

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF THE THIRD AMENDED AND RESTATED AGREEMENT, INCLUDING RATE METHODOLOGY AND RATE ADJUSTMENTS, WITH LIVERMORE SANITATION, INC., AND EXPRESSLY APPROVING THE RATE ADJUSTMENTS FOR RATE PERIOD ELEVEN EFFECTIVE JANUARY 1, 2021 THROUGH JUNE 30, 2021, AND RATE PERIOD TWELVE EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2022

On September 28, 2009, the Livermore City Council entered into a franchise agreement for solid waste collection services: *Agreement Between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials and Compostable Materials Services* (City Council Resolution No. 2009-189).

On May 9, 2011, the City Council adopted the *Amended and Restated Agreement Between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials and Compostable Materials Services* (City Council Resolution No. 2011-069).

On September 8, 2014, the City Council adopted Resolution No. 2014-141 approving the *Second Amended and Restated Agreement Between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials and Compostable Materials Services* (the "Franchise Agreement").

On June 8, 2015, the City Council adopted Resolution No. 2015-075 approving the Special Rate Review Amendment to the Franchise Agreement.

On November 9, 2015, the City Council adopted Resolution No. 2015-157 approving the Second Amendment to the Franchise Agreement.

On December 11, 2017, the City Council directed staff to negotiate additional benefits and services for the community in exchange for an extension of the Franchise Agreement.

On October 14, 2019, City staff presented options for term extensions and programmatic enhancements for the Franchise Agreement. At that meeting, the City Council directed staff to negotiate a franchise agreement extension for a ten year term with the option to extend the agreement for up to an additional five years at the City's sole discretion.

On November 25, 2019, the City Council adopted Resolution No. 2019-190 to extend the expiration date of the Franchise Agreement for one year to allow City staff and Livermore Sanitation, Inc. time to complete negotiations for a third amended and restated agreement for solid waste, recyclable materials, and compostable materials services.

Staff negotiated and recommended for approval changes to update the current Franchise Agreement with Livermore Sanitation, Inc. ("LSI") to:

- Extend the term by ten years, until June 30, 2030, with the option for up to a five-year extension at the City's sole discretion;
- Allow the purchase of new equipment, including vehicles and upgrades to LSI's

- Compressed Natural Gas fueling station;
- Modify the recyclable materials costs methodology;
- Prepare for new state legislation (e.g. SB 1383);
- Approve rates for Fiscal Year 2020/2021 (Rate Year 11) and Fiscal Year 2021/2022 (Rate Year 12), which delays the rate increase in Rate Year 11 due to the community impacts from the COVID-19 pandemic; and
- Describe infrastructure, programmatic enhancements, and other minor administrative changes.

On April 27, 2020, the City Council considered staff's recommendations together with the proposed amendments to the Franchise Agreement, and testimony at a noticed City Council meeting.


Following the review, the City Council agreed to the recommended amendments to the Franchise Agreement.


NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that the City Manager is authorized to sign, on behalf of the City of Livermore, the *Third Amended and Restated Agreement Between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials and Compostable Materials Services*, attached hereto as Exhibit A. A copy of the original agreement, and all subsequent amendments thereto, are on file in the Office of the City Clerk.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that rate adjustments requested by Livermore Sanitation Inc. for Rate Period 11, effective January 1, 2021 through June 30, 2021, and for Rate Period 12, effective July 1, 2021 through June 30, 2022, as recommended by staff and consistent with the methodology in the agreement and in response to the COVID-19 pandemic, are hereby approved.

On motion of Vice Mayor Woerner, seconded by Council Member Carling, the foregoing resolution was passed and adopted on April 27, 2020, by the following vote:

AYES: Council Members Carling, Coomber, Munro, Vice Mayor Woerner,
Mayor Marchand
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:

Marie Weber
City Clerk

APPROVED AS TO FORM:

Jason Alcala
City Attorney

Date: April 29, 2020

Exhibit A – Third Amended and Restated Agreement

THIRD AMENDED AND RESTATED AGREEMENT

**BETWEEN
THE CITY OF LIVERMORE**

AND

LIVERMORE SANITATION, INC.

**FOR SOLID WASTE, RECYCLABLE MATERIALS, AND
COMPOSTABLE MATERIALS SERVICES**

April 27, 2020

Resolution No. 2020-051

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- B City-Sponsored Events
- C Public Education Plan
 - 1. Public Education Plan – Supplemental Information
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- E Cart Specifications
- F Schedule of Performance Adjustments (Liquidated Damages)
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- K Secretary's Certification
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- P Memorandum of Understanding Between The City of Livermore, Alameda County, And Livermore Sanitation, Inc. Regarding Solid Waste and Recycling Services
- Q Contract Between The Livermore Valley Joint Unified School District and Livermore Sanitation, Inc.

1 **Third Amended and Restated Agreement**
2 **between**
3 **the City of Livermore**
4 **and**
5 **Livermore Sanitation, Inc.**

6 **For Solid Waste, Recyclable Materials and**
7 **Compostable Materials Services**

8
9 THIS THIRD AMENDED AND RESTATED AGREEMENT is made and entered into as of the 28th day of
10 April, 2020, by and between the City of Livermore (hereinafter "the City") and Livermore
11 Sanitation, Inc. (hereinafter referred to as the "Contractor").

12 **RECITALS**

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

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

18 **WHEREAS;** the State of California has found and declared that the amount of refuse generated in
19 California, coupled with diminishing Disposal Site space and potential adverse environmental impacts
20 from landfilling and the need to conserve natural resources, have created an urgent need for State and
21 local agencies to enact and implement an aggressive integrated waste management program. The State
22 has, through enactment of the AB 939 and subsequent related legislation including, but not limited to:
23 the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB
24 1016 (Chapter 343, Statutes of 2008), the Compostable Organics Management Act of 2014 (AB 1594), the
25 Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants
26 Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote Disposal
27 Site Diversion and to maximize the use of feasible waste reduction, re-use, Recycling and Composting
28 options in order to reduce the amount of refuse that must be Disposed of in Disposal Sites;

29 **WHEREAS;** SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, Solid Waste
30 facilities, and other entities to achieve the Organic Waste Disposal reduction targets; and,

31 **WHEREAS;** SB 1383 requires jurisdictions to implement Collection programs, meet Processing facility
32 requirements, conduct contamination monitoring, provide education, maintain records, submit reports,
33 monitor compliance, and fulfill other requirements; and the City of Livermore has chosen to delegate
34 some of its responsibilities to Contractor through this Agreement; and,

35 **WHEREAS;** in 1990 the Alameda County Waste Reduction and Recycling Initiative Charter Amendment
36 established a County-wide Solid Waste Diversion rate goal of seventy-five percent (75%) by 2010;

37 **WHEREAS;** on November 26, 2007, the City of Livermore adopted a resolution establishing a Solid Waste
38 Diversion goal of seventy-five percent (75%) by 2015 to support the County-wide Diversion goal of
39 seventy-five percent (75%);

40 **WHEREAS;** in 2010, the Alameda County Source Reduction and Recycling Board (“StopWaste”) adopted a
41 Strategic Plan including a new waste Diversion goal: by 2020, less than 10 percent of what winds up in
42 Alameda County’s landfills will be readily Recyclable or Compostable;

43 **WHEREAS;** through its recent membership in the Alameda County Climate Protection Project, the City of
44 Livermore has committed to reducing its greenhouse gas emissions; and the United States Environmental
45 Protection Agency has found that greenhouse gas emissions could be significantly reduced through
46 Recycling, especially the Recycling of paper;

47 **WHEREAS;** the City Council authorized participation in the Alameda County Waste Management
48 Authority’s Mandatory Recycling Ordinance Phase 1 on February 13, 2012 effective July 1, 2012; and Phase
49 2 on October 14, 2013 effective July 1, 2014; to require that all Commercial and Multi-Family Customers
50 Divert Recyclable Materials and Organics such as Food Scraps, yard waste, and food-contaminated paper;

51 **WHEREAS;** under Title 8, Section 8.08, Solid Waste Management of the City of Livermore Municipal Code,
52 the City has the authority to provide for the Collection, Transport, Processing, marketing, and Disposal of
53 Solid Waste, Recyclable Materials and Compostable Materials through a franchise agreement;

54 **WHEREAS;** pursuant to California Public Resources Code Section 40059(a)(2), the City has determined that
55 the public health, safety, and well-being require that an exclusive right be awarded to a qualified
56 contractor to provide for the Collection of Solid Waste, Recyclable Materials, and Compostable Materials,
57 and other services related to meeting the City’s seventy-five percent (75%) Diversion goal;

58 **WHEREAS;** the City Council further declares its intent to approve and maintain reasonable Rates for the
59 Collection, Transportation and Recycling, Processing, Composting and/or Disposal of Solid Waste,
60 Recyclable Materials, and Compostable Materials;

61 **WHEREAS;** the City Council desires, having determined through a competitive procurement for services
62 that Contractor, by demonstrated experience, reputation and capacity is qualified to provide for both the
63 Collection of Solid Waste, Recyclables Materials, and Compostable Materials within the corporate limits
64 of the City and the Transportation of such material to appropriate places of Processing, Recycling,
65 Composting and/or Disposal, that Contractor be engaged to perform such services on the basis set forth
66 in this Agreement;

67 **WHEREAS;** The Agreement Between The City of Livermore and Livermore Sanitation, Inc. for Solid Waste,
68 Recyclable Materials, and Compostable Materials Services was approved by the City Council of the City of
69 Livermore on September 28, 2009.

70 **WHEREAS;** On May 9, 2011, the City Council adopted Resolution No. 2011-069 approving the Amended
71 and Restated Agreement Between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste,
72 Recyclable Materials and Compostable Materials Services.

73 **WHEREAS;** On September 8, 2014, the City Council adopted Resolution No. 2014-141 approving the
74 Second Amended and Restated Agreement Between the City of Livermore and Livermore Sanitation, Inc.
75 for Solid Waste, Recyclable Materials and Compostable Materials Services (the “Prior Agreement”).

76 **WHEREAS;** On June 8, 2015, the City Council adopted Resolution No. 2015-075 approving the Special Rate
77 Review Amendment to the Prior Agreement.

78 **WHEREAS;** On November 9, 2015, the City Council adopted Resolution No. 2015-157 approving the
79 Second Amendment to the Prior Agreement regarding Processing costs at the Alameda County Industries,
80 LLC, Materials Recovery Facility (SRRA) which have been incorporated into the Rates approved by the City
81 Council; and

82 **WHEREAS;** the Parties now desire to update the Prior Agreement to: extend the term of the Prior
83 Agreement, ensure the City's ongoing regulatory compliance, and to provide for expanded services.

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

86 **ARTICLE 1.** 87 **DEFINITIONS**

88 For purposes of this Agreement, unless a different meaning is clearly required, the following terms shall
89 have the following meanings and be capitalized throughout this Agreement:

90 **1.1 AB 341**

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

94 **1.2 AB 1594**

95 "AB 1594" means California Public Resources Code Section 41781.3 et seq., pursuant to which,
96 commencing January 1, 2020, the use of green material as landfill alternative daily cover does not
97 constitute Diversion through Recycling and shall be considered Disposal.

98 **1.3 AB 1826**

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

102 **1.4 Act**

103 "Act" means the California Integrated Waste Management Act of 1989 (California Public Resources Code
104 Section 40000 et seq.), as amended, supplemented, superseded and replaced from time to time.

105 **1.5 Affiliate**

106 "Affiliate" means all businesses (including corporations, limited and general partnerships and sole
107 proprietorships) which provide services or products related to services under this Agreement and which
108 are directly or indirectly related to Contractor by virtue of direct or indirect Ownership interest or common
109 management. They shall be deemed to be "Affiliated with" Contractor and included within the term

110 "Affiliates" as used herein. An Affiliate shall include: (i) a business in which Contractor has a direct or
111 indirect Ownership interest, (ii) a business, which has a direct or indirect Ownership interest in Contractor
112 and/or (iii) a business, which is also Owned, controlled or managed by any business or individual which
113 has a direct or indirect Ownership interest in Contractor. For the purposes of this definition, "Ownership"
114 means ownership as defined in the constructive ownership provisions of Section 318(a) of the Internal
115 Revenue Code of 1986, as in effect on the date here, provided that ten percent (10%) shall be substituted
116 for fifty percent (50%) in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and Section 318(a)(5)(C)
117 shall be disregarded. For purposes of determining ownership under this paragraph and constructive or
118 indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be
119 disregarded and percentage interests shall be determined on the basis of the percentage of voting interest
120 or value which the ownership interest represents.

121 **1.6 Agreement**

122 "Agreement" means this Third Amended and Restated Agreement, including all exhibits, and any future
123 amendments hereto between the City and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials
124 and Compostable Materials services described herein.

125 **1.7 Agreement Fee**

126 "Agreement Fee" means the fee paid by Contractor to City for the privilege to hold the exclusive rights
127 granted by this Agreement.

128 **1.8 Alameda County Mandatory Recycling Ordinance**

129 "Alameda County Mandatory Recycling Ordinance" means Alameda County Waste Management
130 Authority Ordinance No 2012-1 adopted on January 25, 2012, as amended, supplemented, superseded,
131 and replaced from time to time.

132 **1.9 Alameda County Plant Debris Ban**

133 "Alameda County Plant Debris Ban" means Alameda County Waste Management Authority Ordinance No
134 2008-1 adopted on January 28, 2009, as amended, supplemented, superseded, and replaced from time
135 to time.

136 **1.10 Alternative Landfill Cover**

137 "Alternative Landfill Cover" means cover material used at a Disposal Site, other than earthen materials,
138 placed on the surface of the refuse fill area as daily cover, intermediate cover, or final cover to control
139 blowing Litter, fires, odor, scavenging and vectors; or, means materials used as soil amendments for
140 erosion control and landscaping. Food Scraps, Yard Trimmings, and Other Targeted Compostables shall
141 not be used as Alternative Landfill Cover."

142 **1.11 Appliance**

143 "Appliance" means any domestic or Commercial device, including, but not limited to, a washing machine,
144 clothes dryer, hot water heater, dehumidifier, conventional oven, microwave oven, stove, refrigerator,
145 freezer, air conditioner, trash compactor, and Residential furnace.

146 **1.12 Applicable Law**

147 "Applicable Law" means all federal, State, and local laws, regulations, rules, orders, judgments, degrees,
148 permits, approvals, or other requirement of any governmental agency having jurisdiction over the
149 Collection, Transportation, Processing, and Disposal of Solid Waste, Recyclable Materials, and
150 Compostable Materials that are in force on the Effective Date and as they may be enacted, issued or
151 amended during the Term of this Agreement.

152 **1.13 Approved Composting Site**

153 "Approved Composting Site" means the Blossom Valley Organics North Composting Site operated by
154 Grover Landscape Services, Inc. at 3909 Gaffery Road in Vernalis, California, which was selected by
155 Contractor, and approved by the City Contract Manager.

156 **1.14 Approved Construction and Demolition Debris (C&D) Processing Site**

157 "Approved C&D Processing Site" means the Republic Services Vasco Road, LLC facility at 4001 N. Vasco
158 Road in Livermore, California, which was selected by Contractor, and approved by the City Contract
159 Manager.

160 **1.15 Approved Disposal Site**

161 "Approved Disposal Site" means the landfill commonly known as Vasco Road Sanitary Landfill, which is
162 owned and operated by Republic Services Vasco Road, LLC, a wholly-owned subsidiary of Republic
163 Services, Inc., and located at 4001 North Vasco Road in unincorporated Alameda County, California. This
164 Disposal Site was selected by the City and approved for Disposal of Solid Waste Collected by the
165 Contractor.

166 **1.16 Approved Facility(ies)**

167 "Approved Facility(ies)" means the Approved C&D Processing Site, Approved Composting Site, Approved
168 Disposal Site, and/or the Approved Recyclables Processing Site, individually or collectively.

169 **1.17 Approved Recyclables Processing Site**

170 "Approved Recyclables Processing Site" means the Alameda County Industries, LLC Processing Site at 610
171 Aladdin Avenue in San Leandro, California, which was selected by Contractor, and approved by the City
172 Contract Manager.

173 **1.18 Billings**

174 "Billings" means any and all statements of charges for services rendered, howsoever made, described or
175 designated by Contractor, or made by another for City or Contractor, presented to Customers that are
176 serviced by Contractor for the Collection of Solid Waste, Recyclable Materials, and Compostable Materials
177 under this Agreement.

178 **1.19 Bin(s)**

179 "Bin(s)" means a detachable metal Container with a capacity of one to seven (1 to 7) cubic yards and
180 hinged lid(s), which may have wheels, and that is serviced by a front-end loading or rear-end loading
181 Collection truck.

182 **1.20 Bin Service**

183 "Bin Service" means service provided to Customers for Solid Waste Collection using Bins as defined in
184 Section 1.19. Bin Service may be used by Commercial Premises, Multi-Family Premises, or Single-Family
185 Premises generating large volumes of Solid Waste.

186 **1.21 Bulky Item**

187 "Bulky Item" means discarded Appliances, furniture, tires, carpets, mattresses, and similar large items
188 which require special Collection due to their size or nature, but can be Collected without the assistance
189 of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. It does
190 not include abandoned automobiles, large auto parts, or trees.

191 **1.22 Business Days**

192 "Business Days" mean days during which City offices are open to do business with the public.

193 **1.23 Cart(s)**

194 "Cart(s)" means a wheeled plastic Container with varying capacities of twenty (20), thirty-two (32), sixty-
195 four (64), and ninety-six (96) gallons that is equipped with a hinged lid designed for mechanical pickup by
196 an automated or semi-automated Collection vehicle. The 32-gallon Cart is a Cart with 32 gallons of
197 capacity in the Cart body and 3 gallons in the domed lid for a total capacity of 35 gallons.

198 **1.24 Cart Service**

199 "Cart Service" means Collection services provided to Customers using Carts as defined in Section 1.23.
200 Cart Service may be used by Single-Family Premises, Multi-Family Premises, or Small Commercial
201 Generators.

202 **1.25 Change in Law**

203 "Change in Law" means any of the following events or conditions which has a material and adverse effect
204 on the performance by the Parties of their respective obligations under this Agreement (except for
205 payment obligations):

206 A. The enactment, adoption, promulgation, issuance, modification, or written change in administrative
207 or judicial interpretation on or after the Effective Date of any Applicable Law; or

208 B. The order or judgment of any governmental body, on or after the Effective Date, to the extent such
209 order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable
210 diligence of the City or of the Contractor, whichever is asserting the occurrence of a Change in Law;
211 provided, however, that the contesting in good faith or the failure in good faith to contest any such
212 order or judgment shall not constitute or be construed as such a willful or negligent action, error or
213 omission or lack of reasonable diligence.

214 **1.26 City**

215 "City" means the City of Livermore, a municipal corporation, and all the territory lying within the municipal
216 boundaries of the City as presently existing or as such boundaries may be modified during the Term.

217 **1.27 City Contract Manager**

218 "City Contract Manager" means the Public Works Director or his or her designee.

219 **1.28 Collection (or variation thereof)**

220 "Collection" means the removal and Transportation of Solid Waste from the place where it was generated
221 to a Disposal Site and/or the removal and Transportation of Recyclable Materials, Compostable Materials,
222 and other Salvageable Materials from the place where such materials were generated to a Processing Site.

223 **1.29 Commencement Date**

224 "Commencement Date" means the date specified in Section 3.1 when Collection, Transportation,
225 Processing, and Disposal services required by this Agreement shall be provided.

226 **1.30 Commercial**

227 "Commercial" means of, from or pertaining to non-Residential Premises where business activity is
228 conducted, including, but not limited to, retail sales, services, wholesale operations, manufacturing and
229 industrial operations, but excluding businesses conducted upon Residential property which are permitted
230 under applicable zoning regulations and are not the primary use of the property.

231 **1.31 Compactor**

232 "Compactor" means a mechanical apparatus that compresses materials. Compactors include two (2) to
233 four (4) cubic yard Bin Compactors serviced by front-end loader Collection trucks and six (6) to forty (40)
234 cubic yard Drop Boxes serviced by roll-off Collection trucks.

235 **1.32 Complaint**

236 "Complaint" means written or orally communicated statements made by members of the public, Owners
237 or Occupants of properties served by Contractor, or officers, employees or agents of City alleging non-
238 performance or deficiencies in performance of Contractor's duties and obligations under this Agreement,
239 or otherwise alleging a violation by Contractor of the provisions of this Agreement.

240 **1.33 Compost (or Composting)**

241 "Compost (or Composting)" "Compost" has the same meaning as in 14 CCR § 17896.2(a)(4).

242 **1.34 Compost Product**

243 "Compost Product" means the product resulting from the controlled biological decomposition of
244 Compostable Materials that are Source Separated from the municipal Solid Waste stream, or which are
245 separated at a centralized facility.

246 **1.35 Compostable Materials (or Compostables)**

247 "Compostable Materials" or "Compostables" means those Discarded Materials that the City's Code
248 permits, directs, and/or requires Generators to include for Collection in a Container, which is specifically
249 designated for Compostable Materials. No Discarded Material shall be considered to be Compostable
250 Materials, however, unless it is separated from Solid Waste and Recyclable Material. Compostable

251 Materials include Yard Trimmings, Food Scraps, Food-Contaminated Paper, and Other Targeted
252 Compostables.

253 **1.36 Compostable Plastics**

254 "Compostable Plastics" means plastic materials that meet the ASTM D6400 standard for Compostability.

255 **1.37 Composting Site**

256 "Composting Site" means any plant, facility, or site used for the Processing and Composting of
257 Compostable Materials for the purpose of making Compost, mulch, or other marketable material.

258 **1.38 Construction and Demolition Debris**

259 "Construction and Demolition Debris" also abbreviated "C&D Debris" in this Agreement, means used or
260 discarded construction materials (not including Solid Waste) removed from Premises during the
261 construction or renovation of a structure resulting from construction, remodeling, repair or demolition
262 operations on any pavement, house, Commercial building, or other structure.

263 **1.39 Container**

264 "Container" means a receptacle for temporary storage of Solid Waste, Compostable Materials, or
265 Recyclable Materials to be Collected by Contractor. Container includes a Cart, Bin, Drop Box, or
266 Compactors.

267 **1.40 Contractor**

268 "Contractor" means Livermore Sanitation, Inc., a corporation organized and operating under the laws of
269 the State of California and its officers, directors, employees, agents, companies and Subcontractors.

270 **1.41 Contractor's Compensation**

271 "Contractor's Compensation" means the monetary compensation received by Contractor from Customers
272 in return for services provided by Contractor in accordance with this Agreement, and pursuant to Article
273 8.

274 **1.42 Contractor's Proposal**

275 "Contractor's Proposal" means the proposal submitted by Contractor on April 13, 2009 for provision of
276 Solid Waste, Recyclables, and Compostable Materials services in the City and certain supplemental written
277 materials, which are included as Exhibit M to this Agreement and are incorporated by reference; and the
278 proposal submitted by Contractor on December 6, 2019 for provision of Solid Waste, Recyclables, and
279 Compostable Materials services in the City and certain supplemental written materials, which are included
280 as Exhibit G1 to this Agreement and are incorporated by reference. If there is a conflict between Exhibit
281 M and Exhibit G1, Exhibit G1 shall prevail.

282 **1.43 County**

283 "County" means the County of Alameda, located within the State of California.

284 **1.44 Curb or Curbside**

285 "Curb or Curbside" means the location for placement of a Cart for pick-up by Single-Family Customers,
286 which shall be on the street against the face of the curb, or where no street curb exists, the Container
287 shall be placed on the Customer's property at a location that is not more than five (5) feet from the outside
288 edge of the street. In the case of condominiums and townhomes receiving Single-Family service,
289 placement of Carts shall be adjacent to each Residential unit at a location agreed upon by both Contractor
290 and Customer.

291 **1.45 Customer**

292 "Customer" means the Person to whom Contractor submits Billing invoices and from whom collects
293 payment for Collection services provided to a Premises. The Customer may be the Occupant or Owner of
294 the Premises provided that the Owner of the Premises shall be responsible for payment of Collection
295 services if an Occupant of a Premises, which is identified as the Customer of Owner's Premises, fails to
296 make such payment.

297 **1.46 Delivery**

298 "Delivery" means placement of Solid Waste, Recyclable Materials, or Compostable Materials by a
299 Generator in a receptacle or at a location that is designated for Collection pursuant to the City's Municipal
300 Code.

301 **1.47 Designated Waste**

302 "Designated Waste" means non-Hazardous Waste which may pose special Disposal problems because of
303 its potential to contaminate the environment and which may be Disposed of only in Class II Disposal Sites
304 or Class III Disposal Sites pursuant to a variance issued by the California Department of Health Services.
305 Designated Waste consists of those substances classified as Designated Waste by the State of California,
306 in California Water Code Section 13173.

307 **1.48 Discarded Material**

308 "Discarded Material" means Solid Waste, Recyclable Materials, Organic Materials, Bulky Items or
309 Construction and Demolition Debris placed by a Generator in a Container, receptacle or at a location that
310 is designated for Collection pursuant to the City's Municipal Code.

311 **1.49 Disposal (or Disposed, or any variation thereof)**

312 "Disposal" or "Disposed," or any variation thereof, means the final disposition of Solid Waste Collected by
313 the Contractor at a Disposal Site approved by the City. Disposal does not include Alternative Landfill Cover
314 so long as City and State regulations consider Alternative Landfill Cover as Diversion under the Act.

315 **1.50 Disposal Site(s)**

316 "Disposal Site(s)" means a facility for ultimate Disposal of Solid Waste.

317 **1.51 Diversion**

318 "Diversion" means activities that reduce or eliminate the amount of Solid Waste from Solid Waste
319 Disposal including, but not limited to, Recycling and Composting.

320 **1.52 Diversion Level**

321 "Diversion Level" means the percentage equal to the Tonnage Diverted by Contractor divided by the
322 Tonnage Collected by Contractor multiplied by 100, which reflects the accomplishments of the
323 Contractor's Diversion programs.

324 **1.53 Drop Box**

325 "Drop Box," sometimes known as a "roll-off" or "debris box," means a wheeled or sledged Container or
326 Compactor, generally with a capacity of six (6) to forty (40) cubic yards, suitable for storage of Solid Waste,
327 Recyclable Materials or Compostable Materials that is separately serviced by a truck, which Transports
328 the Drop Box and the materials contained within to a Disposal Site, Processing Site, Transfer Station, or
329 Composting Site.

330 **1.54 Drop Box/Compactor Service**

331 "Drop Box/Compactor Service" means the service requested by any Generator requiring Drop Boxes or
332 roll-off Compactors for Collection of Solid Waste, Recyclable Materials or Compostable Materials.

333 **1.55 Edible Food**

334 "Edible Food" means food that is fit to be consumed. Edible Food is not Solid Waste if it is recovered and
335 not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not
336 meet the food safety requirements of the California Retail Food Code.

337 **1.56 Effective Date**

338 "Effective Date" means the date on which the latter of the Parties signs the Agreement and the date on
339 which Contractor may begin to take actions and incur costs in preparation to provide Collection,
340 Transportation, and Processing Services required by this Agreement.

341 **1.57 E-Waste**

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

348 **1.58 Excluded Waste**

349 "Excluded Waste" means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste,
350 volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material, waste that
351 Contractor reasonably believes would, as a result of or upon Disposal, be a violation of local, State or
352 Federal law, regulation or ordinance, including land use restrictions or conditions, waste that cannot be
353 Disposed of in Class III landfills, waste that in Contractor's reasonable opinion would present a significant
354 risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or
355 City to potential liability; but not including de minimis volumes or concentrations of waste of a type and
356 amount normally found in Residential Solid Waste after implementation of programs for the safe
357 Collection, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500

358 and 41802 of the California Public Resources Code. Excluded Waste does not include Used Motor Oil and
359 Filters, or household batteries when properly placed for Collection by Contractor as set forth in this
360 Agreement.

361 **1.59 Food Recovery Organization**

362 "Food Recovery Organization" means an entity that primarily engages in the collection or receipt of Edible
363 Food from Commercial Edible Food Generators and distributes that Edible Food to the public for
364 consumption directly or through entities, including, but not limited to:

- 365 A. A food bank as defined in Section 113783 of the Health and Safety Code;
- 366 B. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety Code; and,
- 367 C. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety
368 Code.

