18	\$880
Dues & Subscriptions Third Eye		\$ 840.00	\$840
Shop Cleaning		\$ 21.31	\$21
Shop Supplies		\$ 1,027.74	\$1,028
Shop Small Tools		\$ 102.05	\$102
Communications		\$ 1,067.29	\$1,067
Total Vehicle-Related Costs		\$ 24,991.90	\$24,992
Fuel Costs		30,047.68	\$30,048
Other Costs			
Liability & Property Damage Insurance		9,151.41	\$9,151
Equipment Insurance		13,200.00	\$13,200
Medical Testing		136.43	\$136
Training & Safety Programs		232.09	\$232
First Aid		-	\$0
Uniforms		1,659.14	\$1,659
Yard rent		14,431.84	\$14,432
Performance Bond Costs		5,267.63	\$5,268
Total Other Costs		\$44,079	\$44,079
Direct Depreciation			
Container Depreciation		\$ -	\$0
Route Vehicle Depreciation		\$ 146,401.91	\$146,402
Other Depreciation		\$ -	\$0
Total Direct Depreciation		\$146,402	\$146,402
Allocated Costs - Labor, Vehicle, Fuel & Other Costs			
From General and Administrative (6F)		\$255,290	\$255,290
From Vehicle Maintenance (6F)		\$42,927	\$42,927
From Container Maintenance (6F)		\$27,830	\$27,830
Total Allocated Costs - Labor, Vehicle, Fuel & Other Costs		\$326,047	\$326,047
Allocated Costs - Depreciation and Start-Up Costs			
From General and Administrative (6F)		\$10,504	\$10,504
From Vehicle Maintenance (6F)		\$0	\$0
From Container Maintenance (6F)		\$1,345	\$1,345
Total Allocated Costs - Depreciation and Start-Up Costs		\$11,849	\$11,849
Total Cost of Operations		\$1,051,728	\$1,051,728
Profit (Enter % Operating Ratio; i.e. 95%):	88.00 %	\$143,417	\$143,417
Pass-Through Costs			
Disposal Cost	per ton \$ 126.08	\$0	\$0
Recyclables Processing Costs	\$ 128.41	\$0	\$0
Bulky Items/Reusable Materials Handling Costs (C&D)	\$ 283.07	\$238,689	\$238,689
Other Processing Costs: _____ (specify)	\$ -	\$0	\$0
Organics Processing Costs	\$ 161.81	\$0	\$0
C&D Processing Costs	\$ 205.00	\$0	\$0
Interest Expense		72,419.84	\$72,420
Direct Lease Costs			
Route Vehicles			\$0
Other (Please List)			\$0
Total Direct Lease Costs		\$0	\$0
Allocated Lease Costs			
From General and Administrative (6F)		\$0	\$0
From Vehicle Maintenance (6F)		\$0	\$0
From Container Maintenance (6F)		\$0	\$0
Total Allocated Lease Costs		\$0	\$0
Total Pass-Through Costs		\$311,109	\$311,109
Total Cost		\$1,506,254	\$1,506,254



Detailed Collection Cost Proposal Information  
Proposer Name: Alameda County Industries, Inc. Presented in 2023 Dollars

City of San Leandro Base & Alternative Services

Note to proposer: Input data in yellow shaded areas only.				
Rate Period One				
July 1, 2025 through June 30, 2026				
PROPOSED ALLOCATED COST	General and	Vehicle	Container	Subtotal
	Administrative	Maintenance	Maintenance	
Labor-Related Costs (include non-route personnel only)				
Regular Wages	\$ 1,121,308.49	\$ 216,571.58	\$ 103,489.23	\$1,441,369
Overtime Wages	\$ 42,007.11	\$ 37,601.74	\$ 44,920.20	\$124,529
Holiday Wages	\$ 25,729.96	\$ 11,569.77	\$ 5,528.64	\$42,828
Vacation Wages	\$ 79,325.64	\$ 24,790.64	\$ 11,846.26	\$115,963
Sick Leave Wages	\$ 43,268.53	\$ 11,569.77	\$ 6,192.08	\$61,030
Workers Compensation Insurance Premiums	\$ 31,387.28	\$ 26,762.00	\$ 14,495.08	\$72,644
Workers Compensation Claims	\$ -	\$ -	\$ -	\$0
Health & Welfare	\$ 358,271.51	\$ 48,759.04	\$ 33,125.17	\$440,156
Pension/ Retirement Benefits	\$ 35,657.90	\$ 55,015.17	\$ 37,261.12	\$127,934
Payroll Taxes	\$ 105,841.63	\$ 24,064.14	\$ 13,691.80	\$143,598
Other (Please List)	\$ -	\$ -	\$ -	\$0
Total Labor Related-Costs	\$1,842,798	\$456,704	\$270,550	\$2,570,051
Vehicle-Related Costs				
Tires & Tubes	\$ 2,135.60	-	2,372.62	\$4,508
Parts & Supplies (fluid, oil, etc.)	\$ 900.00	-	1,186.11	\$2,086
Taxes & Licenses	\$ 520.68	800.00	3,500.00	\$4,821
Equipment Rental	\$ -	-	6.36	\$6
Materials and Supplies	\$ -	-	247.50	\$248
Hardware	\$ -	-	219.50	\$220
Oil & Lube	\$ 200.95	-	1,376.00	\$1,577
Outside Repairs	\$ -	-	10,895.27	\$10,895
Truck Washing	\$ -	-	880.18	\$880
Shop Cleaning	\$ -	-	-	\$0
Shop Supplies	\$ -	-	21.31	\$21
Shop Small Tools	\$ -	-	1,027.74	\$1,028
Communications	\$ 3,757.23	-	102.05	\$3,859
Total Vehicle-Related Costs	\$ 7,514.46	\$ 800.00	\$ 21,834.62	\$30,149
Fuel Costs	\$ 21,911.68	69,520.02	30,047.68	\$121,479
Other Costs				
Liability & Property Damage Insurance	\$ -	-	-	\$0
Equipment Insurance	\$ -	3,850.00	5,280.00	\$9,130
Medical Testing	\$ -	-	136.43	\$136
Training & Safety Programs	\$ -	-	232.09	\$232
First Aid	\$ -	-	-	\$0
Uniforms	\$ -	-	1,659.14	\$1,659
Yard rent	\$ -	-	14,431.84	\$14,432
Performance Bond Costs	\$ -	-	-	\$0
Accounting Services	\$ 41,741.97	-	-	\$41,742
Advertising	\$ -	-	-	\$0
Bad Debt	\$ 20,000.00	-	-	\$20,000
Bank Charges	\$ 35,672.42	-	-	\$35,672
Bank Charges-CPFA	\$ 643.50	-	-	\$644
Building Security	\$ 1,672.29	-	-	\$1,672
Business Licenses	\$ 7,996.23	-	-	\$7,996
Credit Card Discounts	\$ 198,000.00	-	-	\$ 198,000.00
Consulting Services	\$ 146,859.18	-	-	\$146,859
Continuing Education	\$ -	-	-	\$0
Contract Services	\$ 82,050.99	-	-	\$82,051
Contributions	\$ 11,949.41	-	-	\$11,949
Dues & Subscriptions	\$ 11,538.05	-	-	\$11,538
Insurance - General Liability	\$ -	-	-	\$0
Janitorial Services	\$ 8,431.70	-	-	\$8,432
Legal Services	\$ 24,738.80	-	-	\$24,739
Meals & Entertainment	\$ 7,198.16	-	-	\$7,198
Office Equipment Expense	\$ 11,701.65	-	-	\$11,702
Part Time Office	\$ -	-	-	\$0
Office Supplies	\$ 12,558.71	-	-	\$12,559
Payroll Processing Fees	\$ 24,209.49	-	-	\$24,209
Mailing Services	\$ 14,111.33	-	-	\$14,111
Postage	\$ 22,893.49	-	-	\$22,893
Annual Public Education and Outreach	\$ 407,500.00	-	-	\$407,500
Promotion	\$ -	-	-	\$0
Repairs & Maintenance-Office	\$ 12,423.38	-	-	\$12,423
Rent - Office	\$ 19,479.34	-	-	\$19,479
Rent Yard	\$ -	-	-	\$0
Taxes - property state & federal	\$ 10,344.76	-	-	\$10,345
Travel	\$ 20,000.00	-	-	\$20,000
Gas & Electricity	\$ 64,351.38	-	-	\$64,351
Telephone	\$ 39,670.70	-	-	\$39,671
Water	\$ 5,538.98	-	-	\$5,539
Wages - Office & Admin.	\$ -	-	-	\$0
FICA - Employer's Contribution	\$ -	-	-	\$0
FUI - Employer's Contribution	\$ -	-	-	\$0
SUI - Employer's Contribution	\$ -	-	-	\$0
Employee Benefits	\$ -	-	-	\$0
Payroll Insurance W/C Admin	\$ -	-	-	\$0
Sewer Expense	\$ 1,848.08	-	-	\$1,848
Yard Maintenance	\$ 19,818.26	-	-	\$19,818
Total Other Costs	\$1,284,942	\$3,850	\$21,739	\$1,310,532
Total Labor, Vehicle, Fuel, and Other Costs	\$3,157,166	\$530,874	\$344,171	\$4,032,212
Depreciation (non-route specific) and Start-Up Costs				
Vehicle Depreciation (non-route vehicles)	\$ 22,455.84	\$ -	\$ 16,634.80	\$39,091
Other Depreciation	-	-	-	\$0
Procurement Cost Reimbursement	\$54,187	-	-	\$54,187
Start-up Costs (Not related to Public Education - See Form 4)	\$ 53,256.27	-	-	\$53,256
Total Depreciation and Start-Up Costs	\$129,899	\$0	\$16,635	\$146,534
Lease Costs				
Facility Costs: _____ (describe)	-	-	-	\$0
Other Lease Costs: _____ (describe)	-	-	-	\$0
Total Lease Costs	\$0	\$0	\$0	\$0
Total Costs to be Allocated	\$3,287,066	\$530,874	\$360,806	\$4,178,746
Labor, Vehicle, Fuel, & Other Costs Allocated Out	Percentage			
To Residential / Multifamily / Commercial Cart Solid Waste (6A)	17.43%	\$550,227	\$92,520	\$59,982
To Residential / Multifamily / Commercial Cart Recyclable Materials (6A)	17.39%	\$548,969	\$92,309	\$59,845
To Residential / Multifamily / Commercial Cart Organic Materials (6A)	14.90%	\$470,545	\$79,122	\$51,295
To Multifamily / Commercial Bin Solid Waste (6B)	17.56%	\$554,441	\$93,229	\$60,441
To Multifamily / Commercial Bin Recyclable Materials (6B)	4.98%	\$157,355	\$26,459	\$17,154
To Multifamily / Commercial Bin Organic Materials (6B)	4.99%	\$157,453	\$26,476	\$17,164
To City Litter Containers Solid Waste (6C)	0.05%	\$1,726	\$290	\$188
To Roll-Off Solid Waste (6D)	8.73%	\$275,750	\$46,367	\$30,060
To Roll-Off Recyclable Materials (6D)	1.82%	\$57,523	\$9,672	\$6,271
To Roll-Off Organic Materials(6D)	1.44%	\$45,321	\$7,621	\$4,941
To Roll-Off C&D Materials(6D)	2.62%	\$82,566	\$13,883	\$9,001
To Bulky Item Service (6E)	8.09%	\$255,290	\$42,927	\$27,830
Total Labor, Vehicle, Fuel & Other Costs Allocated Out	100.00%	\$3,157,166	\$530,874	\$344,171
Depreciation and Start-Up Costs Allocated Out				
To Residential / Multifamily / Commercial Cart Solid Waste (6A)	17.43%	\$22,639	\$0	\$2,899
To Residential / Multifamily / Commercial Cart Recyclable Materials (6A)	17.39%	\$22,587	\$0	\$2,892
To Residential / Multifamily / Commercial Cart Organic Materials (6A)	14.90%	\$19,360	\$0	\$2,479
To Multifamily / Commercial Bin Solid Waste (6B)	17.56%	\$22,812	\$0	\$2,921
To Multifamily / Commercial Bin Recyclable Materials (6B)	4.98%	\$6,474	\$0	\$829
To Multifamily / Commercial Bin Organic Materials (6B)	4.99%	\$6,478	\$0	\$830
To City Litter Containers Solid Waste (6C)	0.05%	\$71	\$0	\$9
To Roll-Off Solid Waste (6D)	8.73%	\$11,346	\$0	\$1,453
To Roll-Off Recyclable Materials (6D)	1.82%	\$2,367	\$0	\$303
To Roll-Off Organic Materials(6D)	1.44%	\$1,865	\$0	\$239
To Roll-Off C&D Materials(6D)	2.62%	\$3,397	\$0	\$435
To Bulky Item Service (6E)	8.09%	\$10,504	\$0	\$1,345
Total Depreciation and Start-Up Costs Allocated Out	100.00%	\$129,899	\$0	\$16,635
Lease Costs Allocated Out				
To Residential / Multifamily / Commercial Cart Solid Waste (6A)	17.43%	\$0	\$0	\$0
To Residential / Multifamily / Commercial Cart Recyclable Materials (6A)	17.39%	\$0	\$0	\$0
To Residential / Multifamily / Commercial Cart Organic Materials (6A)	14.90%	\$0	\$0	\$0
To Multifamily / Commercial Bin Solid Waste (6B)	17.56%	\$0	\$0	\$0
To Multifamily / Commercial Bin Recyclable Materials (6B)	4.98%	\$0	\$0	\$0
To Multifamily / Commercial Bin Organic Materials (6B)	4.99%	\$0	\$0	\$0
To City Litter Containers Solid Waste (6C)	0.05%	\$0	\$0	\$0
To Roll-Off Solid Waste (6D)	8.73%	\$0	\$0	\$0
To Roll-Off Recyclable Materials (6D)	1.82%	\$0	\$0	\$0
To Roll-Off Organic Materials(6D)	1.44%	\$0	\$0	\$0
To Roll-Off C&D Materials(6D)	2.62%	\$0	\$0	\$0
To Bulky Item Service (6E)	8.09%	\$0	\$0	\$0
Total Lease Costs Allocated Out	100.00%	\$0	\$0	\$0
Total Allocated Out		\$3,287,066	\$530,874	\$360,806

Note to proposer: Input data in yellow shaded areas only.

Post-Collection Services (2023)	Facility(ies)	Per-Ton Rate (w/o Govt' Fees)	Govt' Fees (Per-ton)	Total Per-Ton Rate (w/ Govt' Fees)
Disposal	Altamont	\$ -	\$ -	\$ 126.08
Organics Residential	Altamont			\$ 161.81
Recyclables	ACI Recycling	\$ -		\$ 128.41
Mixed C&D	Davis Street			\$ 205.00
Bulky Items Processing C&D	ACI Recycling	\$ -		\$ 283.07
Organics Commercial	OMCF at Davis	\$ -		\$ 180.00
Mixed C&D	Davis Street			\$ 205.00
Other				\$ -

**EXHIBIT G2:**  
**INITIAL RATES FOR COLLECTION SERVICES**

---



**San Leandro**  
**Exhibit F - Customer Rates**  
**Effective February 1, 2025 - June 30, 2026**  
**RATES FOR SINGLE FAMILY CART SERVICE CUSTOMERS**

**Basic Monthly Collection Service (including Recyclables and Organics)**

Container Size	Curbside Quarterly Rate	No Charge	
		Backyard Quarterly Rate**	Chargeable Backyard Quarterly Rate
20-gallon Garbage Cart*	\$102.14	\$102.14	\$148.19
32-gallon Garbage Cart*	\$127.24	\$127.24	\$173.29
64-gallon Garbage Cart*	\$211.81	\$211.81	\$257.86
96-gallon Garbage Cart*	\$296.27	\$296.27	\$342.32

**Additional Carts (Rate per Additional Cart per Quarter)**

Container Size	Curbside Quarterly Rate	No Charge	
		Backyard Quarterly Rate**	Chargeable Backyard Quarterly Rate
Extra Organic Materials Cart	\$63.61	\$63.61	\$78.96
Extra Recyclable Materials Cart	\$63.61	\$63.61	\$78.96

\*Quarterly garbage cart rate also includes up to two 96-gallon Cart for Organics and up to two 96-gallon Cart for Recyclables. Customers can request Recyclables or Organics carts less than 96-gallons; however, this option does not discount the applicable garbage cart rate.

\*\*Alameda County Industries reserves the right to require those subscribers receiving free backyard service to provide verification of eligibility upon request.

**Low Income - Monthly Collection Service (including Recyclables and Organics)\*\*\***

Container Size	Curbside Quarterly Rate	No Charge	
		Backyard Quarterly Rate**	Chargeable Backyard Quarterly Rate
20-gallon Garbage Cart*	\$86.82	\$86.82	\$125.96
32-gallon Garbage Cart*	\$108.15	\$108.15	\$147.30

**Additional Carts (Rate per Additional Cart per Quarter)**

Container Size	Curbside Quarterly Rate	No Charge	
		Backyard Quarterly Rate**	Chargeable Backyard Quarterly Rate
Extra Organic Materials Cart	\$63.61	\$63.61	\$78.96
Extra Recyclable Materials Cart	\$63.61	\$63.61	\$78.96

\*Quarterly low income garbage cart rate also includes up to two 96-gallon Cart for Organics and up to two 96-gallon Cart for Recyclables. Customers can request Recyclables or Organics carts less than 96-gallons; however, this option does not discount the applicable garbage cart rate.

\*\*Alameda County Industries reserves the right to require those subscribers receiving free backyard service to provide verification of eligibility upon request.

\*\*\*Must qualify and Participate in the Pacific Gas and Electric Company's California Alternate Rates for Energy (CARE) Program. If CARE Program is discontinued then Low Income rates may be affected. Verification of CARE eligibility is required annually to qualify for Low Income Monthly Collection Service rate.