369 **1.60 Food Recovery Service**

370 "Food Recovery Service" means a Person or entity that collects and transports Edible Food from an Edible
371 Food Generator to a Food Recovery Organization or other entities for Food Recovery.

372 **1.61 Food Scraps**

373 "Food Scraps" means those Discarded Materials that will decompose and/or putrefy including (i) all
374 kitchen and table food waste, (ii) animal or vegetable waste that is generated during or results from the
375 storage, preparation, cooking or handling of food stuffs, (iii) discarded paper that is contaminated with
376 Food Scraps; (iv) fruit waste, grain waste, dairy waste, meat and fish waste; and, (v) non-Recyclable paper
377 or contaminated paper. Food Scraps are a subset of Compostable Materials.

378 **1.62 Franchise Monitoring and Enforcement Fee**

379 "Franchise Monitoring and Enforcement Fee" means the fee paid by Contractor to the City to offset
380 expenses associated with the City's franchise monitoring and enforcement costs.

381 **1.63 Generator**

382 "Generator" means any Person as defined by Section 40170 of the Public Resources Code, whose act or
383 process produces Solid Waste, Recyclable Materials, or Compostable Materials as defined in the Public
384 Resources Code, or whose act first causes Solid Waste to become subject to regulation.

385 **1.64 Government Customer**

386 "Government Customer" means any Federal, State or local district or agency (including school districts
387 and other Special Districts) located within the City limits of the City of Livermore.

388 **1.65 Gross Rate Revenue**

389 "Gross Rate Revenue" means the actual monies remitted to Contractor by Customers, which shall be
390 determined in accordance with Generally Accepted Accounting Principles.

391 **1.66 Gross Revenue**

392 "Gross Revenue" means the revenue realized at the time of Contractor service delivery, which shall be
393 determined in accordance with Generally Accepted Accounting Principles.

394 **1.66 Hazardous Substance**

395 "Hazardous Substance" means any of the following: (a) any substances defined, regulated or listed
396 (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Wastes", "toxic
397 waste", "pollutant" or "toxic substances" or similarly identified as hazardous to human health or the
398 environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and
399 Liability Act (CERCLA) of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation
400 Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv)
401 the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8,
402 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and (vii) California Water Code §13050; (b)
403 any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts
404 currently existing or hereafter enacted; and (c) any other hazardous or toxic substance, material,
405 chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable
406 federal, State or local environmental laws currently existing or hereinafter enacted, including, without
407 limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel
408 products, and by-products.

409 **1.67 Hazardous Waste**

410 "Hazardous Waste" means all substances defined as Hazardous Waste, acutely Hazardous Waste, or
411 extremely Hazardous Waste by the State of California in Health and Safety Code Sections 25117, 25110.02,
412 and 25115, or in the future amendments to or recodifications of such statutes, or identified and listed as
413 Hazardous Waste by the U.S. Environmental Protection Agency, pursuant to the Federal Resource
414 Conservation and Recovery Act (42 USC Section 6901, et seq.), all future amendments thereto and all rules
415 and regulations promulgated thereunder. Hazardous Waste includes hazardous wood waste.

416 **1.68 Holidays**

417 "Holidays" are defined as New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and
418 Christmas Day for the purposes of planning the Collection schedule.

419 **1.69 Household Hazardous Waste**

420 "Household Hazardous Waste" means Hazardous Waste generated at Residential Premises within the City.

421 **1.70 Infectious Waste**

422 "Infectious Waste" means medical or biomedical waste generated at hospitals, public or private medical
423 clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries,
424 veterinary facilities and other similar establishments that are identified in Health and Safety Code Section
425 25117.5.

426 **1.71 Large Event**

427 "Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges
428 an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals

429 per day of operation of the event, at a location that includes, but not limited to, a public, nonprofit, or
430 privately owned park, parking lot, golf course, street system, or other open space when being used for an
431 event.

432 **1.71 Large Venue**

433 "Large Venue" means a permanent venue facility that annually seats or serves an average of more than
434 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes
435 of this Agreement, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned
436 or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo,
437 aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other
438 public attraction facility. For purposes of this Agreement, a site under common Ownership or control that
439 includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single
440 Large Venue.

441 **1.72 Liquidated Damages**

442 "Liquidated Damages" means the amounts owed by Contractor to City for failure to meet specific
443 quantifiable standards of performance as described in Section 11.6 and Exhibit F.

444 **1.73 Litter**

445 "Litter" means any quantity of Solid Waste, Recyclable Materials, or Compostable Materials, which is not
446 placed in a Container.

447 **1.74 Livermore Valley Joint Unified School District**

448 "Livermore Valley Joint Unified School District" means the public school district located in Livermore,
449 California.

450 **1.75 Mandatory Recycling Ordinance**

451 "Mandatory Recycling Ordinance" means the Alameda County Waste Management Authority's Ordinance
452 2012-01. The City of Livermore City Council consented to participate in Phase 1 of the Mandatory
453 Recycling Ordinance on February 13, 2012, and the City of Livermore City Council consented to participate
454 in Phase 2 of the Mandatory Recycling Ordinance on October 14, 2013.

455 **1.76 Multi-Family**

456 "Multi-Family" means any Residential complex, other than a Single-Family Premises, used for Residential
457 purposes, which has centralized Solid Waste, Recyclable Materials, and Compostable Materials Collection
458 service for all Residential units in the building and may be billed as one address.

459 **1.77 Neighborhood Preservation Fee**

460 "Neighborhood Preservation Fee" means the fee paid by Contractor to City to aid the City's Community
461 Development Department which assists in resolving health, safety, and public nuisance problems that
462 may adversely affect the quality of life for citizens of the City pursuant to Section 7.6.

463 **1.78 Nonputrescible Waste**

464 "Nonputrescible Waste" means Solid Waste which is not subject to decomposition by microorganisms.

465 **1.79 Occupant**

466 "Occupant" means and includes every tenant or Person who is in possession of, is the inhabitant of, or
467 has the care and control of, an inhabited Single-Family Premises, Multi-Family Premises, or Commercial
468 Premises.

469 **1.80 On-Call Multi-Family Clean-Up Service**

470 "On-Call Multi-Family Clean-Up Service" means the program described in Section 5.2.2.B.

471 **1.81 On-Call Single-Family Clean-Up Service**

472 "On-Call Single-Family Clean-Up Service" means the program described in Section 5.2.2.A.

473 **1.82 Organic Waste**

474 "Organic Waste" means Solid Wastes containing material originated from living organisms and their
475 metabolic waste products including, but not limited to food, Yard Trimmings, organic textiles and carpets,
476 lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or
477 as otherwise defined by SB 1383. Paper products, printing and writing paper, biosolids, and digestate are
478 defined by SB 1383.

479 **1.83 Organics or Organic Materials**

480 See "Compostables" or "Compostable Materials"

481 **1.84 Other Targeted Compostables**

482 "Other Targeted Compostables" means those Discarded Materials that will decompose and/or putrefy
483 including waxed cardboard, wooden packaging such as crates, and untreated and unpainted wallboard.
484 Other Targeted Compostables exclude Yard Trimmings and Food Scraps. Other Targeted Compostables
485 are a subset of Compostable Materials.

486 **1.85 Owner**

487 "Owner" means the Person holding legal title to the land or building.

488 **1.86 Party or Parties**

489 "Party or Parties" refers to the City and Contractor, individually or together.

490 **1.87 Person**

491 "Person" includes an individual, firm, limited liability company, association, partnership, political
492 subdivision, government agency, municipality, industry, public or private corporation, or any other entity
493 whatsoever.

494 **1.88 Premises**

495 "Premises" means any land or building in the City where Solid Waste, Recyclable Materials, or
496 Compostable Materials are generated or accumulated.

497 **1.89 Processing**

498 "Processing" means to prepare, treat, or convert through some special method, including, but not limited
499 to, baling, crushing, shredding, chipping, grinding, extracting, mechanical or hand classification and any
500 other method of handling Recyclable Materials, Organic Materials, and Construction and Demolition
501 Debris by the Contractor at the Approved Facility(ies).

502 **1.90 Processing Site**

503 "Processing Site" means any plant or site used for the purpose of sorting, cleansing, treating or
504 reconstituting Salvageable Material for the purpose of making such material available for reuse. Activities
505 that may be undertaken at a Processing Facility include, but are not limited to, Processing Compostable
506 Materials and Recyclable Materials.

507 **1.91 Property Manager**

508 "Property Manager" means an individual or company that is hired to oversee the day-to-day operations
509 of a unit of real estate.

510 **1.92 Putrescible Waste**

511 "Putrescible Waste" means Solid Wastes originated from living organisms and their metabolic waste
512 products and from petroleum, which contains naturally produced organic compounds and which are
513 biologically decomposable by microbial and fungal action into the constituent compounds of water,
514 carbon dioxide and other simpler organic compounds.

515 **1.93 Rate**

516 "Rate" means the dollar unit to be charged a Customer by Contractor for providing Solid Waste Collection,
517 Transportation, and Disposal, Recyclable Materials Collection, Transportation, and Processing services,
518 Compostable Materials Collection, Transportation, and Processing services, and other extra services.

519 **1.94 Rate Period**

520 "Rate Period" means a twelve (12) month period, commencing July 1 and concluding June 30.

521 **1.95 Rate Review and Performance Review Fee**

522 "Rate Review and Performance Review Fee" means the fee paid by Contractor to City to offset costs of
523 contracting with a consultant in order to review the Contractor Rate adjustment application pursuant to
524 Section 7.4 and conduct a review of Contractor's performance pursuant to Section 6.17.

525 **1.96 Recyclable Materials or Recyclables**

526 "Recyclable Materials or Recyclables" means those non-hazardous Residential or Commercial materials or
527 by-products which are set aside, handled, packaged, or offered for Collection in a manner different from
528 Solid Waste, for the purpose of being reused or Processed and then returned to the economic mainstream
529 in the form of commodities. For the purposes of this Agreement, Recyclable Materials shall be those
530 Discarded Materials that the City Municipal Code permits, directs and/or requires Generators to set out
531 in a Container, which is specifically designated for Recyclable Materials, for Collection for the purpose of

532 Recycling. No Discarded Material shall be considered to be Recyclable Material unless it is separated from
533 Solid Waste and Compostable Material. Recyclable Materials may include, but are not limited to:

- 534 • Paper Materials: Newspaper, corrugated cardboard, mixed paper, cereal boxes, office paper, junk
535 mail, phone books, magazines, and colored paper including incidental paper scraps and
536 envelopes.
- 537 • Containers: Glass bottles and jars, aluminum cans, metal cans, milk containers, all #1 to #7 plastic
538 containers, aseptic packaging, milk cartons, film plastic, and empty aerosol cans.
- 539 • Motor oil and filters: Used motor oil and oil filters (for Single-Family Customers and Multi-Family
540 with Carts).
- 541 • Construction and Demolition Debris in Drop Boxes, as Construction and Demolition Debris is not
542 accepted in Carts, Bins, or Compactors.
- 543 • Other: Plastic bags, E-Waste peripherals, rigid plastics, hard cover books, and scrap
544 metal/aluminum under 40 pounds.

545 **1.97 Recycling**

546 "Recycling" means the process of sorting, cleansing, treating and reconstituting Recyclable Materials at a
547 Processing Site and returning such materials to the economic mainstream in the form of raw materials for
548 new, reused or reconstituted products. Recycling does not include transformation as defined in the Public
549 Resources Code Section 40201.

550 **1.98 Related Party Entity**

551 "Related Party Entity" means any Affiliate which has financial transactions with Contractor pertaining to
552 this Agreement that has been approved by the City. For the purposes of this Agreement, Related Party
553 Entities shall include Alameda County Industries, LLC, the Owner and operator of the Approved
554 Recyclables Processing Site.

555 **1.99 Residential**

556 "Residential" shall mean of, from, or pertaining to a Single-Family Premises or Multi-Family Premises,
557 including Single-Family homes, apartments, condominiums, townhouse complexes, mobile home parks,
558 and cooperative apartments. Residential Customers may be charged per Commercial Rates as described
559 in Exhibit H for Bin Service, Drop Box/Compactor Service, or for additional Cart Service beyond one time
560 per week Collection.

561 **1.100 Residential Premises**

562 "Residential Premises" means a site occupied by a building zoned for Residential occupation where Solid
563 Waste, Recyclable Materials, or Compostable Materials are generated or accumulated. No place used
564 primarily for business purposes shall be considered a Residential unit.

565 **1.101 Residue or Residual (or any variation thereof)**

566 "Residue or Residual (or any variation thereof)" means those materials which, after Processing, are
567 Disposed rather than Recycled due to either the lack of markets for materials or the inability of the
568 Processing Site to capture and recover the materials.

569 **1.102 Re-Use Vendor**

570 "Re-Use Vendor" means a vendor (e.g., St. Vincent DePaul, Goodwill Industries, or other non-profit or for-
571 profit organizations) that will collect used furniture and other re-usable items for purposes of reuse rather
572 than Disposal.

573 **1.103 Route Review(s)**

574 "Route Review(s)" mean a visual inspection of Containers along a hauler route for the purpose of
575 determining contamination, and may include mechanical methods such as the use of cameras with a view
576 of the hopper and using video object recognition technology.

577 **1.104 Salvageable Material**

578 "Salvageable Material" means those Discarded Materials that may be reused in their existing form or may
579 be reused after some form of Processing including, but not limited to, Compostable Materials and
580 Recyclable Materials.

581 **1.105 SB 1383**

582 "SB 1383" means the Short-Lived Climate Pollutants Act of 2016 (an act to add Sections 39730.5, 39730.6,
583 39730.7, and 39730.8 to the Health and Safety Code, and to add Chapter 13.1 [commencing with Section
584 42652] to Part 3 of Division 30 of the Public Resources Code, relating to methane emissions), also
585 commonly referred to as "SB 1383," as amended, supplemented, superseded, and replaced from time to
586 time.

587 **1.106 Service Level**

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

590 **1.107 Service Type**

591 "Service Type" refers separately to the following types of Solid Waste, Recyclable Materials, Compostable
592 Materials and Food Scraps Collection services for each of the following types of services: Single-Family,
593 Multi-Family Cart Service, Multi-Family Bin Service, Commercial Cart Service, Commercial Bin Service,
594 Drop Box/Compactor Service, and City facilities service.

595 **1.108 Single-Family**

596 "Single-Family" means each unit used for or designated as a Single-Family Premises, including each unit
597 of a duplex, triplex, townhouse or condominium which receives individual Solid Waste, Recyclable
598 Materials, and/or Compostable Materials Collection services.

599 **1.109 Single-Stream Recyclable Material**

600 "Single-Stream Recyclable Material" means Recyclable Materials Collected in one stream that includes
601 both paper and mixed container materials placed in one Container. For the purposes of this Agreement,
602 Single-Stream Recyclable Materials include those Recyclable Materials specified in Section 1.96 except for
603 Construction and Demolition Debris.

604 **1.110 Small Commercial Generator**

605 "Small Commercial Generator" means any Commercial Generator which generates less than ninety-six
606 (96) gallons of Solid Waste per week and which subscribes to Cart Service for all Collection services.

607 **1.111 Solid Waste**

608 "Solid Waste" means all Putrescible and Nonputrescible solid, semisolid, and associated liquid waste,
609 including garbage, trash, refuse, rubbish, ashes, industrial wastes, dewatered, treated or chemically fixed
610 sewage sludge which is not a Hazardous Waste, special waste, and other discarded solid and semi-Solid
611 Wastes, which the City Municipal Code requires Generators within the City to set out for Collection. Solid
612 Waste does not include the following:

- 613 • Salvageable Materials set out for Collection in a Container, which is specifically designated for
614 Recyclable Materials or Compostable Materials, or any other City-approved Container;
- 615 • Hazardous Waste;
- 616 • Low-level radioactive waste;
- 617 • Infectious Waste provided that Infectious Waste, whether treated or untreated, is not Disposed
618 of at a Solid Waste facility. Infectious Waste which has been treated and which is deemed to be
619 Solid Waste shall be considered Solid Waste under this definition;
- 620 • Abandoned automobiles;
- 621 • Compostables; and,
- 622 • Construction and Demolition Debris.

623 Solid Waste includes Salvageable Materials only when such materials are included for Collection in a Solid
624 Waste Container.

625 **1.112 Source Separated**

626 "Source Separated" means the segregation from Solid Waste, by the Generator, of materials designated
627 for separate Collection for some form of materials recovery or special handling.

628 **1.113 Special District**

629 "Special District" means a local agency formed to provide specialized services within defined geographic
630 boundaries.

631 **1.114 State**

632 "State" means the State of California.

633 **1.115 StopWaste.Org**

634 "StopWaste" means the Alameda County Waste Management Authority, the Alameda County Source
635 Reduction and Recycling Board and the Energy Council operating as one public agency.

636 **1.116 Storage Capacity**

637 "Storage Capacity" means the capacity of the Contractor to store Recyclable Materials under the terms of
638 its facility permits

639 **1.117 Street Sweeping Services Fee**

640 "Street Sweeping Services Fee" means the fee paid by Contractor to City to offset costs of street sweeping
641 services as pursuant to Section 7.3.

642 **1.118 Subcontractor**

643 "Subcontractor" means a party who has entered into a contract, express or implied, with the Contractor
644 for the performance of an act that is necessary for the Contractor's fulfillment of its obligations under this
645 Agreement and approved by the City in accordance with Section 12.6 of this Agreement for services such
646 as, but not limited to, Collection, Transportation, Processing, Diversion, sales or marketing of Recyclable
647 Materials or Compostable Materials, staffing, public education, Customer service, and Billing, or other
648 service whose cost is a substantial portion of the Contractor's total annual cost. Notwithstanding any
649 other provision in this Agreement, vendors providing materials, supplies, or professional business services
650 to Contractor, and Approved Facilities that are not Affiliates of Contractor, shall not be considered
651 Subcontractors for any purpose under this Agreement.

652 **1.119 Supermarket**

653 "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars
654 (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some
655 perishable items.

656 **1.120 Temporary Homeless Encampment**

657 "Temporary Homeless Encampment" means a transient or interim gathering or community residing out
658 of doors on a site with services provided and supervised by a sponsor or managing agency comprised of
659 temporary enclosures (tents and other forms of portable shelter that are not permanently attached to
660 the ground), which may include common areas designed to provide food, living and sanitary services to
661 occupants of the encampment.

662 **1.121 Term**

663 "Term" means the duration of this Agreement, as provided for in Article 3.

664 **1.122 Third Party Fee(s)**

665 "Third Party Fee(s)" means a defined fee or surcharge that is levied or assessed on each Solid Waste,
666 Recycling, or Compostables account by a third party other than the City or Contractor, either identified in
667 this Agreement or which may be levied or imposed by a third party during the Term of this Agreement,
668 including, by way of example, fees levied by the Alameda County Waste Management Authority.

669 **1.123 Tier One Commercial Edible Food Generators**

670 "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of
671 the following:

- 672 • Supermarket.
- 673 • Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- 674 • Food Service Provider.
- 675 • Food Distributor.

676 • Wholesale Food Vendor.

677 **1.124 Tier Two Commercial Edible Food Generators**

678 "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of
679 the following:

- 680 • Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square
681 feet.
- 682 • Hotel with an on-site food facility and 200 or more rooms.
- 683 • Health Facility with an on-site food facility and 100 or more beds.
- 684 • Large Venue.
- 685 • Large Event.
- 686 • A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or
687 greater than 5,000 square feet.
- 688 • A Local Education Agency facility with an on-site food facility.

689 **1.125 Ton (or Tonnage)**

690 "Ton (or Tonnage)" means a unit of measure for weight equivalent to two thousand (2,000) standard
691 pounds where each pound contains sixteen (16) ounces.

692 **1.126 Transfer**

693 "Transfer" means the act of moving the materials Collected by Contractor in their route vehicles into larger
694 vehicles for Transport to other facilities for the purpose of Processing or Disposing of such materials.

695 **1.127 Transfer Station**

696 "Transfer Station" includes those facilities utilized to receive Solid Waste, Recyclable Materials, or
697 Compostable Materials, temporarily store, and Transfer the materials from smaller to larger vehicles for
698 transport.

699 **1.128 Transformed**

700 "Transformed" means incinerated, pyrolysed, distilled, gasified or biologically converted in a way other
701 than Composted.

702 **1.129 Transportation**

703 "Transportation" means the act of conveyance from one place to another or state of being transported.

704 **1.130 Unacceptable Spillage**

705 "Unacceptable Spillage" means any Solid Waste, Recyclable Materials or Compostable Materials spilled or
706 left at an established Collection site by Contractor after Collection, with the exception that small particles
707 of grass clippings, leaves, and other small Yard Trimmings will not be considered Unacceptable Spillage.

708 **1.131 Used Motor Oil and Filter**

709 "Used Motor Oil and Filter" means motor oil and oil filter that has been used in a motor vehicle, and
710 subsequently removed from such vehicle.

711 **1.132 Used Oil Recovery Kit**

712 "Used Oil Recovery Kit" means a kit containing: one (1) reusable plastic jug of at least one (1) gallon
713 capacity with a watertight screw-on top to contain used motor oil; one (1) plastic disposable resealable
714 bag of sufficient capacity to accommodate one (1) used motor oil filter; and, a flyer, brochure, or other
715 informational media approved by the City Contract Manager intended to educate Customers about the
716 Used Motor Oil and Filter Collection program and the benefits resulting from the proper handling of Used
717 Motor Oil and Filters. The Used Oil Recovery Kit is to be provided to Customers by Contractor to recover
718 Used Motor Oil and Filters from Single-Family and Multi-Family residents.

719 **1.133 U-Waste**

720 "U-Waste" means all wastes as defined by Title 22, Subsections 66273.1 through 66273.9 of the California
721 Code of Regulations. These include, but are not limited to, batteries, fluorescent light bulbs, mercury
722 switches, and E-Waste.

723 **1.134 Vehicle Impact Fee**

724 "Vehicle Impact Fee" means the fee paid by Contractor to reimburse the City for street maintenance costs
725 incurred as a result of Collection Vehicles traveling on City streets pursuant to Section 7.5.

726 **1.135 Yard Trimmings**

727 "Yard Trimmings" means those Discarded Materials that will decompose and/or putrefy, including, but
728 not limited to, green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree
729 trimmings, dead trees, small pieces of unpainted and untreated wood, and other types of Organic Waste.
730 Yard Trimmings are a subset of Compostable Materials. Yard Trimmings placed for Collection may not
731 exceed six (6) inches in diameter and five (5) feet in length.

732 **ARTICLE 2.**
733 **REPRESENTATIONS AND WARRANTIES OF THE**
734 **CONTRACTOR**

735 **2.1 Corporate Status**

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

740 **2.2 Corporate Authorization**

741 Contractor has the authority to enter into and perform its obligations under this Agreement. The Board
742 of Directors of Contractor (or the shareholders, if necessary) has taken all actions required by law, its
743 articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement. The
744 Person signing this Agreement on behalf of Contractor has authority to do so, and the Corporate
745 Secretary's Certificate in Exhibit K confirms this. This Agreement constitutes the legal, valid, and binding
746 obligation of the Contractor.

747 **2.3 Agreement Will Not Cause Breach**

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

754 **2.4 No Litigation**

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

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

763 **2.5 No Adverse Judicial Decisions**

764 To the best of Contractor's knowledge, after reasonable investigation, there is no judicial decision that
765 affects the validity of this Agreement and may subject this Agreement to legal challenge.

766 **2.6 No Legal Prohibition**

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

770 **2.7 Contractor's Statements**

771 The Contractor's Proposal and any other supplementary information submitted to the City, which the City
772 has relied on in awarding and entering this Agreement, do not: (i) contain any untrue statement of a
773 material fact, or (ii) omit to state a material fact that is necessary in order to make the statements made,
774 in light of the circumstances in which they were made, not misleading.

775 **2.8 Contractor's Investigation**

776 Contractor has made an independent investigation (satisfactory to it) of the conditions and circumstances
777 surrounding the Agreement and the work to be performed hereunder. Contractor has taken such matters
778 into consideration in entering this Agreement to provide services in exchange for the compensation
779 provided for under the terms of this Agreement.

780 **2.9 Ability to Perform**

781 Contractor possesses the business, professional, and technical expertise to: (i) manage, Collect, Transport,
782 and Dispose of Solid Waste; (ii) manage, Collect, Transport, and Process Recyclable Materials, Organic
783 Materials, and Construction and Demolition Debris; and, (iii) record, report, and maintain information as
784 required by this Agreement. Contractor possesses directly or contractually the equipment, facility
785 capacity, information systems, reporting capabilities, and employee resources required to perform this
786 Agreement throughout its Term.

787 **2.10 Voluntary Use of Approved Disposal Site**

788 The Contractor, without constraint and as a free-market business decision in accepting this Agreement,
789 agrees to use the Approved Disposal Site for the purposes of Disposing of all Solid Waste Collected in the
790 City. Such decision by Contractor in no way constitutes a restraint of trade notwithstanding any Change
791 in Law regarding flow control limitations or any definition thereof.

792 **ARTICLE 3.**
793 **TERM OF AGREEMENT**

794 **3.1 Effective Date and Commencement Date**

795 The Effective Date of this Agreement shall be the date the latter of the two Parties signs the Agreement
796 provided that City Council has taken action approving this Agreement and no restraining order of any kind
797 has been issued.

798 The Commencement Date of this Agreement shall be July 1, 2010, and shall be the date Contractor
799 commences to provide Collection, Transportation, and Processing services and all other obligations
800 described by this Agreement. During the time between the Effective Date and Commencement Date,
801 Contractor shall perform any and all activities necessary to prepare itself to start Collection,
802 Transportation, and Processing services required by this Agreement on the Commencement Date.

803 **3.2 Conditions to Effectiveness of Agreement**

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

807 **3.2.1 Accuracy of Representations**

808 The representations and warranties made in Article 2 of this Agreement are true and correct on and as of
809 the Effective Date.

810 **3.2.2 Absence of Litigation**

811 There is no litigation pending on the Effective Date in any court challenging the award or execution of this
812 Agreement or seeking to restrain or enjoin its performance.

813 **3.2.3 Furnishings of Insurance and Bond**

814 Contractor has furnished evidence of the insurance required by Section 9.5 that is satisfactory to the City;
815 provided evidence of its ability to secure the performance bond required by Section 9.6 that will be
816 effective on the Commencement Date of the Agreement.

817 **3.2.4 Secretary's Certification**

818 Exhibit K of this Agreement shall have been signed by the secretary of the Contractor and identifies the
819 name of the Contractor's representative that is authorized to execute this Agreement.

820 **3.3 Term**

821 The Term of this Agreement shall be twenty (20) years from 12:01 a.m. on July 1, 2010 (Commencement
822 Date) to midnight June 30, 2030, unless extended by City pursuant to Section 3.4 or terminated in
823 accordance with Section 11.3.

824 **3.4 Option to Extend Term**

825 At the City's sole discretion, the Term of this Agreement may be extended, for up to sixty (60) months
826 after June 30, 2030, i.e., until June 30, 2035, in one or more periods of at least twelve (12) months each
827 pursuant to the terms and conditions of this Agreement. If the City elects to exercise this option, it shall
828 give written notice of its election, specifying the number of months by which it wishes to extend the Term,
829 to the Contractor, one hundred eighty (180) calendar days prior to the initial expiration date or extended
830 termination date of this Agreement. At the end of the Term, the City may renegotiate the terms and

831 conditions of the Agreement with the Contractor (subject to agreement by the Parties), or the City may
832 select another means to procure or provide Collection services.

833 If the City chooses to exercise its right to extend the Agreement and the Contractor demonstrates to the
834 City's satisfaction that Contractor is in default of its loan covenants related to loans secured for
835 equipment, property, or operations for the purposes of performing its obligations of this Agreement, the
836 Parties shall initiate a cost-based rate adjustment process (as described in Article 8 and Exhibit J) to review
837 Contractor's actual costs that will result in Rates being set at a level that should allow Contractor to fulfill
838 its loan covenants, provided that such loan covenants are common in the industry for similar types of
839 loans.

840 If the Parties agree to extend the Agreement, the Parties shall meet and confer to discuss Collection
841 vehicle and Container acquisition needs and related costs, if any. The equipment replacement plans
842 presented on Contractor's depreciation schedule (on Form 8 in Exhibit G) in Contractor's proposed costs
843 shall serve as the basis for negotiations. The extension to the Agreement may be approved if the Parties
844 agree on how depreciation and interest expenses shall be treated during the extension period. Other
845 terms and conditions of the Agreement may also be renegotiated by the Parties.

846 The City has no obligation to renegotiate, renew, or extend the rights granted to Contractor beyond the
847 initial twenty-year (20-year) Term of the Agreement.

848 **ARTICLE 4.**
849 **SCOPE OF AGREEMENT**

850 **4.1 Scope of Agreement**

851 Subject to Section 4.2, the Agreement granted to Contractor shall be exclusive for Collection,
852 Transportation, Processing, and/or Disposal of Solid Waste, Recyclable Materials, Construction and
853 Demolition Debris and Compostable Materials generated in the City, except where otherwise precluded
854 by federal, State and local laws and regulations or where other current programs provide for Collection
855 of Household Hazardous Waste.

856 The Contractor, or its Subcontractor(s), shall be responsible for the following, as responsibilities may be
857 limited by Section 4.2 or precluded by Applicable Law:

858 A. Collecting all Solid Waste, Recyclable Materials, Construction and Demolition Debris and Compostable
859 Materials generated in the City and placed by Single-Family, Multi-Family, and Commercial Generators
860 in Containers.

861 B. Collecting Solid Waste, Recyclable Materials, Construction and Demolition Debris and Compostable
862 Materials from City facilities (as defined in Exhibit A of this Agreement) and at special events (as
863 defined in Exhibit B of this Agreement) and Collecting Solid Waste and Recyclable Materials from
864 public litter and Recycling Containers (as defined and identified in Exhibit A of this Agreement).

- 865 C. Transporting Collected materials to the Approved Disposal Site, Approved Composting Site, Approved
866 C&D Processing Site or Approved Recyclables Processing Site.
- 867 D. Processing and marketing, or arranging for Processing and marketing of Recyclable Materials,
868 Construction and Demolition Debris and Compostable Materials Collected in the City by Contractor.
- 869 E. Providing public education to residents and businesses located in the City as defined in Exhibits C and
870 C1.
- 871 F. Providing Customer service and Billing service as necessary to fulfill its obligations under this
872 Agreement.
- 873 G. Implementing all services in accordance with the implementation plan in Exhibit D.
- 874 H. Furnishing all labor, supervision, vehicles, Containers, other equipment, materials, supplies, and all
875 other items and services necessary to perform its obligations under this Agreement.
- 876 I. Paying all expenses related to provision of services required by this Agreement including, but not
877 limited to, taxes, regulatory fees, City fees, utilities, etc.
- 878 J. Performing or providing all other services necessary to fulfill its obligations under this Agreement.
- 879 K. Providing all services required by this Agreement in a thorough and professional manner so that
880 residents, businesses, and the City are provided timely, reliable, courteous and high-quality service at
881 all times.
- 882 L. Performing all services in substantial accordance with the Contractor's Proposal and in full accordance
883 with this Agreement at all times using best industry practice for comparable operations. If the
884 Contractor's Proposal and Agreement conflict, the terms and provisions of the Agreement shall
885 prevail.
- 886 M. Complying with Applicable Law.
- 887 N. Providing reports in a timely manner with details as requested by the City pursuant to Sections 6.3,
888 6.4, and 6.5.
- 889 The enumeration and specification of particular aspects of service, labor, or equipment requirements shall
890 not relieve Contractor of the duty of accomplishing all other aspects necessary to fulfill its obligations
891 under this Agreement whether such requirements are enumerated elsewhere in the Agreement or not,
892 unless excused in accordance with Section 11.7.
- 893 This Agreement grants to Contractor and Customers a permit to encroach on the public right of way,
894 including, if necessary, bike lanes, for that period during which Containers are permitted to be placed in
895 such right of way for Curbside Collection from a Residential or Commercial Customer.

896 **4.2 Limitations to Scope**

897 This Agreement shall be exclusive except as to the following materials listed in this Section. The award of
898 this Agreement shall not preclude the categories of Solid Waste, Recyclable Materials, Construction and
899 Demolition Debris and Compostable Materials listed below from being delivered to and Collected and
900 Transported by others provided that nothing in this Agreement is intended to or shall be construed to
901 excuse any Person from obtaining any authorization from City which is otherwise required by law:

902 A. **Self-Hauled Materials.** A Commercial business Owner or Resident may Dispose of Solid Waste,
903 Recyclable Materials, Construction and Demolition Debris, and Compostable Materials generated in
904 or on their own Premises with their own vehicle, or their employee’s vehicle, consistent with Chapter
905 8.08 of the City of Livermore Municipal Code.

906 B. **Donated Materials.** Recyclable Materials and Compostable Materials which are Source Separated at
907 any Premises by the Generator and donated to youth, civic, or charitable organizations;

908 C. **Donated or Purchased Recyclable or Compostable Materials.** Recyclable Materials and Compostable
909 Materials which are Source Separated at any Premises by the Generator and donated by, or purchased
910 from, the service recipient in a manner consistent with provisions Title 8, Health and Safety, Chapter
911 8.08, Solid Waste Management of the City’s Municipal Code;

912 D. **Beverage Containers.** Containers delivered for Recycling under the California Beverage Container
913 Recycling and Litter Reduction Act, Section 14500, et seq. California Public Resources Code;

914 E. **Materials Removed by Customer’s Contractor as Incidental Part of Services.** Solid Waste, Recyclable
915 Materials, Compostable Materials and/or Construction and Demolition Debris removed from a
916 Premises by a contractor (e.g., gardener, landscaper, tree-trimming service, or construction
917 contractor) as an incidental part of the service being performed and such contractor removes
918 materials with its own employees and its own vehicles at no additional or separate fee. The
919 determination of whether removal of material is incidental to the services being performed may, for
920 example, be based on whether fees are charged on a volume or hourly basis, and the reasonableness
921 of those fees relative to those charged by third parties for comparable services;

922 F. **Animal, Grease Waste, and Used Cooking Oil.** Animal waste and remains from slaughterhouse or
923 butcher shops, grease, or used cooking oil;

924 G. **Sewage Treatment By-Product.** By-products of sewage treatment, including sludge, sludge ash, grit
925 and screenings;

926 H. **Hazardous Waste and Designated Waste.** Hazardous Waste and Designated Waste regardless of its
927 source; and,

928 I. **Materials Generated by Government Customers.** Materials generated by Government Customers
929 located in the City, with the exception of federal facilities which are subject to the terms and
930 conditions of this Agreement, provided that the Governmental Customer has arranged services with
931 other Persons or has arranged services with the Contractor through a separate agreement.

932 Contractor acknowledges and agrees that the City may permit other Persons besides the Contractor to
933 Collect any and all types of materials excluded from the scope of this Franchise, as set forth above, without
934 seeking or obtaining approval of Contractor. If Contractor can produce evidence that other Persons are
935 servicing Collection Containers or are Collecting and Transporting Solid Waste, Recyclable Materials,
936 Compostable Materials and/or Construction and Demolition Debris in a manner that is not consistent with
937 the City's Municipal Code, it shall report the location, the name and phone number of the Person or
938 company to the City along with Contractor's evidence of the violation of the exclusiveness of this
939 Franchise.

940 The City shall not be responsible for any lost profits or losses claimed by Contractor to arise out of
941 limitations of the scope of the Agreement set forth herein. In such an event, it shall be the responsibility
942 of Contractor to minimize the financial impact to other services being provided as much as possible.

943 **4.3 City-Directed Changes**

944 A. **Types of Changes.** City may, by written notice, direct Contractor to perform additional services or
945 modify existing services. For example, and without limitation, the City may request the following:

- 946 1. Collection of certain materials, which were originally Solid Waste, but during the Term can, in
947 the reasonable opinion of the City, be economically Diverted from Disposal;
- 948 2. Inclusion of new Diversion programs;
- 949 3. Expansion of public education activities;
- 950 4. Elimination of programs;
- 951 5. Modification of the manner in which Contractor performs existing services;
- 952 6. Performance of pilot programs;
- 953 7. Implementation of innovative services, which may entail new Collection methods, targeted
954 routing, different kinds of services, different types of Collection vehicles or Collection
955 Containers, and/or new requirements for Generators, but nothing herein shall be construed so
956 as to materially impair the exclusive rights of Contractor granted hereunder;
- 957 8. Transportation of materials to an Approved Facility(ies) other than that specified on the
958 Effective Date;
- 959 9. Purchase of new Collection vehicles, Containers, or other equipment if the Agreement is
960 extended pursuant to Section 3.4 of this Agreement; and,
- 961 10. Implementation of other program or service adjustments as may be determined by the City.

962 B. **Procedure for Making Changes in Scope.** Contractor shall present, within thirty (30) calendar days of
963 the City Contract Manager's written request, a written proposal to perform additional or modified
964 services. Contractor shall not be compensated for the proposal preparation costs or costs incurred
965 during the negotiation of its proposal for the change in scope of services. At a minimum, the proposal
966 shall contain a complete description of the following:

- 967 1. Collection methodology to be employed (equipment, staffing requirements, etc.).
- 968 2. Equipment to be used (vehicle number, types, capacity, age, etc.).

- 969 3. Labor requirements (number of employees by classification; estimated hours per year per
970 employee).
- 971 4. Estimated Customer participation level.
- 972 5. Type of materials to be Collected and Containers to be used and estimated volumes per week
973 and per year.
- 974 6. Provision for program publicity/education/marketing.
- 975 7. Five-year projection of the financial results of the program's operations in a balance sheet and
976 operating statement format including documentation of the key assumptions underlying the
977 projections and the support for those assumptions, giving full effect to the savings or additional
978 costs to existing services.
- 979 8. Plans and schedule for implementing the service change.

980 The City Contract Manager shall review the Contractor's Proposal for the change in scope of services.
981 The City Contract Manager may negotiate with the Contractor to recommend that the City Council
982 amend the Agreement to reflect the change in scope or the City Contract Manager may choose not
983 to negotiate with the Contractor and not recommend that the City Council amend the Agreement.

984 If the City Contract Manager chooses to negotiate with the Contractor and the Contractor and City
985 cannot agree on terms and conditions of such services within one hundred twenty (120) calendar
986 days from the date when City Contract Manager first requests a proposal from Contractor to perform
987 such services, Contractor acknowledges and agrees that City may permit other Persons besides
988 Contractor to provide additional Solid Waste, Recyclable Materials, and Compostable Materials
989 Collection and Diversion services not otherwise contemplated by this Agreement.

990 C. **Adjustment to Contractor's Compensation.** If the City directs a change in one or more Approved
991 Facilities, Contractor may be entitled to an adjustment in its compensation in accordance with Section
992 8.5.

993 D. **Implementation of New Services.** The Contractor's implementation of the new services, modification
994 to existing service, or change in the Approved Facilities shall occur in a timely, smooth, and seamless
995 manner such that Customers and/or Generators do not experience disruption in Collection services.
996 Contractor shall be responsible for managing the implementation of new or modified Collection
997 services or change in the Approved Facilities and other related services and shall do so in accordance
998 with an implementation plan that has been approved by the City.

999 E. **Monitoring and Evaluation of Changes in Scope.** At the City Contract Manager's request, the
1000 Contractor shall meet with the City Contract Manager to describe the progress of implementing the
1001 change in scope. If applicable, and requested by the City Contract Manager, the Contractor shall
1002 document the results of the new or modified services on a monthly basis, including, at a minimum,
1003 the Tonnage Diverted by material type, the end use or processor of the Diverted materials, the cost
1004 per Ton for Transporting and Processing each type of material, and other such information requested
1005 by the City Contract Manager that is necessary to evaluate the performance of each program change.

1006 At each status meeting, the City Contract Manager and Contractor shall have the opportunity to revise
1007 the program or services based on mutually agreed upon terms, consistent with City Council direction,
1008 in accordance with provisions of this Section. The City shall have the right to terminate a program if,
1009 in its sole discretion, the Contractor is not achieving the program goals and objectives in a cost-

1010 effective manner. Before such termination, the City Contract Manager shall meet and confer with the
1011 Contractor for a period not to exceed ninety (90) calendar days to resolve the City's concerns ("meet
1012 and confer period"). Thereafter, the City may utilize a third party to perform these services if the City
1013 reasonably believes the third party can improve Contractor's performance and/or cost.
1014 Notwithstanding these changes, Contractor shall continue the program during the "meet and confer
1015 period" and, thereafter, until the third party takes over the program.

1016 **4.4 Transition to Next Contractor at End of Agreement**

1017 If applicable, before expiration or earlier termination of this Agreement, Contractor will take direction
1018 from the City Contract Manager and subsequent contractor to assist in a timely and orderly transition of
1019 services from Contractor to subsequent contractor. In response to the City Contract Manager's direction,
1020 Contractor shall provide then-current route lists, which identify each Customer on the route, its Service
1021 Level (number of Containers, Container sizes, frequency of Collection, scheduled Collection day), and any
1022 special Collection notes, and detailed then-current Customer account and Billing information. Contractor
1023 may, but shall not be obliged to, sell Collection vehicles, equipment, or facilities to the next contractor.

1024 **4.5 City Free to Negotiate with Third Parties**

1025 The City may investigate all options for Collection, Transportation, Processing, and Disposal services that
1026 will be scheduled to commence after the expiration of the Term or earlier termination of this Agreement,
1027 including disaster debris hauling and monitoring services. Without limiting the generality of the foregoing,
1028 the City may solicit proposals from Contractor and from third parties for the provision of Collection,
1029 Transportation, Processing, or Disposal of Solid Waste, Recyclable Materials, Construction and Demolition
1030 Debris and Compostable Materials services, and any combination thereof. The City may negotiate and
1031 execute agreements for such services that will take effect upon the expiration or earlier termination of
1032 this Agreement.

1033 **ARTICLE 5.** 1034 **COLLECTION SERVICES**

1035 **5.1 General**

1036 The work to be done by Contractor pursuant to this Agreement shall include the furnishing of all labor,
1037 supervision, equipment, materials, supplies, and all other items necessary to perform the services
1038 required by this Agreement. The enumeration and specification of requirements for particular items of
1039 labor or equipment shall not relieve Contractor of the duty to furnish all others, whether enumerated
1040 elsewhere in the Agreement or not.

1041 The work to be done by Contractor pursuant to this Agreement shall be accomplished in a thorough and
1042 professional manner so that the residents and businesses within the City are provided reliable, courteous,
1043 and high-quality service at all times. The enumeration and specification of requirements for particular

1044 aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects,
1045 whether they are enumerated elsewhere in the Agreement or not.

1046 Contractor acknowledges that the City is committed to Diverting materials from Disposal through the
1047 implementation of source reduction, reuse, Recycling and Composting programs and that the City may at
1048 some time in the future implement, in accordance with Section 4.3, new programs that may impact the
1049 overall quantity or composition of Solid Waste, Recyclable Materials, and Compostable Materials to be
1050 Collected by Contractor.

1051 **5.2 Solid Waste Services**

1052 **5.2.1 Single-Family Solid Waste Collection Service**

1053 Contractor shall Collect Solid Waste in Contractor-provided Carts once per week from Single-Family
1054 Premises and Transport all Solid Waste to the Approved Disposal Site for Disposal.

1055 Contractor shall provide each Customer with a 20-, 32-, 64-, or 96-gallon Cart (or similar sizes approved
1056 by the City Contract Manager) as requested by the Customer. For Single-Family Premises, Contractor shall
1057 Collect Carts from the Curbside (or at other designated locations for townhomes, condominiums, or
1058 attached Single-Family Premises) unless the Occupant is physically unable to place the Container Curbside
1059 and such Person has applied for and been approved for a Curbside service exemption due to a disability
1060 defined by the Americans with Disabilities Act pursuant to Section 6.16. In such case, Contractor shall
1061 Collect Carts from an alternative service location (such as the side yard or back yard) at no additional fee.
1062 Customers that are physically capable of moving Carts Curbside may choose to subscribe to side yard or
1063 back yard service and Contractor shall Collect Carts from the alternative service location and may charge
1064 the Customer for the extra service in accordance with the City-approved Rate on the Rate Schedule in
1065 Exhibit H.

1066 Contractor shall replace Solid Waste Carts that have been stolen or damaged at no cost to the Customer
1067 not more than once per year. Additional Cart replacements shall be charged to the Customer at a Rate
1068 approved by the City as shown on the Rate Schedule in Exhibit H.

1069 **5.2.2 On-Call Clean-Up Service**

1070 **A. Single Family On-Call Clean-Up Service**

1071 1. **General Requirements.** Contractor shall provide each Single-Family Customer with three (3)
1072 On-Call Single-Family Clean-Up Services at the Curb (or at other designated location for
1073 townhomes, condominiums, or attached Single-Family Premises) per year at the Customer's
1074 request at no charge. The Contractor shall promote, manage, staff, and operate the On-Call
1075 Single-Family Clean-Up Service.

1076 Contractor shall promote the service annually by preparing billing inserts to be included in each
1077 Customer's bill and by advertising in a minimum of two (2) local newspapers as approved by
1078 the City Contract Manager. The City Contract Manager shall approve all advertisements or
1079 public announcements related to On-Call Single-Family Clean-Up Service.

1080 2 **Scheduling.** Contractor shall provide clean-up services Monday through Friday except on
1081 Holidays. The Contractor shall provide the service to the Customer within five (5) Business Days

1082 of the Customer's request on a day agreed to by the Customer and Contractor. Contractor may
1083 provide additional on-call clean-up services for a Customer beyond three (3) per year, and in
1084 such case shall be entitled to charge the Customer for such service at the City-approved Rate
1085 on the Rate Schedule in Exhibit H.

1086 3 **Accepted Materials.** During each On-Call Single-Family Clean-Up Service, the Single-Family
1087 Customer may deliver Curbside, and Contractor shall accept for Collection, the materials listed
1088 below:

1089 a. Up to three (3) cubic yards of Solid Waste, Source Separated Recyclables and Yard
1090 Trimmings, including clean, unfinished wood as described in Section 5.2.2.A.5
1091 Collection, Recycling and Reuse Methods.

1092 b. One (1) Appliance or one (1) E-Waste item.

1093 c. Additional Appliances, Bulky Items, and E-Waste items if the Generator or
1094 Customer pays an additional fee at the City-approved Rate on the Rate Schedule in
1095 Exhibit H.

1096 d. One (1) item of furniture (e.g., sofa, table, bedframe, mattresses, box spring, etc.)
1097 weighing no more than one hundred fifty (150) pounds.

1098 Contractor may reject: E-Waste (with the exception that one E-Waste item is allowed if an
1099 Appliance is not Collected); liquids or sludges; materials which exceed five (5) feet in length
1100 and are not bundled items of furniture that exceed one hundred fifty (150) pounds per item;
1101 painted or stained wood; automotive batteries; Used Motor Oil and Filters; pesticides; not
1102 Source Separated Construction and Demolition Debris; Plant Debris (in order to comply with
1103 the Alameda County Waste Management Authority Ordinance 2008-01); Hazardous Waste; or
1104 Infectious Waste. Contractor may reject a single item that weights more than one hundred
1105 fifty (150) pounds (excluding Bulky Items) unless Customer has paid an additional fee for
1106 service at the City-approved Rate on the Rate Schedule in Exhibit H. Contractor may also reject
1107 un-containerized materials, materials that are not bundled, or other items that exceed the
1108 Collection abilities as determined by the Contractor and approved by the City Contract
1109 Manager.

1110 If the Contractor determines that the Single-Family Customer has set out more than three (3)
1111 cubic yards of materials for the Curbside Collection, Contractor agrees to Collect the additional
1112 materials that same day. At the Customer's option, the Contractor shall allow the Customer
1113 to use their second and/or third On-Call Single-Family Clean-Up Services that same day, if
1114 available, or charge the Customer an additional fee to Collect the materials in excess of the
1115 three (3) cubic yards, according to the City-approved Rate Schedule in Exhibit H.

1116 Each Customer shall be instructed to place all items to be Collected by Contractor Curbside by
1117 6:00 a.m. on pick-up day to ensure Collection.

1118 4. **Processing and Disposal.** Contractor shall Collect materials and Transport the materials to
1119 Approved Facilities with the exception of Appliances and E-Waste that may be delivered to a
1120 recycler or dismantling company and furniture and other reusable items that may be delivered
1121 to a third party for reuse or Recycling. The site or site(s) and/or Subcontractor(s) that
1122 Contractor selects to handle, Process, and/or Dispose of Appliances and E-Waste shall be
1123 approved by the City Contract Manager.

1124 5. **Collection, Recycling, and Reuse Methods.** Contractor shall instruct its customer service agents
1125 to query each Customer about the amounts and types of materials the Customer plans to set
1126 out. The customer service agents shall instruct Customers to separate their materials in order
1127 to facilitate Recycling and Composting and shall inform Customers of how exactly to prepare
1128 the materials they set out at the Curb. For each On-Call Single-Family Clean-Up Service, the
1129 Contractor will dispatch regular route Collection vehicle drivers to the Premises to separately
1130 Collect Solid Waste, Recyclable Materials, and/or Compostable Materials. Drivers will
1131 document the estimated amount of material removed. Contractor shall Transport materials
1132 Collected to the Approved Facilities. All other material (such as Appliances, E-Waste, furniture)
1133 that were not Collected by the regular Solid Waste, Recyclable Materials, or Compostable
1134 Materials route vehicles will be Collected by a specially-dispatched flat-bed truck. Through
1135 Contractor's Collection approach, the following materials, at a minimum, shall be Collected
1136 separately and Diverted through Recycling, Composting, or other Diversion efforts: clean,
1137 untreated wood and Yard Trimmings, cardboard, and Appliances.

1138 Contractor shall deliver Appliances to a local recycler, and all other items will be stored at a
1139 staging area at the Contractor's Livermore yard. Contractor shall encourage and facilitate the
1140 participation of Re-Use Vendor(s) to select and sort out Recyclable and reusable items at the
1141 point of Collection or at Contractor's Livermore yard. Marketing of reusable materials that are
1142 designated for reuse by the Re-Use Vendor(s) may include clothing, toys, house wares, linens,
1143 wood furniture, tables, chairs, working computers, undamaged monitors, cell phones, books,
1144 working small Appliances, working VCRs and DVDs, and working stereos.

1145 6. **Handling Bulky Items and E-Waste.** Note that pursuant to Section 5.2.2.A.3, Contractor shall
1146 Collect one Appliance or one E-Waste item at no cost per On-Call Single-Family Clean-Up
1147 Service. This Section addresses all other Appliances, Bulky Items, and E-Waste items. If the
1148 Customer has not paid for removal of Bulky Items or E-Waste, Contractor is not required to
1149 Collect the Bulky Item or E-Waste during the On-Call Single-Family Clean-Up Services. In such
1150 case, Contractor shall be required to attach a tag to the Bulky Item or E-Waste informing the
1151 Generator that the Generator must contact Contractor to arrange for and pay for separate
1152 Collection of the Bulky Item and E-Waste. Alternatively, the Generator may contact a Re-Use
1153 Vendor for Collection of the Bulky Item.

1154 7. **Handling Major Appliances.** Major Appliances shall be reused, Recycled, or Disposed by
1155 Contractor in accordance with requirements of Applicable Law.

1156 **B. Multi-Family On-Call Clean-Up Service**

1157 1. Multi-Family properties will receive a free 20-Yard Drop Box once every 12 months for an On-
1158 Call Multi-Family Clean-Up Service.

1159 2. The Multi-Family properties will be allowed to keep the Drop Box for seven consecutive days;
1160 and the Box will be removed, emptied, and returned as often as necessary, to a maximum of
1161 one time per day Monday through Friday.

1162 3. Contractor will coordinate with the Property Manager and the Property Manager will inform
1163 their residents when the On-Call Multi-Family Clean-Up Service will occur.

1164 4. Contractor will create outreach documents to assist the Property Managers with program
1165 requirements consistent with Section 5.17 below.

1166 5. Contractor shall provide, on its website, the ability for Customers to electronically request On
1167 Call Multifamily Clean-Up Service.

1168 **5.2.3 On-Call Bulky Item Collection**

1169 Residential and Commercial Customers may make special arrangements with the Contractor for the
1170 Collection and Recycling or Disposal of Bulky Items and Contractor shall charge such Customers for
1171 Collection of such items in accordance with City-approved Rates on the Rate Schedule in Exhibit H.
1172 Contractor shall arrange for repair, refurbishing, or upgrading electronic equipment for donation or resale
1173 to the greatest extent practical. Additional requirements related to Bulky Item services include the
1174 following:

1175 A. Contractor shall prioritize the re-use and Recycling of Bulky Items. When possible, Contractor shall
1176 contact Re-Use Vendors to pick up Appliances, furniture, and other operational or functional items.

1177 B. Appliances and other materials that cannot be re-used should be Recycled by Contractor when
1178 possible.

1179 C. Contractor shall Dispose of Bulky Items as a last resort.

1180 **5.2.4 Multi-Family Solid Waste Collection Service**

1181 Contractor shall Collect Solid Waste from Multi-Family Premises as frequently as scheduled by the
1182 Customer, up to six (6) times per week but not less than once per week. Contractor shall offer Multi-Family
1183 Premises the option of subscribing to Cart, Bin, Drop Box, or Compactor Service. Contractor shall provide
1184 one or more Containers to such Premises as requested by Customer provided that no less than ninety-six
1185 (96) gallons of Container capacity is provided for every four (4) dwelling units in the Premises. Contractor
1186 shall Collect Solid Waste from Containers at a location selected by the Customer and approved by the City
1187 Contract Manager.

1188 Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform
1189 other services as reasonably necessary to access and empty the Containers and shall not charge
1190 Customers any additional fees for such services.

1191 **5.2.5 Intentionally Deleted**

1192 **5.2.6 Commercial and Government Cart Customers Solid Waste Collection Service**

1193 Contractor shall Collect Solid Waste from Commercial Premises, and from Government Customers that
1194 subscribe to service from Contractor, as frequently as scheduled by the Customer, up to six (6) times per
1195 week but not less than once per week with the exception that Nonputrescible Waste segregated for
1196 Collection in Drop Boxes or Compactors (serviced by roll-off Collection trucks) may be Collected less than
1197 once per week. Contractor shall offer Commercial Premises, and Government Customers that subscribe
1198 to service from Contractor, the option of subscribing to Cart, Bin, Drop Box, or Compactor Service.
1199 Contractor shall Collect Solid Waste from Containers at a location selected by the Customer and approved
1200 by the City Contract Manager.

1201 Commercial and Government Customer Solid Waste Collection shall be performed at a time mutually
1202 agreed upon by Contractor and the Customer and which is consistent with allowable Collection hours
1203 specified in Section 5.14.3. Contractor shall allow each Commercial Customer or Government Customer
1204 to select a Collection service methodology that best suits the needs of its Premises. Specifically, the

1205 Contractor shall offer the following Collection service methodologies to Commercial Customers and to
1206 Government Customers:

1207 A. **Individual Cart or Bin Service.** Contractor shall allow each Commercial Premises or Government
1208 Customer to use Carts or Bins for Solid Waste Collection. Contractor shall provide each Customer with
1209 a choice of one or more Carts with capacities of 32, 64, or 96 gallons (or similar sizes approved by the
1210 City Contract Manager) or Bins with capacities ranging from 1 to 7 cubic yards (or similar sizes
1211 approved by the City Contract Manager).