**San Leandro**  
**Exhibit F - Customer Rates**  
**Effective February 1, 2025 - June 30, 2026**  
**RATES FOR SINGLE FAMILY CART SERVICE CUSTOMERS**

**Rates for Miscellaneous Service for Single Family Cart Customers**

<b>Service</b>	<b>Description of Service</b>	<b>Rate per Occurrence</b>
Returned Check Fee	Charged when customer is paying for services by check and the item is rejected by customers' bank.	\$30.45
Return ACH Fee	Charged when customer is paying for services by debit/ACH and the item is rejected by customers' bank.	\$10.83
Late Fee	Charged per quarter to delinquent accounts.	\$23.61
Extra Garbage Bag Stickers	Customer may purchase stickers to place garbage bags at the curb for removal.	\$9.22
Holiday Tree Collection	Holiday Trees will be collected beginning the 1st working day after December 25th and ending then last working day in January each year. Fake and flocked trees will not be collected for diversion, but will be collected and disposed of.	\$0.00
Household Batteries Collection Service	Service for Household Batteries is part of Recyclable Materials program, provided that those batteries have been separately packaged in a sealed, clear plastic bag on top of the Recyclable Materials Cart.	\$0.00
Used Oil and Filter Collection Service	Service for up to one (1) time per week and up to three (3) Used Oil Recovery Kits or three (3) Customer supplied jugs. Program is for the collection of used motor oil and filter and cooking oil.	\$0.00

**San Leandro**  
**Exhibit F - Customer Rates**  
**Effective February 1, 2025 - June 30, 2026**  
**RATES FOR SINGLE FAMILY CART SERVICE CUSTOMERS**

**Rates for Miscellaneous Service for Single Family Cart Customers**

<b>Service</b>	<b>Description of Service</b>	<b>Rate per Occurrence</b>
Bulky Item Collection Service	On-call service for up to three (3) cubic yards of Reusable Materials, Recyclable Materials, and Garbage; AND, up to three (3) Bulky Items of which one (1) may be an E-Waste Item. Can be scheduled up to two (2) times per year.	\$0.00
Bulky Item Collection Service - Overage Fee	If a Customer exceeds the service levels of the bulky item collection service. Items shall be collected and the fee will be charged.	\$56.52
3rd Bulky Item Collection Service	Charged when a customer schedules a bulky clean up service in excess of two services over a 12-month period.	\$169.58

**San Leandro**  
**Exhibit F - Customer Rates**  
**Effective February 1, 2025 - June 30, 2026**

**RATES FOR ON-CALL SINGLE FAMILY CART SERVICES**

**Additional On-Call Pick-Up Service for Garbage Cart (Cost per Pick-Up)**

Container Size	Pick-Up On Regularly Scheduled Day	Pick-Up Other than Regularly Scheduled Day
20	\$6.80	\$22.44
32	\$6.80	\$27.91
64	\$13.54	\$50.98
96	\$20.37	\$71.28

**Additional On-Call Pick-Up Service for Recyclable Materials Cart (Cost per Pick-Up)**

Container Size	Pick-Up On Regularly Scheduled Day	Pick-Up Other than Regularly Scheduled Day
32	\$8.04	\$27.99
64	\$16.04	\$46.60
96	\$23.56	\$65.17

**Additional On-Call Pick-Up Service for Organic Materials Cart (Cost per Pick-Up)**

Container Size	Pick-Up On Regularly Scheduled Day	Pick-Up Other than Regularly Scheduled Day
32	\$6.03	\$27.99
64	\$12.04	\$46.60
96	\$17.68	\$65.17

**Pick-up Service for Contaminated Recyclable Materials Cart (Cost per Pick-Up)**

Container Size	Pick-Up On Regularly Scheduled Day	Pick-Up Other than Regularly Scheduled Day
32	\$8.04	\$10.05
64	\$16.04	\$20.05
96	\$23.56	\$29.45

**Pick-up for Service for Contaminated Organic Materials Cart (Cost per Pick-Up)**

Container Size	Pick-Up On Regularly Scheduled Day	Pick-Up Other than Regularly Scheduled Day
32	\$10.05	\$12.56
64	\$20.05	\$25.06
96	\$29.46	\$36.83



**San Leandro**  
**Exhibit F - Customer Rates**  
**Effective February 1, 2025 - June 30, 2026**

**RATES FOR MULTI-FAMILY BIN SERVICE CUSTOMERS**

**Garbage Bin (Loose) Collection Rates (Cost per month)**

Container Size	Loose Material					
	Pick-Ups per Week					
	1	2	3	4	5	6
1 cubic yard	\$158.05	\$319.81	\$477.83	\$635.89	\$771.86	\$955.68
1.5 cubic yard	\$238.89	\$477.83	\$716.77	\$955.68	\$1,194.56	\$1,433.49
2 cubic yard	\$319.81	\$635.89	\$955.68	\$1,275.48	\$1,591.56	\$1,911.35
3 cubic yard	\$477.83	\$955.68	\$1,433.52	\$1,911.35	\$2,389.20	\$2,867.06
4 cubic yard	\$635.89	\$1,275.48	\$1,911.35	\$2,547.26	\$3,186.85	\$3,822.71
5 cubic yard	\$797.66	\$1,591.56	\$2,389.20	\$3,184.97	\$3,980.73	\$4,778.42
6 cubic yard	\$955.68	\$1,911.35	\$2,867.06	\$3,822.71	\$4,778.42	\$5,734.08
7 cubic yard	\$1,113.73	\$2,231.16	\$3,332.79	\$4,458.60	\$5,576.02	\$6,689.77
8 cubic yard	\$1,275.47	\$2,550.95	\$3,822.68	\$5,098.14	\$6,373.62	\$6,926.61

Container Size	Compacted Material					
	Pick-Ups per Week					
	1	2	3	4	5	6
1 cubic yard	\$243.01	\$491.74	\$734.71	\$977.74	\$1,186.82	\$1,469.46
1.5 cubic yard	\$367.31	\$730.38	\$1,102.11	\$1,469.46	\$1,836.76	\$2,204.15
2 cubic yard	\$594.85	\$1,182.76	\$1,777.57	\$2,372.39	\$2,960.32	\$3,569.08
3 cubic yard	\$955.75	\$1,913.00	\$2,867.24	\$3,823.00	\$4,778.75	\$5,734.49
4 cubic yard	\$1,271.80	\$2,550.96	\$3,822.68	\$5,087.19	\$6,358.99	\$7,630.78
5 cubic yard	\$1,226.87	\$2,452.95	\$3,679.42	\$4,905.90	\$6,132.37	\$7,358.84
6 cubic yard	\$1,469.46	\$2,938.93	\$4,408.39	\$5,877.86	\$7,347.32	\$8,816.79
7 cubic yard	\$1,712.48	\$3,424.95	\$5,137.44	\$6,849.92	\$8,562.39	\$10,274.87
8 cubic yard	\$1,961.15	\$3,922.31	\$5,883.45	\$7,844.61	\$9,805.76	\$11,766.92

Multi-Family Garbage collection services are available to six (6) times per week but not less than one (1) time per week (as requested by Customer). Saturday service requires three (3) service days during the week Monday through Friday. Customer shall subscribe to no less than ninety-six (96) gallons of Container capacity for every five (5) Dwelling Units.

**Recyclable Materials Bin Collection Rates (Cost per Month)**

Container Size	Loose or Compacted Material					
	Pick-Ups per Week					
	1	2	3	4	5	6
1 cubic yard	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1.5 cubic yard	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2 cubic yard	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3 cubic yard	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4 cubic yard	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5 cubic yard	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6 cubic yard	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7 cubic yard	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8 cubic yard	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Multi-Family Recyclables collection services are available to six (6) times per week but not less than one (1) time per week (as requested by Customer). Saturday service requires three (3) service days during the week Monday through Friday. Customer shall subscribe to no less than ninety-six (96) gallons of Container capacity for every five (5) Dwelling Units.

**Organic Material Bin Collection Rates (Cost per Month)**

Container Size	Loose or Compacted Material					
	Pick-Ups per Week					
	1	2	3	4	5	6
1 cubic yard	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1.5 cubic yard	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2 cubic yard	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3 cubic yard	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Multi-Family Organics collection services are available to six (6) times per week but not less than one (1) time per week (as requested by Customer). Saturday service requires three (3) service days during the week Monday through Friday. Customer shall subscribe to not less thirty two (32) gallons of Container capacity per Multi-Family Premises, and not less than five (5) gallons of Container capacity for every five (5) Dwelling Units.

**San Leandro**  
**Exhibit F - Customer Rates**  
**Effective February 1, 2025 - June 30, 2026**

**RATES FOR MULTI-FAMILY BIN SERVICE CUSTOMERS**

**Recyclable & Organic Rates - Per Month Per Multi-Family Dwelling Unit**

Material	Per Month/Per Unit
Recyclables	\$14.30
Organics	\$0.00

**Bin Push Rate (Cost per Month per Bin)**

Distance (Feet)	Pick-Ups per Week					
	1	2	3	4	5	6
1 - 20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21 - 40	\$44.95	\$89.91	\$134.86	\$179.82	\$224.77	\$269.73
41 - 60	\$67.42	\$134.83	\$202.25	\$269.67	\$337.08	\$404.49
61 - 80	\$89.92	\$179.84	\$269.76	\$359.68	\$449.60	\$539.52
81 - 100	\$112.37	\$224.74	\$337.11	\$449.49	\$561.85	\$674.22
101 - 120	\$134.81	\$269.62	\$404.43	\$539.24	\$674.05	\$808.86
121 - 140	\$157.31	\$314.61	\$471.91	\$629.21	\$786.52	\$943.82
141 - 160	\$179.79	\$359.58	\$539.35	\$719.14	\$898.93	\$1,078.72
161 - 180	\$202.28	\$404.56	\$606.84	\$809.11	\$1,011.40	\$1,213.68
181 - 200	\$224.73	\$449.47	\$674.19	\$898.92	\$1,123.65	\$1,348.38
201 - 220	\$257.90	\$515.79	\$773.69	\$1,031.59	\$1,289.48	\$1,547.38
221 - 240	\$279.31	\$558.61	\$837.92	\$1,117.23	\$1,396.54	\$1,675.85
241 - 260	\$300.74	\$601.49	\$902.22	\$1,202.96	\$1,503.70	\$1,804.45
261 - 280	\$314.63	\$629.25	\$943.89	\$1,258.52	\$1,573.14	\$1,887.77
281 - 300	\$337.12	\$674.24	\$1,011.36	\$1,348.49	\$1,685.61	\$2,022.73

**San Leandro**  
**Exhibit F - Customer Rates**  
**Effective February 1, 2025 - June 30, 2026**

**RATES FOR MULTI-FAMILY BIN SERVICE CUSTOMERS**

**Rates for Miscellaneous Service for Multi-Family Customers**

Service	Description of Service	Rate per Occurrence
Returned Check Fee	Charged when customer is paying for services by check and the item is rejected by customers' bank.	\$30.45
Return ACH Fee	Charged when customer is paying for services by debit/ACH and the item is rejected by customers' bank.	\$10.83
Late Fee	Charged per quarter to delinquent accounts.	\$17.71
Lock Charge	Delivery of lock to customer for use on ACI container.	\$31.64
Extra Garbage Bag Stickers	Customer may purchase stickers to place garbage bags at the curb for removal.	\$9.22
Holiday Tree Collection	Holiday Trees will be collected beginning the 1st working day after December 25th and ending then last working day in January each year. Fake and flocked trees will not be collected for diversion, but will be collected and disposed of.	\$0.00
Household Batteries Collection Service	Service for Household Batteries is part of Recyclable Materials program, provided that those batteries have been separately packaged in a sealed, clear plastic bag on top of the Recyclable Materials Cart.	\$0.00
Used Oil and Filter Collection Service	Service for up to one (1) time per week and up to three (3) Used Oil Recovery Kits or three (3) Customer supplied jugs. Program is for the	\$0.00
Textile Program	Biannual curbside program to collect textiles from multi-family residences.	\$0.00
Annual Leaf Program	Annual program to supply Single Family residences with leaf bags to be removed as part of the organics program. Information for the program will be made available to residents prior to the annual pick up program begins. Information can also be found on our website.	\$0.00
Bulky Item Collection Service	On-call service for up to three (3) cubic yards of Reusable Materials, Recyclable Materials, and Garbage; AND, up to three (3) Bulky Items of which one (1) may be an E-Waste Item. Can be scheduled up to two (2) times per year.	\$0.00
Bulky Item Collection Service - Overage Fee	If a Customer exceeds the service levels of the bulky item collection service. Items shall be	\$56.52
3rd Bulky Item Collection Service	Charged when a customer schedules a bulky clean up service in excess of two services over a 12-month period.	\$169.58

**San Leandro**  
**Exhibit F - Customer Rates**  
**Effective February 1, 2025 - June 30, 2026**

**RATES FOR MULTI-FAMILY ON-CALL BIN SERVICES**

**Additional On-Call Pick-Up Service for Garbage Bins (Cost per Pick-Up)**

Container Size	Loose Materials	Compacted Materials
1	\$55.32	\$125.27
1.5	\$83.63	\$187.92
2	\$111.94	\$202.25
3	\$167.25	\$378.83
4	\$222.56	\$504.11
5	\$279.18	\$626.37
6	\$334.48	\$751.64
7	\$389.80	\$876.91
8	\$446.40	\$1,002.18

**Additional On-Call Pick-Up Service for Recyclable Materials Bins (Cost per Pick-Up)**

Container Size	Loose Materials	Compacted Materials
1	\$50.14	\$100.23
1.5	\$75.77	\$150.35
2	\$101.42	\$190.39
3	\$151.53	\$303.07
4	\$201.65	\$403.29
5	\$252.92	\$501.18
6	\$303.04	\$601.41
7	\$353.19	\$701.66
8	\$404.44	\$801.89

**Additional On-Call Pick-Up Service for Organic Materials Bins (Cost per Pick-Up)**

Container Size	Loose Materials	Compacted Materials
1	\$37.61	\$87.70
1.5	\$56.81	\$137.82
2	\$76.06	\$177.86
3	\$113.65	\$290.53

**Pick-Up Service for Contaminated Recyclable Materials Bin (Cost per Pick-Up)**

Container Size	Pick-Up On Regularly Scheduled Day	Pick-Up Other than Regularly Scheduled Day
1	\$50.14	\$62.69
1.5	\$75.21	\$94.03
2	\$100.28	\$125.37
3	\$150.42	\$188.04
4	\$200.56	\$250.72
5	\$250.70	\$313.40
6	\$300.84	\$376.09
7	\$350.98	\$438.76
8	\$401.12	\$501.44

**Pick-Up Service for Contaminated Organic Materials Bin (Cost per Pick-Up)**

Container Size	Pick-Up On Regularly Scheduled Day	Pick-Up Other than Regularly Scheduled Day
1	\$62.68	\$78.35
1.5	\$94.69	\$118.36
2	\$126.77	\$158.46
3	\$189.41	\$236.76

**San Leandro**  
**Exhibit F - Customer Rates**  
**Effective February 1, 2025 - June 30, 2026**

**RATES FOR COMMERCIAL SERVICE CUSTOMERS**

**Garbage Cart Collection Rates (Cost per month)\***

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$29.77	\$60.18	\$89.94	\$119.80	\$149.74	\$179.69
64-gallon Cart	\$59.50	\$120.44	\$179.91	\$239.59	\$290.67	\$359.39
96-gallon Cart	\$87.41	\$176.84	\$264.25	\$351.67	\$426.89	\$530.92

**Garbage Bin (Loose) Collection Rates (Cost per month)**

Container Size	Loose Material					
	Pick-Ups per Week					
	1	2	3	4	5	6
1 cubic yard	\$185.98	\$376.33	\$562.28	\$748.27	\$908.31	\$1,124.57
1.5 cubic yard	\$281.14	\$562.28	\$843.45	\$1,124.57	\$1,405.72	\$1,686.85
2 cubic yard	\$376.33	\$748.27	\$1,124.57	\$1,500.87	\$1,872.83	\$2,249.14
3 cubic yard	\$562.28	\$1,124.57	\$1,686.85	\$2,249.14	\$2,811.42	\$3,373.69
4 cubic yard	\$748.27	\$1,500.87	\$2,249.14	\$2,997.38	\$3,750.01	\$4,498.28
5 cubic yard	\$938.57	\$1,872.83	\$2,811.40	\$3,750.01	\$4,684.27	\$5,622.91
6 cubic yard	\$1,124.57	\$2,249.14	\$3,373.69	\$4,498.28	\$5,622.91	\$6,747.44
7 cubic yard	\$1,310.53	\$2,625.42	\$3,935.24	\$5,246.58	\$6,561.42	\$7,872.03
8 cubic yard	\$1,500.87	\$2,997.38	\$4,498.28	\$5,999.22	\$7,495.73	\$8,996.61

Container Size	Compacted Material					
	Pick-Ups per Week					
	1	2	3	4	5	6
1 cubic yard	\$285.97	\$571.93	\$857.89	\$1,143.86	\$1,429.83	\$1,715.79
1.5 cubic yard	\$432.28	\$864.56	\$1,296.85	\$1,729.13	\$2,161.41	\$2,593.69
2 cubic yard	\$699.97	\$1,391.80	\$2,091.70	\$2,791.61	\$3,483.47	\$4,199.79
3 cubic yard	\$1,043.84	\$2,087.66	\$3,131.53	\$4,175.37	\$5,219.21	\$6,263.04
4 cubic yard	\$1,389.10	\$2,839.87	\$4,167.28	\$5,556.37	\$6,945.46	\$8,334.56
5 cubic yard	\$1,443.15	\$2,886.30	\$4,329.45	\$5,772.61	\$7,215.76	\$8,658.91
6 cubic yard	\$1,729.14	\$3,458.27	\$5,187.41	\$6,916.55	\$8,645.69	\$10,374.82
7 cubic yard	\$2,015.07	\$4,030.14	\$6,045.21	\$8,060.29	\$10,075.35	\$12,090.42
8 cubic yard	\$2,307.74	\$4,615.47	\$6,923.21	\$9,230.94	\$11,538.67	\$13,846.41

\*Commercial Garbage collection services are available to six (6) times per week but not less than one (1) time per week (as requested by Customer). Saturday service requires three (3) service days during the week Monday through Friday. Customer shall subscribe to no less than ninety-six (96) gallons of Container capacity for every five (5) Commercial Premises for shared service.