1212 B. **Centralized Bin or Cart Service.** Contractor shall allow each Commercial Premises or Government
1213 Customer to use Carts or Bins for Solid Waste Collection that are shared by the Occupants of two (2)
1214 or more adjacent Commercial Premises or Government Customers. In such case, Contractor shall
1215 provide one (1) or more Carts or Bins as requested by Customer(s) provided that no less than 96
1216 gallons (or similar volume) of Container capacity is provided for every four (4) Commercial Premises
1217 or Government Customers. Contractor shall provide each Customer with a choice of one or more
1218 Carts with capacities ranging from 32 to 96 gallons (or similar sizes approved by the City Contract
1219 Manager) or Bins with capacities ranging from 1 to 7 cubic yards (or similar sizes approved by the City
1220 Contract Manager).

1221 C. **Drop Boxes and Large Compactors.** Contractor shall allow a Customer to use a Drop Box or
1222 Compactor with a roll-off Compactor Container for Solid Waste Collection to meet the Customer's
1223 Solid Waste Collection needs. In such case, Contractor shall provide Customer with a choice of
1224 Container capacities ranging from 6 to 40 cubic yards (or similar sizes approved by the City Contract
1225 Manager). Contractor shall offer Customers the option to purchase or lease Compactors through
1226 either the Contractor or an outside vendor.

1227 Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform
1228 other services as reasonably necessary to access and empty the Containers and shall not charge
1229 Customers any additional fees for such services.

1230 Unless otherwise agreed to by the Parties, commencing January 1, 2022, Contractor shall meet the
1231 requirement of SB 1383 related to the conduct of annual compliance reviews of Commercial Solid Waste
1232 accounts producing over two (2) cubic yards of Solid Waste per week and that produce Organic Waste.

1233 **5.2.7 Handy Hauler Service**

1234 Contractor shall offer rentals of four-cubic-yard Bins to all Customers for Solid Waste Collection on a
1235 temporary basis when Customers are remodeling, cleaning their property, or performing other projects.
1236 Contractor shall charge Customers for this service in accordance with City-approved Rates on the Rate
1237 Schedule in Exhibit H.

1238 **5.3 Recycling Services**

1239 **5.3.1 General**

1240 Contractor shall Collect Single-Stream Recyclable Materials that are commingled in the Customer's
1241 Recyclable Materials Collection Container provided that the Customer has Source Separated the
1242 Recyclable Materials from Solid Waste. The types of Single-Stream Recyclable Materials to be Collected

1243 by Contractor are specified in Section 1.109. Contractor shall Transport all Recyclable Materials Collected
1244 to the Approved Recyclables Processing Site for Processing.

1245 In accordance with Section 4.3, the City may request Contractor to modify its scope of services to include
1246 Collection of additional types of Recyclable Materials beyond those materials defined in Section 1.96. If
1247 the City requests Collection of additional Recyclable Materials, the Contractor shall not receive additional
1248 compensation for Collection service if the Recyclable Materials are placed by Generator in the Recyclable
1249 Materials Container unless Contractor can demonstrate that Collection of the additional material(s)
1250 requires modifications to Collection routes to accommodate the additional volume of the material(s). An
1251 adjustment to Contractor's Rates may be made for changes in Processing costs in accordance with
1252 Sections 4.3 and 8.5.

1253 Contractor shall actively work with the Approved Recyclables Processing Site operator throughout the
1254 Term of this Agreement to ensure that contamination of the Recyclable Materials Collected under this
1255 Agreement and delivered to the Approved Recyclables Processing Facility remains below any limits
1256 established by Applicable Law, including, without limitation, SB 1383.

1257 **5.3.2 Single-Family Service**

1258 A. **General.** Contractor shall Collect all Single-Stream Recyclable Materials from Single-Family Premises
1259 once each week on the regularly scheduled Solid Waste Collection day. Contractor shall supply each
1260 Single-Family Customer with one (1) Cart for storage and Collection of Single-Stream Recyclable
1261 Materials. The Contractor shall provide each Customer a 96-gallon Cart (or similar size approved by
1262 the City Contract Manager) unless the Customer requests a smaller Cart size, in which case, the
1263 Contractor shall provide a 20-, 32-, or 64-gallon Cart (or similar sizes approved by the City Contract
1264 Manager).

1265 B. **Additional Cart.** If a Customer requests a second Recyclables Cart, Contractor shall provide the Cart
1266 to the Customer for regular weekly Collection service. The Contractor shall charge the Customer for
1267 the extra Recyclables Cart at the Rate approved by the City on the Rate Schedule in Exhibit H.

1268 C. **Collection Location including Disabled Customer Service.** For Single-Family Premises, Contractor
1269 shall Collect Carts from the Curb (or at other designated location for townhomes, condos, or attached
1270 Single-Family Premises) unless the Occupant is physically unable to place the Container Curbside and
1271 such Person has applied for and been approved for a Curbside service exemption due to a disability
1272 defined by the Americans with Disabilities Act pursuant to Section 6.16. In such case, Contractor shall
1273 Collect Carts from an alternative service location (such as the side yard or back yard) at no additional
1274 fee. Customers that are physically capable of moving Carts Curbside may choose to subscribe to side
1275 yard or back yard service. In such cases, Contractor shall Collect Carts from the alternative service
1276 location and charge the Customer for the extra service in accordance with the City-approved Rate on
1277 the Rate Schedule in Exhibit H.

1278 D. **Cart Replacement.** Contractor shall replace Containers, which were specifically designated for
1279 Recyclable Materials that have been stolen or damaged at no cost to the Customer not more than
1280 once per year. Additional Cart replacements shall be charged to the Customer at a City-approved Rate
1281 on the Rate Schedule in Exhibit H.

1282 E. **Setout Instructions and Notices.** Contractor shall instruct Single-Family Customers as to any
1283 necessary preparation of materials; the proper placement of Recycling Carts Curbside; and shall notify

1284 Single-Family Generators who fail to follow these instructions. In cases of extreme or repeated failure
1285 to comply with the instructions, Contractor may decline to pick up the Recyclable Materials but must
1286 notify the Customer of the reason and what steps must be taken by Customer to recommence service.

1287 F. **Used Motor Oil and Filter Collection.** Contractor shall Collect Used Motor Oil and Filters from
1288 Contractor-provided Used Oil Recovery Kits placed adjacent to the Carts. Contractor shall Collect Used
1289 Motor Oil and Filters once per week from Single-Family Customers who request it if the Customers
1290 place the Used Motor Oil and Filters in a Used Oil Recovery Kit provided by the Contractor. Contractor
1291 shall provide the Used Oil Recovery Kit to a Residential Customer within two (2) Business Days of such
1292 request by Customer at no additional cost to Customer. Contractor shall instruct Customers how to
1293 properly use and place Used Oil Recovery Kits for Collection. Upon Collection of a Used Oil Recovery
1294 Kit from a Generator, Contractor shall leave a clean, empty, Used Oil Recovery Kit adjacent to the
1295 Recyclables Cart. Contractor shall not be required to Collect more than one gallon of used motor oil
1296 per individual dwelling unit per week from Single-Family Customers who request it.

1297 G. **Quarterly Textile Collection.** Contractor shall work together with the City Contract Manager to create
1298 a program for Curbside Collection of textiles that will occur for five consecutive days (Monday through
1299 Friday) once during each quarter. The City Contract Manager and Contractor shall mutually agree to
1300 the week that the textile Collection will be performed. Contractor shall notify Customers through a
1301 variety of outreach tools including their newsletter and website that, on a specific Collection day,
1302 Single-Family Customers have an opportunity to donate used clothing to those in need. Contractor
1303 shall instruct Customers to place the dry, clean clothing into a clear plastic trash bag and place it at
1304 the Curb with their regular set-out.

1305 Contractor anticipates utilizing its flat-bed truck and Bulky Item pick-up crew and any other employees
1306 needed on those five days a quarter to Collect and bring back the bags to Contractor's Livermore yard
1307 for consolidation. As a contingency, Contractor may use vehicles from its reserve fleet for the
1308 quarterly bagged clothing Collection service. Contractor shall work with several charities to accept the
1309 materials on a rotating basis.

1310 H. **Route Reviews.** Unless otherwise agreed to by the Parties, as described in Section 5.17.8 commencing
1311 April 1, 2022 Contractor shall conduct Route Reviews of randomly selected Containers for
1312 contaminants such that all routes are inspected annually. If contamination is found during Route
1313 Reviews, Contractor shall notify the Generator of the Recycling requirements.

1314 **5.3.3 Multi-Family, Commercial, and Government Customer Recycling Service**

1315 A. **General.** Commercial Customers, and Government Customers that subscribe to Solid Waste
1316 Collection service from Contractor (including federal Governmental Customers which are required to
1317 utilize the services of Contractor), shall have the option of subscribing to Recyclable Materials
1318 Collection services and shall pay Contractor an additional fee for such service in accordance with City-
1319 approved Rates on the Rate Schedule in Exhibit H with the exception that Collection of one 96-gallon
1320 Recyclables Cart once per week shall be provided at no cost as of the Commencement Date.
1321 Contractor shall Collect all Single-Stream Recyclable Materials placed in Containers for Collection from
1322 Multi-Family, Commercial Premises, and Government Customers at least once each week and up to
1323 six (6) times per week as scheduled by the Customer. Contractor shall provide and shall place
1324 Containers in locations determined by the Customer or Property Manager.

1325 Multi-Family, Commercial, and Government Customers' Recyclable Materials Collection shall be
1326 performed at a time mutually agreed upon by Contractor and the Customer and which is consistent
1327 with allowable Collection hours specified in Section 5.14.3. The City reserves the right per Section 4.3
1328 to direct Contractor to perform additional Commercial Recycling services such as the use of selective
1329 routing to Collect clean loads of Recyclable Materials in the event that Contractor is not making
1330 adequate progress toward the City's Diversion/Recycling goals.

1331 B. **Expanding Customer Participation and the Alameda County Waste Management Authority's**
1332 **Mandatory Recycling Ordinance.** To expand the participation of Multi-Family, Commercial, and
1333 Government Customers in the Recyclables Collection program and to be consistent with the Alameda
1334 County Waste Management Authority's Mandatory Recycling Ordinance, Contractor shall provide
1335 Recyclables Collection service to all Multi-Family, Commercial, and Government Customers. The
1336 Contractor shall supply each Multi-Family Premises with twenty-four (24) gallons of Recycling capacity
1337 per week per Residential unit and each Commercial Premises and each Government Customer that
1338 subscribes to Solid Waste Collection service from Contractor with one ninety-six (96) gallon
1339 Recyclables Cart. Contractor will provide assistance to the Customer to ensure that the Customer
1340 has adequate Recyclables Collection capacity to comply with the Alameda County Waste
1341 Management Authority's Mandatory Recycling Ordinance.

1342 At least two (2) weeks prior to the scheduled Container delivery, Contractor shall provide written
1343 notification to each Customer of the Contractor's obligation to provide each Multi-Family,
1344 Commercial, and Government Customer with an adequate level of Recycling service and shall identify
1345 the number, size, and quantity of Recycling Containers to be delivered to the Premises and scheduled
1346 delivery date. If the Customer objects to this Recycling service prior to or following delivery of the
1347 Containers, Contractor shall meet with the Customer at the Customer's Premises and conduct an on-
1348 site assessment of the Solid Waste and Recycling services. The Contractor's goal during the
1349 assessment shall be to provide assistance to the Customer so that the Customer complies with the
1350 Alameda County Waste Management Authority's Mandatory Recycling Ordinance. If the Customer
1351 refuses service, the Contractor shall send written notification to the City Contract Manager of such
1352 refusal of service with documentation of the refusal including date of notification, date of on-site
1353 assessment, name of Customer or Property Manager and contact information. Contractor agrees to
1354 cooperate with City Code Enforcement Staff and the Alameda County Waste Management Authority's
1355 Mandatory Recycling Ordinance Enforcement Staff as needed in accordance with the terms of the
1356 County's Mandatory Recycling Ordinance.

1357 C. **Commercial and Government Customer Service Options.** Contractor shall allow Commercial or
1358 Government Customers to select a Collection service method that best suits the needs of its Premises.
1359 Specifically, the Contractor shall offer the following choices to Commercial or Government Customers:

1360 1. **Individual Cart or Bin Service.** Contractor shall allow Commercial or Government Customers
1361 to use Cart(s) or Bin(s) for Recyclable Materials Collection. Contractor shall provide each
1362 Customer with a choice of one (1) or more Carts with capacity of 32, 64, and 96 gallons and
1363 with one or more Bins with capacities ranging from 1 to 7 cubic yards (or similar sizes approved
1364 by the City Contract Manager).

1365 2. **Centralized Cart or Bin Service.** Contractor shall allow Commercial or Government Customers
1366 to use Cart(s) or Bin(s) for Recyclable Materials Collection that are shared by the Occupants of
1367 two (2) or more Commercial Premises. In such case, Contractor shall provide one (1) or more
1368 Carts or Bins to such Premises as requested by Customer(s).

1369 3. **Drop Boxes and Compactors.** Contractor shall allow Commercial or Government Customers to
1370 use a Drop Box or Compactor for Recyclable Materials. In such case, Contractor shall provide
1371 Customers with a choice of Container capacities ranging from 10 to 40 cubic yards. Contractor
1372 shall offer Customers the option to purchase or lease Compactors through Contractor or an
1373 outside vendor.

1374 D. **Container Replacement.** Contractor shall replace Recyclable Materials Containers that have been
1375 stolen or damaged, at no cost to the Multi-Family, Commercial, or Government Customer Premises,
1376 not more than once per year. Additional replacements shall be charged to the Customer at the City-
1377 approved Rate on the Rate Schedule in Exhibit H.

1378 E. **Posters, Signage, and Other Education Materials.** Pursuant to the public education plan in Exhibit C,
1379 Contractor shall instruct (as part of the education program) Multi-Family, Commercial Premises, and
1380 Government Customers and/or their Property Managers as to any necessary preparation, separation,
1381 and placement of Recyclable Materials and shall provide the Property Manager with the following
1382 materials to facilitate Customer and tenant education:

1383 1. Educational Recycling posters for strategic placement on the Premises. For Multi-Family
1384 Premises, Contractor shall make the posters available for use in areas frequented by tenants
1385 (such as in mail rooms, laundry rooms, offices, etc.). For Commercial or Government Customer
1386 Premises, the Contractor shall make the posters available for use in areas frequented by
1387 employees.

1388 2. Recycling signs at the Recycling Container locations that clearly indicate the types of
1389 Recyclables that are accepted and those that are not.

1390 3. Move-In Kits for tenants of Multi-Family units as described in Exhibit C.

1391 4. "How To" Brochures as described in Exhibit C.

1392 Pursuant to Section 6.3.3.F, Contractor shall report its public education efforts to the City Contract
1393 Manager on a quarterly basis.

1394 F. **Setout Instructions and Notices.** Contractor shall instruct Multi-Family Customers as to any necessary
1395 preparation of materials; the proper placement of Recycling Containers; and shall notify Property
1396 Manager who fail to follow these instructions. In cases of extreme or repeated failure to comply with
1397 the instructions, Contractor may decline to pick up the Recyclable Materials but must notify the
1398 Property Manager of the reason and what steps must be taken by the Property Manager to
1399 recommence service.

1400 G. **Notification of Improper Setout.** Contractor shall notify Customers and their Property Managers (if
1401 applicable) who fail, or whose residents or employees fail, to follow Recycling instructions provided
1402 by Contractor. In cases of extreme or repeated failure to comply with the instructions, Contractor
1403 shall notify the City Contract Manager of the Customer's violation of the City's Municipal Code.

1404 H. **Reusable Recyclables Tote Bags for Multi-Family Tenants.** Upon the Customer's request, Contractor
1405 shall offer Multi-Family Customers reusable Recyclables tote bags for storage of Recyclables that shall
1406 be provided to each tenant unit at no cost to the Customer. Contractor shall promote the availability
1407 of the Recyclables tote bags during the site visits with the Owner or Property Manager, and through
1408 other Multi-Family public education efforts required by Exhibit C. Contractor shall purchase a
1409 sufficient number of Recyclable tote bags to maintain an inventory of bags so that upon a Multi-Family

1410 Customer's request, Contractor can deliver the Recyclables tote bags to the Multi-Family Premises,
1411 and distribute the bags (if requested) to each tenant unit at Multi-Family Premises within three (3)
1412 weeks of request. Each Recyclables tote bag shall be accompanied by a flyer describing the Recycling
1413 program requirements.

1414 The specifications of the Recyclables tote bags for Multi-Family Tenants shall be submitted to City
1415 Contract Manager for City Contract Manager's written approval prior to submitting the order to the
1416 manufacturer.

1417 I. **Internal Recycling Bins for Commercial and Government Customers.** Upon the Customer's request,
1418 Contractor shall offer Commercial and Government Customers a variety of Recycling storage bins for
1419 use by the Customer inside their Premises to store Recyclables prior to placement of the materials in
1420 the outdoor Containers to be serviced by Contractor. Up to three (3) internal Recycling storage bins
1421 shall be provided at no cost to the Customer. Contractor shall promote the availability of the internal
1422 Recycling storage bins during the site visits with the Owner or Property Manager, and through other
1423 Commercial public education efforts required by Exhibit C. Contractor shall purchase a sufficient
1424 number of Recycling storage bins to maintain an inventory of bins so that upon a Customer's request,
1425 Contractor can deliver the Recycling storage bin(s) to the Commercial Premises or Government within
1426 two (2) weeks of request. Each Recycling storage bin shall be accompanied by a flyer describing the
1427 Recycling program requirements.

1428 Contractor must submit the Recycling storage bin order (including material and design specifications,
1429 colors, and identification marks) to City Contract Manager for City Contract Manager's written
1430 approval prior to submitting the order to the manufacturer.

1431 J. **Used Motor Oil and Filter Collection.** Contractor shall Collect Used Motor Oil and Filters once per
1432 week from Multi-Family Customers, if they receive Solid Waste Service from individual Carts.
1433 Contractor shall Collect Used Motor Oil and Filters from Contractor-provided Used Oil Recovery Kits
1434 placed adjacent to the Carts, if the Customers place the Used Motor Oil and Filters in a Used Oil
1435 Recovery Kit provided by the Contractor. Contractor shall provide the Used Oil Recovery Kit to a Multi-
1436 Family Customer within two (2) Business Days of such request by Customer at no additional cost to
1437 Customer. Contractor shall instruct Customers how to properly use and place Used Oil Recovery Kits
1438 for Collection. Upon Collection of a Used Oil Recovery Kit from a Generator, Contractor shall leave a
1439 clean, empty, Used Oil Recovery Kit adjacent to the Recyclables Cart. Contractor shall not be required
1440 to Collect more than one gallon of used motor oil per individual dwelling Customer per week from
1441 Multi-Family Customers who request it.

1442 K. **Route Reviews.** Unless otherwise agreed to by the Parties, commencing April 1, 2022 Contractor shall
1443 conduct Route Reviews of randomly selected Containers for contaminants such that all routes are
1444 inspected annually, as described in Section 5.17.8. If contamination is found during Route Reviews,
1445 Contractor shall notify the Generator of Recycling requirements.

1446 **5.4 Compostable Materials Program**

1447 In furtherance of the City's established Diversion goal of seventy-five percent (75%), and to promote
1448 compliance with the Alameda County Waste Management Authority Ordinance (2008-01) banning plant
1449 debris in unincorporated Alameda County landfills, it is the responsibility of the Contractor to secure

1450 sufficient Compostable Material Composting capacity and ensure that all Compostable Material,
1451 excepting Compostable Residue (i.e. "overs") which are not suitable for re-grind and re-introduction into
1452 the Compost process, is Diverted from landfilling.

1453 **5.4.1 Single-Family Compostables Service**

1454 A. **General.** Contractor shall Collect Compostable Materials (including Food Scraps and Other Targeted
1455 Compostables) from each Single-Family Customer Curbside once each week on the regularly
1456 scheduled Solid Waste Collection day. Compostable Materials shall be Collected and Transported to
1457 the Approved Composting Site for the purposes of Composting. Contractor shall instruct Customers
1458 as to the types of Compostable Materials accepted for Collection (and those prohibited); any
1459 necessary preparation of Yard Trimmings (such as the cutting of large items), Food Scraps, and Other
1460 Targeted Compostables; and the appropriate use and placement of Carts designated for Compostable
1461 Materials Collection. Subject to the requirements of the Approved Composting Site operator,
1462 Contractor shall allow Customer's use of clear and or Compostable bags for the accumulation of Food
1463 Scraps and placement in the Compostable Materials Cart. Annually, Contractor shall notify City
1464 Contract Manager if the Approved Composting Site operator will accept clear and/or Compostable
1465 bags. Contractor shall notify Customers who fail to follow these instructions. In cases of extreme or
1466 repeated failure to comply with the instructions, Contractor shall notify the City Contract Manager of
1467 the Customer's violation of the City's Municipal Code.

1468 B. **Carts.** Contractor shall supply each Single-Family Customer with one Cart for storage and Collection
1469 of Compostable Materials. The Contractor shall provide each Customer a 96-gallon Cart (or similar
1470 size approved by the City Contract Manager) unless the Customer requests a smaller Cart size, in
1471 which case, the Contractor shall provide a 32- or 64-gallon Cart (or similar sizes approved by the City
1472 Contract Manager). If a Customer requests a second Compostables Cart, Contractor shall provide the
1473 Cart to the Customer and Collect Compostables on a weekly basis. The Contractor shall charge the
1474 Customer for the extra Compostables Cart at the City-approved Rate on the Rate Schedule in Exhibit
1475 H.

1476 Contractor shall replace Compostables Carts that have been stolen or damaged at no cost to the
1477 Generator not more than once per year. Additional Cart replacements shall be charged to the
1478 Generator at a Rate approved by the City as shown on the Rate schedule in Exhibit H.

1479 C. **Kitchen Pails.** Upon Customer request and at no cost to the Customer, or with a new subscription to
1480 Residential service, Contractor shall provide Single-Family Customers kitchen pails suitable for the
1481 collection and storage of Food Scraps. Contractor shall promote the availability of the kitchen pails
1482 through public education efforts required by Exhibit C. Contractor shall purchase a sufficient number
1483 of kitchen pails to maintain an inventory of pails so that upon a Single-Family Customer's request,
1484 Contractor can assemble (if needed) and deliver the pail to the Single-Family Customer within one (1)
1485 week of request. Each kitchen pail shall be accompanied by flyer describing the Compostable
1486 Materials program requirements

1487 The kitchen pail shall be made of rigid plastic, and have a capacity of 1.5 to 2.5 gallons, a wire or plastic
1488 handle, and a lid. Contractor must submit kitchen pail order (including material and design
1489 specifications, colors and identification marks) to City Contract Manager for City Contract Manager's
1490 written approval prior to submitting the order to the manufacturer.

- 1491 D. **Overages Program.** From time to time, particularly during the autumn, Generators produce more
1492 Compostable Materials than that can be placed in their Compostables Cart. Contractor shall establish
1493 an overages program that allows Single-Family Generators to place additional Compostable Materials
1494 Curbside (in bags adjacent to the Compostable Carts) for Collection on its regularly scheduled
1495 Collection day. For this overages program, Contractor shall make available 35-gallon unbleached
1496 natural kraft paper bags (or similar size approved by the City Contract Manager) for purchase at the
1497 Contractor's local office, at other locations in the City (to be identified by the Contractor and approved
1498 by the City Contract Manager) and via mail by ordering from Contractor. Alternatively, Customers
1499 may provide their own kraft bags. Contractor shall Collect overages with other Compostable Materials
1500 and Transport the materials to the Approved Composting Site. Contractor shall charge Customers for
1501 the overages Collection at City-approved Rates on the Rate Schedule in Exhibit H.
- 1502 E. **Home Composting.** Pursuant to the requirements of the public education requirements in Exhibit C,
1503 Contractor shall promote home Composting activities to Single-Family Customers.
- 1504 F. **Collection Location including Disabled Customer Service.** For Single-Family Premises, Contractor
1505 shall Collect Carts from the Curb (or at other designated location for townhomes, condos, or attached
1506 Single-Family Premises) unless the Occupant is physically unable to place the Container Curbside and
1507 such Person has applied and been approved for a Curbside service exemption due to a disability
1508 defined by the Americans with Disabilities Act pursuant to Section 6.16. In such case, Contractor shall
1509 Collect Carts from an alternative service location (such as the side yard or back yard) at no additional
1510 fee. Customers that are physically capable of moving Carts Curbside may choose to subscribe to side
1511 yard or back yard service. In such cases, Contractor shall Collect Carts from the alternative service
1512 location and charge the Customer for the extra service in accordance with the City-approved Rate on
1513 the Rate Schedule in Exhibit H.
- 1514 G. **Route Reviews.** Unless otherwise agreed to by the Parties, as described in Section 5.17.8 commencing
1515 April 1, 2022 Contractor shall conduct Route Reviews of randomly selected Containers for
1516 contaminants such that all routes are inspected annually. If contamination is found during Route
1517 Reviews, Contractor shall notify the Generator of Recycling requirements.

1518 **5.4.2 Multi-Family Compostables Service**

- 1519 A. **General.** Multi-Family Customers shall be provided adequate Compostable Materials Collection
1520 services in the same manner as that provided to Commercial Customers and Government Customers
1521 pursuant to Section 5.4.3, including all provisions of each subsection therein.

1522 Contractor shall observe and comply with all regulations in effect at the Approved Composting Site
1523 and cooperate with and take direction from the operator thereof with respect to delivery of Organic
1524 Materials. Contractor shall actively work with the Approved Composting Site operator throughout the
1525 Term of this Agreement to ensure that contamination of the Organic Materials Collected under this
1526 Agreement and delivered to the Approved Composting Site remains below any limits established by
1527 Applicable Law including, without limitation, SB 1383.

- 1528 B. **Kitchen Pails.** Upon Customer request and at no cost to the Customer, or with a new subscription to
1529 Residential service, Contractor shall provide Multi-Family Customers kitchen pails for use in the
1530 kitchen suitable for the collection and storage of Food Scraps. Contractor shall promote the availability
1531 of the kitchen pails through public education efforts required by Exhibit C. Contractor shall purchase
1532 a sufficient number of kitchen pails to maintain an inventory of pails so that upon a Multi-Family

1533 Customer's request, Contractor can assemble (if needed) and deliver the pail to the Multi-Family
1534 Customer within one (1) week of request. Each kitchen pail shall be accompanied by flyer describing
1535 the Compostable Materials program requirements

1536 The kitchen pail shall be made of rigid plastic, and have a capacity of 1.5 to 2.5 gallons, a wire or plastic
1537 handle, and a lid. Contractor must submit kitchen pail order (including material and design
1538 specifications, colors and identification marks) to City Contract Manager for City Contract Manager's
1539 written approval prior to submitting the order to the manufacturer.

1540 **5.4.3 Commercial and Government Customer Compostables Service**

1541 A. **General.** Commercial Customers, and Government Customers that subscribe to service from
1542 Contractor, shall subscribe to Compostable Materials Collection services and shall pay Contractor an
1543 additional fee for such service in accordance with City-approved Rates on the Rate Schedule in Exhibit
1544 H with the exception that Collection of one 96-gallon Compostables Cart once per week shall be
1545 provided at no cost as of the Commencement Date. Contractor shall Collect Compostable Materials
1546 from Commercial Premises or Government Customers that have subscribed to Compostable Materials
1547 Collection service as frequently as scheduled by Customer up to six (6) days per week, but not less
1548 than one (1) day per week. Contractor shall provide Carts, Bins, Drop Boxes, and Compactors for
1549 Compostables storage and Collection and shall place Containers in locations determined by the
1550 Customer or Property Manager.

1551 Commercial or Government Customer Compostable Materials Collection shall be performed at a time
1552 mutually agreed upon by Contractor and the Customer and which is consistent with allowable
1553 Collection hours specified in Section 5.14.3.

1554 Contractor shall make best efforts to Divert as much Commercial and Government Customer Food
1555 Scraps and Other Targeted Compostables from Disposal as possible. Contractor shall allow Customers
1556 to place clear plastic bags that contain Food Scraps in Containers for Collection. Contractor shall
1557 continually look for more efficient and effective ways of implementing the Commercial and
1558 Government Customer Food Scraps Program including, but not limited to, investigating closer, less
1559 expensive.

1560 Composting facilities and more efficient routing and pick-up procedures. Additionally, Contractor shall
1561 pursue and apply for any applicable grant or other cost saving opportunities that shall be used to
1562 reduce Customer Rates in accordance with Section 3.F of Exhibit I and Section 3.F of Exhibit J.

1563 Contractor will work with and support the City and any consultants contracted by the City or
1564 StopWaste to conduct Commercial and Government Customer Food Scraps audits.

1565 Any revenue other than Rate revenue that the Contractor receives specifically for the Commercial and
1566 Government Customer Food Scraps Program, including, but not limited to, revenue from StopWaste
1567 and Incentive payment programs, shall be deducted from the Contractor's total calculated costs, and
1568 the actual, reasonable and necessary costs associated therewith shall be added to the Contractor's
1569 calculated costs, to reduce Customer Rates in accordance with Section 3.F of Exhibit I and Section 3.F
1570 of Exhibit J.

1571 Contractor shall observe and comply with all regulations in effect at the Approved Composting Site
1572 and cooperate with and take direction from the operator thereof with respect to delivery of Organic

1573 Materials. Contractor shall actively work with the Approved Composting Site operator throughout the
1574 Term of this Agreement to ensure that contamination of the Organic Materials Collected under this
1575 Agreement and delivered to the Approved Composting Site remains below any limits established by
1576 Applicable Law, including, without limitation, SB 1383.

1577 B. **Expanding Customer Participation and the Alameda County Waste Management Authority's**
1578 **Mandatory Recycling Ordinance.** To expand the participation of Commercial and Government
1579 Customers in the Food Scraps Collection program and to be consistent with the Alameda County
1580 Waste Management Authority's Mandatory Recycling Ordinance, Contractor shall provide adequate
1581 Compostables Collection service to Commercial and Government Customers. The City and Contractor
1582 agree that, at a minimum, Targeted Food Scraps Customers shall include the Customers regulated by
1583 the Alameda County Waste Management Authority's Mandatory Recycling Ordinance. At a minimum,
1584 the Contractor shall contact each Targeted Food Scraps Customer individually, supply each such
1585 Customer with at least one ninety-six (96) gallon Compostables Cart, provide education materials, and
1586 provide training. If the Customer has historically subscribed to a higher level of service or requests a
1587 higher level of service (e.g., more than one ninety-six (96) gallon of service once per week), then the
1588 Contractor shall provide and service Container(s) in number and size to match the Customer's current
1589 or requested level of service.

1590 Contractor shall provide written notification to each Customer explaining Contractor's obligation to
1591 provide each Targeted Food Scraps Customer with an adequate level of Compostables service and
1592 shall identify the number, size, and quantity of Compostable Containers to be delivered to the
1593 Premises and scheduled delivery date. If the Customer objects to this Compostables service prior to
1594 or after delivery of the Containers, Contractor shall meet with the Customer at the Customer's
1595 Premises and conduct an on-site assessment of the Solid Waste, Recycling, and Compostables
1596 services. The Contractor's goal shall be to provide assistance to the Customer so that the Customer
1597 complies with the Alameda County Waste Management Authority's Mandatory Recycling Ordinance.
1598 If the Customer continues to refuse service, the Contractor shall send written notification to the City
1599 Contract Manager of such refusal of service with documentation of the refusal including date of
1600 notification, date of on-site assessment, name of contact Person and contact information. Contractor
1601 agrees to cooperate with City Code Enforcement Staff and the Alameda County Waste Management
1602 Authority's Mandatory Recycling Ordinance Enforcement Staff as needed in accordance with the
1603 terms of the County's Mandatory Recycling Ordinance.

1604 C. **Collection Service Options.** Contractor shall provide Commercial and Government Customer
1605 Compostables Customers, at the Customer's option, with a Container appropriate for the needs of
1606 the business and the available space in the enclosure for outside storage and Collection of
1607 Compostable Materials in order to ensure that the Customer has adequate Collection capacity.
1608 Contractor shall allow Commercial Customers to select a Collection service method that best suits the
1609 needs of its Premises in the same manner as that described in Section 5.3.3.C.

1610 D. **Container Replacement.** Contractor shall replace Containers, which are specifically designated for
1611 Compostable Materials Collection that have been stolen or damaged at no cost to the Commercial or
1612 Government Customer Premises, not more than once per year. Additional replacements shall be
1613 charged to the Customer at City-approved Rates on the Rate Schedule in Exhibit H.

1614 E. **Posters, Signage, and Other Education Materials.** Pursuant to the public education plan described in
1615 Exhibit C, Contractor shall instruct Commercial Customers and/or their Property Managers as to any

1616 necessary preparation, separation, and placement of Compostable Materials and shall provide
1617 posters, signs, and other public education materials. Contractor shall maintain a special telephone
1618 hotline for Commercial Compostables information that will ring directly to a customer service
1619 representative that has special training and expertise in this particular program.

1620 Commencing January 1, 2022, Contractor shall annually provide Tier One and Tier Two Edible Food
1621 Generators with information about food recovery program, Generator requirements, Food Recovery
1622 Organizations, and Edible Food source–reduction information.

1623 F. **Route Reviews.** Unless otherwise agreed to by the Parties, as described in Section 5.17.8,
1624 commencing April 1, 2022 Contractor shall conduct Route Reviews of randomly selected Containers
1625 for contaminants such that all routes are inspected annually. If contamination is found during Route
1626 Reviews, Contractor shall notify the Generator of Recycling requirements.

1627 G. **Notification of Improper Setout.** Contractor shall notify Customers and their Property Managers (if
1628 applicable) who fail, or whose residents or employees fail, to follow the posted instructions. In cases
1629 of extreme or repeated failure to comply with the instructions, Contractor shall notify the City
1630 Contract Manager of Customers that are repeat offenders.

1631 H. **Reporting.** Pursuant to Sections 6.3.2 and 6.3.3, Contractor shall provide reports to the City Contract
1632 Manager documenting its efforts to promote Compostable Collection services to Commercial
1633 Customers, site visits performed, number of Customers participating, etc.

1634 I. **Internal Compostable Bins.** Upon the Customer’s request, Contractor shall offer Commercial
1635 Customers “slim jim” style Compostables storage bins for use by the Customer inside their Premises
1636 to store Compostables prior to placement of the materials in the outdoor Containers to be serviced
1637 by Contractor. Up to three (3) internal Compostable storage bins shall be provided at no cost to the
1638 Customer. Contractor shall promote the availability of the internal Compostable storage bins during
1639 the site visits with the Owner or Property Manager, and through other Commercial public education
1640 efforts required by Exhibit C. Contractor shall purchase a sufficient number of Compostable storage
1641 bins to maintain an inventory of bins so that upon a Customer’s request, Contractor can deliver the
1642 Compostables storage bin(s) to the Commercial Premises within two (2) weeks of request. Each
1643 Compostables storage bin shall be accompanied by a flyer describing the Compostables program
1644 requirements.

1645 The Compostable storage bins shall have approximately 23 gallons of capacity and be constructed of
1646 durable plastic with a minimum recycled content of 30 percent. Contractor must submit the
1647 Compostables storage bin order (including material and design specifications, colors, and
1648 identification marks) to City Contract Manager for City Contract Manager’s written approval prior to
1649 submitting the order to the manufacturer.

1650 J. **Edible Food Recovery Program.** Contractor shall, upon request by the City Contract Manager,
1651 participate in a regional food recovery working group in cooperation with jurisdictions, Food Recovery
1652 Organizations, and haulers within the Tri-Valley (i.e., the cities of Livermore, Pleasanton, and Dublin)
1653 and/or Alameda County. Contractor shall support the City and working group through participation in
1654 coordination meetings and dissemination of information about food recovery opportunities to
1655 Customers.

- 1656 **5.4.4 Christmas Tree Pickup**
- 1657 A. **Single-Family Customers.** Contractor shall offer to each Single-Family Customer Curbside Collection
1658 of Christmas trees during the first and second weeks of the year beginning on the Monday following
1659 New Year’s Day. In the event New Year’s Day is a Monday, Christmas tree Collection shall commence
1660 on Tuesday following New Year’s Day and continue for two (2) weeks. Christmas trees shall be
1661 Collected on the Customer’s regular Collection day during the designated week. Customer
1662 notification requirements are specified in the public education plan, Exhibit C.
- 1663 B. **Multi-Family Customers**
- 1664 1. Multi-Family properties will receive a free Collection of Christmas trees during the first and
1665 second weeks of the year beginning on the Monday following New Year’s Day as scheduled by
1666 Contractor and the Property Manager or resident. In the event New Year’s Day is a Monday,
1667 Christmas tree Collection shall commence on Tuesday following New Year’s Day and continue
1668 for five (5) Business Days.
- 1669 2. Contractor will coordinate with the Property Manager and the Property Manager will inform
1670 their residents when the Christmas tree pick up will occur.
- 1671 3. Contractor will create outreach documents to assist the Property Managers with program
1672 requirements consistent with Section 5.17 of the Agreement. The Contractor shall provide
1673 signage for the drop off location that assists Person in readily identifying the site as the
1674 Christmas tree drop off locations and signage with instructions for placing the trees and the
1675 types of items that are prohibited (e.g., flocked trees, trees with decorations, etc.).
- 1676 C. **Cooperation with Boy Scouts of America.** Contractor shall work cooperatively with the Boy Scouts of
1677 America organization or other organizations identified by the City Contract Manager to Collect and
1678 Process Christmas trees dropped off at a location selected by these organizations in the City.
- 1679 D. **Diversions Requirement.** Christmas trees shall be Recycled, Composted or used as mulch or a slope
1680 stabilization material, in a manner to count as Diversion in accordance with the Act with the exception
1681 of trees that are flocked, contain tinsel, or other decorations, which shall be Collected and Disposed
1682 by Contractor.

1683 **5.5 City Facilities and Events Collection**

1684 **5.5.1 City Facilities, Park District, City-Sponsored Events, and Temporary Homeless**
1685 **Encampments**

1686 Contractor shall provide Solid Waste, Recyclable Materials, and Compostable Materials Collection,
1687 Processing and Disposal services for City Facilities, Livermore Area Recreation and Park District locations,
1688 City Sponsored Events, and Temporary Homeless Encampments as described in Exhibits A and
1689 B. Contractor shall provide and maintain Collection Containers with the exception of public litter and
1690 public Recycling cans, which shall be provided and maintained by the City. Material Collected from the
1691 public litter and public Recycling cans listed in Exhibit A shall be sorted after Collection to Divert Recyclable
1692 and Compostable Materials, except for materials Collected from Temporary Homeless
1693 Encampments. Contractor may integrate Collection of City facilities with other Collection services
1694 provided that Contractor estimates Tonnage Collected from City facilities separately from other

1695 Customers. Contractor will separately track materials Collected from Temporary Homeless Encampments
1696 and report tons Collected as part of the Monthly Report requirements described in Section 6.3.2.

1697 At the direction of the City Contract Manager, Contractor shall place Containers for the purposes of
1698 Collecting Solid Waste and Bulky Items generated from Temporary Homeless Encampments around the
1699 City. Contractor will place Containers is a location that is accessible to Collection vehicles and residents
1700 of Temporary Homeless Encampments. Containers will be placed for a minimum of 24 hours at the
1701 Temporary Homeless Encampments Collection locations, but may be left for a period not to exceed seven
1702 (7) days at the discretion of the City Contract Manager. All Solid Waste and Bulky Items Collected by
1703 Contractor will be transported to the Approved Disposal Site, with the exception of Excluded Waste or
1704 Hazardous Waste.

1705 Contractor shall work cooperatively with the City Contract Manager to annually survey City Facilities to
1706 determine appropriateness of service and shall adjust Container size, frequency of service and type of
1707 service if appropriate. In addition, Contractor shall assist the City Contract Manager in developing a
1708 strategy for increasing Recycling activities and Recycling participation levels of visitors and Commercial
1709 Customers in the City's downtown area.

1710 The services provided to Temporary Homeless Encampments may be billed to the City at the current
1711 Government Rates listed in Exhibit H, not-to-exceed \$9,000 in Rate Period 11 (FY 20-21), and the cost of
1712 providing any additional City approved services to Homeless Encampments greater than this amount in
1713 any Rate Period, shall be an allowable expense that shall be recovered through Contractor's
1714 Compensation. The City Contract Manager will determine whether the cost of services will either be billed
1715 to the City or treated as an allowable expense that may be recovered through Contractor's
1716 Compensation. The other services required by this Section shall be provided at no charge to the City, but
1717 the cost of providing them shall be an allowable expense that may be recovered through Contractor's
1718 Compensation.

1719 **5.5.2 Large Events and Venues**

1720 Contractor shall offer Solid Waste, Recyclable Materials, and Compostable Materials Collection services
1721 for all events (e.g., fairs, festivals, etc.) and venues in the City. In addition, Contractor shall offer Food
1722 Scraps Collection to the events and venues and provide the service to Customers at City-approved Rates
1723 on the Rate Schedule in Exhibit H.

1724 Contractor shall provide the Solid Waste and Recyclable Collection services to all events (listed in Exhibit
1725 B) each calendar year for no additional compensation. Contractor shall provide Collection to additional
1726 special events at City-approved Rates on the Rate Schedule in Exhibit H.

1727 Large venues requiring regularly scheduled Collection services shall be serviced as Commercial Customers
1728 and offered the full range of Commercial Collection services described in this Agreement at City-approved
1729 Rates on the Rate Schedule in Exhibit H.

1730 For Large Events and venues with periodic Collection needs, Contractor shall provide Solid Waste,
1731 Recyclable Materials, and Compostable Materials as requested by the event or venue organizer. Services
1732 provided by Contractor shall include delivery of Collection Containers prior to the Commencement of the
1733 event and removal of Collection Containers at the end of the event. Contractor shall provide staff during
1734 events to: (i) maintain and empty Collection Containers, (ii) provide outreach, (iii) coordinate with event
1735 organizers and other event participants and volunteers, and (iv) collect data for reporting purposes.

1736 Contractor shall develop a Large Event and venue recycling protocol and guidelines within six months of
1737 Commencement.

1738 Contractor shall make available Carts, Bins and Drop Boxes and cardboard event boxes. The number and
1739 size of Containers shall be sufficient to allow convenient Collection of Solid Waste, Compostables, and
1740 Recyclable Materials for event participants. If the event coordinator determines that additional
1741 Containers are necessary, Contractor shall promptly deliver the requested number of additional
1742 Containers. Carts provided shall be equipped with special lids with drop in slots that minimize
1743 contamination of Recyclable and Compostable Materials. Contractor shall arrange the Container delivery
1744 and pick-up schedule with the event organizer.

1745 All Solid Waste, Recyclable Materials, and Compostable Materials Collected from events and venues shall
1746 be delivered to the Approved Facilities as appropriate.

1747 Contractor shall work cooperatively with events and venues that are classified as Large Events and Large
1748 Venues by AB 2176 to assist such events and venues in complying with requirements of AB 2176. As of
1749 the Effective Date of this Agreement, the City estimates that one event, the Livermore Downtown Street
1750 Fest, may qualify as a Large Event and one or two venues may qualify as Large Venues. Contractor shall
1751 assist Large Events and Venues organizers in meeting AB 2176 requirements by offering Recyclables
1752 Collection and Compostables Collection services at no cost to the Customer.

1753 **5.6 Provision of Service to Schools**

1754 If a public or private school (other than schools that are part of the Livermore Valley Joint Unified School
1755 District as described in Section 6.21) requests Solid Waste, Recyclable Materials, or Compostable
1756 Collection services, Contractor shall provide such services in accordance with the Collection requirements
1757 pursuant to Sections 5.2.6, 5.3.3, and 5.4.3. Contractor shall charge the school at Rates that do not exceed
1758 the City-approved Rates for Commercial Customers on the Rate Schedule in Exhibit H.

1759 **5.7 Construction and Demolition Debris Collection**

1760 Contractor shall offer and provide Construction and Demolition Debris (C&D) Collection services to any
1761 Customer requesting such service. C&D Collection service shall be a temporary service, provided only at
1762 sites where construction, alteration, remodeling, repair, or demolition operations are being performed.
1763 Contractor shall Collect C&D from Customers that have requested C&D Collection service as frequently as
1764 scheduled by Customer up to six (6) days per week, but not less than one (1) day per week. Contractor
1765 shall provide Drop Boxes for C&D Collection and shall place Drop Boxes in locations determined by the
1766 Customer or construction site manager. Contractor shall require that all Customers receiving C&D
1767 Collection service under this Agreement are provided a Container for non-C&D Solid Waste.

1768 Contractor shall work with the Customer to provide Collection services that result in a minimum of
1769 seventy-five percent (75%) of the Collected C&D being Diverted to comply with C&D Diversion
1770 requirements established by Applicable Law. C&D Diversion may occur with the use of Source Separated
1771 Containers for Recyclable Materials and/or Compostable Materials or through sorting at the Approved
1772 C&D Facility. Contractor Billings to C&D Customers shall include two components: a "per-pull" charge to
1773 Transport the Drop Box to an Approved Facility, and a charge for the cost of Disposal or Processing

1774 calculated on a per-Ton basis for actual Tons delivered to the Approved Facility. Such Billing shall be at
1775 the City-approved Rates for such service.

1776 Contractor shall Transport all C&D Collected under this Agreement to the Approved C&D Processing Site
1777 for Processing. Contractor shall pay all tipping fees and other costs associated with Transporting,
1778 Processing, and/or Disposal of C&D.

1779 Contractor shall observe and comply with all regulations in effect at the Approved C&D Processing Site
1780 and cooperate with and take direction from the operator thereof with respect to delivery of C&D.

1781 **5.8 Abandoned Solid Waste Collection**

1782 **5.8.1 General**

1783 Contractor shall Collect Solid Waste and Bulky Items abandoned by Generators in the City. Contractor
1784 shall dispatch a truck to Collect abandoned materials at locations in the City identified by Contractor or at
1785 locations identified by the City Contract Manager. In instances when the Contractor has received a verbal
1786 or written request from the City Contract Manager to Collect abandoned waste at a specific location,
1787 Contractor shall Collect abandoned waste from such location within forty-eight (48) hours of receiving the
1788 verbal or written request unless special circumstances warrant a longer period, in which case Contractor
1789 shall notify the City Contract Manager of such circumstances and the need for additional time to Collect
1790 materials within twenty-four (24) hours of the City Contract Manager's verbal or written notice to Collect
1791 abandoned waste. Contractor shall be responsible for Collection, Transportation, and Disposal of such
1792 material and City shall pay for actual, documented Disposal Costs. Contractor shall record the date, time,
1793 location, and description of material Collected including estimated volume of such material; location
1794 where such material was Disposed; and cost of Disposal. Copies of receipts from the Approved Disposal
1795 Site for Disposal of abandoned Solid Waste shall be made available by Contractor upon request by the
1796 City Contract Manager. Tonnage of material Collected shall be separately recorded and reported to the
1797 City Contract Manager on a quarterly basis in accordance with reporting requirements stated in Section
1798 6.3.3.

1799 **5.8.2 Shopping Carts**

1800 Unless otherwise prohibited by law, the Contractor's obligations under this Section shall include the
1801 Collection and Recycling or Disposal of all unmarked shopping carts from City limits. Such requirement
1802 shall specifically exclude removal of shopping carts that (i) have a sign or other form of marking
1803 permanently affixed to it if that identifies the Owner of the cart or the retailer, or lists a valid telephone
1804 number or address for returning the shopping carts to the Owner or retailer of such shopping cart; or (ii)
1805 are otherwise covered by Section 22435.7 of the California Business and Professional Code or Section 8.18
1806 of the City's Municipal Code.

1807 **5.9 Community Garage Sale Event**

1808 Contractor shall work with the City Contract Manager to plan an annual community garage sale event to
1809 encourage residents to sell their unused or unwanted items for reuse by others. Contractor shall advertise
1810 and promote the community garage sale event in the local newspaper as well as develop and make

1811 available garage sale “kits” that shall be distributed along with advertisement(s) in the local newspaper.
1812 Contractor shall also post information on its website in the form of a banner with a link connecting to the
1813 City’s site, and will coach customer service representatives in the correct response to frequently asked
1814 questions. The date of the community garage sale event and all advertisements or public announcements
1815 related to such event shall be approved by the City Contract Manager. Contractor shall be responsible to
1816 provide a minimum of seven (7) days advance notification of the date of the community garage sale to
1817 Re-Use Vendors in the City so they may be prepared for an influx of donations of unsold or unwanted
1818 items immediately following the community garage sale event. Contractor shall not be required to Collect
1819 or Dispose of any unsold or unwanted items for the community garage sale event. During the week
1820 following the community garage sale event, Contractor shall remove and Recycle garage sale signs posted
1821 by Residents in public right-of-ways (e.g., on sign posts, in roadway medians, etc.).

1822 In accordance with Section 6.3.2.I, Contractor shall provide a report to the City Contract Manager
1823 following the garage sale event summarizing their outreach efforts, number of garage sale kits distributed,
1824 and estimated number of garage sales held (including location of households, if possible).

1825 **5.10 E-Waste and U-Waste Collection**

1826 **5.10.1 On-Call E-Waste Collection**

1827 In addition to Collection of E-Waste during on-call clean-up services, Contractor shall offer Single-Family,
1828 Multi-Family, and Commercial Customers on-call E-Waste Collection upon Customer request at City-
1829 approved Rates on the Rate Schedule in Exhibit H.

1830 **5.10.2 Single-Family Cell Phone and Household Battery Collection**

1831 Contractor shall provide weekly Collection of cell phones and household batteries from Single-Family
1832 Customers on the same day as Solid Waste, Recyclables, and Compostable Materials are Collected from
1833 the Customers. The Collection shall be performed Curbside or at designated location for townhomes,
1834 condominiums, or attached Single-Family Premises and disabled and paying back yard/side yard
1835 Customers.

1836 Contractor shall instruct Customers to place cell phones and household batteries in plastic disposable
1837 resealable zipper bags on top of the Recycling Cart. When the driver of a Recycling Collection vehicle
1838 sees a cell phone/battery set-out, the driver will dismount the vehicle at that stop and retrieve the item(s),
1839 placing them in a dedicated container in a rack mounted on the truck body. Drivers will further utilize the
1840 opportunity this creates to perform a visual check of the Recycling Cart contents. Should contamination
1841 be observed, the driver will complete a Corrective Action Notice. If contamination is minor, the driver will
1842 Collect the materials and the notice will be left as a courtesy to help educate the resident. If contamination
1843 is unacceptably high, the notice will be used to communicate the reasons for non-Collection and steps to
1844 take to properly prepare the set-out. Contractor shall arrange for Recycling of cell phones and batteries.

1845 **5.11 Hazardous Waste**

1846 If Contractor determines that material placed in any Container for Collection is Hazardous Waste,
1847 Designated Waste, or other material that may not legally be Disposed of at a Disposal Site or

1848 handled at a Processing Site or presents a hazard to Contractor's employees, the Contractor shall
1849 have the right to refuse to accept such material. However, Contractor shall accept: Used Motor
1850 Oil and Filters placed by Generator for Collection as a Recyclable Material; E-Waste accepted
1851 from an on-call E-Waste Collection or through an On-Call Single-Family Clean-Up Service. The
1852 Generator will be contacted by the Contractor and requested to arrange proper Disposal. If the
1853 Generator cannot be reached immediately, the Contractor shall, prior to leaving the Premises,
1854 leave a tag at least 2 inches by 6 inches which lists the phone number for the Alameda County
1855 Household Hazardous Waste program, indicating the reason for refusing to Collect the material.
1856 If the material could possibly result in imminent danger to people or property, the Contractor
1857 shall notify the Livermore/Pleasanton Fire Department using the 911 emergency number as soon
1858 as possible.

1859 The Contractor shall notify the City Contract Manager within 24 hours of the Contractor's discovery
1860 of any Hazardous Waste left at any Premises.

1861 If Hazardous Waste is delivered to an Approved Facility by Contractor before its presence is
1862 detected and the Generator cannot be identified or fails to remove the material after being
1863 requested to do so, the Contractor shall arrange for its proper Disposal. The Contractor shall
1864 make a good faith effort to recover the cost of Disposal from the Generator, and the cost of this
1865 effort, as well as the cost of Disposal shall be chargeable to the Generator. The Contractor shall
1866 be entitled to include the costs incurred under this Section as an operating expense for purposes
1867 of compensation under Article 8 and shall include all sums recovered by it from Generators as
1868 "Other Income."

1869 **5.12 Transportation of Collected Materials**

1870 Contractor shall Transport all Solid Waste, Recyclable Materials, and Compostable Materials Collected
1871 under this Agreement to the Approved Facilities. Contractor shall maintain accurate records of the
1872 quantities of Solid Waste, Recyclable Materials and Compostable Materials Transported to the Approved
1873 Facilities and will cooperate with City Contract Manager in any audits or investigations of such quantities.

1874 Contractor has established and shall maintain for the term of the Agreement, a Transfer operation where
1875 Recyclable Materials and Compostable Materials are unloaded from Collection vehicles and loaded into
1876 large-capacity vehicles. After loading the materials into large-capacity vehicles, Contractor shall Transport
1877 materials to the Approved Recyclables Processing Site and Approved Composting Site. Contractor shall
1878 be responsible for all site acquisition or leasing costs, site permitting and development costs, construction
1879 costs, and other costs related to the development and operation of the Transfer operations as further
1880 described in Section 5.21. If the Contractor is unable to use said facility then the Contractor shall be
1881 responsible for making other Transportation arrangements. In such event, Contractor shall not be
1882 compensated for any additional costs. If the Contractor plans to change its Transfer method, Contractor
1883 shall obtain written approval from the City prior to making the change.

1884 Any and all Transfer, Processing, and other material handling activities performed in the City shall occur
1885 in an enclosed facility and areas used for parking, vehicle access, and operations shall be paved. A site in

1886 the City used for material handling activities of any kind will be subject to the City's strict development
1887 permit review process.

1888 **5.13 Disposal and Processing of Collected Materials**

1889 **5.13.1 Solid Waste Disposal**

1890 Contractor shall Transport to and Dispose of all Solid Waste Collected under this Agreement at the
1891 Approved Disposal Site, which is selected and approved by City. Unless and until City otherwise approves,
1892 the Approved Disposal Site shall be the Vasco Road Landfill in unincorporated Alameda County, California.
1893 All costs associated with Transporting and Disposing Solid Waste shall be paid by Contractor and may be
1894 recovered through Contractor's Compensation in accordance with Article 8.

1895 If the Contractor expects, during the Term of this Agreement, to be prevented from delivering Solid Waste
1896 to the Approved Disposal Site, it shall notify the City Contract Manager immediately. Contractor shall
1897 then identify alternative Disposal Sites and evaluate each. Such evaluation shall include the Disposal fee,
1898 Transportation cost, permit status, any known permit enforcement proceedings and any other criteria
1899 used by the Contractor in recommending alternative Disposal Sites. Contractor shall then present its
1900 recommendation and evaluation of alternatives described above to City Contract Manager. City shall
1901 either approve the Contractor's recommended Disposal Site or identify an alternative Disposal Site.
1902 Contractor will thereafter Dispose of Solid Waste at the alternative Disposal Site approved by the City.

1903 Contractor shall cooperate with the operator of the Approved Disposal Site and comply with the
1904 operator's requirements such as how and where to unload Collection vehicles, respecting operations and
1905 construction of new facilities, cooperating with the operator's Hazardous Waste Exclusion Program,
1906 following scale house weighing and recording keeping processes, and other guidelines established for
1907 facility users. Contractor shall plan its Collection routes to be compatible with the Approved Disposal
1908 Site's operating hours, which shall be, at a minimum, Monday through Friday from 6:00 a.m. to 5:00 p.m.
1909 and Saturday from 6:00 a.m. to 4:30 p.m.

1910 **5.13.2 Recyclables Processing**

1911 A. **General.** Contractor agrees to Transport and deliver all Source Separated Recyclable Materials it
1912 Collects in the City to the Approved Recyclables Processing Site. Contractor shall pay all costs
1913 associated with Transfer (if applicable), Transporting, Processing, Composting and marketing
1914 Recyclable Materials. Residue from the Recyclable Materials shall be Disposed of by Contractor or
1915 the Processing Site Subcontractor at a Disposal Site selected by Contractor or the Processing Site
1916 Subcontractor. Any and all Transfer, Processing, and other material handling activities performed in
1917 the City shall occur in an enclosed facility and areas used for parking, vehicle access, and operations
1918 shall be paved. A site in the City used for material handling activities of any kind will be subject to the
1919 City's strict development permit review process.