**Recyclable Materials Cart Collection Rates for More Frequent Service (Cost per Month)\*\***

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$23.82	\$48.14	\$71.95	\$95.84	\$119.79	\$143.75
64-gallon Cart	\$47.60	\$96.35	\$143.93	\$191.67	\$232.54	\$287.51
96-gallon Cart	\$69.93	\$141.47	\$211.40	\$281.34	\$341.51	\$424.74

**Recyclable Materials Bin Collection Rates (Cost per Month)**

Container Size	Loose Material					
	Pick-Ups per Week					
	1	2	3	4	5	6
1 cubic yard	\$148.78	\$301.06	\$449.82	\$598.62	\$726.65	\$899.66
1.5 cubic yard	\$224.91	\$449.82	\$674.76	\$899.66	\$1,124.58	\$1,349.48
2 cubic yard	\$301.06	\$598.62	\$899.66	\$1,200.70	\$1,498.26	\$1,799.31
3 cubic yard	\$449.82	\$899.66	\$1,349.48	\$1,799.31	\$2,249.14	\$2,698.95
4 cubic yard	\$598.62	\$1,200.70	\$1,799.31	\$2,397.90	\$3,000.01	\$3,598.62
5 cubic yard	\$750.86	\$1,498.26	\$2,249.12	\$3,000.01	\$3,747.42	\$4,498.33
6 cubic yard	\$899.66	\$1,799.31	\$2,698.95	\$3,598.62	\$4,498.33	\$5,397.95
7 cubic yard	\$1,048.42	\$2,100.34	\$3,148.19	\$4,197.26	\$5,249.14	\$6,297.62
8 cubic yard	\$1,200.70	\$2,397.90	\$3,598.62	\$4,799.38	\$5,996.58	\$7,197.29

**San Leandro**  
**Exhibit F - Customer Rates**  
**Effective February 1, 2025 - June 30, 2026**

**RATES FOR COMMERCIAL SERVICE CUSTOMERS**

**Recyclable Materials Bin Collection Rates (Cost per Month)**

Container Size	Compacted Material					
	Pick-Ups per Week					
	1	2	3	4	5	6
1 cubic yard	\$276.73	\$559.97	\$836.67	\$1,113.43	\$1,351.57	\$1,673.37
1.5 cubic yard	\$418.33	\$836.67	\$1,255.05	\$1,673.37	\$2,091.72	\$2,510.03
2 cubic yard	\$559.97	\$1,113.43	\$1,673.37	\$2,233.30	\$2,786.76	\$3,346.72
3 cubic yard	\$836.67	\$1,673.37	\$2,510.03	\$3,346.72	\$4,183.40	\$5,020.05
4 cubic yard	\$1,113.43	\$2,233.30	\$3,346.72	\$4,460.09	\$5,580.02	\$6,693.43
5 cubic yard	\$1,396.60	\$2,786.76	\$4,183.36	\$5,580.02	\$6,970.20	\$8,366.89
6 cubic yard	\$1,673.37	\$3,346.72	\$5,020.05	\$6,693.43	\$8,366.89	\$10,040.19
7 cubic yard	\$1,950.06	\$3,906.63	\$5,855.63	\$7,806.90	\$9,763.40	\$11,713.57
8 cubic yard	\$2,233.30	\$4,460.09	\$6,693.43	\$8,926.85	\$11,153.64	\$13,386.96

\*\*Commercial customers will receive Recyclable collection for up to one Container, up to ninety-six (96) gallons of container capacity, one time per week, at no additional cost. Rates apply to all other Recyclable collection service.

Commercial Recyclables collection services are available to six (6) times per week but not less than one (1) time per week (as requested by Customer). Saturday service requires three (3) service days during the week Monday through Friday. Customer shall subscribe to no less than ninety-six (96) gallons of Container capacity for every five (5) Commercial Premises for shared service.

**Organic Materials Collection Rates for More Frequent Service (Cost per Month)\*\*\***

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$17.86	\$36.11	\$53.96	\$71.88	\$89.84	\$107.81
64-gallon Cart	\$35.70	\$72.26	\$107.95	\$143.75	\$174.40	\$215.63
96-gallon Cart	\$52.45	\$106.10	\$158.55	\$211.00	\$256.13	\$318.55

**Organic Materials Bin Collection Rates (Cost per Month)**

Container Size	Loose Material					
	Pick-Ups per Week					
	1	2	3	4	5	6
1 cubic yard	\$111.59	\$225.80	\$337.37	\$448.96	\$544.99	\$674.74
1.5 cubic yard	\$168.68	\$337.37	\$506.07	\$674.74	\$843.43	\$1,012.11
2 cubic yard	\$225.80	\$448.96	\$674.74	\$900.52	\$1,123.70	\$1,349.48
3 cubic yard	\$337.37	\$674.74	\$1,012.11	\$1,349.48	\$1,686.85	\$2,024.21

Container Size	Compacted Material					
	Pick-Ups per Week					
	1	2	3	4	5	6
1 cubic yard	\$207.56	\$419.99	\$627.51	\$835.07	\$1,013.68	\$1,255.02
1.5 cubic yard	\$313.74	\$627.51	\$941.29	\$1,255.02	\$1,568.78	\$1,882.52
2 cubic yard	\$419.99	\$835.07	\$1,255.02	\$1,674.97	\$2,090.08	\$2,510.03
3 cubic yard	\$627.51	\$1,255.02	\$1,882.52	\$2,510.03	\$3,137.54	\$3,765.03

\*\*\*Commercial customers will receive Organic collection for up to one Container, up to ninety-six (96) gallons of container capacity, one time per week, at no additional cost. Rates apply to all other Organics collection service.

Commercial customers will receive Organics collection for up to ninety-six (96) gallons of container capacity at no additional cost. Commercial Organics collection services are available to six (6) times per week but not less than one (1) time per week (as requested by Customer). Saturday service requires three (3) service days during the week Monday through Friday. Customer shall subscribe to no less than ninety-six (96) gallons of Container capacity for every five (5) Commercial Premises for shared service.

**San Leandro**  
**Exhibit F - Customer Rates**  
**Effective February 1, 2025 - June 30, 2026**

**RATES FOR COMMERCIAL SERVICE CUSTOMERS**

**Bin Push Rate (Cost per Month per Bin)**

Distance (Feet)	Pick-Ups per Week					
	1	2	3	4	5	6
1 - 20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21 - 40	\$44.95	\$89.91	\$134.86	\$179.82	\$224.77	\$269.73
41 - 60	\$67.42	\$134.83	\$202.25	\$269.67	\$337.08	\$404.49
61 - 80	\$89.92	\$179.84	\$269.76	\$359.68	\$449.60	\$539.52
81 - 100	\$112.37	\$224.74	\$337.11	\$449.49	\$561.85	\$674.22
101 - 120	\$134.81	\$269.62	\$404.43	\$539.24	\$674.05	\$808.86
121 - 140	\$157.31	\$314.61	\$471.91	\$629.21	\$786.52	\$943.82
141 - 160	\$179.79	\$359.58	\$539.35	\$719.14	\$898.93	\$1,078.72
161 - 180	\$202.28	\$404.56	\$606.84	\$809.11	\$1,011.40	\$1,213.68
181 - 200	\$224.73	\$449.47	\$674.19	\$898.92	\$1,123.65	\$1,348.38
201 - 220	\$257.90	\$515.79	\$773.69	\$1,031.59	\$1,289.48	\$1,547.38
221 - 240	\$279.31	\$558.61	\$837.92	\$1,117.23	\$1,396.54	\$1,675.85
241 - 260	\$300.74	\$601.49	\$902.22	\$1,202.96	\$1,503.70	\$1,804.45
261 - 280	\$314.63	\$629.25	\$943.89	\$1,258.52	\$1,573.14	\$1,887.77
281 - 300	\$337.12	\$674.24	\$1,011.36	\$1,348.49	\$1,685.61	\$2,022.73

**Cart Push Rate (Cost per Month per Cart)**

	Pick-Ups per Week					
	1	2	3	4	5	6
Any Distance	\$15.37	\$30.75	\$46.11	\$61.48	\$76.85	\$92.23

**Rates for Miscellaneous Service for Commercial Cart Customers**

Service	Description of Service	Rate per Occurrence
Returned Check Fee	Charged when customer is paying for services by check and the item is rejected by customers' bank.	\$30.45
Return ACH Fee	Charged when customer is paying for services by debit/ACH and the item is rejected by customers' bank.	\$10.83
Late Fee	Charged per quarter to delinquent accounts.	\$17.71
Lock Charge	Delivery of lock to customer for use on ACI container.	\$31.64
Annual Leaf Program	Annual program to supply Commercial customers with leaf bags to be removed as part of the organics program. Information for the program will be made available to residents prior to the annual pick up program begins. Information can also be found on our website	\$0.00

**San Leandro**  
**Exhibit F - Customer Rates**  
**Effective February 1, 2025 - June 30, 2026**

**RATES FOR COMMERCIAL ON-CALL SERVICES**

**Additional On-Call Pick-Up Service for Garbage Bins (Cost per Pick-Up)**

Container Size	Loose Materials	Compacted Materials
32	\$10.05	n/a
64	\$20.05	n/a
96	\$29.46	n/a
1	\$62.68	\$125.29
1.5	\$94.69	\$187.95
2	\$126.77	\$237.99
3	\$189.41	\$378.83
4	\$252.04	\$504.13
5	\$316.16	\$626.47
6	\$378.79	\$751.77
7	\$441.48	\$877.07
8	\$505.56	\$1,002.36

**Additional On-Call Pick-Up Service for Recyclable Materials Bins (Cost per Pick-Up)**

Container Size	Loose Materials	Compacted Materials
32	\$8.04	n/a
64	\$16.04	n/a
96	\$23.56	n/a
1	\$50.14	\$100.23
1.5	\$75.77	\$150.35
2	\$101.42	\$190.39
3	\$151.53	\$303.05
4	\$201.65	\$403.29
5	\$252.92	\$501.18
6	\$303.04	\$601.41
7	\$353.19	\$701.66
8	\$404.44	\$801.89

**Additional On-Call Pick-Up Service for Organic Materials Bins (Cost per Pick-Up)**

Container Size	Loose Materials	Compacted Materials
32	\$6.03	n/a
64	\$12.04	n/a
96	\$17.68	n/a
1	\$37.61	\$87.70
1.5	\$56.81	\$137.82
2	\$76.06	\$177.86
3	\$113.65	\$290.53



**San Leandro**  
**Exhibit F - Customer Rates**  
**Effective February 1, 2025 - June 30, 2026**

**RATES FOR COMMERCIAL ON-CALL SERVICES**

**Pick-Up Service for Contaminated Recyclable Materials Bin (Cost per Pick-Up)**

<b>Container Size</b>	<b>Pick-Up On Regularly Scheduled Day</b>	<b>Pick-Up Other than Regularly Scheduled Day</b>
32	\$8.04	\$10.05
64	\$16.04	\$20.05
96	\$23.56	\$29.46
1	\$50.14	\$62.68
1.5	\$75.21	\$94.01
2	\$100.28	\$125.35
3	\$150.42	\$188.03
4	\$200.56	\$250.70
5	\$250.70	\$313.38
6	\$300.84	\$376.05
7	\$350.98	\$438.73
8	\$401.12	\$501.40

**Pick-Up Service for Contaminated Organic Materials Bin (Cost per Pick-Up)**

<b>Container Size</b>	<b>Pick-Up On Regularly Scheduled Day</b>	<b>Pick-Up Other than Regularly Scheduled Day</b>
32	\$10.05	\$12.56
64	\$20.05	\$25.06
96	\$29.46	\$36.83
1	\$62.68	\$78.35
1.5	\$94.69	\$118.36
2	\$126.77	\$158.46
3	\$189.41	\$236.76

**San Leandro**  
**Exhibit F - Customer Rates**  
**Effective February 1, 2025 - June 30, 2026**  
**RATES FOR DROP BOX SERVICES**

**PER-PULL RATES:** Customer shall be charged a per-pull rate each time its drop box or compactor box is serviced. If container is not ready for service when driver arrives, customer will be charged the pull rate.

**DISPOSAL AND PROCESSING RATES:** In addition to the per-pull rate charged each time the drop box or compactor box is serviced, the customer will be charged for each ton of material in the drop box or compactor box based on actual weight of materials. Per-ton rates are listed. Per-ton charges will be assessed after materials are collected. Any source separated material deemed to be contaminated will be charged at the garbage rate (loose or compacted).

Material Type	Container Size (yards)	Per Pull Charge	Tonnage Charge (applied to net tons of box when dumped)
Loose Garbage	10/15/20	\$448.86	\$182.16
	30	\$574.37	\$182.16
	40/50	\$658.31	\$182.16
Compacted Garbage	10	\$1,040.79	N/A
	13/15	\$1,248.93	N/A
	18	\$1,405.06	N/A
	20	\$1,561.16	N/A
	22	\$1,717.16	N/A
	24/25/28	\$1,951.49	N/A
	30/32	\$2,341.75	N/A
	35/36/38/40	\$3,122.36	N/A
Dirt - Source Separated, Clean (Note: If deemed contaminated, charge will be at Loose Garbage rate)	10	\$269.30	\$109.31
Concrete (No dirt, no bricks, no rebar, no wet cement, no cement chunks larger than 6"x6"x12" in diameter)	10	\$269.30	\$109.31
Wood - Source Separated, Clean (No tree chunks larger than 12")	10/15/20	\$269.30	\$109.31
	30	\$344.61	\$109.31
	40	\$394.99	\$109.31
Yardwaste (No tree chunks larger than 12")	10/15/20	\$269.30	\$109.31
	30	\$344.61	\$109.31
	40	\$394.99	\$109.31
Single Stream Recyclables - Source Separated (Clean Glass, Clean Metal and Clean Cardboard)	10/15/20	\$269.30	N/A
	30	\$344.61	N/A
	40	\$394.99	N/A

**San Leandro**  
**Exhibit F - Customer Rates**  
**Effective February 1, 2025 - June 30, 2026**  
**RATES FOR DROP BOX SERVICES**

<b>Material Type</b>	<b>Container Size (yards)</b>	<b>Per Pull Charge</b>	<b>Tonnage Charge (applied to net tons of box when dumped)</b>
Commingled Recyclables - (No Garbage), Loose	10/15/20	\$359.08	N/A
	30	\$459.49	N/A
	40	\$526.65	N/A
Commingled Recyclables - (No Garbage), Compacted	15/20	\$1,248.93	N/A
	24/25	\$1,950.26	N/A
	30	\$1,873.40	N/A
	40	\$2,497.88	N/A
Single Stream Recyclables (no Garbage or Mixed Recyclables), Compacted (Clean Glass, Clean Metal and Clean Cardboard)	15/20	\$936.69	N/A
	30	\$1,405.05	N/A
	40	\$1,873.41	N/A
Organics (No Garbage), Compacted	15/20	\$1,170.89	N/A
	30	\$1,873.44	N/A
	40	\$2,497.88	N/A
C&D Debris Box (Note: If deemed contaminated, charge will be at Loose Garbage rate)	10	\$280.85	\$145.71
	15/20	\$359.08	\$145.71
	30	\$459.49	\$145.71
	40	\$526.64	\$145.71
Delivery Charge - Initial placement		\$78.06 per box	
Certificate of Destruction		\$276.02 per certificate	
Compactor Turn Around		\$187.69 per event	
If the container is not picked up within seven days, a demurrage charge will be applied each day until service is scheduled.		\$11.70 per day	
Overload Fee		\$253.95 per box	
Relocation Fee - to relocate boxes on site (per trip)		\$157.99 per trip	
Saturday Service		\$564.24 per box	
Steam Cleaning		\$153.88 per event	

**San Leandro**  
**Exhibit F - Customer Rates**  
**Effective February 1, 2025 - June 30, 2026**

**RATES FOR CITY LOCATIONS**

**Garbage Cart Collection Rates (Cost per month)\***

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$18.30	\$37.00	\$55.30	\$73.65	\$92.06	\$110.47
64-gallon Cart	\$36.58	\$74.05	\$110.61	\$147.30	\$178.70	\$220.95
96-gallon Cart	\$53.74	\$108.72	\$162.46	\$216.21	\$262.45	\$326.41

**Garbage Bin (Loose) Collection Rates (Cost per month)**

Container Size	Loose Material Pick-Ups per Week					
	1	2	3	4	5	6
1 cubic yard	\$114.34	\$231.37	\$345.69	\$460.04	\$558.43	\$691.39
1.5 cubic yard	\$172.84	\$345.69	\$518.55	\$691.39	\$864.24	\$1,037.08
2 cubic yard	\$231.37	\$460.04	\$691.39	\$922.73	\$1,151.42	\$1,382.77
3 cubic yard	\$345.69	\$691.39	\$1,037.08	\$1,382.77	\$1,728.46	\$2,074.14
4 cubic yard	\$460.04	\$922.73	\$1,382.77	\$1,842.79	\$2,305.51	\$2,765.54
5 cubic yard	\$577.03	\$1,151.42	\$1,728.45	\$2,305.51	\$2,879.89	\$3,456.97
6 cubic yard	\$691.39	\$1,382.77	\$2,074.14	\$2,765.54	\$3,456.97	\$4,148.33
7 cubic yard	\$805.71	\$1,614.11	\$2,419.39	\$3,225.60	\$4,033.96	\$4,839.72
8 cubic yard	\$922.73	\$1,842.79	\$2,765.54	\$3,688.32	\$4,608.37	\$5,531.12

Container Size	Compacted Material Pick-Ups per Week					
	1	2	3	4	5	6
1 cubic yard	\$175.81	\$351.62	\$527.43	\$703.25	\$879.06	\$1,054.87
1.5 cubic yard	\$265.77	\$531.53	\$797.30	\$1,063.07	\$1,328.83	\$1,594.60
2 cubic yard	\$430.34	\$855.68	\$1,285.98	\$1,716.28	\$2,141.64	\$2,582.03
3 cubic yard	\$641.75	\$1,283.49	\$1,925.26	\$2,567.02	\$3,208.77	\$3,850.52
4 cubic yard	\$854.02	\$1,745.95	\$2,562.04	\$3,416.06	\$4,270.07	\$5,124.09
5 cubic yard	\$887.25	\$1,774.50	\$2,661.75	\$3,549.00	\$4,436.25	\$5,323.50
6 cubic yard	\$1,063.08	\$2,126.14	\$3,189.22	\$4,252.29	\$5,315.37	\$6,378.44
7 cubic yard	\$1,238.87	\$2,477.73	\$3,716.60	\$4,955.47	\$6,194.33	\$7,433.19
8 cubic yard	\$1,418.80	\$2,837.59	\$4,256.39	\$5,675.18	\$7,093.97	\$8,512.77

\*Commercial Garbage collection services are available to six (6) times per week but not less than one (1) time per week (as requested by Customer). Saturday service requires three (3) service days during the week Monday through Friday. Customer shall subscribe to no less than ninety-six (96) gallons of Container capacity for every five (5) Commercial Premises for shared service.