1920 B. **Processing Arrangements.** Contractor shall secure sufficient capacity to Process Recyclable Materials
1921 Collected under this Agreement and cause the Approved Recyclables Processing Site to Process and
1922 market the Recyclable Materials. Contractor shall provide the City Contract Manager, upon request,
1923 with:

1924 1. Documentation demonstrating the availability of such capacity; and,

1925 2. Name, address and Owner/operator of any Transfer Station used to deliver materials to such
1926 site.

1927 Contractor shall guarantee a Residue level of twenty percent (20%) or less, where the Residue level
1928 shall be calculated as 100 multiplied by the monthly Tonnage of Processing Residue requiring Disposal
1929 divided by the total monthly Tonnage of Recyclable Materials Collected (e.g., the incoming Tons
1930 received by the Approved Recyclables Processing Site). Should the Contractor find that the Residue
1931 level exceeds this amount, it shall not constitute a breach or default by Contractor but Contractor
1932 shall notify City Contract Manager, and Contractor and City Contract Manager shall meet and confer
1933 regarding the appropriate measures to obtain compliance in the future.

1934 Contractor shall keep all existing permits and approvals necessary for use of the Recyclable Materials
1935 Processing Site(s) in full regulatory compliance or confirm that the Owner or operator of such facility
1936 does so. Contractor shall, upon request, provide copies of permits and/or notices of violation of
1937 permits to the City Contract Manager.

1938 Contractor may change its selection of the Approved Recyclables Processing Site following City's
1939 written approval, but Contractor shall not be compensated for any increased Transportation and
1940 Processing costs. Contractor will bear any increased Transportation and Processing costs associated
1941 with a Contractor-initiated change in the Approved Recyclables Processing Site. In such case,
1942 Contractor shall guarantee the same net Processing Cost specified in Exhibit I1 or shall increase the
1943 net Processing Costs (if the amount is a net revenue) associated with the use of Processing site(s)
1944 different from the Approved Recyclables Processing Site. If Contractor elects to use a Recyclables
1945 Processing Site(s) that is different than the Approved Recyclables Processing Site, it shall request
1946 written approval from the City Contract Manager sixty (60) calendar days prior to use of the site and
1947 obtain the City's written approval no later than ten (10) calendar days prior to use of the site.

1948 Below is information about the Approved Recyclables Processing Site selected by the Contractor:

1949 Facility Name: Aladdin Materials Recovery Facility
1950 Owner: Alameda County Industries, LLC
1951 Operator: Alameda County Industries, LLC
1952 Address: 610 Aladdin Avenue, San Leandro, California 94577
1953 Contact Person and telephone number: Operations Manager, 510/357-7282

1954 Method of allocating Recyclable Materials Diverted by materials type and Processing Residue to
1955 Contractor and the City: The allocation method, for purposes of reporting to the State of California,
1956 shall be the method described in AB 901, and shall be certified by an authorized personnel or officer
1957 of that Approved Recyclable Processing Site Owner or operator. The allocation method, for purposes
1958 of determining Recycling Residue to the City shall be as described herein, and shall be certified by an
1959 authorized personnel or officer of that Approved Recyclables Processing Site Owner or operator.

1960 Contractor shall Collect Recyclable Materials generated in the City in Collection Vehicles separately
1961 from other Recyclable Materials generated outside the City, except as provided in Sections 6.20 and
1962 6.21, and shall weigh each vehicle so that the Tonnage of Recyclable Materials can be documented
1963 on a per-load basis with supporting documentation (such as a certified weight ticket or tag).
1964 Periodically, the Contractor shall review its marketing records to calculate the volume of Recyclable
1965 Materials received at the Approved Recyclable Materials Processing Site and marketed to determine
1966 the percentage of various Recyclable Materials (e.g., glass, newspaper, cardboard, PET, HDPE,

1967 aluminum, etc.) and the City's Residue level. The percentages determined from the review of
1968 marketing records shall be used to allocate the total Tonnage Collected in the City into various
1969 categories of Recyclable Materials and Residue. Contractor shall report Tonnage and Residue level in
1970 accordance with monthly and quarterly reporting requirements in Sections 6.3.2.B and 6.3.3.B.

1971 If Contractor is unable to use the Approved Recyclables Processing Site due to an emergency or
1972 sudden unforeseen closure of the Approved Recyclables Processing Site, Contractor may use an
1973 alternative Processing Site provided that the Contractor provides verbal and written notice to the City
1974 Contract Manager and receives written approval from the City Contract Manager at least twenty-four
1975 (24) hours prior to the use of an alternative Processing Site. The Contractor's written notice shall
1976 include a description of the reasons the Approved Recyclables Processing Site is not feasible and the
1977 period of time Contractor proposes to use the alternative Processing Site. Contractor shall not be
1978 compensated for any increased Transportation and Processing costs and shall guarantee the net
1979 Processing Cost specified in Exhibit G or shall increase the net Processing Costs (if net revenues)
1980 associated with the use of Processing site(s) different from the Approved Recyclables Processing Site,
1981 with the exception that if the ability to use the Approved Recyclables Processing Site occurs due to
1982 one or more conditions defined in Section 8.4.A as an eligible item for special rate review such as a
1983 Change in Law, flood, earthquake, other acts of nature, war, civil insurrection, riots, acts of any
1984 government agency (including judicial action), or other similar catastrophic events that are beyond
1985 the control of and not the fault of the Contractor. In such case, the special rate review process may
1986 be initiated to assess the need to use an alternative Processing Site and/or cost impacts. If the
1987 alternative Processing Site is located in the City, the material handling and Processing operations shall
1988 occur in an enclosed facility and areas used for parking, vehicle access, and operations shall be paved.

1989 **C. Transport.** The Contractor is responsible for Transporting Collected Recyclable Materials to the
1990 Approved Recyclables Processing Site. Contractor plans to Transfer materials (at the Contractor's
1991 Livermore yard) from Collection vehicles into large-capacity Transfer vehicles and then haul the
1992 materials to the Approved Recyclables Processing Site. The Contractor plans to back-haul the
1993 materials in Transfer vehicles that will also haul Solid Waste generated in San Leandro from the
1994 Approved Recyclables Processing Site's related Transfer operations to the Vasco Road Landfill. If the
1995 Contractor plans to change its Transport method, Contractor shall obtain written approval from the
1996 City prior to making the change; pay all costs; and shall not be reimbursed for any additional costs.
1997 The City shall approve the Transport method, and the duration the Transport method is expected to
1998 remain in use.

1999 **D. Marketing.** The Contractor shall be responsible for marketing Recyclable Materials that Contractor
2000 Collects in the City, including materials Collected during On-Call Single-Family Clean-Up Services, On-
2001 Call Multi-Family Clean-Up Service, and on-call Bulky Item/E-Waste Collection. Contractor shall be
2002 compensated by the end users/marketplace for such Recyclable Materials at no less than fair market
2003 value.

2004 Contractor shall obtain from the Approved Recyclable Materials Processing Facility operator a
2005 marketing plan demonstrating that Recyclable Materials will not be Disposed. The plan, which shall
2006 be approved by City Contract Manager or his/her designee, shall be in place on or before the
2007 Commencement Date of this Agreement. The marketing plan shall fully describe the Contractor's
2008 marketing methods and approach, targeted primary and contingent markets, pricing policy and
2009 assumed salvage value for each Collected type of Recyclable Material products, and contingency plans
2010 when market conditions are severe.

2011 Upon request, Contractor shall provide proof to the City Contract Manager that all Recyclable
2012 Materials Contractor Collects in the City are marketed for Recycling or reuse in such a manner that
2013 materials shall be considered as Diverted in accordance with the State regulations established by the
2014 Act. All Residual material from the Processing activities that is not marketed for use shall be
2015 accounted for as Disposal Tonnage at a permitted Disposal Site. No Recyclable Materials shall be
2016 transported to a domestic or foreign location if Solid Waste Disposal of such material is its intended
2017 use.

2018 Annually, the Contractor shall update its marketing plan and submit it to the City Contract Manager
2019 for approval pursuant to Section 6.4.9. Contractor shall provide City Contract Manager with a list of
2020 broker/buyers it has used during the preceding twelve (12) months, if requested by City Contract
2021 Manager. If Contractor becomes aware that a broker or buyer has illegally handled or Disposed of
2022 material generated by the City or elsewhere, Contractor shall immediately inform the City Contract
2023 Manager and terminate its contract or working relationship with such party.

2024 **E. Reporting.** Contractor shall provide reports on Recyclables Processing as required by Sections 6.3.2,
2025 6.3.3, and 6.4.

2026 **F. Residue Disposal.** Residue from the Processing of Source Separated Recyclable Materials Collected
2027 under this Agreement at the Approved Recyclables Processing Site, which cannot be marketed, shall
2028 be Disposed of by Contractor, or the Approved Recyclables Processing Site. Residue delivered for
2029 Disposal shall not include any Excluded Waste.

2030 **G. Marketability of Recovered Materials.** Contractor acknowledges that City places great importance on
2031 Contractor's ability to recover resources, including but not limited to Recyclable Materials from the
2032 Solid Waste stream through the programs and services performed under this Agreement. City
2033 acknowledges that doing so requires Contractor to engage in marketing such recovered resources on
2034 the open market, which involves complex global commodities that Contractor has little influence over,
2035 and to store such recovered resources prior to marketing in accordance with its facility permits and
2036 to assure public health and safety. Under most market conditions, including periods of severely
2037 depressed and even negative value, Contractor shall market such resources to ensure that they are
2038 recycled into the productive economy.

2039 In the event that Contractor encounters market challenges including, but not limited to, significant
2040 changes in pricing, market availability, or quality standards for Recyclable Materials marketed under
2041 this Agreement, Contractor shall notify City Contract Manager in writing within five (5) Business Days
2042 of the nature of the market challenge and the Contractor's plans for addressing the challenge.
2043 Contractor shall provide City Contract Manager with updates on the market challenges at least every
2044 twenty (20) Business Days thereafter until Contractor determines that the concern has been resolved.

2045 In the event that the market challenge results in a lack of market demand for Recyclable Materials
2046 marketed under this Agreement, Contractor may request relief from the City as set forth below. A lack
2047 of market demand shall mean that Contractor cannot reasonably find a market for the productive use
2048 of the subject material at any value, positive or negative. Within one (1) Business Day of Contractor's
2049 first knowledge of the lack of markets, Contractor shall notify the City Contract Manager via telephone
2050 and email with a written notice to follow, such notice to include Contractor's best estimate of the
2051 time when its remaining capacity to store such materials under the terms of its facility permits (the
2052 "Storage Capacity") will expire. Contractor and City Contract Manager shall meet and confer at the

2053 earliest mutually convenient opportunity to discuss the market conditions. In such case Contractor
2054 shall have the burden of proving its good faith efforts to identify markets for the subject material and
2055 shall present to City Contract Manager any information available to Contractor about the status of
2056 primary and alternative markets for the material, pricing histories, and any other information which
2057 may be helpful to the City in making a finding about the Contractor's need for relief. Contractor shall
2058 also provide the City Contract Manager with written notice when the Storage Capacity for the
2059 materials in question has declined to thirty percent (30%) of normal Storage Capacity, setting forth
2060 the estimated number of days when no Storage Capacity will remain. The City Contract Manager shall
2061 make a reasonable finding that a market demand either does or does not exist, based on the
2062 information presented and any other information available, within twenty (20) days after the Parties
2063 meet and confer or, if sooner, before the date when no Storage Capacity remains. If the City
2064 reasonably determines that a market demand does exist, Contractor shall be required to continue to
2065 market all materials as required under this Agreement. If the City reasonably determines that a market
2066 demand does not exist, City may simultaneously identify a productive, non-Disposal outlet for the
2067 subject material. If the City is able to so identify such an outlet and such outlet does not exceed the
2068 pricing limitation described in this section, Contractor shall deliver the subject material to that outlet.
2069 If the City is unable to so identify an outlet, City shall authorize Contractor to temporarily Dispose of
2070 the subject material. In such case, Contractor and City Contract Manager shall review the status of
2071 the markets at a frequency established by the City Contract Manager until such time as the market
2072 demand returns or City reasonably determines that the review process may be discontinued.
2073 Additionally, in the event that the City reasonably determines that a market demand does not exist,
2074 the City shall have the opportunity to take physical possession of some or all of the subject material
2075 from Contractor's facility, in order to market or otherwise Dispose of such materials through other
2076 channels or processes.

2077 In the event that the market challenge results in a significant change in pricing for any materials
2078 Processed under this Agreement, Contractor may request relief from the City as set forth below. A
2079 significant change in pricing shall mean a reduction in market value such that the market cost, on a
2080 per ton basis, of sending the subject material to a non-Disposal market, including Transportation
2081 costs, exceeds two hundred percent (200%) of the then-current Disposal tipping fee under this
2082 Agreement. Processing costs which are described in and subject to the adjustment provisions of
2083 Section 2 and 3 of Exhibit I1 shall be excluded from this calculation (except for Transportation costs
2084 as set forth in the preceding sentence). For example, if the Processing cost was \$135 per ton and
2085 Disposal cost was \$50 per ton, then a reduction in market cost of sending the material to a non-
2086 Disposal market would be @\$100 per ton plus the incursion of the \$135 per ton Processing cost to
2087 the Contractor for a total of \$235. Within five (5) Business Days of Contractor's first knowledge of the
2088 significant change in pricing, Contractor shall notify the City Contract Manager via telephone and
2089 email with a written notice to follow. Contractor shall also provide the City with written notice when
2090 the Storage Capacity for the materials in question has declined to thirty percent (30%) of normal,
2091 setting forth the estimated number of days when no Storage Capacity will remain. Contractor and City
2092 Contract Manager shall meet and confer at the earliest mutually convenient opportunity to discuss
2093 the market conditions. In such case Contractor shall have the burden of proving its good faith efforts
2094 to identify higher value markets for the subject material and shall present to City Contract Manager
2095 any information available to Contractor about the status of primary and alternative markets for the
2096 material, pricing histories, and any other information which may be helpful to the City in making a
2097 finding about the Contractor's need for relief. The City shall make a reasonable finding that a
2098 significant change in pricing has or has not occurred, based on the information presented and any
2099 other information available, within twenty (20) days after the parties meet and confer or, if sooner,

2100 before the date when no Storage Capacity remains. If the City reasonably determines that a significant
2101 change in pricing has not occurred, Contractor shall be required to continue to market all materials as
2102 required under this Agreement. If the City reasonably determines that a significant change in pricing
2103 has occurred, City shall simultaneously either: 1) authorize the Contractor to send the materials to
2104 market at the significantly reduced value and agree to compensate the Contractor for any amount,
2105 including Transportation costs, that exceeds two hundred percent (200%) of the Disposal tipping fee
2106 plus the cost of Processing; or 2) identify an alternate, productive, non-Disposal outlet for the subject
2107 material at a value, including Transportation costs, less than two hundred percent (200%) of the
2108 Disposal tipping fee plus the cost of Processing. Contractor shall follow City's direction if either of
2109 those options is elected. If the City is unable to identify an outlet and unwilling to compensate
2110 Contractor for the significant change in price, including Transportation costs, beyond two hundred
2111 (200%) of the Disposal tipping fee plus the cost of Processing, City shall authorize Contractor to
2112 temporarily Dispose of the subject material. In such case, Contractor and City Contract Manager shall
2113 review the status of the markets at a frequency established by the City Contract Manager until such
2114 time as the market demand returns or City reasonably determines that the review process may be
2115 discontinued.

2116 Notwithstanding any other provision of this Section, Contractor shall not Dispose of any material prior
2117 to receiving written City authorization to do so and, as necessary and appropriate under the
2118 circumstances, Contractor may also be required by the City to secure authorization from StopWaste
2119 and/or CalRecycle and/or other relevant regulatory entities.

2120 In the event that City authorizes Disposal of materials under this Agreement related to the provisions
2121 of this section, Contractor may only Dispose of materials originating from the City in the same
2122 proportion as it Disposes of materials from other jurisdictions using the same facility. For example, if
2123 the City's materials represent 33% of the materials processed at the facility, Contractor may only
2124 Dispose of one ton of City materials for every two tons of other users' materials that are Disposed.
2125 This provision is intended to ensure that the City is treated equally in this regard with all other users
2126 of the facility.

2127 **5.13.3 Compostable Materials Processing**

2128 **A. General.** Contractor shall Transport all Compostable Materials Collected in the City to the Approved
2129 Composting Site. Contractor shall pay all costs associated with Transfer (if applicable), Transporting,
2130 Processing, Composting and marketing Compostable Materials. All Compostable Materials shall be
2131 processed for use as Compost, mulch, or soil amendment and none shall be Disposed or used as
2132 Alternative Landfill Cover. Residue from the Compostable Materials Processing and Composting
2133 activities shall be Disposed of by Contractor or the Composting Site at a Disposal Site selected by the
2134 Contractor or the Composting Site.

2135 Any and all Transfer, Processing, Composting, and other material handling activities performed in the
2136 City shall occur in an enclosed facility and areas used for parking, vehicle access, and operations shall
2137 be paved. A site in the City used for material handling activities of any kind will be subject to the City's
2138 strict development permit review process.

2139 **B. Processing Arrangements.** Contractor shall secure sufficient capacity to Process and Compost
2140 Compostable Materials Collected under this Agreement and cause the Approved Composting Site to
2141 Process, Compost, and market Compostable Materials. Promptly upon direction from City Contract
2142 Manager, Contractor shall provide City Contract Manager with documentation satisfactory to City

2143 Contract Manager demonstrating availability of Compostable Materials Processing and Composting
2144 capacity at the Approved Composting Site and any Transfer Station used to deliver materials to such
2145 site.

2146 Contractor shall keep all existing permits and approvals necessary for use of the Approved Composting
2147 Site in full regulatory compliance or confirm that the Owner or operator of such facility does so.
2148 Contractor shall, upon request, provide copies of permits and/or notices of violation of permits to the
2149 City Contract Manager.

2150 Contractor may change its selection of the Approved Composting Site following City's written
2151 approval, but the Contractor's Compensation and Rates will not be adjusted, and Contractor will bear
2152 any increased Transportation and Processing costs associated with a Contractor-initiated change in
2153 the Approved Composting Site. In such case, Contractor shall guarantee the same net Composting
2154 Cost specified in Exhibit G or shall reduce the net Composting Costs associated with the use of a
2155 Composting Site(s) different from the Approved Composting Site. If Contractor elects to use a
2156 Composting Site(s) that is different than the Approved Composting Site, it shall request written
2157 approval from the City Contract Manager or his/her designee sixty (60) calendar days prior to use of
2158 the site and obtain the City's written approval no later than ten (10) calendar days prior to use of the
2159 site.

2160 City may require Contractor to preprocess Compostable Materials in accordance with Section 4.3 City
2161 Directed Changes of this Agreement.

2162 Below is information about the Approved Composting Site selected by the Contractor:

2163 Facility Name: Blossom Valley North
2164 Owner: Recology
2165 Operator: Recology.
2166 Address: 3909 Gaffery Road, Vernalis, California 95385
2167 Contact Person and telephone number: Operations Manager, 209/545-4401

2168 Method of allocating Processing and Composting Residue to Contractor and the City: The allocation
2169 method, for purposes of reporting to the State of California, shall be the method described in AB 901,
2170 and shall be certified by an authorized personnel or officer of that Approved Composting Processing
2171 Site Owner or operator. The allocation method, for purposes of determining Recycling Residue to the
2172 City shall be as described herein.

2173 Contractor shall Collect Compostable Materials generated in the City in Collection Vehicles separately
2174 from other Compostable Materials generated outside the City, except as provided in Sections 6.20
2175 and 6.21, and shall weigh each vehicle so that the Tonnage of Compostable Materials can be
2176 documented on a per-load basis with supporting documentation (such as a certified weight ticket or
2177 tag). Periodically, the Contractor shall review Tonnage records and marketing records to determine
2178 the City's Residue level and the average percentage of products marketed from the Compost Product
2179 (e.g., Compost, mulch, soil amendment, etc.). The percentages determined from the review of
2180 Tonnage and marketing records shall be used to allocate the total Tonnage Collected in the City into
2181 various categories of Compostable Materials and Residue. Contractor shall report Tonnage and
2182 Residue level in accordance with monthly and quarterly reporting requirements in Sections 6.3.2.C
2183 and 6.3.3.C.

2184 If Contractor is unable to use the Approved Composting Site due to an emergency or sudden
2185 unforeseen closure of the Approved Composting Site, Contractor may use an alternative Processing
2186 Site provided that the Contractor provides verbal and written notice to the City Contract Manager and
2187 receives written approval from the City Contract Manager at least twenty-four (24) hours prior to the
2188 use of said alternative Processing Site. The Contractor's written notice shall include a description of
2189 the reasons the Approved Composting Site is not feasible and the period of time Contractor proposes
2190 to use the alternative Composting Site. Contractor shall not be compensated for any increased
2191 Transportation and Processing costs associated with the use of Composting Site(s) different from the
2192 Approved Composting Site, with the exception that if the inability to use the Approved Composting
2193 Site occurs due to one or more conditions defined in Section 8.4.A as an eligible item for special rate
2194 review such as a Change in Law, flood, earthquake, other acts of nature, war, civil insurrection, riots,
2195 acts of any government agency (including judicial action), or other similar catastrophic events that are
2196 beyond the control of and not the fault of the Contractor. In such case, the special rate review process
2197 may be initiated to assess the need to use an alternative Composting Site and/or cost impacts.

2198 C. **Processing Standards.** The following Processing standards shall be met by the Approved Composting
2199 Site:

- 2200 1. Pre-Processing activities shall include, at a minimum, the inspection for and removal of
2201 Hazardous Waste and removal of plastic bags which Commercial Customers used to store
2202 Compostables.
- 2203 2. Composting shall be accomplished by the use of recognized Composting methods, which have
2204 been demonstrated to be able to consistently produce stable, mature Compost Product that is
2205 suitable for general purpose use, similar to the U.S. Composting Council's Class 1 rating.
- 2206 3. Post-Composting Processing activities shall include screening to remove plastics and other
2207 contaminants from the Compost Product.
- 2208 4. The Approved Composting Site Owner and/or operator shall cooperate with the City or its
2209 agent(s), including StopWaste, if the City Contract Manager wants to collect data, perform field
2210 work, and/or evaluate and monitor program results related to Compostable Materials Collected
2211 in the City by the Contractor.
- 2212 5. The Compostable Materials Processing and Composting activities shall maintain an average
2213 monthly Residue level less than five percent (5%) where the Residue level shall be calculated
2214 as 100 multiplied by the monthly Tonnage of Processing or Composting Residue requiring
2215 Disposal divided by the total monthly Tonnage of Compostable Materials Collected.

2216 D. **Transport.** The Contractor is responsible for Transporting Collected Compostable Materials to the
2217 Approved Composting Site. Contractor plans to Transfer materials (at the Contractor's Livermore
2218 yard) from Collection vehicles into large-capacity Transfer vehicles and then haul the materials to the
2219 Approved Composting Site. If the Contractor plans to change its Transport method, Contractor shall
2220 obtain written approval from the City prior to making the change; pay all costs; and shall not be
2221 reimbursed for any additional costs. The City shall approve the Transport method and the duration
2222 the Transport method is expected to be in use.

2223 E. **Marketing.** Contractor shall market the resulting Compost Product to agricultural growers or other
2224 interested parties. Materials shall be used for Compost, mulch, or soil amendment and none shall be
2225 deposited for Disposal or used as Alternative Landfill Cover.

2226 Contractor shall cause the Approved Composting Site to prepare and maintain a City-approved
2227 marketing plan for all Compostable Materials Collected in the City. The plan, which shall be approved
2228 by the City Contract Manager or his/her designee, shall be in place on or before the Commencement
2229 Date of this Agreement. The marketing plan shall fully describe the Contractor’s marketing methods
2230 and approach, targeted primary and contingent markets, pricing policy and assumed value for each
2231 type of Compost Product, and contingency plans when market conditions are severe.

2232 Upon request, Contractor shall provide proof to the City Contract Manager that all Compost Materials
2233 Contractor Collects in the City are marketed for use as Compost Products in such a manner that
2234 materials shall be considered as Diverted in accordance with the State regulations established by the
2235 Act. All Residual material from the Processing activities that is not marketed for use shall be
2236 accounted for as Disposal Tonnage at a permitted Disposal Site. No Compostable Materials shall be
2237 Transported to a domestic or foreign location if Solid Waste Disposal of such material is its intended
2238 use.

2239 Annually, the Contractor shall obtain from the Approved Composting Site operator a marketing plan
2240 demonstrating that Compostable Materials will not be Disposed and submit it to the City Contract
2241 Manager. Contractor shall request that the Approved Composting Site operator provide City with a
2242 list of broker/buyers it has used during the preceding twelve (12) months, if requested by City Contract
2243 Manager. If Contractor becomes aware that a broker or buyer has illegally handled or Disposed of
2244 material generated by the City or elsewhere, Contractor shall immediately inform the City Contract
2245 Manager and terminate its contract or working relationship with such party.

2246 F. **Product Use by City.** Contractor shall offer Compost Products to the City at a price that is limited to
2247 the cost incurred by the Contractor to purchase and Transport of such material to the City. If the City
2248 Contract Manager elects to purchase and back-haul finished Compost Products, the Contractor will
2249 collaborate with the City to organize and schedule up to two (2) neighborhood Compost “giveaways”
2250 (such as spring garden festivals) during the year.

2251 G. **Reporting.** Contractor shall provide reports on Compostable Materials Processing as required by
2252 Sections 6.3.2, 6.3.3, and 6.4.

2253 H. **Residue Disposal.** Residue from the Processing of Compostable Materials Collected under this
2254 Agreement at the Approved Composting Site, which cannot be marketed, shall be Disposed of by
2255 Contractor, or the Approved Composting Site. Residue delivered for Disposal shall not include any
2256 Excluded Waste.

2257 **5.13.4 Construction and Demolition Debris Processing**

2258 A. **General.** Contractor shall Transport all Construction and Demolition Debris Collected in the City to
2259 the Approved C&D Processing Site. Contractor shall pay all costs associated with Transfer (if
2260 applicable), Transporting, Processing and marketing Construction and Demolition Debris.
2261 Construction and Demolition Debris shall be processed for reuse and none shall be used as Alternative
2262 Landfill Cover. Residue from the Construction and Demolition Debris Processing activities shall be
2263 Disposed of by Contractor or the Approved C&D Processing Site at a Disposal Site selected by the
2264 Contractor or the Approved C&D Processing Site.

2265 Any and all Transfer, Processing and other material handling activities performed in the City shall
2266 occur in an enclosed facility and areas used for parking, vehicle access, and operations shall be paved.

2267 A site in the City used for material handling activities of any kind will be subject to the City's strict
2268 development permit review process.

2269 B. **Processing Arrangements.** Contractor shall secure sufficient capacity to Process Construction and
2270 Demolition Debris Collected under this Agreement and to cause the Approved C&D Processing Site to
2271 Process and market Construction and Demolition Debris. Promptly upon direction from City Contract
2272 Manager, Contractor shall provide City Contract Manager with documentation satisfactory to City
2273 Contract Manager demonstrating availability of Construction and Demolition Debris Processing
2274 capacity at the Approved C&D Processing Site and any Transfer Station used to deliver materials to
2275 such site.

2276 Contractor shall keep all existing permits and approvals necessary for use of the Approved C&D
2277 Processing Site in full regulatory compliance or confirm that the Owner or operator of such facility
2278 does so. Contractor shall, upon request, provide copies of permits and/or notices of violation of
2279 permits to the City Contract Manager.