**Recyclable Materials Cart Collection Rates for More Frequent Service (Cost per Month)\*\***

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$14.64	\$29.60	\$44.24	\$58.92	\$73.65	\$88.38
64-gallon Cart	\$29.26	\$59.24	\$88.49	\$117.84	\$142.96	\$176.76
96-gallon Cart	\$42.99	\$86.98	\$129.97	\$172.97	\$209.96	\$261.13

**Recyclable Materials Bin Collection Rates (Cost per Month)**

Container Size	Loose Material Pick-Ups per Week					
	1	2	3	4	5	6
1 cubic yard	\$91.47	\$185.09	\$276.55	\$368.03	\$446.74	\$553.11
1.5 cubic yard	\$138.28	\$276.55	\$414.84	\$553.11	\$691.39	\$829.66
2 cubic yard	\$185.09	\$368.03	\$553.11	\$738.19	\$921.13	\$1,106.22
3 cubic yard	\$276.55	\$553.11	\$829.66	\$1,106.22	\$1,382.77	\$1,659.32
4 cubic yard	\$368.03	\$738.19	\$1,106.22	\$1,474.23	\$1,844.40	\$2,212.43
5 cubic yard	\$461.63	\$921.13	\$1,382.76	\$1,844.40	\$2,303.91	\$2,765.57
6 cubic yard	\$553.11	\$1,106.22	\$1,659.32	\$2,212.43	\$2,765.57	\$3,318.66
7 cubic yard	\$644.57	\$1,291.29	\$1,935.51	\$2,580.48	\$3,227.17	\$3,871.78
8 cubic yard	\$738.19	\$1,474.23	\$2,212.43	\$2,950.66	\$3,686.70	\$4,424.89

**San Leandro**  
**Exhibit F - Customer Rates**  
**Effective February 1, 2025 - June 30, 2026**

**RATES FOR CITY LOCATIONS**

**Recyclable Materials Bin Collection Rates (Cost per Month)**

Container Size	Compacted Material					
	Pick-Ups per Week					
	1	2	3	4	5	6
1 cubic yard	\$170.13	\$344.27	\$514.38	\$684.54	\$830.94	\$1,028.78
1.5 cubic yard	\$257.20	\$514.38	\$771.60	\$1,028.78	\$1,285.99	\$1,543.17
2 cubic yard	\$344.27	\$684.54	\$1,028.78	\$1,373.03	\$1,713.30	\$2,057.57
3 cubic yard	\$514.38	\$1,028.78	\$1,543.17	\$2,057.57	\$2,571.95	\$3,086.34
4 cubic yard	\$684.54	\$1,373.03	\$2,057.57	\$2,742.07	\$3,430.58	\$4,115.12
5 cubic yard	\$858.63	\$1,713.30	\$2,571.93	\$3,430.58	\$4,285.27	\$5,143.96
6 cubic yard	\$1,028.78	\$2,057.57	\$3,086.34	\$4,115.12	\$5,143.96	\$6,172.71
7 cubic yard	\$1,198.90	\$2,401.80	\$3,600.05	\$4,799.69	\$6,002.54	\$7,201.51
8 cubic yard	\$1,373.03	\$2,742.07	\$4,115.12	\$5,488.23	\$6,857.26	\$8,230.30

\*\*Commercial customers will receive Recyclable collection for up to one Container, up to ninety-six (96) gallons of container capacity, one time per week, at no additional cost. Rates apply to all other Recyclable collection service.

Commercial Recyclables collection services are available to six (6) times per week but not less than one (1) time per week (as requested by Customer). Saturday service requires three (3) service days during the week Monday through Friday. Customer shall subscribe to no less than ninety-six (96) gallons of Container capacity for every five (5) Commercial Premises for shared service.

**Organic Materials Collection Rates for More Frequent Service (Cost per Month)\*\*\***

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$10.98	\$22.20	\$33.18	\$44.19	\$55.24	\$66.28
64-gallon Cart	\$21.95	\$44.43	\$66.37	\$88.38	\$107.22	\$132.57
96-gallon Cart	\$32.24	\$65.23	\$97.48	\$129.72	\$157.47	\$195.85

**Organic Materials Bin Collection Rates (Cost per Month)**

Container Size	Loose Material					
	Pick-Ups per Week					
	1	2	3	4	5	6
1 cubic yard	\$68.60	\$138.82	\$207.41	\$276.02	\$335.06	\$414.83
1.5 cubic yard	\$103.71	\$207.41	\$311.13	\$414.83	\$518.54	\$622.25
2 cubic yard	\$138.82	\$276.02	\$414.83	\$553.64	\$690.85	\$829.66
3 cubic yard	\$207.41	\$414.83	\$622.25	\$829.66	\$1,037.08	\$1,244.49

Container Size	Compacted Material					
	Pick-Ups per Week					
	1	2	3	4	5	6
1 cubic yard	\$127.60	\$258.21	\$385.78	\$513.40	\$623.21	\$771.58
1.5 cubic yard	\$192.90	\$385.78	\$578.70	\$771.58	\$964.48	\$1,157.39
2 cubic yard	\$258.21	\$513.40	\$771.58	\$1,029.77	\$1,284.98	\$1,543.17
3 cubic yard	\$385.78	\$771.58	\$1,157.39	\$1,543.17	\$1,928.97	\$2,314.75

\*\*\*Commercial customers will receive Organic collection for up to one Container, up to ninety-six (96) gallons of container capacity, one time per week, at no additional cost. Rates apply to all other Organics collection service.

Commercial customers will receive Organics collection for up to ninety-six (96) gallons of container capacity at no additional cost. Commercial Organics collection services are available to six (6) times per week but not less than one (1) time per week (as requested by Customer). Saturday service requires three (3) service days during the week Monday through Friday. Customer shall subscribe to no less than ninety-six (96) gallons of Container capacity for every five (5) Commercial Premises for shared service.

**San Leandro**  
**Exhibit F - Customer Rates**  
**Effective February 1, 2025 - June 30, 2026**

**RATES FOR CITY LOCATIONS**

**Bin Push Rate (Cost per Month per Bin)**

Distance (Feet)	Pick-Ups per Week					
	1	2	3	4	5	6
1 - 20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21 - 40	\$27.64	\$55.28	\$82.91	\$110.55	\$138.19	\$165.83
41 - 60	\$41.45	\$82.89	\$124.34	\$165.79	\$207.24	\$248.68
61 - 80	\$55.28	\$110.57	\$165.85	\$221.13	\$276.41	\$331.70
81 - 100	\$69.09	\$138.17	\$207.26	\$276.35	\$345.43	\$414.51
101 - 120	\$82.88	\$165.76	\$248.64	\$331.52	\$414.41	\$497.29
121 - 140	\$96.71	\$193.42	\$290.13	\$386.84	\$483.55	\$580.26
141 - 160	\$110.53	\$221.07	\$331.59	\$442.13	\$552.66	\$663.20
161 - 180	\$124.36	\$248.72	\$373.09	\$497.44	\$621.81	\$746.17
181 - 200	\$138.16	\$276.33	\$414.49	\$552.66	\$690.82	\$828.98
201 - 220	\$158.56	\$317.11	\$475.66	\$634.22	\$792.77	\$951.33
221 - 240	\$171.72	\$343.43	\$515.15	\$686.87	\$858.59	\$1,030.31
241 - 260	\$184.89	\$369.80	\$554.68	\$739.58	\$924.47	\$1,109.38
261 - 280	\$193.43	\$386.86	\$580.30	\$773.74	\$967.17	\$1,160.60
281 - 300	\$207.26	\$414.52	\$621.78	\$829.05	\$1,036.31	\$1,243.57

**Cart Push Rate (Cost per Month per Cart)**

	Pick-Ups per Week					
	1	2	3	4	5	6
Any Distance	\$9.45	\$18.91	\$28.35	\$37.80	\$47.25	\$56.70

**San Leandro**  
**Exhibit F - Customer Rates**  
**Effective February 1, 2025 - June 30, 2026**  
**RATES FOR CITY DROP BOX SERVICES**

**PER-PULL RATES:** Customer shall be charged a per-pull rate each time its drop box or compactor box is serviced. If container is not ready for service when driver arrives, customer will be charged the pull rate.

**DISPOSAL AND PROCESSING RATES:** In addition to the per-pull rate charged each time the drop box or compactor box is serviced, the customer will be charged for each ton of material in the drop box or compactor box based on actual weight of materials. Per-ton rates are listed. Per-ton charges will be assessed after materials are collected. Any source separated material deemed to be contaminated will be charged at the garbage rate (loose or compacted).

Material Type	Container Size (yards)	Per Pull Charge	Tonnage Charge (applied to net tons of box when dumped)
Loose Garbage	10/15/20	\$179.54	\$72.85
	30	\$229.74	\$72.85
	40/50	\$263.31	\$72.85
Dirt - Source Separated, Clean (Note: If deemed contaminated, charge will be at Loose Garbage rate)	10	\$143.63	\$43.24
Concrete (No dirt, no bricks, no rebar, no wet cement, no cement chunks larger than 6"x6"x12" in diameter)	10	\$143.63	\$43.24
Wood - Source Separated, Clean (No tree chunks larger than 12")	10/15/20	\$143.63	\$43.24
	30	\$206.78	\$43.24
	40	\$210.65	\$43.24
Yardwaste (No tree chunks larger than 12")	10/15/20	\$0.00	\$43.24
	30	\$0.00	\$43.24
	40	\$0.00	\$43.24
Commingled Recyclables - (No Garbage), Loose	10/15/20	\$143.63	N/A
	30	\$206.78	N/A
	40	\$210.65	N/A
C&D Debris Box (Note: If deemed contaminated, charge will be at Loose Garbage rate)	10	\$143.63	\$58.28
	15/20	\$143.63	\$58.28
	30	\$206.78	\$58.28
	40	\$210.65	\$58.28
Delivery Charge - Initial placement		\$78.06 per box	
Certificate of Destruction		\$276.02 per certificate	
Compactor Turn Around		\$187.69 per event	
Overload Fee		\$253.95 per box	
Relocation Fee - to relocate boxes on site (per trip)		\$157.99 per trip	
Saturday Service		\$564.24 per box	
Steam Cleaning		\$153.88 per event	

**San Leandro**  
**Exhibit F - Customer Rates Effective**  
**February 1, 2025 - June 30, 2026**

**RATES FOR SCHOOL LOCATIONS**

**Garbage Cart Collection Rates (Cost per month)\***

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$18.30	\$37.00	\$55.30	\$73.65	\$92.06	\$110.47
64-gallon Cart	\$36.58	\$74.05	\$110.61	\$147.30	\$178.70	\$220.95
96-gallon Cart	\$53.74	\$108.72	\$162.46	\$216.21	\$262.45	\$326.41

**Garbage Bin (Loose) Collection Rates (Cost per month)**

Container Size	Loose Material Pick-Ups per Week					
	1	2	3	4	5	6
1 cubic yard	\$114.34	\$231.37	\$345.69	\$460.04	\$558.43	\$691.39
1.5 cubic yard	\$172.84	\$345.69	\$518.55	\$691.39	\$864.24	\$1,037.08
2 cubic yard	\$231.37	\$460.04	\$691.39	\$922.73	\$1,151.42	\$1,382.77
3 cubic yard	\$345.69	\$691.39	\$1,037.08	\$1,382.77	\$1,728.46	\$2,074.14
4 cubic yard	\$460.04	\$922.73	\$1,382.77	\$1,842.79	\$2,305.51	\$2,765.54
5 cubic yard	\$577.03	\$1,151.42	\$1,728.45	\$2,305.51	\$2,879.89	\$3,456.97
6 cubic yard	\$691.39	\$1,382.77	\$2,074.14	\$2,765.54	\$3,456.97	\$4,148.33
7 cubic yard	\$805.71	\$1,614.11	\$2,419.39	\$3,225.60	\$4,033.96	\$4,839.72
8 cubic yard	\$922.73	\$1,842.79	\$2,765.54	\$3,688.32	\$4,608.37	\$5,531.12

Container Size	Compacted Material Pick-Ups per Week					
	1	2	3	4	5	6
1 cubic yard	\$175.81	\$351.62	\$527.43	\$703.25	\$879.06	\$1,054.87
1.5 cubic yard	\$265.77	\$531.53	\$797.30	\$1,063.07	\$1,328.83	\$1,594.60
2 cubic yard	\$430.34	\$855.68	\$1,285.98	\$1,716.28	\$2,141.64	\$2,582.03
3 cubic yard	\$641.75	\$1,283.49	\$1,925.26	\$2,567.02	\$3,208.77	\$3,850.52
4 cubic yard	\$854.02	\$1,745.95	\$2,562.04	\$3,416.06	\$4,270.07	\$5,124.09
5 cubic yard	\$887.25	\$1,774.50	\$2,661.75	\$3,549.00	\$4,436.25	\$5,323.50
6 cubic yard	\$1,063.08	\$2,126.14	\$3,189.22	\$4,252.29	\$5,315.37	\$6,378.44
7 cubic yard	\$1,238.87	\$2,477.73	\$3,716.60	\$4,955.47	\$6,194.33	\$7,433.19
8 cubic yard	\$1,418.80	\$2,837.59	\$4,256.39	\$5,675.18	\$7,093.97	\$8,512.77

\*Commercial Garbage collection services are available to six (6) times per week but not less than one (1) time per week (as requested by Customer). Saturday service requires three (3) service days during the week Monday through Friday. Customer shall subscribe to no less than ninety-six (96) gallons of Container capacity for every five (5) Commercial Premises for shared service.

**Recyclable Materials Cart Collection Rates for More Frequent Service (Cost per Month)\*\***

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$14.64	\$29.60	\$44.24	\$58.92	\$73.65	\$88.38
64-gallon Cart	\$29.26	\$59.24	\$88.49	\$117.84	\$142.96	\$176.76
96-gallon Cart	\$42.99	\$86.98	\$129.97	\$172.97	\$209.96	\$261.13

**Recyclable Materials Bin Collection Rates (Cost per Month)**

Container Size	Loose Material Pick-Ups per Week					
	1	2	3	4	5	6
1 cubic yard	\$91.47	\$185.09	\$276.55	\$368.03	\$446.74	\$553.11
1.5 cubic yard	\$138.28	\$276.55	\$414.84	\$553.11	\$691.39	\$829.66
2 cubic yard	\$185.09	\$368.03	\$553.11	\$738.19	\$921.13	\$1,106.22
3 cubic yard	\$276.55	\$553.11	\$829.66	\$1,106.22	\$1,382.77	\$1,659.32
4 cubic yard	\$368.03	\$738.19	\$1,106.22	\$1,474.23	\$1,844.40	\$2,212.43
5 cubic yard	\$461.63	\$921.13	\$1,382.76	\$1,844.40	\$2,303.91	\$2,765.57
6 cubic yard	\$553.11	\$1,106.22	\$1,659.32	\$2,212.43	\$2,765.57	\$3,318.66
7 cubic yard	\$644.57	\$1,291.29	\$1,935.51	\$2,580.48	\$3,227.17	\$3,871.78
8 cubic yard	\$738.19	\$1,474.23	\$2,212.43	\$2,950.66	\$3,686.70	\$4,424.89



**San Leandro**  
**Exhibit F - Customer Rates**  
**Effective February 1, 2025 - June 30, 2026**

**RATES FOR SCHOOL LOCATIONS**

**Recyclable Materials Bin Collection Rates (Cost per Month)**

Container Size	Compacted Material					
	Pick-Ups per Week					
	1	2	3	4	5	6
1 cubic yard	\$170.13	\$344.27	\$514.38	\$684.54	\$830.94	\$1,028.78
1.5 cubic yard	\$257.20	\$514.38	\$771.60	\$1,028.78	\$1,285.99	\$1,543.17
2 cubic yard	\$344.27	\$684.54	\$1,028.78	\$1,373.03	\$1,713.30	\$2,057.57
3 cubic yard	\$514.38	\$1,028.78	\$1,543.17	\$2,057.57	\$2,571.95	\$3,086.34
4 cubic yard	\$684.54	\$1,373.03	\$2,057.57	\$2,742.07	\$3,430.58	\$4,115.12
5 cubic yard	\$858.63	\$1,713.30	\$2,571.93	\$3,430.58	\$4,285.27	\$5,143.96
6 cubic yard	\$1,028.78	\$2,057.57	\$3,086.34	\$4,115.12	\$5,143.96	\$6,172.71
7 cubic yard	\$1,198.90	\$2,401.80	\$3,600.05	\$4,799.69	\$6,002.54	\$7,201.51
8 cubic yard	\$1,373.03	\$2,742.07	\$4,115.12	\$5,488.23	\$6,857.26	\$8,230.30

\*\*Commercial customers will receive Recyclable collection for up to one Container, up to ninety-six (96) gallons of container capacity, one time per week, at no additional cost. Rates apply to all other Recyclable collection service.

Commercial Recyclables collection services are available to six (6) times per week but not less than one (1) time per week (as requested by Customer). Saturday service requires three (3) service days during the week Monday through Friday. Customer shall subscribe to no less than ninety-six (96) gallons of Container capacity for every five (5) Commercial Premises for shared service.

**Organic Materials Collection Rates for More Frequent Service (Cost per Month)\*\*\***

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$10.98	\$22.20	\$33.18	\$44.19	\$55.24	\$66.28
64-gallon Cart	\$21.95	\$44.43	\$66.37	\$88.38	\$107.22	\$132.57
96-gallon Cart	\$32.24	\$65.23	\$97.48	\$129.72	\$157.47	\$195.85

**Organic Materials Bin Collection Rates (Cost per Month)**

Container Size	Loose Material					
	Pick-Ups per Week					
	1	2	3	4	5	6
1 cubic yard	\$68.60	\$138.82	\$207.41	\$276.02	\$335.06	\$414.83
1.5 cubic yard	\$103.71	\$207.41	\$311.13	\$414.83	\$518.54	\$622.25
2 cubic yard	\$138.82	\$276.02	\$414.83	\$553.64	\$690.85	\$829.66
3 cubic yard	\$207.41	\$414.83	\$622.25	\$829.66	\$1,037.08	\$1,244.49

Container Size	Compacted Material					
	Pick-Ups per Week					
	1	2	3	4	5	6
1 cubic yard	\$127.60	\$258.21	\$385.78	\$513.40	\$623.21	\$771.58
1.5 cubic yard	\$192.90	\$385.78	\$578.70	\$771.58	\$964.48	\$1,157.39
2 cubic yard	\$258.21	\$513.40	\$771.58	\$1,029.77	\$1,284.98	\$1,543.17
3 cubic yard	\$385.78	\$771.58	\$1,157.39	\$1,543.17	\$1,928.97	\$2,314.75

\*\*\*Commercial customers will receive Organic collection for up to one Container, up to ninety-six (96) gallons of container capacity, one time per week, at no additional cost. Rates apply to all other Organics collection service.

Commercial customers will receive Organics collection for up to ninety-six (96) gallons of container capacity at no additional cost. Commercial Organics collection services are available to six (6) times per week but not less than one (1) time per week (as requested by Customer). Saturday service requires three (3) service days during the week Monday through Friday. Customer shall subscribe to no less than ninety-six (96) gallons of Container capacity for every five (5) Commercial Premises for shared service.

**San Leandro**  
**Exhibit F - Customer Rates**  
**Effective February 1, 2025 - June 30, 2026**

**RATES FOR SCHOOL LOCATIONS**

**Bin Push Rate (Cost per Month per Bin)**

Distance (Feet)	Pick-Ups per Week					
	1	2	3	4	5	6
1 - 20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21 - 40	\$27.64	\$55.28	\$82.91	\$110.55	\$138.19	\$165.83
41 - 60	\$41.45	\$82.89	\$124.34	\$165.79	\$207.24	\$248.68
61 - 80	\$55.28	\$110.57	\$165.85	\$221.13	\$276.41	\$331.70
81 - 100	\$69.09	\$138.17	\$207.26	\$276.35	\$345.43	\$414.51
101 - 120	\$82.88	\$165.76	\$248.64	\$331.52	\$414.41	\$497.29
121 - 140	\$96.71	\$193.42	\$290.13	\$386.84	\$483.55	\$580.26
141 - 160	\$110.53	\$221.07	\$331.59	\$442.13	\$552.66	\$663.20
161 - 180	\$124.36	\$248.72	\$373.09	\$497.44	\$621.81	\$746.17
181 - 200	\$138.16	\$276.33	\$414.49	\$552.66	\$690.82	\$828.98
201 - 220	\$158.56	\$317.11	\$475.66	\$634.22	\$792.77	\$951.33
221 - 240	\$171.72	\$343.43	\$515.15	\$686.87	\$858.59	\$1,030.31
241 - 260	\$184.89	\$369.80	\$554.68	\$739.58	\$924.47	\$1,109.38
261 - 280	\$193.43	\$386.86	\$580.30	\$773.74	\$967.17	\$1,160.60
281 - 300	\$207.26	\$414.52	\$621.78	\$829.05	\$1,036.31	\$1,243.57

**Cart Push Rate (Cost per Month per Cart)**

	Pick-Ups per Week					
	1	2	3	4	5	6
Any Distance	\$9.45	\$18.91	\$28.35	\$37.80	\$47.25	\$56.70

**EXHIBIT G3:**  
**[RESERVED]**

---

*This page intentionally left blank*

**EXHIBIT G4:**  
**IMPLEMENTATION PLAN AND SCHEDULE**

---



## ACI SAN LEANDRO RFP OUTREACH LIST

**Program Objectives.** Contractor's public education and outreach strategy shall focus on improving Customer understanding of the benefits of and opportunities for Source Reduction, reuse, Recycling, and Composting. In general, Contractor-provided public education and outreach should: (i) inform Customers about the services that are provided under this Agreement with specific focus on describing the methods and benefits of Source Reduction, reuse, Recycling, and Composting; (ii) instruct Customers on the proper method for placing materials in Containers for Collection and setting Containers out for Collection with specific focus on minimizing contamination of Recyclable and Organic Materials; (iii) clearly define Excluded Waste and educate Customers about the hazards of such materials and their opportunities for proper handling; (iv) discourage Customers from buying products if the product and its packaging are not readily reusable, Recyclable, or Compostable; (v) encourage Customers to recover Edible Food for consumption by humans or animals; (vi) encourage the use of Compost; (vii) encourage use of drought tolerant landscaping that generates less plant trimmings; (viii) encourage Customers to purchase products and packaging made with Recycled content materials; and, (ix) educate Customers on any other topic as required by SB 1383.

Within ninety (90) days of the Effective Date, Contractor shall provide a Transition Outreach Plan for City Contract Manager review and approval. Such Transition Outreach Plan shall indicate Contractor's strategy for providing targeted Customer education and outreach highlighting any changes from the services provided under the previous franchise agreement. The Transition Outreach Plan shall cover the time period between the Effective Date and the first day of Rate Period Two and include an itemized description of how Contractor's Transition Plan budget (described in Section 4 of this Exhibit C) will be spent.

All CART customers (SFD, MFD, MFD-PLEX) billed Quarterly

All BIN customers (COM, MFD, MFD-Plex) billed monthly

7:00 a.m - 6:00 p.m M-F

Collection from Residential Premises shall only occur between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday.

Collection from Commercial Premises that are two hundred (200) feet or less from the nearest Residential Premises shall only occur between the hours of 6:00 a.m. and 5:00 p.m., Monday through Saturday.

Collection from Commercial Premises more than two hundred (200) feet from Residential Premises shall only occur between the hours of 3:00 a.m. and 5:00 p.m., Monday through Saturday.

Approx. Customer counts:

COM Accounts: 2000

SFD/MFD accounts: 13,200

MFD units: 6000

Senior = 65 years or older

Item/Requirement	Purpose/Description	Items	Timing	Other
<b>INITIAL OUTREACH (TRANSITION PLAN - PRIOR TO CONTRACT LAUNCH)</b>				
Newspaper Advertisements	Prepare and distribute a newspaper advertisement that explains all programs that will be offered under the new Agreement.	6 col (10.25" x 8.0") by 8" full color ad describing new services available and to encourage online account/paperless billing sign up. \$1400 each	run three times, once a month) prior to new contract launch.	
Press Release	Contractor shall produce a press release to advertise and promote all programs, with particular focus on any new programs that will be offered to each sector (Single-Family, Multi-Family, Commercial, City facilities).		as needed prior to contract launch	
Digital Advertisiing	Digital ads in the San Leandro PATCH that links to the website pages that describe the new programs under the Agreement.	Run ads for 3 months	three months prior to new contract launch. Advertising schedule continues under ongoing outreach plan.	
Initial "Welcome Package" with outreach describing new services to all customers	notify Customers of the change in their services and to highlight new program offerings.	Doorhanger to SFD and MFD Self-Mailing brochure to COM customers	Prior to new contract launch Printing and distribution of doorhanger Printing and mailing of brochure	
MFD move in kit - food pail, tote bag, KITTING OF MATERIALS and DISTRIBUTION TO ALL UNITS.	Service Guide, Move In/Out guide, Program guidelines, extra item -( sticker, magnet, or jar scraper), in tote bag -initial distribution on contract start - distributed based on request	Design and coordinate production of 8000 tote bags - <b>price includes kitting of information to go inside bag for distribution of bags to all tenants at start of contract.</b>	Design, production, kitting of bags for distribution at contract start.	<b>TOTE BAG MUST BE ORDERED 10-12 weeks out</b>

Item/Requirement	Purpose/Description	Items	Timing	Other
MFD program	Sticker or Magnet or jar scraper	8000 total of each.	Design, production, kitting of items for distribution at contract start.	STICKER/MAGNET/JAR SCRAPER MUST BE ORDERED 4-6 weeks out
Kitchen Pail flyer	Flyer describing dos and donts using kitchen pail. With links/QR code to website resource page(s)	Distributed with kitchen pails and available for download on website.	Design and print flyer to be used in pail distribution - links to website page with more resources. Ready for distribution at contract start	
Kitchen Pail Label	Label for kitchen pail that shows what belongs	Adhered to kitchen pails for initial distribution to all SFD and MFD tenants.	design a print UV and waterproof 9.0" x 6.0" label. Ready for distribution at contract start	
MFD and COM 11.0"x17.0" posters	To assist property managers and tenant businesses inform their maintenance and professional staff about mandatory recycling and organics participation and how to properly sort their discards.	(500) poster ALL commodities, (500) garbage posters, (500) recyclables posters, (500) organics posters 11.0"x 17.0", full color, recycled cover stock	design and print	
SFD services brochure self mailing and for use in kitchen pail distribution	brochure describing services offered by ACI to SFD customers. Includes links to website for more info/resources	Distributed with kitchen pails and available for download on website. Mailed as needed after initial outreach period.	design and print self mailing brochure. Ready for kitting/distribution at contract start.	
MFD service brochure self mailing and for use in kitchen pail/tote bag distribution.	brochure describing services offered by ACI to MFD customers. Includes links to website for more info/resources	Distributed with tote bags/move in kit - mailed as needed after initial outreach period	design and print self mailing brochure. Ready for kitting/distribution at contract start.	
Social Media	Social media presence - content creation, regular posting schedule, and maintenance.	Create FB and IG accounts Use SanLeandroRecycles?	Hire contractor to create social media campaign/presence. Ties into digital PATCH diverting and truck signage. Start prior to contract start.	
Contractor shall develop a website specific to its operations in the City, with a section specific to City programs and Customers, that will be used to post educational materials for download, rates, program offerings, resources, and more.	Pages for each sector (RES MFD COM) Rate charts, online forms, secure SSL site for transactions, Contact us page with email link to CSRs, link to Etover for customers to access information regarding their services. Publications and resources. Hazardous waste info. MRO information for MFD and COM. Links to other resources.	Design/ Hosting/Maintenance two sites SanLeandroSorts is tied to the current QR code on the cart and bin labeling	Create unique URLs for City of San Leandro www.SanLeandroRecycles.com is a recommendation  maintain www.SanLeandroSorts.com site for QR code links. Complete by contract start.	



Item/Requirement	Purpose/Description	Items	Timing	Other
Collection vehicles, sign boards with educational messages	Sign board holders/hardware for public education signage of no less than 36x48in displayed on both sides of vehicle. Contractor shall, on a quarterly basis, develop and implement a City-wide truck-side advertising campaign to educate the public about Contractor's programs under this Agreement. Each campaign should be coordinated, in terms of both message and timing, with the theme of the quarterly newsletters distributed by Contractor. Contractor shall produce and install truck-side signage for each side of each vehicle it operates in performing services under this Agreement	Brackets and printing of signboards per vehicle Signs \$150 each - \$12000 Brackets \$1200 each - \$48000	Will create sign boards to coordinate with quarterly advertising and newsletter subject matter. Brackets installed on trucks and signs designed, produced, and installed for contract start.	

## ANNUAL ONGOING OUTREACH AFTER CONTRACT LAUNCH

Item/Requirement	Purpose/Description	Items	Timing	Other
<b>SFD/RES CUSTOMERS</b>				
<b>Annual SB1383 notification</b>	Annually notify SFD and Multi-family tenants of SB 1383/Food Recovery and importance of proper sorting/food saving-tips	Doorhanger, or other item as designated, designed, printed, and distributed	1X per year. Suggest OCTOBER	
RES Recycling Guide	Contractor shall produce a "Recycling guide" specific to Single-Family Customers and update the guide as needed. This guide shall include information on Collection methodologies, set out instructions, set out schedule, contact information, and acceptability and necessary preparation of materials for all Single-Family programs. A section of the guide will specifically address proper methods of handling and Disposal of Hazardous Wastes.	Self-mailing brochure. Keep a supply of printed brochures on hand to send out as needed.	Sent out as needed to new customers and used at events. Design print mail.	Same information featured on the website - electronic usage encouraged - less paper waste and it can be translated.
Newspaper advertising for events/schedules	Ads for holiday schedules, recycling events, compost giveaways, on call clean up, prevent food-waste, promote zero waste	10 - 3col x 5.0" full color in San Leandro Times 2 - 6col x 8.0" full color in San Leandro Times (holiday schedules)	12 ads per year. San Leandro Times Schedule to be determined	Tie to messaging on truck signs, social media, and digital ads
<b>Digital ads in San Leandro PATCH</b>	Ads for holiday schedules, recycling events, compost giveaways, on call clean up, prevent food-waste, promote zero waste	various sizes - run for one month.	10 campaigns per year. URL links to website pages. Schedule to be determined.	Tie to messaging on truck signs and newspaper ads.

Item/Requirement	Purpose/Description	Items	Timing	Other
RES Quarterly Bill Insert/Newsletter	Prepare and distribute quarterly bill Inserts that creatively inform Residential Customers about such topics as availability of Bulky Item pick-ups, home Composting, proper handling of Household Hazardous Waste, E-Waste, and U-Waste, other environmental conservation topics statistics, trends, and facts about programs performed under this Agreement (i.e. material Collected, Tonnage, year over year increase/decrease, markets for material Collected, what each material is Recycled into, and the importance of buying Recycled). <b>Contractor's annual public education plan shall define a theme for each Quarterly bill insert.</b>	One (1) time per quarter included in each mailed Customer bill and downloadable from electronic Customer bills. Design and file management	RES once per quarter JAN 1, APR 1, JULY 1, OCT 1	Themes: JAN-MARCH - Checklists for the New Year. Recycling reminders, check your batteries in smoke detectors, Reduce Household toxics. APRIL-JUNE - Spring Cleaning - Reduce, Reuse, Recycle, On Call Clean up. JULY-SEPT - Proper Sorting Makes a Difference, Keep the Recycling Stream Clean, RES Curbside collection program. OCT-DEC - Avoid Food Waste, Proper Disposal of FOG, Holiday Service Schedule. Textile Collection when scheduled.
Additional 1/3 cut or other bill insert	Bill insert with other information as needed.	Design/print	As needed.	Info to be determined as needed.
On-Call Bulky Item & Reusable Materials Collection	Outreach associated with the on call clean up program. Self-Mailing Brochure.	Design/Print/Mail info to SFD and MFD customers	Design, print and mail self-mailing brochure as needed. Price includes postage if sent to all SFD customers.	Sent to customer when clean up is scheduled. Also available on website.
RES Seasonal Program Notifications	Provide written notification to all Single-Family accounts advertising each Christmas tree Collections and any other seasonal or periodic program(s). The notification shall inform Customers of the schedule, acceptable and prohibited materials, and set-out requirements for the program. Contractor shall include the promotion of the Textile Recycling program as part of their annual education and outreach plan.	Design/Print/Mail info to SFD/MFD account holders Holiday schedule/tree collection 1X year Textile Collection 3X year	Design, print, mail At least fourteen (14) calendar days prior to event via direct mail. 4 events	2 weeks before holiday tree collection. 2 weeks before textile collection.
Postage for mailing of brochures to new customers.	Estimate number of new customers that will require mailing of brochure			Mail as needed to new customers.
Kitting of materials for tote bags	packet of items that belong in MFD tote bag/move-in-kit	provide printed items and extra item (sticker, magnet, or jar scraper) to be kitted	as needed for distribution after initial contract launch.	As needed for additional distribution.

MFD CUSTOMERS				
Annual SB1383 notification	Annually notify SFD and Multi-family tenants of SB 1383/Food Recovery and importance of proper sorting/food saving-tips	Doorhanger, or other item as designated, designed, printed, and distributed/mailed	1X per year. Suggest OCTOBER	Resources also on website. QR code link to page that can be translated.
annual MFD info	Annually notify Multi-Family tenants of ACI services available to them.	Doorhanger - designed, printed, distributed.	1X per year. Suggest JUNE	MFD tenants est 6000

Item/Requirement	Purpose/Description	Items	Timing	Other
MFD Recycling Guide	Contractor shall produce a "Recycling guide" specific to Multi-Family Customers and update the guide as needed. This guide shall include information on Collection methodologies, set out instructions, contact information, and acceptability and necessary preparation of materials for all Multi-Family programs. A section of the guide will specifically address proper methods of handling and Disposal of Hazardous Wastes.	Self-mailing brochure. Keep a supply of printed brochures on hand.	Sent out as needed, used at diversion opportunity assessment meetings, and events.	Same information featured on the website - electronic usage encouraged - less paper waste and it can be translated.
MFD Quarterly Bill Insert/NEWSLETTER	Prepare and distribute quarterly bill inserts that creatively inform MFD Customers about such topics as: cost savings available from source reduction, reuse, and Recycling; tips for overcoming common operational challenges businesses have with Recycling and Organics programs; Contractor's annual public education plan shall define a theme for each quarterly insert.	One (1) time per quarter via billing insert each MFD Acct in City. {Note to Proposers: City recognizes that billing is monthly, however billing inserts will be quarterly} design and file management	QUARTERLY FEB, MAY, AUG, NOV:	THEMES: FEB - CAL REGULATIONS, ACI PROVIDES SUPPORT, PROPER DISPOSAL OF HAZARDOUS WASTE. MAY - PROPER SORTING IS IMPORTANT, KEEP THE RECYCLING STREAM CLEAN, CAL REGULATIONS, ACI SUPPORT. AUGUST - AVOID WISHCYCLING, REDUCE, REUSE, REFUSE BEFORE YOU RECYCLE, CAL REGS, ACI SUPPORT. NOVEMBER - ORGANICS RECYCLING REQUIRED, FOOD RECOVERY, HOLIDAY TREE COLLECTION, HOLIDAY SERVICE SCHEDULE.
Additional 1/3 cut or other bill insert	Bill insert with other information as needed to MFD account holders.	Design/print/bill insert	As needed.	Info to be determined as needed.
Move-In Kits	Prepare and distribute Move-in Kits for property managers and owners of Multi-Family Premises to provide new tenants. Move-in Kits shall include, at a minimum, a Multi-Family Recycling guide, an In-Home Recycling Container, move in and out guide, kitchen pail, and kitchen pail flyer, and stickers, or refrigerator-magnets, or jar scraper that clearly define the accepted and prohibited materials in the Recycling program.	Distributed during Diversion opportunity assessments. First distribution Part of initial outreach budget. Ongoing yearly costs	MFD TOTE BAGS ,KITCHEN PAIL, GUIDE, STICKER/MAGNET	supply to be kept on hand as needed through the year.
Kitchen Pail Flyer	Flyer describing dos and donts using kitchen pail.	Distributed with kitchen pails and available for download on website.	Deisgn and print flyer to be used in pail distribution - links to website page with more resources.	
Move In/Out Reuse Guide	Provided with Move-In Kit	Part of Move-In Kit (printing) also available for download on website.	Deisgn and print flyer	Available for download on website

Item/Requirement	Purpose/Description	Items	Timing	Other
On-Call Bulky Item & Reusable Materials Collection	Outreach associated with the on call clean up program. Self-Mailing Brochure.	Design/Print/Mail info to SFD and MFD customers	Design, print and mail self-mailing brochure.	Sent to customer when clean up is scheduled. Also available on website.
MFD 11.0"x17.0" posters	To be hung in prominent locations such as trash enclosures, laundry rooms, hallways and elevators to help promote proper sorting and successful participation in waste diversion programs.	To replenish annually: (250) poster ALL commodities, (250) garbage posters, (250) recyclables posters, (250) organics posters 11.0"x 17.0", full color, recycled cover stock	Print as needed. Used during outreach and education programming and while providing technical assistance.	Resources also available on website.
RES Seasonal Program Notifications	Provide written notification to all Multi-Family accounts advertising each Christmas tree Collections and any other seasonal or periodic program(s). The notification shall inform Customers of the schedule, acceptable and prohibited materials, and set-out requirements for the program. Contractor shall include the promotion of the Textile Recycling program as part of their annual education and outreach plan.	Design/Print/Mail info to SFD/MFD customers Holiday schedule/tree collection Textile Collection	Design, print, mail At least fourteen (14) calendar days prior to event via direct mail. 4 events	2 weeks before holiday tree collection. 2 weeks before textile collection.
Postage for mailing of brochures to new MFD account holders.	Estimate number of new customers that will require mailing of brochure			Mail as needed to new customers.