2280 Contractor may change its selection of the Approved C&D Processing Site following City's written
2281 approval, but the Contractor's Compensation and Rates will not be adjusted, and Contractor will bear
2282 any increased Transportation and Processing costs associated with a Contractor-initiated change in
2283 the Approved C&D Processing Site. In such case, Contractor shall guarantee the same net Processing
2284 Cost specified in Exhibit G or shall reduce the net Processing Costs associated with the use of a C&D
2285 Processing Site(s) different from the Approved C&D Processing Site. If Contractor elects to use a C&D
2286 Processing Site(s) that is different than the Approved C&D Processing Site, it shall request written
2287 approval from the City Contract Manager or his/her designee sixty (60) calendar days prior to use of
2288 the site and obtain the City's written approval no later than ten (10) calendar days prior to use of the
2289 site.

2290 City may require Contractor to preprocess Construction and Demolition Debris in accordance with
2291 Section 4.3 City Directed Changes of this Agreement.

2292 Below is information about the Approved C&D Processing Site selected by the Contractor:

2293 Facility Name: Republic Services Vasco Road
2294 Owner: Republic Services Vasco Road, LLC
2295 Operator: Republic Services Vasco Road, LLC
2296 Address: 4001 N. Vasco Road, Livermore, California
2297 Contact Person and telephone number: Operations Manager, _____

2298 Method of allocating Processing and Disposing Residue to Contractor and the City: The allocation
2299 method, for purposes of reporting to the State of California, shall be the method described in AB 901,
2300 and shall be certified by an authorized personnel or officer of that Approved C&D Processing Site
2301 Owner or operator. The allocation method, for purposes of determining Recycling Residue to the City
2302 shall be as described herein.

2303 Contractor shall Collect Construction and Demolition Debris Materials generated in the City in
2304 Collection Vehicles separately from other Construction and Demolition Debris generated outside the
2305 City, except as provided in Sections 6.20 and 6.21, and shall weigh each vehicle so that the Tonnage
2306 of Construction and Demolition Debris can be documented on a per-load basis with supporting
2307 documentation (such as a certified weight ticket or tag). Periodically, the Contractor shall review

2308 Tonnage records and marketing records to determine the City's Residue level and the average
2309 percentage of products marketed from the Construction and Demolition Debris. The percentages
2310 determined from the review of Tonnage and marketing records shall be used to allocate the total
2311 Tonnage Collected in the City into various categories of Construction and Demolition Debris and
2312 Residue. Contractor shall report Tonnage and Residue level in accordance with monthly and quarterly
2313 reporting requirements in Sections 6.3.2.C and 6.3.3.C.

2314 If Contractor is unable to use the Approved C&D Processing Site due to an emergency or sudden
2315 unforeseen closure of the Approved C&D Processing Site, Contractor may use an alternative
2316 Processing Site provided that the Contractor provides verbal and written notice to the City Contract
2317 Manager and receives written approval from the City Contract Manager at least twenty-four (24)
2318 hours prior to the use of said alternative Processing Site. The Contractor's written notice shall include
2319 a description of the reasons the Approved C&D Processing Site is not feasible and the period of time
2320 Contractor proposes to use the alternative Processing Site. Contractor shall not be compensated for
2321 any increased Transportation and Processing costs associated with the use of Processing Site(s)
2322 different from the Approved C&D Processing Site, with the exception that if the inability to use the
2323 Approved C&D Processing Site occurs due to one or more conditions defined in Section 8.4.A as an
2324 eligible item for special rate review such as a Change in Law, flood, earthquake, other acts of nature,
2325 war, civil insurrection, riots, acts of any government agency (including judicial action), or other similar
2326 catastrophic events that are beyond the control of and not the fault of the Contractor. In such case,
2327 the special rate review process may be initiated to assess the need to use an alternative Composting
2328 Site and/or cost impacts.

2329 C. **Processing Standards.** The following Processing standards shall be met by the Approved C&D
2330 Processing Site:

2331 The Approved C&D Processing Site Owner and/or operator shall cooperate with the City or its
2332 agent(s), including StopWaste, if the City Contract Manager wants to collect data, perform field work,
2333 and/or evaluate and monitor program results related to Construction and Demolition Debris Collected
2334 in the City by the Contractor.

2335 Contractor shall guarantee a Residue level of twenty-five percent (25%) or less, where the Residue
2336 level shall be calculated as 100 multiplied by the monthly Tonnage of Processing Residue requiring
2337 Disposal divided by the total monthly Tonnage of Construction and Demolition Debris Collected (e.g.,
2338 the incoming Tons received by the Approved C&D Processing Site). Should the Contractor find that
2339 the Residue level exceeds this amount, it shall not constitute a breach or default, but Contractor shall
2340 notify City Contract Manager, and Contractor and City Contract Manager shall meet and confer
2341 regarding the appropriate measures to obtain compliance in the future.

2342 D. **Transport.** The Contractor is responsible for Transporting Collected Construction and Demolition
2343 Debris to the Approved C&D Processing Site. Contractor plans to direct haul the materials from the
2344 point of Collection to the Approved C&D Processing Site. If the Contractor plans to change its
2345 Transport method, Contractor shall obtain written approval from the City prior to making the change;
2346 pay all costs; and shall not be reimbursed for any additional costs. The City shall approve the Transport
2347 method and the duration the Transport method is expected to be in use.

2348 E. **Marketing Plan.** The Contractor shall be responsible for marketing Construction and Demolition
2349 Debris that Contractor Collects in the City. Contractor shall be compensated by the end
2350 users/marketplace for such Construction and Demolition Debris at no less than fair market value.

2351 Contractor shall cause the Approved Construction and Demolition Debris Site to prepare and maintain
2352 a City Contract Manager-approved marketing plan for all Construction and Demolition Debris
2353 Collected in the City. The plan, which shall be approved by City Contract Manager or his/her designee,
2354 shall be in place on or before the Commencement Date of this Agreement. The marketing plan shall
2355 fully describe the Contractor's marketing methods and approach, targeted primary and contingent
2356 markets, pricing policy and assumed salvage value for each Collected type of Construction and
2357 Demolition Debris products, and contingency plans when market conditions are severe.

2358 Upon request, Contractor shall provide proof to the City Contract Manager that all Construction and
2359 Demolition Debris Contractor Collects in the City are marketed for Recycling or reuse in such a manner
2360 that materials shall be considered as Diverted in accordance with the State regulations established by
2361 the Act. All Residual material from the Processing activities that is not marketed for use shall be
2362 accounted for as Disposal Tonnage at a permitted Disposal Site. No Construction and Demolition
2363 Debris shall be transported to a domestic or foreign location if Solid Waste Disposal of such material
2364 is its intended use.

2365 Annually, the Contractor shall update its marketing plan and submit it to the City Contract Manager
2366 for approval pursuant to Section 6.4.9. Contractor shall provide City Contract Manager with a list of
2367 broker/buyers it has used during the preceding twelve (12) months, if requested by City Contract
2368 Manager. If Contractor becomes aware that a broker or buyer has illegally handled or Disposed of
2369 material generated by the City or elsewhere, Contractor shall immediately inform the City Contract
2370 Manager and terminate its contract or working relationship with such party.

2371 F. **Reporting.** Contractor shall provide reports on Construction and Demolition Debris Processing as
2372 required by Sections 6.3.2, 6.3.3, and 6.4.

2373 G. **Residue Disposal.** Residue from the Processing of Construction and Demolition Debris Collected
2374 under this Agreement at the Approved C&D Processing Site, which cannot be marketed, shall be
2375 Disposed of by Contractor, or the Approved C&D Processing Site. Residue delivered for Disposal shall
2376 not include any Excluded Waste.

2377 **5.13.5 Insurance, Indemnifications and Performance Standards**

2378 If Contractor uses a Recyclables Processing Site Subcontractor, C&D Processing Site Subcontractor, or
2379 Composting Subcontractor, or enters into any contract, agreement or understanding with a Subcontractor
2380 for services related to Recyclable Materials Processing and marketing, Construction and Demolition Debris
2381 Processing and marketing, Organic Materials Processing, Composting, and marketing, or Transfer Station
2382 services, Contractor shall provide that terms and conditions (such as insurance requirements,
2383 indemnifications, and Processing, Composting, marketing performance, and Residue guarantees) of any
2384 contract, agreement, or other understanding Contractor has with such Subcontractor can be enforced by
2385 the City as an additional insured or third party beneficiary thereof in the same manner provided in Article
2386 9 and in a manner reasonably satisfactory to City Contract Manager. Should Contractor not be able to
2387 secure such terms and conditions, it shall notify City Contract Manager and Contractor and City Contract
2388 Manager shall agree on reasonable response.

2389 If Contractor or an Affiliate owns or operates the Approved Recyclable Materials Processing Site,
2390 Approved C&D Processing Site or Approved Composting Site, Contractor shall include City as an additional
2391 insured on liability policies and defend and indemnify City in a manner satisfactory to the City's Risk
2392 Manager, and provide that any materials recovery and marketing performance standards or guarantees
2393 made to any other facility customers are made to City as well, including obligations such as recovered
2394 product and Compost Product quality guarantees and limits on the Residue level.

2395 Contractor shall demonstrate compliance with the requirements of this paragraph on or before the
2396 Commencement Date of this Agreement.

2397 **5.13.6 Compliance with Applicable Law**

2398 Contractor (or its Subcontractor(s)) warrants throughout the Term that the Approved Recyclables
2399 Processing Site, Approved C&D Processing Site, and Approved Composting Site selected by Contractor are
2400 respectively authorized and permitted to accept Recyclable Materials, Construction and Demolition
2401 Debris, and Compostable Materials in accordance with Applicable Law and is in full compliance with
2402 Applicable Law. Contractor shall: (1) verify compliance for the Approved Recyclables Processing Site,
2403 Approved C&D Processing Site, and Approved Composting Site (that neither it nor its Affiliates own) by
2404 contacting the local enforcement agency and other regulatory agencies having jurisdiction over that
2405 Approved Recyclables Processing Site, C&D Processing Site, and Approved Composting Site at least
2406 quarterly; and (2) upon City Contract Manager direction, shall promptly provide City Contract Manager
2407 with copies of the Approved Recyclables Processing Site, Approved C&D Processing Site, and Approved
2408 Composting Site's permits or notice of violations to City Contract Manager.

2409 **5.13.7 Compliance with Facility Rules**

2410 Contractor (or its Subcontractor(s)) shall observe and comply with all regulations in effect at the Approved
2411 Recyclables Processing Site, Approved C&D Processing Site, and Approved Composting Site and cooperate
2412 with the operators thereof with respect to delivery of Recyclable Materials, Construction and Demolition
2413 Debris, and Compostable Materials, including directions to unload Collection vehicles in designated areas,
2414 accommodating operations and maintenance activities, and complying with Hazardous Waste exclusion
2415 programs.

2416 **5.13.8 Transportation and Processing Costs**

2417 All costs associated with Transporting to and Processing Recyclable Materials and Compostable Materials
2418 at the Approved Recyclables Processing Site, Approved C&D Processing Site, and Approved Composting
2419 Site shall be paid by Contractor.

2420 **5.13.9 Weighing and Record Requirements**

2421 Contractor shall ensure that all Solid Waste, Recyclable Materials, Construction and Demolition Debris,
2422 and Compostable Materials are weighed upon delivery to the Approved Facility(ies), and all weight and
2423 related delivery information (including date, time, material type, route and truck number) ("Delivery
2424 Data") is recorded. Contractor shall provide City Contract Manager the name of any driver of any
2425 identified delivery promptly upon request by City Contract Manager. If vehicle receiving and unloading
2426 operations are recorded on video cameras at any Approved Facility(ies), Contractor shall make, or shall
2427 use its best efforts to arrange with the facility operator if other than Contractor to make, those videos
2428 available for City Contract Manager review during the facility's operating hours, upon request of the City
2429 Contract Manager.

2430 **5.13.10 Disposal of Recyclable, Construction and Demolition Debris, and Compostable**
2431 **Materials Prohibited**

2432 With the exception of Processing and Composting Residue which shall not exceed five percent (5%) of the
2433 Compostable Materials and twenty percent (20%) for Recyclable Materials (based on a monthly average)
2434 and twenty-five percent (25%) for Construction and Demolition Debris (based on each construction and
2435 demolition project), Recyclable and Compostable Materials and Construction and Demolition Debris may
2436 not be Disposed of in lieu of Recycling or Composting the material, without the express written approval
2437 of the City. If for reasons beyond its reasonable control, Contractor (or its Subcontractor(s)) believes that
2438 it cannot Divert the Recyclable or Construction and Demolition Debris or Compostable Materials from
2439 Disposal, then it shall notify City Contractor Manager in accordance with Section 5.13.2.G Marketability
2440 of Recovered Materials above. Should the Contractor find that the Residue level exceeds the amounts
2441 described above, it shall not constitute a breach or default, but Contractor shall notify City Contract
2442 Manager, and Contractor and City Contract Manager shall meet and confer regarding the appropriate
2443 measures to obtain compliance in the future.

2444 In the event the accumulation of such non-Diverted Recyclable or Compostable Material is causing, or is
2445 likely to cause, a nuisance or health hazard, in the sole discretion of the City Contract Manager, he or she
2446 may authorize, in writing, the Disposal of such material on an interim basis pending City Council's final
2447 approval (or disapproval) of such Disposal.

2448 **5.13.11 Alternative Facility Designation by City**

2449 The City reserves the right to direct Contractor to transport and deliver: (i) all Compostable Materials
2450 Collected pursuant to this Agreement to a Composting Site other than the Approved Composting Site
2451 selected by the Contractor, (ii) all Recyclable Materials Collected pursuant to this Agreement to an
2452 alternative Processing Site other than the Approved Processing Site selected by the Contractor, or (iii) all
2453 C&D Debris Collected pursuant to this Agreement to a C&D Processing Site other than the Approved C&D
2454 Processing Site selected by the Contractor. If the City exercises its right under this provision and specifies
2455 use of a Recyclables, C&D, or Composting Processing Site that is different from the Contractor-selected
2456 Approved Facility(ies), the City shall provide written notice to Contractor one (1) year before the date the
2457 Contractor shall commence use of the City-designated site. Furthermore, the Contractor's Compensation
2458 and Rates will be adjusted for increases or decreases in Transportation, Processing, and/or Composting
2459 costs, if any, in accordance with Sections 4.3 and 8.5.

2460 **5.14 Collection Standards**

2461 **5.14.1 Care of Private Property**

2462 Contractor shall use due care when handling Solid Waste, Recyclable Materials and Compostable
2463 Materials Containers. Containers shall not be thrown from trucks, roughly handled, damaged or broken.
2464 Containers shall be returned to the Collection point upright, with lids properly secured. The City may levy
2465 Liquidated Damages for repeat occurrences in accordance with Section 11.6 of this Agreement.

2466 Contractor shall ensure that its employees close all gates opened in making Collections, unless otherwise
2467 directed by the Generator, and avoid crossing landscaped areas and climbing or jumping over hedges and
2468 fences for Collection service provided to the elderly and/or disabled receiving backyard/side yard services
2469 and any Customers paying for backyard/side yard services.

2470 City shall refer Complaints about damage to private property to Contractor. Contractor shall repair all
2471 damage to private property caused by its employees or their vehicles.

2472 **5.14.2 Litter Abatement**

2473 A. **Minimization of Spills.** Contractor shall use due care to prevent Solid Waste, Recyclable Materials,
2474 and Compostable Materials from being spilled, scattered, windblown during the Collection,
2475 Transportation, Processing, or other material handling activity. If any Solid Waste, Recyclable
2476 Materials, or Compostable Materials are spilled during Collection, Transportation, Processing, or
2477 other material handling activity, the Contractor shall promptly clean up all Unacceptable Spillage. This
2478 clean-up requirement shall apply to cleaning up drift (e.g., windblown materials) along roads near the
2479 facilities used by the Contractor resulting from Contractor's Transport, Transfer, or other material
2480 handling activities.

2481 Contractor shall not Transfer loads from one vehicle to another on any public street, unless it is
2482 necessary to do so because of mechanical failure; hot load (combustion of material in the truck);
2483 accidental damage to a vehicle or unless approved by the City.

2484 B. **Cleanup.** During Collection, the Contractor shall clean up Litter (whether or not Contractor has caused
2485 the Litter) and Unacceptable Spills in the immediate vicinity of any Solid Waste, Recyclable Materials
2486 or Compostable Materials storage area (including the areas where Collection Bins and Drop Boxes are
2487 and Compactors are delivered for Collection). Each Collection vehicle shall carry a broom and shovel
2488 at all times for the purpose of cleanup of Litter and Unacceptable Spills. Cat litter or similar absorbent
2489 material shall be used for liquid spill cleanups. The Contractor shall discuss instances of repeated
2490 spillage not caused by it directly with the Generator responsible and will report such instances to City.
2491 In situations where the Contractor has already attempted to do so without success, the City will
2492 attempt to rectify such situations with the Generator.

2493 C. **Covering of Loads.** Contractor shall cover all open Drop Boxes at pick-up location prior to Transport
2494 to the Disposal Site or Processing Site.

2495 **5.14.3 Hours of Collection**

2496 If the Collection point of a Commercial Premises is one hundred (100) feet or less from Single-Family and
2497 Multi-Family structures, Contractor may only Collect Solid Waste, Recyclable Materials and Compostable
2498 Materials from the Commercial Premises between the hours of 6:00 a.m. and 6:00 p.m., except as
2499 provided for in LMC 8.19.020 (A) (14). If the Collection point of a Commercial Premises is more than one
2500 hundred (100) feet from Single-Family and Multi-Family structures, Contractor may only Collect Solid
2501 Waste, Recyclable Materials and Compostable Materials from the Commercial Premises between the
2502 hours of 4:00 a.m. and 6:00 p.m. The distance from the Collection point to the Residential structure shall
2503 be measured from the location of the Collection Container on the Commercial Premises to the adjacent
2504 Residential structure. Contractor will promptly resolve any Complaints of noise during the morning or
2505 evening hours of the day to the satisfaction of the City Contract Manager. For the purposes of this Section,
2506 schools shall be considered Commercial Premises.

2507 **5.14.4 Noise**

2508 All Collection operations shall be conducted as quietly as possible and shall conform to applicable Federal,
2509 State, County and City noise level regulations. Additional requirements are specified in Section 5.15.2.

2510 **5.14.5 Holiday Collection Schedule**

2511 During the week of a Holiday, Collection may not occur on the Holiday but shall occur on the day following
2512 the Holiday, except when the Holiday falls on a Saturday or Sunday Collection shall occur on the first
2513 Monday following the Holiday. The Contractor shall provide at least a two (2) week advance notice to all
2514 Customers regarding the Holiday week schedule changes.

2515 **5.14.6 Permanent Changes in Service Days**

2516 The regularly scheduled day for Single-Family Collection may be changed with prior written approval from
2517 the City. Once approved, Single-Family Customers shall be notified four (4) weeks prior to any schedule
2518 changes to Solid Waste, Recyclable Materials, and Compostable Materials services. Contractor shall not
2519 permit any Customer to go more than seven (7) calendar days without service during a Collection schedule
2520 change.

2521 **5.14.7 Load Inspection Program**

2522 Contractor shall develop and implement a program to detect and discover Hazardous Waste and shall not
2523 knowingly accept such material at the time of Collection. The load inspection program shall include the
2524 following steps: Collection vehicle drivers shall receive regular training (at least four (4) times annually)
2525 to identify Hazardous Wastes and methods for handling these materials once spotted. All Contractor
2526 facilities shall have waste exclusion programs in place to screen for and eliminate Hazardous Waste from
2527 the materials received. Random inspections of loads Collected and visual screening shall be periodically
2528 conducted by the Contractor at its facilities or at the Approved Facilities when materials are unloaded
2529 from the Collection vehicle. Records of load checks and copies of the employee training records shall be
2530 maintained at Contractor's facilities. When Hazardous Waste is found, it shall be returned to the
2531 Generator if possible. If the Hazardous Waste cannot be returned to the Generator, Contractor shall place
2532 Hazardous Waste in an authorized storage location and arrange for proper Disposal of such material at its
2533 own costs. (See also Sections 5.11 and 5.18.3.)

2534 **5.14.8 Overages (Excess Materials)**

2535 Contractor shall direct its employees not to Collect Solid Waste, Recyclable Materials, or Compostable
2536 Materials beyond each Customer's subscription level of service unless the business office of Contractor
2537 has granted prior authorization to make such Collection or the overages of Compostable Materials are
2538 placed in a kraft bag as described in Section 5.4.1.D and Customer is billed at the City-approved Rate on
2539 the Rate Schedule in Exhibit H.

2540 **5.14.9 Non-Collection Notices**

2541 Contractor shall instruct all Customers and Generators as to any necessary preparation of materials and
2542 the proper placement of Containers for Collection; and shall notify Customers who fail to follow these
2543 instructions by attaching a thirteen (13) inch by six (6) inch tag to the Container with a description of how
2544 Customer has violated such instructions. In the event of non-Collection as a result of such violation,
2545 Contractor shall clearly indicate on the tag the reason for non-Collection and what steps must be taken
2546 by Customer to recommence service. In cases of extreme or repeated failure to comply with the
2547 instructions, Contractor shall notify the City Contract Manager of the Customer's repeated failures, in
2548 accordance with Sections 5.3.3.F and 5.4.3.G.

2549 **5.15 Vehicles**

2550 **5.15.1 General**

2551 Beginning in Rate Period Twelve (which commences on July 1, 2021), Contractor shall provide a fleet of
2552 new Collection vehicles sufficient in number and capacity to efficiently perform the work required by the
2553 Agreement in strict accordance with its terms. Should the Contractor anticipate a delay in the delivery of
2554 such new Collection vehicles, resulting from matters beyond its control, it shall notify the City Contract
2555 Manager of the conditions resulting in the delay and request approval of an extended commencement
2556 date. The Parties shall meet and confer on a reasonable extension to the July, 1 2021 commencement
2557 date. The Collection vehicles shall operate on compressed natural gas (CNG). Contractor shall have
2558 available sufficient back-up vehicles for each type of Collection vehicle used (e.g., side loader, front loader,
2559 roll-off, etc.) to respond to Complaints and emergencies. The new vehicles shall be used to exclusively
2560 provide services under this Agreement including services to the County (Section 6.20) and Livermore
2561 Valley Joint Community School District (Section 6.21) for a minimum of ten (10) years commencing in Rate
2562 Period Twelve (which commences on July 1, 2021) of this Agreement; and, Contractor shall depreciate the
2563 vehicles over a ten-year (10-year) period. Contractor shall operate no vehicles, except spares that
2564 otherwise meet the requirements of this Section 5.15, within the City over fifteen years (15-years) in age
2565 during the initial or extended Term of this Agreement.

2566 Contractor shall service Single-Family Customers with automated side-loading Collection vehicle operated
2567 by a one-Person crew (e.g., driver only). Contractor's fleet of Collection vehicles shall include one or more
2568 vehicles capable of Collecting from "hard-to-service" Customers. Hard-to-service Customers are
2569 Customers whose Carts may not be accessible by traditional, large-capacity Collection vehicles for a
2570 variety of reasons, such as, but not limited to: newer Residential streets that are narrower than standard
2571 Residential streets; limited space available for Customers to place Carts three feet apart; mature trees (or
2572 trees that mature during the future) that limit vehicle clearances; and many large Multi-Family Premises
2573 are built at the end of cul-de-sacs with cars parked along both sides of the street forcing the Collection
2574 vehicle driver to exit the vehicle and wheel Carts to the Collection vehicle. Contractor shall anticipate that
2575 future Residential development in the City may result in more areas with narrow streets that may be
2576 difficult to serve. Additionally, future development could be denser and could increase mixed use (e.g.,
2577 apartments or condominiums above or adjacent to businesses) and/or multi-story buildings (e.g., up to
2578 four (4) or five (5) stories).

2579 In addition to hard-to-service Residential Customers, some Commercial Customers in the downtown area
2580 are difficult to service. As more development occurs in the downtown area, more Collection difficulties
2581 may arise. The Contractor shall be responsible for providing and operating the appropriate types of
2582 Collection vehicles to effectively service any and all hard-to-service Customers as of the Commencement
2583 Date and over the Term of the Agreement.

2584 Contractor shall be solely responsible for identifying hard-to-service Customers and selecting Collection
2585 vehicle(s) or other Collection means that are capable of efficiently servicing them. Contractor plans to
2586 service "hard-to-service" Customers with rear-loading Collection vehicle(s) operated by two-Person crews
2587 (e.g., driver and helper) with the exception of Customers that can be safely served with Contractor's side-
2588 loading or front-loading Collection vehicles. Contractor may also use split-body vehicles to Collect more
2589 than one type of material concurrently.

2590 Contractor shall Collect Solid Waste, Recyclable Materials, and Compostable Materials generated in the
2591 City in Collection Vehicles separately from each other and from other materials generated outside the
2592 City, except as provided in Sections 6.20 and 6.21. Contractor shall weigh each vehicle at the Transfer
2593 Station, Processing Site, Composting Site, or Disposal Site so that the Tonnage of materials can be
2594 documented on a per-load basis by material type with supporting documentation (such as a certified
2595 weight ticket or tag).

2596 **5.15.2 Specifications**

2597 All vehicles used by Contractor in providing Collection services shall be registered with the California
2598 Department of Motor Vehicles. All such vehicles shall have watertight bodies designed to prevent leakage,
2599 spillage or overflow. All such vehicles shall comply with U.S. Environmental Protection Agency (EPA) noise
2600 emission regulations and other applicable noise control regulations. Any vehicle that does not comply
2601 with noise level requirements stated in Section 5.14.4 shall be prohibited from performing services under
2602 this Agreement.

2603 As required by law, Contractor shall comply with State and federal regulations including, but not limited
2604 to: (i) the California Air Resources Board Heavy Duty Engine Standards, contained in CCR Title 13, Section
2605 2020 et seq; and, (ii) the Federal Environmental Protection Agency's Highway Diesel Fuel Sulfur
2606 regulations (Section 209(b) of the Clean Air Act, as amended, 42 U.S.C. 7543(b)). In addition, Contractor
2607 shall plan to comply with all State and federal regulations related to emissions control using engines,
2608 vehicles, and/or control technologies that meet or exceed the 2019 or later model year vehicle and engine
2609 requirements. Contractor shall comply with these requirements by using new Collection vehicles on or
2610 before the first date of Rate Period Twelve (which commences on July 1, 2021) that meet or exceed the
2611 requirements. If Contractor needs to convert, retrofit, or replace its Collection vehicles to be in full
2612 compliance with local, State and federal clean air requirements (including compliance with requirements
2613 for 2010 or later model year vehicles) in effect on the Commencement Date of the Agreement, the costs
2614 for such changes shall be the sole responsibility of the Contractor and shall not be reimbursed through a
2615 change in Contractor's Compensation or Rates. To the extent that clean air requirements become more
2616 or less stringent after the Commencement Date of the Agreement, Contractor Compensation or Rates
2617 shall be adjusted upward or downward to reflect reasonable and actual costs of modification subject to
2618 prior approval from the City.

2619 **5.15.3 Vehicle Identification**

2620 Contractor's name, local telephone number, and a unique vehicle identification number for each vehicle
2621 shall be prominently displayed on all vehicles, in letters and numbers no less than six (6) inches high.
2622 Contractor shall not place the City's logo on its vehicles. Contractor shall not use vehicles identified for
2623 use in Livermore in any other jurisdiction without prior approval from the City Contract Manager.

2624 **5.15.4 Inventory**

2625 Contractor shall furnish sufficient equipment to provide all service required under this Agreement.
2626 Contractor shall furnish the City Contract Manager a written inventory of all vehicles, including Collection
2627 vehicles, used in providing service, and shall update the inventory report annually. The inventory shall list
2628 all vehicles by manufacturer, ID number, date of acquisition, type, capacity and decibel rating.

2629 **5.15.5 Cleaning and Maintenance**

2630 A. **General.** Contractor shall maintain all of its properties, facilities, and equipment used in providing
2631 service under this Agreement in a safe, neat, clean, and operable condition at all times.

2632 B. **Cleaning.** Vehicles used in the Collection of Solid Waste, Recyclable Materials, and Compostable
2633 Materials shall be thoroughly washed and thoroughly steam cleaned on a minimum of one (1) time
2634 per week or more frequently if necessary so as to present a clean appearance of the exterior and
2635 interior compartment of the vehicle. City Contract Manager may inspect vehicles at any time to
2636 determine compliance with sanitation requirements. Contractor shall make vehicles available to the
2637 Alameda County Health Department for inspection at any frequency it requests.