COM CUSTOMERS				
Annual SB 1383 notification	Such outreach shall, at a minimum, include	Design, print, mail and insert 1 billing	1X per year. Suggest SEPTEMBER	Resources also on website (can
COM Recycling Guide	COMMERCIAL - Guide distributed at initial meeting/site visits. Mailed to all COM customers. This guide will include information on collection methodologies, set out instructions, contact information, and acceptability and necessary preparation of materials for all Commercial diversion programs. A section of the guide will specifically address proper methods of handling and disposal of HHW.	Self-mailing brochure. Keep a supply of printed brochures on hand.	Sent out as needed, used at diversion opportunity assessment meetings, and events.	Same information featured on the website - electronic usage encouraged - less paper waste and it can be translated.
COM Quarterly Bill Insert/NEWSLETTER	Prepare and distribute quarterly bill inserts that creatively inform Commercial Customers about such topics as: cost savings available from source reduction, reuse, and Recycling; tips for overcoming common operational challenges businesses have	One (1) time per quarter via direct mail to each Commercial Customer in City. <i>{Note to Proposers: City recognizes that billing is monthly, however billing inserts will be quarterly}</i> design and file management	QUARTERLY MAR, JUNE, SEPT, DEC	THEMES: MARCH - RECYCLING IS MANDATORY, CAL REGS, ACI SUPPORT, TIPS FOR PROGRAM SUCCESS, PROPER DISPOSAL

Item/Requirement	Purpose/Description	Items	Timing	Other
All COM materials provided to City Facilities		Metal or plastic signs/plaques with QR code	Provided as needed.	
	Provide permanent QR code plaques that link to the ACI SL COM Pub Ed pages on the website			Start with 25. Can create more as needed.
COM 11.0"x17.0" posters	To be hung in prominent locations such as trash enclosures, office spaces, hallways and elevators to help promote proper sorting and successful participation in waste diversion programs.	To replenish annually: (250) poster ALL commodities, (250) garbage posters, (250) recyclables posters, (250) organics posters 11.0"x 17.0", full color, recycled cover stock	Print as needed. Used during outreach and education programming and while providing technical assistance.	Resources also available on website.
Additional 1/3 cut or other bill insert	Bill insert with other information as needed.	Design/print	As needed.	Info to be determined as needed.

OTHER				
Website	Continuing Design/Maintenance of website	ADA - Compliance <u>Contractor agrees that websites. web</u>	Monthly maintenance of San Leandro 2 sites.	
Social Media	Social media presence - content creation, posting schedule, and maintenance.	Create FB and IG accounts Use SanLeandroRecycles?	Hire contractor to create and maintain social media campaign/presence. Posting schedule to be determined.	
CN and NCN notices - ALL CUSTOMERS.	Courtesy Notices and Non-Collection notices. 4 separate items. 18.0" x 6.0" Includes sticky strip and tear off 6.0" x 4.0" card for tracking purposes.	design and print management	Annual printing cost shown for four versions. Provided as needed.	For all customers: SFD versions (cart customers) and MFD/COM versions (shared services).
School Educational Materials	Contractor shall develop and distribute educational materials geared towards younger audiences including an educational video, development of a sorting game that can be modified for different grade levels, an activity book, stickers and other hand-outs. Contractor shall provide schools with copies of the video upon request for classroom use. The video shall be made accessible through City portions of the Contractor website.	Upon request.	Video, activity book, posters, adapt Educational Portal. Contractor to plan, shoot, and edit video.	
Truck signs change every quarter	signs are two sided. two per truck, Two sets per year, 20 trucks Signs \$150 each	Contractor shall, on a quarterly basis, develop and implement a City-wide truck-side advertising campaign to educate the public about Contractor's programs under this Agreement. Each campaign should be coordinated, in terms of both message and timing, with the theme of the quarterly newsletters distributed by Contractor.	design and print management of signs each year.	

Item/Requirement	Purpose/Description	Items	Timing	Other
Box truck wrap	Wrap the bulky pick up route box truck	Truck wrapped once a year with various messaging	design and print/wrap management	
Event Exhibit	Contractor shall staff an exhibit booth and distribute promotional and educational materials at special events and during requests to table at multi-family sites. Contractor shall provide visual displays, educational materials (including all guides, flyers, and brochures produced for this Agreement), and recycling sorting game and activities appropriate to a variety of age groups. Display components will be professionally designed and created and shall be scalable to be appropriate for a variety of booth or display configurations. Materials will include those pertaining to the programs provided under this Agreement as well as general information on “green” and/or sustainable behaviors.	Banner Stand, Giveaway materials, tablecloth, banner.	Replenishment of materials and giveaway items	
Paper Garden Bags	A paper bag approved by City and provided by the Contractor which may be purchased/used by customers for the Collection of Organic Materials overages.	Contractor shall make Paper Garden Bags readily available to Customers at Contractor’s office. 5000 qty supply plus printing plates and tax/shipping. 1,000 costs Total: \$2,082.92 Unit Costs: \$2.08 5,000 costs Total: \$7,032.50 Unit Costs: \$1.40 16 x 12 x 35 Kraft Yard Waste	Design and produce bags to have on hand for customer pick up. 5000 quantity to start. Amount to be revised as usage is determined.	
Used Oil Recovery Kit	a kit containing: one (1) reusable plastic jug of at least one (1) gallon capacity with a leak-proof watertight screw-on top to contain Used Motor Oil or used cooking oil; one (1) six (6) mil plastic disposable resealable bag with double track seal of sufficient capacity to accommodate one (1) Used Motor Oil Filter; and, a flyer, brochure, or other informational media approved by the City intended to educate Customers about the Used Motor Oil and Filter Collection program and the benefits resulting from the proper handling of Used Motor Oil and Filters.	The Used Oil Recovery Kit is to be provided to Customers by Contractor to recover Used Motor Oil and Filter, and used cooking oil from Single-Family and Townhouse residents.	Design and print Label and Flyer	
Extra Bag Tags	printing of tag/sticker		Design and print tag	
City outreach up to 4X per year	City directed outreach	City provided	4x a year - billing insert if mailed - will be cost more to include postage.	
Replenishment of Tote bags as needed				
Replenishment of Kitchen Pails as needed				

Item/Requirement	Purpose/Description	Items	Timing	Other
Translation services	Translation as needed for various printed outreach items	for printed items. Translation of website uses google translate.	professional translation services as needed.	
Instructional videos for website	Videos showing various service items: Kitchen pail, proper sorting, reuse, zero waste, etc.	Various subject matter as needed.	Contractor to plan, shoot, and edit ACI to manage uploads and distribution.	

REPORTS/PLANS/MEETINGS				
Annual Pub Ed Plan	by October 1 of each following year during the Term of this Agreement, Contractor shall develop	due in Q3 report		
Annual Diversion Plan	As part of Contractor's annual education and outreach plan, Contractor shall provide City	Annual Report		
EPP Plan	Contractor shall include a summary of their environmentally preferable purchasing activities in their Annual Report to City (e.g., volume of Recycled content paper purchased, Source Reduction strategies implemented during the year and the quantified results of that strategy).	Annual Report		
Quarterly Report	Education Activities: all outreach (date/content/distribution), all meetings/events	quarterly		
Google Analytics	set up with website redesign	monthly, quarterly, & annually		
Monthly Public Outreach Meeting		monthly		
OTHER MISC				

Scheduling system for Bulky collection (SFD, MFD, MFD-plex)  
Data collection/reporting for C&D (CalGreen requirements)  
Public Education provided at events

**FORMS - In addition to current online forms**

Senior Discount Rate Form  
Low-Income Rate form

Item/Requirement	Purpose/Description	Items	Timing	Other
------------------	---------------------	-------	--------	-------

Proof of a Collection service  
exemption from  
Damage Liability Waiver Form

#### **TRUCK DECALS**

Signage to the back of Contractor  
trucks which provides a phone  
number for residents to report  
material spills  
Contractor's name and local  
telephone number shall be displayed  
on all vehicles in at least four (4) inch  
characters.



**EXHIBIT G5:**  
**APPROVED SUBCONTRACTORS**

---



## **EXHIBIT G5**

### **APPROVED SUBCONTRACTORS**

A ~In accordance with Section 3.3 of the Agreement, the City has approved the following Subcontractors and subcontractors to manage the specified services and otherwise assist the Contractor in the performance of the requirements of this Agreement.

<b>subcontractor</b>	<b>Services</b>
GreenWaste Recovery, Inc.	Bulky Item Processing at Zanker Resource and Recovery Facility

This page intentionally left blank

**EXHIBIT G6:  
[RESERVED]**



**EXHIBIT G7:  
CONTRACTOR'S PROPOSED FLEET REPLACEMENT  
PLAN**





Tk #	Co	Veh Type	Make/Model	Year	Fuel Type	Rate Year to replace (RY1 = 2025)	Replacement Date
268	SLD	FEL	Autocar LLC Xpeditor	2015	CNG	1	2025
269	SLD	FEL	Peterbilt 520/HEIL	2018	CNG	4	2028
270	SLD	FEL	Peterbilt 520/HEIL	2018	CNG	4	2028
271	SLD	FEL	Peterbilt 520/HEIL	2018	CNG	4	2028
272	SLD	FEL	Peterbilt 520/HEIL	2018	CNG	4	2028
273	SLD	FEL - spare	Peterbilt 520/HEIL	2018	CNG	4	2028
67	SLD	Fork	Ford	2007	Diesel	1	2025
68	SLD	Fork	Chevrolet	2018	Diesel	6	2030
362	SLD	RO	Peterbilt 520/Galbreath	2018	CNG	6	2030
363	SLD	RO	Peterbilt 520/Galbreath	2018	CNG	6	2030
364	SLD	RO	Peterbilt 520/Galbreath	2018	CNG	6	2030
566	SLD	Flatbed	Peterbilt 337 w/HIAB crane	2018	Diesel	7	2031
5xx	SLD	Box van	TBD	New	TBD	1	2025
811	SLD	REL	ALF Condor	2010	CNG	1	2025
8xx	SLD	REL	Peterbilt 520/Leach	New	CNG	1	2025
1149	SLD	ASL	ALF Condor	2010	CNG	1	2025
1150	SLD	ASL	ALF Condor	2010	CNG	1	2025
1151	SLD	ASL	Peterbilt 520/Labrie	2018	CNG	4	2028
1152	SLD	ASL	Peterbilt 520/Labrie	2018	CNG	4	2028
1153	SLD	ASL	Peterbilt 520/Labrie	2018	CNG	4	2028
1154	SLD	ASL	Peterbilt 520/Labrie	2018	CNG	4	2028
1155	SLD	ASL	Peterbilt 520/Labrie	2018	CNG	4	2028
1156	SLD	ASL	Peterbilt 520/Labrie	2018	CNG	4	2028
1157	SLD	ASL	Peterbilt 520/Labrie	2018	CNG	4	2028
1158	SLD	ASL	Peterbilt 520/Labrie	2018	CNG	4	2028
1159	SLD	ASL	Peterbilt 520/Labrie	2018	CNG	4	2028
11xx	SLD	ASL	Peterbilt 520/Labrie	New	CNG	1	2025
11xx	SLD	ASL	Peterbilt 520/Labrie	New	CNG	1	2025
xx	SLD	Passenger	Chevrolet	New	TBD	2	2026
xx	SLD	Passenger	Chevrolet	New	TBD	2	2026
19	SLD	Pickup	Chevy Silverado 1500	2017	Gasoline	1	2025

*This page intentionally left blank*

## **EXHIBIT H: PERFORMANCE BOND**

---

To be provided upon execution of the Agreement



**EXHIBIT I:  
ENVIRONMENTALLY PREFERABLE PURCHASING  
POLICY**

---



# Environmentally Preferred Purchasing Policy

## Alameda County Industries (ACI)

Updated: October 2023

### STATEMENT OF POLICY

It is the policy of ACI to:

- Institute practices that reduce waste by increasing product efficiency and effectiveness;
- Purchase products that minimize environmental impacts, toxics, pollution, and hazards to worker and community safety;
- Purchase products whenever suitable of intended use that reduce greenhouse gas emissions in their production, shipping, use and discard; and
- Purchase products whenever suitable for intended use that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, use unbleached or chlorine free manufacturing processes, are lead-free, mercury-free, free of volatile organics compounds (VOCs) and Perfluoroalkyl and Polyfluoroalkyl (PFAS) substances when viable alternative exist, and use wood from sustainably harvested forests.

### PURPOSE

This Policy is adopted in order to:

- Conserve natural resources,
- Minimize environmental impacts such as pollution and use of water and energy,
- Eliminate or reduce toxics that create hazards to workers and our community,
- Reduce Greenhouse gas emissions (GHGs) associated with climate change,
- Support strong recycling markets,
- Reduce materials that are landfilled,
- Increase the use and availability of environmentally preferable products that protect the environment,
- Provide for environmentally preferable purchasing compliance when required in our franchise contracts,
- Create a model for successfully purchasing environmentally preferable products that encourages other purchasers in our community to adopt similar goals.

### STRATEGIES FOR IMPLEMENTATION

## Source Reduction

- Institute practices that reduce waste, encourage reuse, and result in the purchase of fewer products.
- Maintain reusable food service ware in all employee breakrooms with dishwashing capacity to prioritize use of reusables over all disposables, including those that can be recycled or composted.
- Ensure convenient 3-bins systems are located in all employee breakrooms and in hallways to promote waste diversion. These 3-bin systems will be color-coded (black/grey for garbage, blue for recycling and green for organics), co-located and with corresponding signage hung immediately over the bins at eye-level indicating what materials belong in each of the waste streams.
- Purchase remanufactured products such as toner cartridges, tires and furniture to the extent that these items meet the needs of ACI.
- Consider short-term and long-term costs in comparing product alternatives. This includes evaluation of total costs expected during the time a product is owned, including, but not limited to, acquisition, extended warranties, operation, supplies, maintenance and replacement parts, disposal costs and expected lifetime compared to other alternatives.
- Purchase products that are durable, long lasting, reusable or refillable and avoid purchasing one-time use or disposable products.
- Request vendors eliminate packaging or use the minimum amount necessary for product protection. Vendors shall be encouraged to take back packaging for reuse. A vendor's willingness to take back packaging may be used as part of the consideration in the bid process.
- Specify a preference for packaging that is reusable, recyclable or compostable, when suitable uses and programs exist.
- Encourage vendors to take back and reuse pallets and other shipping materials.
- Encourage suppliers of electronic equipment, including but not limited to computers, monitors, printers, and copiers, to take back equipment for reuse or environmentally sound recycling when ACI discards or replaces such equipment, whenever possible. Suppliers may be required to state their take back, reuse or recycling programs during the bidding process.
- Consider provisions in contracts with suppliers of non-electronic equipment that require suppliers to take back equipment for reuse or environmentally sound recycling when ACI discards or replaces such equipment, whenever possible. Suppliers may be required to state their take back, reuse or recycling programs during the bidding process.
- Promote electronic distribution of documents rather than printing or copying.
- When producing paper documents, print and copy all documents on both sides to reduce the use and purchase of paper.
- Promote paperless billing through a plant-a-tree program that results in a tree being planted for every new customer that signs up for paperless billing.
- Reduce the number and type of equipment needed to perform office functions to save energy and reduce purchasing and maintenance costs. Eliminate desktop printers, redundant network



printers and reduce the number of fax machines leased or owned by ACI. Consider lease or purchase of multi-function devices.

- Ensure all imaging equipment is installed with energy and resource-efficient settings set as default.

#### Recycled Content Products

- Purchase products with recycled content such as office paper, janitorial paper, and non-paper office products, that contain post-consumer content suitable for the intended use and where available from local vendors.
- Purchase multi-function devices, copiers and printers compatible with the use of recycled content and remanufactured products.
- Purchase re-refined lubricating and industrial oil for use in vehicles and other equipment, as long as it is certified by the American Petroleum Institute (API) and appropriate for use in such equipment. This section does not preclude the purchase of virgin-oil products for exclusive use in vehicles whose warranties expressly prohibit the use of products containing recycled oil.
- Ensure pre-printed recycled content papers intended for distribution that are purchased or produced contain a statement that the paper has recycled content.

#### Energy Efficient and Water Saving Products

- Purchase energy-efficient equipment with the most up-to-date energy efficiency functions when replacing or upgrading these fixtures.
- Replace inefficient interior lighting with energy-efficient equipment when replacing or upgrading these fixtures.
- Replace inefficient exterior lighting when upgrading or replacing these fixtures and minimize exterior lighting where possible to avoid unnecessary lighting of architectural and landscape features while providing adequate illumination for safety and accessibility.
- Purchase U. S. EPA Energy Star certified products when available and appropriate.
- Purchase U.S. EPA WaterSense labeled water-saving products when available and when upgrading or replacing these fixtures.
- Utilize Green Building Products and Practices whenever practical and consider Green Building practices for design, construction, and operation as described in the LEED Rating Systems for all building and renovations undertaken by ACI.
- Obtain and maintain California Green Business Program certification for ACI offices.

#### Toxics and Pollution Prevention Products and Practices

- Manage pest problems through prevention and physical, mechanical and biological controls when ACI and its contractors maintain buildings and landscapes. ACI may either adopt and implement an Organic Pest Management (OPM) policy and practices or adopt and implement an Integrated Pest Management (IPM) policy and practices using the least toxic pest control as a last resort.

- Purchase or require janitorial contractors to supply, industrial and institutional cleaning products that meet Green Seal certification standards for environmental preference and performance when renewing service agreements.
- Purchase paper, paper products, and janitorial paper products that are unbleached, PFAs free and/or are processed without chlorine or chlorine derivatives whenever possible.
- Purchase products and equipment with no lead or mercury whenever possible. For products that contain lead or mercury, ACI should give preference to those products with lower quantities of these metals and to vendors with established lead and mercury recovery programs. In addition, whenever lead- or mercury-containing products require disposal, ACI will dispose/recycle those products in the most environmentally safe manner possible.
- When possible, purchase or specify personal computers, displays, imaging equipment and televisions that meet, at a minimum, all Electronic Product Environmental Assessment Tool (EPEAT) environmental criteria designated as “required” as contained in the IEEE 1680 family of Environmental Assessment Standards.
- When possible, purchase or specify office furniture that meets the California Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation (BEARHFTI) and Department of Consumer Affairs standard Technical Bulletin 117-2013 for testing upholstered furniture flammability without the use of flame retardant chemicals.
- When possible, purchase or specify commercial carpeting that meets NSF/ANSI 140 Standard for Sustainable Carpet Assessment and recycle old carpet that is removed when replacing flooring.
- When possible, purchase or specify non-carpet floor coverings that meet NSF/ANSI 332 Standard for Resilient Flooring including vinyl, linoleum and rubber flooring when replacing flooring.
- Vehicle compliance adherence with Advanced Clean Fleets requirements.

## RESPONSIBILITIES

- The health and safety of workers and citizens is of utmost importance and takes precedence over all other practices. Nevertheless, ACI recognizes its duty to act in a fiscally responsible as well as a timely manner.
- Nothing contained in this policy shall be construed as requiring a department, purchaser or contractor to procure products that do not perform adequately for their intended use, exclude adequate competition, risk the health or safety of workers and citizens, or are not available at a reasonable price in a reasonable period of time.
- Nothing contained in this policy shall be construed as requiring ACI, department, purchaser, or contractor to take any action that conflicts with local, state or federal requirements.
- ACI has made significant investments in developing a successful recycling system and recognizes that recycled content products are essential to the continuing viability of that recycling system and for the foundation of an environmentally sound production system. Therefore, to the greatest extent practicable, recycled content shall be included in products that also meet other specifications, such as chlorine free or bio-based.

## IMPLEMENTATION

- The General Manager and/or the Sustainability Programs Manager shall implement this policy in coordination with other appropriate ACI personnel.
- Upon request, buyers making the selection from competitive bids shall be able to provide justification for product choices that meet the environmentally preferable purchasing criteria in this policy.
- Include businesses certified by the California Green Business Program in purchasing requests for products and services.
- Encourage vendors to comply with applicable sections of this policy for products and services provided to ACI.
- Obtain and maintain California Green Business Program certification for ACI offices.

## PROGRAM EVALUATION

- The General Manager and/or the Sustainability Programs Manager shall periodically evaluate the success of this policy implementation.

## DEFINITIONS

“California Green Business Program” is a partnership of governments and businesses that certifies the environmental performance of government agencies and businesses.

“Buyer” means anyone authorized to purchase or contract for purchases on behalf of this jurisdiction or its subdivisions.

“The Carpet and Rug Institute” (CRI) is the national trade association representing the carpet and rug industry. CRI has developed and administered the “Green Label” indoor air quality testing and labeling program for carpet, adhesives, cushion materials and vacuum cleaners.

“Contractor” means any person, group of persons, business, consultant, designing architect, association, partnership, corporation, supplier, vendor or other entity that has a contract with ACI or serves in a subcontracting capacity with an entity having a contract with ACI for the provision of goods or services.

“Electronic Product Environmental Assessment Tool” (EPEAT) is a procurement tool to help institutional purchasers in the public and private sectors evaluate, compare and select personal computers, displays, imaging equipment and televisions based on their environmental attributes.

“Energy Star” means the U.S. EPA’s energy efficiency product labeling program.

“Energy-Efficient Product” means a product that is in the upper 25% of energy efficiency for all similar products, or that is at least 10% more efficient than the minimum level that meets Federal standards.

“Green Seal” is an independent, non-profit environmental labeling organization. Green Seal standards for products and services meet the U.S. EPA’s criteria for third-party certifiers. The Green Seal is a registered certification mark that may appear only on certified products.

“Integrated Pest Management” is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and nontarget organisms, and the environment.

“LEED Rating System” means the most recent version of the Leadership in Energy and Environmental Design (LEED) Rating System, approved by the U.S. Green Building Council, and designed for rating new and existing commercial, institutional, and residential buildings.

“NSF/ANSI” means NSF International follows the American National Standards Institute (ANSI) standards development process. Standards are developed by joint committees (balanced stakeholder groups of public health, industry and user representatives).

“Organic Pest Management” prohibits the use and application of toxic chemical pesticides and strives to prevent pest problems through the application of natural, organic horticultural and maintenance practices. All pest control products shall be in keeping with, but not limited to, those products on the approved list of California Certified Organic Farmers (CCOF).

"Post-consumer Material" means a finished material which would normally be disposed of as a solid waste, having reached its intended end-use and completed its life cycle as a consumer item, and does not include manufacturing or converting wastes.

“Perfluoroalkyl and Polyfluoroalkyl (PFAS) substances” refers to class of chemicals of growing concern due to their impacts on public health and the environment. PFASs or their degradation products, such as perfluoroalkyl acids (PFAAs), persist in the environment after use, and are associated with harm to humans and to wildlife, such as reproductive and developmental toxicity, carcinogenicity, and liver toxicity. Source: [Sustainable Packaging for the State of California of 2018](#)

“Pre-consumer Material” means material or by-products generated after manufacture of a product is completed but before the product reaches the end-use consumer. Pre-consumer material does not include mill and manufacturing trim, scrap, or broke which is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.

“Recovered Material” means fragments of products or finished products of a manufacturing process, which has converted a resource into a commodity of real economic value, and includes pre-consumer and post-consumer material but does not include excess resources of the manufacturing process.

“Recycled Content” means the percentage of recovered material, including pre-consumer and post-consumer materials, in a product.

“Recycled Content Standard” means the minimum level of recovered material and/or post-consumer material necessary for products to qualify as “recycled products.”

“Recycled Product” means a product that contains post-consumer and recovered material.

“Remanufactured Product” means any product diverted from the supply of discarded materials by refurbishing and marketing said product without substantial change to its original form.

“Reused Product” means any product designed to be used many times for the same or other purposes without additional processing except for specific requirements such as cleaning, painting or minor repairs.

“Source Reduction” refers to products that result in a net reduction in the generation of waste compared to their previous or alternate version and includes durable, reusable and remanufactured products; products with no, or reduced, toxic constituents; and products marketed with no, or reduced, packaging.

“Volatile Organic Compounds” are carbon containing chemicals that vaporize and used as ingredients in paints, cleaning products, and adhesives. Source: [California Department of Health](#)

“Water-Saving Products” are those that are in the upper 25% of water conservation for all similar products, or at least 10% more water-conserving than the minimum level that meets the Federal standards.

“WaterSense” means a partnership program by the U.S. Environmental Protection Agency. Independent, third-party licensed certifying bodies certify that products meet EPA criteria for water efficiency and performance by following testing and certification protocols specific to each product category. Products that are certified to meet EPA specifications are allowed to bear the WaterSense label.

## EFFECTIVE DATES

- This policy shall remain in effect and may be revised from time to time.

*This page intentionally left blank*

**EXHIBIT J:**  
**CONTAMINATION MONITORING AND ROUTE**  
**REVIEWS**

---





## **EXHIBIT J**

### **CONTAMINATION MONITORING AND ROUTE REVIEWS**

*[ACI: This exhibit is based off of language from the City of Alameda. The final exhibit will be updated with your proposal as agreed upon by the City. Language will additionally be modified to ensure alignment with Section 5.3].*

#### **1. Annual Route Reviews**

Quarterly reports shall be presented by Contractor to show the following information for each quarter, including a quarterly average.

- A. Methodology.** The Contractor shall, at its sole expense, conduct Route reviews of Containers for Prohibited Container Contaminants in a manner that meets the requirements of this Section; is approved by the City; and results in all Routes being reviewed at least annually.

The Contractor's Route review shall include all Container types in service (Recyclable Materials, Organic Materials, and Solid Waste Containers) for all Customer Types.

Contractor shall develop a specific Route review methodology to accomplish the above Container inspection requirements and such methodology shall comply with the requirements of 14 CCR Section 18984.5(b). Contractor shall submit its proposed Route review methodology for the coming year to the City no later than January 15 of each year describing its proposed methodology for the calendar year and schedule for performance of each Route's annual review. Contractor's proposed Route review methodology shall include not only its plan for Container inspections but shall also include its plan for prioritizing the inspection of Customers that are more likely to be out of compliance. The City and/or CalRecycle will review and approve the proposed methodology. Contractor may commence with the proposed methodology upon approval.

If the City and/or CalRecycle notifies the Contractor that the methodology is inadequate to meet the requirements of 14 CCR Section 18984.5(b), Contractor shall, at its sole expense, revise the methodology and, after obtaining City or CalRecycle approval, conduct additional Route reviews, increased Container inspections, or implement other changes using the revised procedure. If the Contractor's proposed methodology meets the requirements of 14 CCR Section 18984.5(b), but has been deemed inadequate by the City, the Contractor shall, at the expense of the City, revise the methodology and implement the necessary changes using the revised procedure.

The City's Contract Manager may request, and Contractor shall accept, modifications to the schedule to permit observation of the Route reviews by the City. In addition, Contractor shall provide an email notice to the City's Contract Manager no less than ten (10) Working Days prior to each scheduled Route review that includes the specific time(s), which shall be within the City's normal business hours, and location(s).

- B. Contamination Notification.** Upon identification of Prohibited Container Contaminants in a Customer's Container during a Route review, Contractor shall provide the Customer with a notice of contamination in the form of either a Courtesy Notice or a Non-Collection Notice as determined by the Route auditor, in accordance with Section 5.3.B.
- C. Courtesy Pick-Up Notice.** Contractor's Courtesy Notice shall: (i) inform the Customer of the observed presence of Prohibited Container Contaminants; (ii) include the date and time the Prohibited Container Contaminants were observed; (iii) include information on the Customer's requirement to properly separate materials into the appropriate Containers, and the accepted and prohibited

## **EXHIBIT J**

### **CONTAMINATION MONITORING AND ROUTE REVIEWS**

materials for Collection in each Container; (iv) inform the Customer of the courtesy pick-up of the contaminated materials on this occasion with information that the Contractor may assess contamination Processing fees and/or issue a Non-Collection Notice in the future; and, (v) shall include photographic evidence. Contractor shall leave the Courtesy Notice attached to or adhered to the Generators' contaminated Containers; at the Premises' door or gate; or, subject to City's approval, may deliver the notice by mail, email, or text message.

The format of the Courtesy Notice shall be submitted and approved by the City Contract Manager in accordance with Section 5.3.B.

Contractor shall Collect the contaminated Recyclable Materials and/or Organic Materials Containers and either Transport the material to the appropriate Approved Facility for Processing; or Contractor may Collect the contaminated materials with the Solid Waste and Transport the contaminated materials to the Designated Disposal Facility. A Courtesy Collection of contaminated Recyclable Materials or Organic Materials where the materials are sent to the Designated Disposal Facility may be made with a Solid Waste Collection vehicle, provided that the contaminants may safely and lawfully be Collected as Solid Waste.

#### **D. Non-Collection Notices**

- 1. Non-Collection Notice.** Contractor's Non-Collection Notice shall, at a minimum: (i) inform the Customer of the reason(s) for non-Collection; (ii) include the date and time the notice was left or issued; (iii) describe the premium charge to Customer for Contractor to return and Collect the Container after Customer removes the Contamination; and, (iv) provide a warning statement that a contamination Processing fee may be assessed. The Non-Collection Notice shall include photographic evidence of the violation(s). Contractor shall leave the Courtesy Notice attached to or adhered to the Generator's contaminated Containers; at the Premises' door or gate; or, subject to City's approval, may deliver the notice by mail, email, or text message.
- 2. Communications with Customer.** Whenever a Container at the Premises of a Commercial or a Multi-Family Customer is not Collected, Contractor shall contact the Customer on the scheduled Collection day or within twenty-four (24) hours of the scheduled Collection day by telephone, email, text message, or other verbal or electronic message to explain why the Container was not Collected. Whenever a Container is not Collected because of Prohibited Container Contaminants, a Customer service representative shall contact the Customer to discuss and encourage the Customer to adopt proper Discarded Materials preparation and separation procedures.
- 3. Contractor Return for Collection.** Upon request from Customer, Contractor shall Collect Containers that received Non-Collection Notices within one (1) Working Day of Customer's request if the request is made at least two (2) Working Days prior to the regularly scheduled Collection Day. Contractor shall bill Customer for the extra Collection service event ("extra pick-up") at the applicable City-approved Rates only if Contractor notifies Customer of the premium Rate for this service at the time the request is made by Customer.

- E. Assessment of Contamination Processing Fees.** If the Contractor observes Prohibited Container Contaminants and has issued Courtesy Notices or Non-Collection Notices in accordance with Section 5.3.B, the Contractor may impose a contamination Processing fee rate approved by the City for that

## **EXHIBIT J**

### **CONTAMINATION MONITORING AND ROUTE REVIEWS**

Customer's Service Level. Contractor shall leave a contamination Processing fee notice tag attached to or adhered to the Generators' contaminated Container(s); at the Premises' door or gate; or, subject to City approval, may deliver the notice by mail, email, or text message. The contamination Processing fee notice shall describe the specific material(s) of issue, explain how to correct future set outs, and indicate that the Customer will be charged a contamination Processing fee on their next bill. The format of the contamination Processing fee notice shall be approved by the City Contract Manager. Contractor shall notify the City in its monthly report of Customers for which contamination Processing fees were assessed.

Contractor agrees that Contamination fees shall not exceed one percent (1%) of Contractor's Gross Receipts in any calendar quarter. In the event that Contamination fees exceed one percent (1%) of Contractor's Gross Receipts in any calendar quarter, the assessment of Contamination fees shall be suspended immediately and indefinitely pending a program assessment by the City and Contractor. Upon program suspension or at the request of the City at any time during the Term of the Agreement, City and Contractor shall meet and confer regarding the application and effectiveness of Contamination fees in accomplishing the behavior change. If the program is suspended due to excessive revenue generation, the City may require Contractor to either: (i) modify the program parameters; (ii) modify the amount of the Contamination fee; or, (iii) return to the City any funds generated by the Contamination fee which exceed one percent (1%) of Contractor's Gross Receipts for a given period of time.

Failure to comply with the requirements of this Section shall equate to Liquidated Damages in accordance with Exhibit F.

#### **F. Reporting Requirements.**

- 1. Container Contaminant Log.** The driver or other Contractor representative shall record each event of identification of Prohibited Container Contaminants in a written log or in the on-board computer system including: date, time, Customer's address, type of Container, and photographic evidence. Contractor shall maintain records and report information on a monthly basis in accordance with Exhibit D.

*This page intentionally left blank*

**EXHIBIT K:**  
**SPECIAL ASSESSMENT PROCEDURE**

---



### **30 Days Past Due**

**Quarterly Residential Customers** - If the bill is not paid in full within thirty (30) days from the due date, Contractor shall send a notice of delinquency to the bill payer in accordance with Section 4.11.F.

**Monthly Commercial Customers** - If the bill for commercial services remains unpaid after thirty (30) days from the original due date, the Contractor shall send a notice of delinquency to the bill payer in accordance with Section 4.11.F.

### **45 Days Past Due**

**Quarterly Residential Customers** - If the bill for residential services remains unpaid after forty-five (45) days from the original due date, the Contractor shall be able to assess late fees.

**Monthly Commercial Customers** - If the bill for Commercial services remains unpaid after forty-five (45) days from the original due date, the Contractor shall be able to assess late fees.

### **60 Days Past Due**

**All Customers** - If the bill remains unpaid after sixty (60) days from the original due date, the Contractor shall send a sixty (60)-day notice to the bill payer and owner as shown upon the last equalized assessment roll available on the date the notice is mailed and to the address shown on the records of the Assessor of the County. Such request for payment shall include a notice advising of the owner responsibility for payment for services furnished and/or made available to each premise owned and warning of the City's authority to enforce collection by the means set forth in the City's Municipal Code Chapter 3-6-200.

### **90 Days Past Due**

**All Customers** - If the bill remains unpaid after ninety (90) days from the original due date, the Contractor shall send a ninety (90)-day notice to the bill payer and owner. The ninety (90)-day notice shall include a notice informing the bill payer and owner of the delinquent status of the charges, of the potential for assessment upon the property tax roll and of the imposition of administrative charges in connection with such assessment ("Delinquency Subject to Special Assessment notice").

### **120 Days Past Due**

**All Customers** - In addition, the Contractor shall send a one hundred and twenty (120)-day Delinquency Subject to Special Assessment notice in the same manner as the ninety (90)-day notice described herein. If the bill remains unpaid after one hundred and twenty (120) days from the original due date, the unpaid amount will be subject to a special assessment on the Alameda County tax roll, and subject to a \$50.00 administrative fee.

### **Customers with Balance from Prior Year**

In January and March of each year, the Contractor shall send two additional Delinquency Subject to Special Assessment notices at intervals determined by the City to Customers with unpaid balances from the prior year. Drafts of the notices will be approved by the City in the last month of the prior year.

Contractor assessment notices sent in January & March of each year shall include important dates the customer will need to know in order to resolve the potential assessment including:

- (a) Dates of charges not paid that will be collected through the assessment process. Dates will be for the prior calendar year.
- (b) Date of the final deadline to pay the unpaid charges for the prior calendar year.
- (c) Information for how the Customer can contact the Contractor to address any potential issues with the balances reflected on the letter.

In the event of failure of any owner to pay the prior year's balance when due, the City may authorize the Contractor to, or may itself, enforce payment of any such delinquent charges in any of the following manners:

- (a) Any and all delinquent bills one hundred and twenty (120) days or more in arrears may be placed on the tax roll, and collected with the property taxes, in accordance with the provisions of the City's Municipal Code. The assessed amount will include a \$50.00 administrative fee. However, in no event, except upon notice in writing by the City Contract Manager, shall the Contractor cease provision of Single-Family Dwelling (SFD), Multi-Family Dwelling (MFD), and/or Commercial Collection Services to any SFD, MFD, and/or Commercial Customer due to non-payment.

### **Administrative Hearing**

Prior to placing delinquent charges on the Alameda County property tax roll for collection, an administrative hearing process, as set forth in the City Municipal Code Section 1-12-600, will be followed:

### **City of San Leandro's Assessment Process – Outlined in the Municipal Code**

#### **§ 1-12-600 COST ACCOUNTS AND IMPOSITION OF LIENS OR SPECIAL ASSESSMENTS.**

- (a) If a judicial order or Administrative Order authorizes the City to abate a public nuisance, the City official responsible for such abatement shall keep an accounting of the cost of abatement along with any other recoverable costs. The accounting shall be submitted to the Finance Director for inclusion in the annual report prepared by the Finance Director for the City Council. At least 10



days prior to the submission of the report to the City Council, a copy of the report and notice shall be mailed to the responsible party and/or to the owner of the property where the nuisance existed, if the nuisance concerns real property, at the address shown for such owner on the last tax roll.