2638 C. **Maintenance.** Contractor shall inspect each vehicle daily to ensure that all equipment is operating
2639 properly. Vehicles that are not operating properly shall be taken out of service until they are repaired
2640 and operate properly. Contractor shall perform all scheduled maintenance functions in accordance
2641 with the manufacturer's specifications and schedule. Contractor shall keep accurate records of all
2642 vehicle maintenance, recorded according to date and mileage, and shall make such records available
2643 to the City Contract Manager upon request to the extent necessary to perform the inspections
2644 described in Sections 6.8 and 6.9.

2645 D **Painting.** All vehicles shall be painted on a regular schedule to maintain a clean, professional, new-
2646 like appearance. At any time during the Term, the City Contract Manager may require painting of any
2647 vehicle which does not present a satisfactory appearance and such vehicle shall be painted within
2648 thirty (30) calendar days of the City Contract Manager's written request. All graffiti shall be removed
2649 within forty-eight (48) hours if such graffiti includes any written or pictorial obscenities and otherwise
2650 shall be removed within five (5) Business Days.

2651 E. **Repairs.** Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for
2652 which repairs are needed because of accident, breakdown or any other cause so as to maintain all
2653 equipment in a neat, clean, safe and operable condition. If an item of repair is covered by a warranty,
2654 Contractor shall obtain warranty performance. Contractor shall maintain accurate records of repair,
2655 which shall include the date/mileage, nature of repair and the signature of a maintenance supervisor
2656 that the repair has been properly performed. Repairs shall include repair of cosmetic dents and
2657 damage to vehicles so as to maintain a neat appearance of the equipment.

2658 F. **Storage.** Contractor shall arrange to store all vehicles and other equipment in safe and secure
2659 location(s) in accordance with City's applicable zoning regulations.

2660 **5.15.6 Operation**

2661 Vehicles shall be operated in compliance with the California Vehicle Code, and all applicable safety and
2662 local ordinances. Contractor shall not load vehicles in excess of the manufacturer's recommendations or
2663 limitations imposed by State or local weight restrictions on vehicles. The City Contract Manager shall be
2664 notified no later than seventy-two (72) hours after an inspection is performed by the California Highway
2665 Patrol under the California Motor Vehicle Code Section 34501.12 (Maintenance Facility or Terminal
2666 Inspection). All records of periodic inspections of vehicles to comply with California Motor Vehicle Code
2667 Section 34505.5 shall be available for inspection by City Contract Manager.

2668 To the extent practical, Contractor shall use re-refined motor oil for on-going operations of its Collection
2669 vehicles.

2670 **5.15.7 GPS Equipment and Monitoring**

2671 Contractor shall equip each Collection vehicle with Global Positioning System (GPS) equipment that allows
2672 for tracking the vehicle's activities. The City requires the GPS tracking system to provide vehicle position

2673 and history and the location of each Collection. Data updates shall be real time or updated every fifteen
2674 (15) minutes. Contractor shall provide the City Contract Manager access to GPS data through a minimum
2675 of two (2) City computers.

2676 The backbone of the Contractor's solution to Collection performance management and Customer service
2677 systems is one developed and supported by PC Scale Tower™ (Tower). Tower employs Microsoft Certified
2678 Systems Engineers, Microsoft Certified Database Administrators, Microsoft Certified Application
2679 Developers, Microsoft Certified Professionals + Internet, Microsoft Certified Professionals, and Citrix
2680 Certified Professionals. The software is designed by waste industry professionals. A Tower demonstration
2681 CD was included with Contractor's Proposal as Exhibit 2.1. It is important to note that Tower software can
2682 be customized based on Contractor specifications and City Contract Manager preferences.

2683 All daily operations functions at Contractor and its Affiliates are managed through Tower. Primary Tower
2684 functions include maintenance of Customer records and Billing information; route management (including
2685 generation of driver route sheets); Customer, route data, and route mapping system (using a geocoding
2686 software in conjunction with Tower), each of which are described in Contractor's Proposal (Exhibit M,
2687 Section 2M). One copy of Contractor's internal Tower resource manual was included with Contractor's
2688 Proposal under separate cover. These directives will be refined for use by Contractor for its operations in
2689 the City. The resource manual includes information on how most Customer service functions are
2690 completed in the system, such as missed Collections, Container exchanges, supervisor notification,
2691 reminders, and so forth. One excellent and unique feature that is not documented in the manual, as of
2692 the date of this printing, is the ability to attach any sort of file to a Customer's account, such a photo or
2693 letter from the Customer.

2694 **5.15.8 Compressed Natural Gas**

2695 The Collection vehicles shall operate on compressed natural gas (CNG). As of the Effective Date of this
2696 Agreement, the Contractor was awarded \$789,365.87 in grant monies from the Bay Area Air Quality
2697 Management Board to cover some of the capital costs of the CNG vehicle engines used during Rate Periods
2698 1-10.

2699 **5.16 Containers**

2700 **5.16.1 General**

2701 Contractor shall provide Customers with Collection Containers as requested by the Customer to meet its
2702 desired Service Level. All Collection Containers provided shall be new Containers as of the
2703 Commencement Date. Contractor shall purchase Containers with a useful life of ten (10) years or more
2704 and shall depreciate the Containers over a ten-year (10-year) period. New Container purchases shall
2705 comply with the requirements of Section 5.16.5.

2706 Commencing January 1, 2022, Contractor shall provide new Containers to Generators that have lids, or
2707 shall replace lids on Containers that otherwise meet the requirements of this Agreement with lids, that
2708 comply with the color and labeling requirements of SB 1383 or, when replacing Containers, by January 1,
2709 2036.

2710 If a Customer requests a different Container size, Contractor shall provide Customer with Container(s) in
2711 the requested size within seven (7) Business Days or pay Liquidated Damages pursuant to Section 11.6.

2712 Contractor shall make Compactors available to Customers for purchase or lease and shall allow Customers
2713 to purchase or lease Compactors through an outside vendor.

2714 **5.16.2 Intentionally Deleted**

2715 **5.16.3 Replacement of Containers**

2716 Contractor shall be responsible for replacing Containers when Contractor determines the Container is no
2717 longer suitable for service; or when the City Contract Manager or Customer requests replacement of
2718 Customer's Container that does not properly function, leaks, is damaged, or is otherwise not fit for service.
2719 Contractor shall be responsible for acquiring the replacement Containers as well as maintaining an
2720 inventory of Containers at a level that allows for the Contractor to provide Customers with different size
2721 Containers within seven (7) calendar days of request. Contractor Compensation for the cost of such
2722 replacements and inventory maintenance is described in Exhibits I Index-Based Rate Adjustment Method
2723 and J Cost-Based Rate Adjustment Method

2724 **5.16.4 City Ownership of Containers at end of Term**

2725 Upon expiration or early termination of Agreement, all Carts, Bins, Drop Boxes, and Compactors (for
2726 permanent Customers) purchased and put into service at Customers' Premises during the Term of the
2727 Agreement shall become property of the City at no cost to the City if such Containers are fully depreciated.
2728 All Carts, Bins, Drop Boxes, and Compactors (for permanent Customers) purchased and put into service at
2729 Customers' Premises during the Term of the Agreement that have not been fully depreciated shall be
2730 available to the City, at the City's option, at a cost reflecting the net book value.

2731 At its sole discretion, the City may elect not to exercise its rights with regards to this Section and, in such
2732 case; the Containers shall remain the property of the Contractor upon the expiration date of this
2733 Agreement or date of its earlier termination of this Agreement. In such case, Contractor shall be
2734 responsible for outstanding depreciation and for removing all Containers in service from Premises within
2735 fourteen (14) Business Days of the expiration date or early termination date of this Agreement.

2736 **5.16.5 Container Standards**

2737 Contractor shall provide Containers for storage and Collection of Solid Waste, Recyclable Materials, and
2738 Compostable Materials which shall be designed and constructed to be watertight and prevent the leakage
2739 of liquids.

2740 Contractor shall purchase Carts and kitchen pails that contain a minimum of 30% post-consumer recycled
2741 plastic content. All Carts and kitchen pails shall be 100% Recyclable.

2742 All new Carts shall be manufactured by injection or rotational molding methods and shall meet the Cart
2743 design, color, and performance requirements provided in Exhibit E. Contractor shall obtain the City
2744 Contract Manager's written approval of Cart specifications before acquisition. Carts provided to
2745 Customers shall have a useful life of ten (10) or more years or more as evidenced by a manufacturer's
2746 warranty or other documentation acceptable to the City Contract Manager.

2747 All Containers with a capacity of one (1) cubic yard or more shall meet applicable federal regulations for
2748 Bin safety and be covered with attached lids. All Bins, Drop Boxes, and Compactors shall be painted the
2749 Contractor's standard color and shall prominently display the name and telephone number of the
2750 Contractor.

2751 Contractor shall ensure that all Containers comply with color-coding and labeling requirements of SB 1383
 2752 and the Alameda County Mandatory Recycling Ordinance by the implementation dates included in those
 2753 laws, at no additional cost to the City or Customers.

2754 As described in Section 5.4.1.C, and 5.4.2.B, the kitchen pail shall be made of rigid plastic, and have a
 2755 capacity of 1.5 to 2.5 gallons, a wire or plastic handle, and a lid. Contractor must submit kitchen pail order
 2756 (including material and design specifications, colors and identification marks) to City Contract Manager
 2757 for City Contract Manager’s written approval prior to submitting the order to the manufacturer.

2758 As described in Section 5.4.3.I, the “slim jim” style Compostables storage bins for use by the Customer
 2759 inside their Premises shall have approximately 23 gallons of capacity and be constructed of rigid plastic.
 2760 Contractor must submit the Compostables storage bin order (including material and design specifications,
 2761 colors and identification marks) to City for City’s written approval prior to submitting the order to the
 2762 manufacturer.

2763 **5.16.6 Container Sizes**

2764 Following is a table that summarizes the Container size specifications. In the event of conflicts between
 2765 descriptions in this Section 5.16.6 and Sections 5.2, 5.3, 5.4, and 5.5, the requirements in Sections 5.2, 5.3,
 2766 5.4, and 5.5 shall govern.

Service Type	Single-Family Customers	Multi-Family Customers	Commercial Customers
Solid Waste	<ul style="list-style-type: none"> • 20-, 32-, 64-, or 96-gallon Carts (or similar sizes approved by the City Contract Manager) • 1 to 7 cubic yard Bins • 10 to 40 cubic yard Drop Boxes and Compactors 	<ul style="list-style-type: none"> • 32-, 64- or 96-gallon Carts (or similar sizes approved by the City Contract Manager) • 1 to 7 cubic yard Bins • 10 to 40 cubic yard Drop Boxes and Compactors 	<ul style="list-style-type: none"> • 32-, 64-, or 96-gallon Carts (or similar sizes approved by the City Contract Manager) • 1 to 7 cubic yard Bins • 10 to 40 cubic yard Drop Boxes and Compactors
Recyclable Materials	<ul style="list-style-type: none"> • 96-gallon Carts (or similar size approved by the City Contract Manager) shall be the standard service • 32- and 64-gallon Carts (or similar sizes approved by the City Contract Manager) to be provided upon request as an alternative to the standard 96-gallon Cart • Additional Cart to be provide upon Customer request at City-approved Rate 	<ul style="list-style-type: none"> • Same as Single-Family Customers • Default 96-gallon Cart pursuant to Section 5.3.3.B • Tote bags in accordance with Section 5.3.3.H 	<ul style="list-style-type: none"> • Same as above • Minimum 96-gallon Cart for universal Recycling service pursuant to Section 5.3.3.B • Containers for indoor use pursuant to Section 5.3.3.I

Service Type	Single-Family Customers	Multi-Family Customers	Commercial Customers
Compostable Materials	<ul style="list-style-type: none"> • 96-gallon Carts (or similar size approved by the City Contract Manager) shall be the standard service • 32- and 64-gallon Carts (or similar sizes approved by the City Contract Manager) to be provided upon request as an alternative to the standard 96-gallon Cart • Additional Cart to be provide upon Customer request at City-approved Rate • 1.5- to 2.5-gallon kitchen pail upon Customer request 	Same as Single-Family Customers	<ul style="list-style-type: none"> • Same as Solid Waste Containers • Minimum 96-gallon Cart for universal Compostables service pursuant to Section 5.4.3.B • Containers for indoor use pursuant to Section 5.4.3.I
Large Events	Not applicable	Not applicable	Same as listed above for Commercial Customers

2767 * 32-gallon Carts are Carts with 32 gallons of capacity in the Cart body and 3 gallons in the domed lid for a total
2768 capacity of 35 gallons.

2769 **5.16.7 Container Labeling**

2770 On each Container, Contractor shall label with paint, adhesive label, or white, hot-stamped lettering, the
2771 type of materials (e.g., Solid Waste, Recyclable Materials, cardboard, mixed paper, Yard Trimmings, Food
2772 Scraps and Other Targeted Compostables, mixed Construction and Demolition Debris, wood waste, metal,
2773 etc.) to be placed in the Container for Collection. The labeling shall be positioned on each Container so it
2774 is visible to the Customer at all times, and shall comply with SB 1383 and Alameda County Mandatory
2775 Recycling Ordinance requirements.

2776 All Containers shall prominently display the Contractor's name and phone number in paint or on an
2777 adhesive label.

2778 **5.16.8 Cleaning, Painting, Maintenance**

2779 Contractor shall steam clean and repaint all Containers as needed (other than Carts) so as to present a
2780 clean appearance. Contractor shall offer steam cleaning service (or clean Container exchange) to
2781 Customers requesting such service, and shall charge Customers for such cleaning (or Container exchange)
2782 in accordance with City-approved Rates on the Rate Schedule in Exhibit H.

2783 Contractor shall remove graffiti from Containers within forty-eight (48) hours of identification by
2784 Contractor or notice by City Contract Manager or Customer if such graffiti includes any written or pictorial
2785 obscenities and otherwise within five (5) Business Days.

2786 All Containers shall be maintained in a functional condition. At the City Contract Manager's request,
2787 Contractor shall provide City Contract Manager with a list of Containers and the date each Container was
2788 painted and maintained.

2789 **5.16.9 Repair and Replacement**

2790 Contractor shall repair or replace all Containers which have broken wheels, hinges, or other
2791 nonfunctioning parts or cracks or holes. Contractor shall repair or replace all Containers damaged by
2792 Collection operations within a one (1) week period. If the repair or replacement cannot be completed
2793 within in a week, the Customer shall be notified by Contractor and a larger Container shall be made
2794 available until the proper Container can be replaced.

2795 **5.17 Public Education and Technical Assistance**

2796 **5.17.1 General**

2797 Contractor or a Consultant shall educate Residential and Commercial Customers on the following: (i) the
2798 benefit of source reduction, reuse, Recycling, and Composting and related program opportunities; (ii)
2799 proper handling of E-Waste, U-Waste, and Hazardous Waste; (iii) specific programs offered by the
2800 Contractor; (iv) Rates for Collection services, and (v) compliance with the Mandatory Recycling Ordinance
2801 and SB 1383, as applicable. Starting February 1, 2022, and annually thereafter, the Contractor shall also
2802 provide Generators with information on properly separating materials, Organic Waste prevention, on-site
2803 recycling, community Composting, methane reduction benefits, how to recycle Organic Waste, a list of
2804 approved haulers and information related to food recovery. The public education program shall include
2805 distribution of public education materials at the commencement of the Agreement, when Collection
2806 services are changed during the Term of the Agreement, and when new Collection services are
2807 implemented during the Term of the Agreement. In addition, the public education program shall include
2808 on-going education activities throughout the Term of the Agreement. Educational media shall include, but
2809 not be limited to, newsletters, bill inserts, flyers, door hangers, notification tags, newspaper
2810 advertisements, direct contact with Customers or Owners and Occupants of Premises, and website
2811 information including how-to-videos.

2812 Detailed requirements of the public education program as specified by the City are described in Exhibit C.
2813 The Contractor's public education and outreach plan presented in Contractor's Proposal is presented in
2814 Exhibit C1.

2815 During the two (2) months prior to and two (2) months following the Commencement Date, the Contractor
2816 shall employ three full-time personnel to properly educate Customers about all service changes. During
2817 the Term of the Agreement, the Contractor shall employ one full-time public education manager and one
2818 full-time recycling coordinator/public education coordinator dedicated to implementing its public
2819 education program. These positions may be filled by Contractor's personnel or personnel of a
2820 subcontractor.

2821 In the event Contractor fails to perform some or all of the requirements of the public education plan
2822 described in this Section and in Exhibits C and C1, the Contractor shall pay the City Liquidated Damages as
2823 described in Section 11.6.

2824 **5.17.2 Annual Public Education Plan**

2825 As part of the Contractor's third quarterly report (required by Section 6.3.3 of this Agreement) for each
2826 Rate Period, Contractor shall submit an annual update to Contractor's public education plan outlining its
2827 specific planned public education efforts for the coming Rate Period. The plan shall list each public
2828 education piece (e.g., newsletters, bill inserts, flyers, newspaper advertisements, etc.) to be prepared, the

2829 purpose of the piece, the key subject(s) to be covered, and the anticipated date of issuance. In addition,
2830 the plan shall list all events the Contractor plans to attend and the public education it intends to provide
2831 at such event (e.g., exhibit at Earth Day event, presentation at Chamber of Commerce meetings, etc.).
2832 The City Contract Manager shall review and approve the plan.

2833 **5.17.3 Public Education Content and Production Requirements**

2834 Prior to preparing public education materials, Contractor shall discuss with the City Contract Manager its
2835 general approach to preparing the materials and shall determine if the City Contract Manager has any
2836 City-specific guidelines to be followed and if the City Contract Manager wants the Contractor to work with
2837 templates prepared by StopWaste or others.

2838 The public education materials shall emphasize use of visual/graphic images as much as is practical.
2839 Furthermore, the materials shall include a clear listing of program “Dos” and “Don’ts” using visual images
2840 as much as is practical. For example, the “Dos” shall list the types of materials the Customer may place in
2841 its Recyclable Materials or Compostable Materials Containers and the “Don’ts” should list prohibited types
2842 of materials and Hazardous Waste.

2843 All public education materials shall be printed on paper containing the highest levels of recycled content
2844 material reasonably practical with a minimum requirement of thirty percent (30%) post-consumer content
2845 based on federal standards. Contractor shall provide Customers the option of requesting paperless
2846 communications with the Contractor including electronic delivery of public education and outreach
2847 materials.

2848 To address the multi-lingual diversity of the City, public education materials shall use visual images and
2849 English descriptions supplemented with text on the bottom of the public education document in different
2850 languages directing the non-English speaking Customers to telephone a Contractor-provided hotline for
2851 help in their native language. Commencing January 1, 2022, outreach must be in a language or languages
2852 that assure information is understood by the community and is or are required by SB 1383 in either
2853 electronic or written form. Upon City Contract Manager request, Contractor shall prepare up to four (4)
2854 public education documents annually in one or more languages and distribute the materials to Single-
2855 Family, Multi-Family, and Commercial Customers as specified by the City. Contractor shall arrange for
2856 review of the multi-lingual materials by a third party to verify the accuracy and appropriateness of the
2857 translations.

2858 Prior to distribution of any public education materials, Contractor shall provide the City Contract Manager
2859 with a copy of the public education materials for the City Contract Manager’s review and approval.

2860 **5.17.4 Signage**

2861 Contractor shall be responsible for preparing, distributing, and posting signage at Commercial and Multi-
2862 Family Premises that promote Recyclable Materials and Compostable Materials Collection services,
2863 describe the Mandatory Recycling Ordinance program requirements and requirements of SB 1383, and
2864 identify allowable and non-allowable types of materials for Collection. At a minimum, these signs shall be
2865 posted in the Container areas. Upon request of the Customer, Contractor shall provide signage and
2866 Container labeling in Spanish. Within fourteen (14) calendar days of a Customer’s request, Contractor
2867 shall provide extra signage for use in areas such as laundry and mail rooms at Multi-Family Premises and
2868 in employee training areas, break rooms, kitchens, and janitorial areas at Commercial Premises.

2869 **5.17.5 SB 1383 Public Education to Non-Compliant Generators**

2870 From January 1, 2022 through December 31, 2023, Contractor shall provide educational materials to
2871 regulated entities not in compliance with SB 1383, as determined by the Compliance Review of
2872 Commercial accounts.

2873 **5.17.6 Multi-Family Technical Assistance Program**

2874 Contractor shall provide Recycling technical assistance to Multi-Family Customers to help each Customer
2875 determine how best to provide Recycling service to its tenants and comply with the requirements of the
2876 Mandatory Recycling Ordinance and SB 1383. This technical assistance shall include meetings with
2877 Property Managers at the Premises and on-site assessments of the Multi-Family Premises to identify
2878 appropriate locations for Containers and the number, type, and size of Containers that would be most
2879 suitable. Contractor shall offer the Property Manager Recycling posters and signage as required by Section
2880 5.3.3.E. At a minimum, the Contractor's Recycling coordinator shall meet with every Property Manager
2881 twice annually to work with the Property Manager to improve Recycling participation levels in terms of
2882 the quantity and quality of Recyclables Materials Collected.

2883 Contractor shall document each site visit using a form approved by the City Contract Manager identifying
2884 the name and address of the Premises, number of tenant units, date of the visit, name of Property
2885 Manager and contact information, current Recycling, Compostables, and Solid Waste Service Levels and
2886 calculated weekly Recycling and Compostables capacity per tenant unit, Property Manager concerns and
2887 requests, and actions items. Audit forms shall be provided to the City Contract Manager in accordance
2888 with Section 6.3.3.H.

2889 During the two annual site visits or upon request, Contractor shall restock posters, "How To Guides,"
2890 Recyclables tote bags, and any other appropriate materials (required by Section 5.3.3.E) and provide new
2891 Container signage if necessary.

2892 Other public education requirements for Multi-Family Customers are described in Exhibits C and C1.

2893 **5.17.7 Commercial Technical Assistance**

2894 Contractor shall perform Diversion audits for Commercial Customers. At a minimum, Contractor shall
2895 perform audits for all Customers that request an audit, for all new Commercial Customers, and for twenty
2896 percent (20%) of all Commercial Customers in the City each year. The goal of each audit shall be to provide
2897 assistance to the Customer or its Property Manager in the development of source reduction, reuse,
2898 Recycling, and Compostables Diversion programs, and compliance with the Mandatory Recycling
2899 Ordinance and SB 1383. During the first Rate Period, the twenty percent (20%) of the Customers targeted
2900 by the Contractor shall be the Commercial Customers that generate the largest volumes of Solid Waste
2901 (as measured by the total weekly volume of Solid Waste serviced). After Contractor performs site visits
2902 for these large-volume Customers, Contractor shall continue to provide support to each Customer as
2903 requested and shall periodically contact the Customer to offer technical assistance and answer questions.

2904 Contractor shall, by July 15 of each year, submit to the City Contract Manager a list of the Commercial
2905 Customers it proposes to audit during the Rate Period to comply with the twenty percent (20%) audit
2906 requirement and include justification for selection of the Commercial Customers. Commercial Customers
2907 shall be selected so that one hundred percent (100%) of the Commercial Customers are audited during a
2908 five (5) year period so that each Business is audited once every five (5) years. City Contract Manager shall
2909 review the list and provide comments to the Contractor within ten (10) Business Days of receipt. In the

2910 event the City Contract Manager does not provide a response to the Contractor, the proposed list of
2911 Commercial Customers shall be considered acceptable to the City Contract Manager.

2912 Audits shall include, but are not limited to, waste, Recycling, Food Scraps, Diversion, and source reduction
2913 analysis; research of markets for specialized materials generated by the Customer; and assistance in
2914 internal Collection and training efforts.

2915 During site visits and through quarterly newsletters and other public outreach efforts, Contractor shall
2916 offer employee training sessions to Commercial Customers at the Customer's Premises to educate
2917 employees about the Recycling and Food Scraps Collection programs, the Mandatory Recycling Ordinance,
2918 SB 1383, and answer employee questions. Contractor shall provide the employee training sessions upon
2919 Customer request.

2920 Contractor shall document each site visit using a form approved by the City Contract Manager identifying
2921 the name and address of the Premises, type of Commercial business, estimated square footage of the
2922 Premises, date of the visit, name of Property Manager and contact information, current Recycling and
2923 Solid Waste Service Levels, Property Manager concerns and requests, training (if any) provided to
2924 Customer and/or employees, and actions items. Audit forms shall be provided to the City Contract
2925 Manager in accordance with Section 6.3.3.G.

2926 Contractor will maintain a Customer recognition program. Contractor will identify and promote other
2927 program or recognition opportunities such as potential Green Business certification, toxics reduction,
2928 green building, green purchasing, energy efficiency, water conservation, local and regional awards, and
2929 other programs if applicable and requested.

2930 **5.17.8 Compliance with SB 1383**

2931 The City and Contractor acknowledge that, as of the date of this Agreement, legislation (including, but not
2932 limited to, SB 1383) has been enacted into law but has not been fully implemented. Contractor has
2933 assumed the provisions of the October 2, 2019 Draft of SB 1383 regulations apply and that Contractor's
2934 Proposal (Exhibit M) assumes compliance with the following requirements in such regulations: education
2935 and outreach campaigns, technical assistance to Customers, Collection and Processing of materials,
2936 material characterization at facilities requirements under Title 14, reporting, compliance, (other than the
2937 testing element of the contamination monitoring activity described in the next sentence), provision of
2938 special Containers, enforcement, or other activities involved in compliance with SB 1383.

2939 Because Contractor and City have neither agreed on the specific approach and procedures to perform the
2940 testing element of the contamination monitoring activity nor who will perform them (whether the
2941 Contractor, City or a third party), the Contractor has included in its proposed annual costs one hundred
2942 thousand dollars (\$100,000.00) for purposes of complying with this requirement of SB 1383. During the
2943 first two years of this Agreement, this \$100,000 shall be placed in the Rate Reserve Fund, and by mutual
2944 agreement of the parties may be used for pilot approaches to the testing element. Once the final
2945 approach and procedures to perform the testing element and the related costs are agreed on by the
2946 Parties, a line item will be included in the Rate Application form to reflect these costs.

2947 The City and Contractor agree that, not later than within one hundred and eighty (180) days of the final
2948 rules and regulations implementing such legislation becoming effective, the City and Contractor will meet
2949 and confer to discuss how such rules and regulations may impact the services provided under this
2950 Agreement, including the contamination monitoring activity described above. Specifically with regard to

2951 such contamination monitoring, the City may direct the Contractor to provide such services, provide such
2952 services itself, or contract with a third party for such services. Should the final amount needed to provide
2953 the contamination monitoring services be less than the costs included in Contractor's proposed costs for
2954 such purpose, then the Contractor shall utilize the remainder for education, outreach or contamination
2955 management as directed by the City Contract Manager. Prior to such meet and confer period, Contractor
2956 agrees to minimize actions (such as replacement of Collection vehicles) that may be affected by such rules
2957 and regulations.

2958 Notwithstanding the foregoing, the City and Contractor agree that changes to this Agreement, or to the
2959 services to be provided under this Agreement and/or to the cost of providing such services, which result
2960 from final rules and regulations implementing existing legislation that are promulgated after the date of
2961 this Agreement shall be considered changes resulting from a Change in Law once such final rules and
2962 regulations are promulgated.

2963 **5.17.9 Commercial and Multi-Family Program Performance Report**

2964 To facilitate complete accountability in Contractor's efforts to increase Diversion, an independent
2965 subcontractor selected by the Contractor shall conduct an annual performance evaluation of Contractor's
2966 Diversion performance. Performance indicators will be established by the subcontractor, the City
2967 Contract Manager and Contractor, and will be measurable. On an annual basis, the subcontractor shall
2968 assess performance using the agreed-upon indicators and compare actual performance to the annual
2969 objectives set between the City Contract Manager, subcontractor, and Contractor. This assessment shall
2970 occur on an annual basis (at the same time each year) for at least the first ten years of the Agreement.
2971 