(b) At the time and place fixed for receiving and considering the report required by subsection (a) of this section, the City Council shall hear any objections by the responsible party or property owner against whom such costs are being charged or against whose property an abatement lien or special assessment may be imposed for such costs. After considering the report and any objections thereto, the City Council may make such modifications to the report as it deems appropriate, after which the report shall be confirmed by resolution or order.

(c) Any penalty imposed for violations of this Code, including any other codes or statutes that have been incorporated into this Code, any administrative costs or other expenses of enforcement, and the cost or expenses associated with the abatement of a public nuisance that are levied in accordance with this Chapter, whether imposed or levied judicially or administratively, may be enforced by the recordation of a lien against the property of the owner of the real property where the nuisance condition existed. Any such lien shall be recorded in the office of the County Recorder for Alameda County, and from the date of recording shall have the force, effect, and priority of a judgment lien. A lien authorized by this section shall specify the amount of the lien, that the lien is being imposed on behalf of the City of San Leandro, the date of the abatement order, the street address, legal description and assessor's parcel number of the parcel on which the lien is imposed, and the name and address of the recorded owner of the parcel.

(d) Before recordation of a lien authorized by this section, a notice of lien shall be served on the responsible party and/or owner of record of the parcel of land on which the nuisance existed, based on the last equalized assessment roll or the supplemental roll, whichever is more current. The notice of lien shall be served in the same manner as a summons in a civil action. If the owner of record cannot be found, after a diligent search, the notice of lien may be served by posting a copy thereof in a conspicuous place upon the property for a period of 10 days and publication thereof in a newspaper of general circulation published in Alameda County, California.

(e) Any fee imposed on the City by the County Recorder for costs of processing and recording the lien and the cost of providing notice to the property owner in the manner described herein may be recovered from the property owner in any foreclosure action to enforce the lien after recordation.

(f) As an alternative to the lien procedure described in subsection (c) of this section, any penalty imposed for violations of this Code, including any other codes or statutes that have been incorporated into this Code, any administrative costs or other expenses of enforcement, and the cost or expenses associated with the abatement of a public nuisance that are levied in accordance with this Chapter, whether imposed or levied judicially or administratively, may become a special assessment and lien against the real property where the nuisance condition existed. Any special assessment imposed on real property pursuant to this section may be collected at the same time



and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as is provided for ordinary municipal taxes. Notice of any special assessment that is levied on real property pursuant to this section shall be given to the property owner by certified mail, and shall contain the information set forth in Government Code Section 38773.5(c). All laws applicable to the levy, collection, and enforcement of municipal taxes, including those described in Government Code Section 38773.5(c), shall be applicable to such special assessment

### **3-6-210 FEE FOR PROVISION OF SERVICE BY CITY'S FRANCHISEE.**

(a) Every person who uses the collection services of the City's franchisee shall pay a fee for the services, as established in a resolution adopted by the City Council or in the franchise agreement.

(b) The City's franchisee shall bill customers directly for service.

(c) The City's franchisee shall reconcile payments by customers against amounts billed to verify any delinquency in payment by customers. The franchisee shall provide two delinquency notices to customers but may not discontinue service to their properties. The franchisee shall make good faith efforts to collect on delinquent accounts. If the franchisee fails to collect on such accounts, the City may place liens on the property associated with the accounts and foreclose on the liens

**EXHIBIT L:**  
**LIST OF PUBLIC LITTER CONTAINER LOCATIONS**

<u>Acct</u>	<u>Account Name</u>	<u>Site</u>	<u>Site Address</u>
10	CITY LITTER CAN	LIQUOR STORE	650 ARTHUR AVE
11	CITY LITTER CAN	CHURCH	601 ARTHUR AVE
12	CITY LITTER CAN	BUS STOP	MARLOW & MAC ARTHUR
13	CITY LITTER CAN	GAS STATION	999 ARTHUR AVE
14	CITY LITTER CAN	QUICK STOP EAST SIDE	1001 ARTHUR AVE
15	CITY LITTER CAN	QUICK STOP WEST SIDE	1001 ARTHUR AVE
16	CITY LITTER CAN	CITY LITTER CAN	1039 ARTHUR AVE
17	CITY LITTER CAN	CITY LITTER CAN	1101 ARTHUR AVE
18	CITY LITTER CAN	CITY LITTER CAN	1273 MACARTHUR BLVD
19	CITY LITTER CAN	BUS STOP	MAC ARTHUR & ESTUDILLO
20	CITY LITTER CAN	BUS STOP	RITE AID / ESTUDILLO
21	CITY LITTER CAN	BUS STOP	RITE AID / JOAQUIN SIDE
22	CITY LITTER CAN	CITY LITTER CAN	1401 ARTHUR AVE
23	CITY LITTER CAN	PARADISCO RESTURANT	BANCROFT
3690	CITY LITTER CAN	BUS STOP EAST SIDE	BANCROFT / VICTORIA
3691	CITY LITTER CAN	BUS STOP WEST SIDE	BANCROFT / VICTORIA
3692	CITY LITTER CAN	LOADS ICE CREAM	401 BANCROFT AVE
3693	CITY LITTER CAN	BANCROFT AT BUS STOP	BANCROFT AT BUS STOP
3694	CITY LITTER CAN	BUS STOP WEST SIDE	BANCROFT & CALLAN
3695	CITY LITTER CAN	BUS STOP	1337 BANCROFT AVE
3696	CITY LITTER CAN	CITY LITTER CAN	BANCROFT & BLOSSOM WAY
3697	CITY LITTER CAN	CITY LITTER CAN	BANCROFT & BLOSSOM WAY
3698	CITY LITTER CAN	CITY LITTER CAN	BANCROFT & 141 ST EAST SIDE
3699	CITY LITTER CAN	CITY LITTER CAN	BANCROFT SAN LEANDRO HIGH
3700	CITY LITTER CAN	CITY LITTER CAN	2084 BANCROFT AVE
3701	CITY LITTER CAN	CITY LITTER CAN	1888 BANCROFT AVE
3702	CITY LITTER CAN	CITY LITTER CAN	1786 BANCROFT AVE
3703	CITY LITTER CAN	CITY LITTER CAN	1380 BANCROFT AVE
3704	CITY LITTER CAN	CITY LITTER CAN	BANCROFT AV @JR. HIGH
3705	CITY LITTER CAN	CITY LITTER CAN	BANCROFT
3706	CITY LITTER CAN	CITY LITTER CAN	680 BANCROFT AVE
3707	CITY LITTER CAN	CITY LITTER CAN	680 BANCROFT AVE
3708	CITY LITTER CAN	BUS STOP	DUTTON & BANCROFT
3709	CITY LITTER CAN	BUS STOP	DUTTON AT WASHINGTON SCHOOL
3710	CITY LITTER CAN	BUS STOP	DUTTON AT WASHINGTON SCHOOL
3711	CITY LITTER CAN	BUS STOP	15 DUTTON AVE
3712	CITY LITTER CAN	BUS STOP	145 EAST 14TH ST
3713	CITY LITTER CAN	CITY LITTER CAN	355 EAST 14TH ST
3714	CITY LITTER CAN	CITY LITTER CAN	EAST 14TH ST
3715	CITY LITTER CAN	TRADERS SPORT ANNEX	601 EAST 14TH ST
3716	CITY LITTER CAN	PHILLY CHEESE STEAK	691 EAST 14TH ST
3717	CITY LITTER CAN	CITY HALL ARCH	LORRAINE
3718	CITY LITTER CAN	CITY HALL	EAST 14TH ST # L
3719	CITY LITTER CAN	CITY HALL	LAFAYETTE (BEHIND CITY HALL)
3720	CITY LITTER CAN	CITY HALL	TOLER (SOUTH SIDE)
3721	CITY LITTER CAN	CITY HALL	999 EAST 14TH ST

3722	CITY LITTER CAN	CITY LITTER CAN	E 14TH ST #AND D
3723	CITY LITTER CAN	CITY LITTER CAN	201 DAVIS ST
3724	CITY LITTER CAN	CITY LITTER CAN	E 14TH ST #BUS S
3725	CITY LITTER CAN	CITY LITTER CAN	W ESTUDILLO AND E 14TH ST
3726	CITY LITTER CAN	CITY LITTER CAN	W ESTUDILLO AND E 14TH ST
3727	CITY LITTER CAN	CITY LITTER CAN	W ESTUDILLO AND E 14TH ST
3728	CITY LITTER CAN	BUFFET FORTUNA	E 14TH ST
3729	CITY LITTER CAN	CITY LITTER CAN	1398 E 14TH ST
3730	CITY LITTER CAN	CITY LITTER CAN	1415 E 14TH ST
3731	CITY LITTER CAN	CITY LITTER CAN	1427 E 14TH ST
3732	CITY LITTER CAN	CITY LITTER CAN	1443 E 14TH ST
3733	CITY LITTER CAN	CITY LITTER CAN	1495 E 14TH ST
3734	CITY LITTER CAN	CITY LITTER CAN	1505 E 14TH ST
3735	CITY LITTER CAN	CITY LITTER CAN	E 14TH ST
3736	CITY LITTER CAN	CITY LITTER CAN	1585 E 14TH ST
3737	CITY LITTER CAN	CITY LITTER CAN	1601 E 14TH ST
3738	CITY LITTER CAN	CITY LITTER CAN	1609 E 14TH ST
3739	CITY LITTER CAN	CITY LITTER CAN	1883 E 14TH ST
3740	CITY LITTER CAN	CITY LITTER CAN	E 14TH ST
3741	CITY LITTER CAN	CITY LITTER CAN	13745 E 14TH ST
3742	CITY LITTER CAN	CITY LITTER CAN	E 14TH ST
3743	CITY LITTER CAN	CITY LITTER CAN	14417 E 14TH ST
3744	CITY LITTER CAN	CITY LITTER CAN	E 14TH ST AND 148TH
3745	CITY LITTER CAN	CITY LITTER CAN	E 14TH AND FAIRMONT
3746	CITY LITTER CAN	CITY LITTER CAN	E 14TH AND FAIRMONT
3747	CITY LITTER CAN	CITY LITTER CAN	14970 E 14TH ST
3748	CITY LITTER CAN	CITY LITTER CAN	14880 E 14TH ST
3749	CITY LITTER CAN	CITY LITTER CAN	E 14TH ST
3750	CITY LITTER CAN	CITY LITTER CAN	14288 E 14TH ST
3752	CITY LITTER CAN	CITY LITTER CAN	2298 E 14TH ST
3753	CITY LITTER CAN	CITY LITTER CAN	1989 E 14TH ST
3754	CITY LITTER CAN	CITY LITTER CAN	1728 E 14TH ST
3755	CITY LITTER CAN	CITY LITTER CAN	E 14TH ST AND DOLORES
3756	CITY LITTER CAN	CITY LITTER CAN	E 14TH ST AND DOLORES
3757	CITY LITTER CAN	CITY LITTER CAN	E 14TH ST AND JUANA
3758	CITY LITTER CAN	CITY LITTER CAN	E 14TH ST AND JOAQUIN
3759	CITY LITTER CAN	CITY LITTER CAN	1376 EAST 14TH ST
3760	CITY LITTER CAN	CITY LITTER CAN	ESTUDILLO BEHIND E 14TH ST
3761	CITY LITTER CAN	CITY LITTER CAN	ESTUDILLO BEHIND E 14TH ST
3762	CITY LITTER CAN	CITY LITTER CAN	ESTUDILLO BEHIND E 14TH ST
3763	CITY LITTER CAN	CITY LITTER CAN	ESTUDILLO BEHIND E 14TH ST
3764	CITY LITTER CAN	CITY LITTER CAN	ESTUDILLO AT BUS STOP
3765	CITY LITTER CAN	CITY LITTER CAN	589 ESTUDILLO AVE
3766	CITY LITTER CAN	CITY LITTER CAN	560 ESTUDILLO AVE
3767	CITY LITTER CAN	CITY LITTER CAN	ESTUDILLO
3768	CITY LITTER CAN	CITY LITTER CAN	E 14TH ST
3769	CITY LITTER CAN	CITY LITTER CAN	E 14TH ST

3770 CITY LITTER CAN	CITY LITTER CAN	WELLS FARGO
3771 CITY LITTER CAN	CITY LITTER CAN	WELLS FARGO
18414 CITY LITTER CAN	WASHINGTON AT LEWELLING	WASHINGTON AT LEWELLING
18416 CITY LITTER CAN	DAVIS ST AT WARBER	DAVIS ST AT WARDEN
18419 CITY LITTER CAN	DAVIS ST AT HAYS SOUTHSIDE	DAVIS ST AT HAYS ST SOUTHSIDE
18420 CITY LITTER CAN	DAVIS ST AT HAYS ST NORTHSIDE	DAVIS ST AT HAYS ST NORTHSIDE
18421 CITY LITTER CAN	DAVIS ST AT WAYNE	DAVIS ST AT WAYNE
18422 CITY LITTER CAN	MARINA AT TEAGARDEN	MARINA AT TEAGARDEN
18424 CITY LITTER CAN	HAYS AT DAVIS ST EASTSIDE	HAYS AT DAVIS ST EASTSIDE
18425 CITY LITTER CAN	HAYS ST AT WEST ESTUDILLO	HAYS ST AT WEST ESTUDILLO
18427 CITY LITTER CAN	W.JUANA AT WASHINGTON	W.JUANA AT WASHINGTON
18428 CITY LITTER CAN	PARROTT AT WASHINGTON	PARROTT AT WASHINGTON
18429 CITY LITTER CAN	102 PARROT ST	101 PAROTT ST
18430 CITY LITTER CAN	PARROTT AT WA.MU.ATM	PARROTT AT WA.MU,ATM
18432 CITY LITTER CAN	PARROT AT TOT STORE	PARROT AT TOT STORE
18434 CITY LITTER CAN	WASHINGTON AT CHAPMAN	WASHINGTON AT CHAPMAN
18435 CITY LITTER CAN	WASHINGTON AT MONTEREY	WASHINGTON AT MONTEREY
18437 CITY LITTER CAN	CALLAN AT DAVIS ST NORTHSIDE	CALLAN AT DAVIS ST NORTHSIDE
18438 CITY LITTER CAN	CALLAN AT DAVIS SOUTHSIDE	CALLAN @DAVIS SOUTHSIDE
18440 CITY LITTER CAN	LONGS PARKING LOT SOUTHSIDE	LONGS PARKING LOT SOUTHSIDE
18441 CITY LITTER CAN	56 CHUMALIA AT BUS STOP	CHUMALIA AT BUS STOP
18442 CITY LITTER CAN	DOOLITTLE AT BARROW NORTHSIDE	DOOLITTLE AT BARROW NORTHSIDE
18443 CITY LITTER CAN	DOOLITTLE AT BARROW	DOOLITTLE @ BARROW SOUTHSIDE
18444 CITY LITTER CAN	DOOLITTLE AT MARINA	DOOLITTLE AT MARINA
18445 CITY LITTER CAN	DOOLITTLE AT FAIRWAY	DOOLITTLE AT FAIRWAY
18446 CITY LITTER CAN	DOOLITTLE AT BERMUDA	DOOLITTLE AT BERMUDA
18447 CITY LITTER CAN	FARNSWORTH AT MANOR	FARNSWORTH AT MANOR WESTSIDE
18448 CITY LITTER CAN	FARNSWORTH AT MANOR EASTSIDE	FARNSWORTH AT MANOR EASTSIDE
21489 CITY LITTER CAN	BUS STOP-GREEN HOUSE	BUS STOP - GREEN HOUSE
23891 CITY LITTER CAN	CITY LITTER CAN	HALCYON & HESPERIAN
23892 CITY LITTER CAN	CITY LITTER CAN	E14TH AND FAIRMONT
23893 CITY LITTER CAN	CITY LITTER CAN	WASHINGTON & FARGO
23894 CITY LITTER CAN	CITY LITTER CAN	1458 BANCROFT
23896 CITY LITTER CAN	CITY LITTER CAN	13701 BANCROFT
24216 CITY LITTER CAN	CITY LITTER CAN	1600 BANCROFT AVE
25289 CITY LITTER CAN	SAN LEANDRO BLVD & W.ESTUDILLO	SOUTHEAST CORNER
25289 CITY LITTER CAN	SAN LEANDRO BLVD & W.ESTUDILLO	SOUTHEAST CORNER
25291 CITY LITTER CAN	SAN LEANDRO BL & W. JUANA	SOUTHWEST CORNER
25291 CITY LITTER CAN	SAN LEANDRI BL & W.JUANA	SOUTHWEST CORNER
25292 CITY LITTER CAN	SAN LEANDRO BL. & W.JUANA	NORTHEAST CORNER
25292 CITY LITTER CAN	SAN LEANDRI BL & W.JUANA	NORTHEAST CORNER
25897 CITY LITTER CAN	CITY LITTER CAN	14845 E 14TH ST
26487 CITY LITTER CAN	CITY LITTER CAN	ESTUDILLO & COLLIER
27700 CITY LITTER CAN	CITY LITTER CAN	DUTTON & E14TH



**EXHIBIT M:**  
**MAP OF CITY SERVICE AREA**

---









# City of San Leandro Sanitary Districts

- San Leandro Sanitary District (City Service Area)
- Oro Loma Sanitary District

- 1 - MAYFLOWER PL

2 - CLIPPER CT

3 - SEASPRAY CT

4 - DOLPHIN CT

5 - YANKEE CT

6 - BRITANNIA LN

7 - GULFSTREAM WY

8 - SEA CLOUD AV

9 - HORIZON CT

10 - PELICAN WY

11 - CONSTITUTION CT

12 - DISCOVERY RD

13 - ORION CT

14 - TRADEWINDS RD

15 - RANGER RD

1 - WOODDUCK CT

2 - BITTERN CT

3 - SNOWY PLOVER CT

4 - WIGGON CT

5 - SHOVELER CT

6 - AVOCET CT

7 - KESTREL CT

8 - GADWALL CT

9 - SANDERLING CT

10 - SANDPIPER CT

11 - BLACK SOOTER CT

12 - TRINGO CT

13 - KINGFISHER CT

14 - PIPIT CT

15 - GAVIA CT

16 - WARBLER CT

17 - RAVEN CT

18 - SNIPES CT

19 - GOLDFISH CT

20 - TERN CT

21 - DOWICHER CT

22 - BLUE HERON CT

23 - GOLDENEYE CT

1 - AQUATIC CT

2 - OCEANSIDE WY

3 - REGATTA WY

4 - REGATTA CT

5 - ANCHORAGE CT

6 - ATLANTUS CT

7 - CRUISER DR

8 - HULL CT

9 - STERN CT

10 - BUOY CT

11 - COMPASS COVE

12 - FANTAIL CT

13 - ATLANTUS AV

14 - CRUISER CT

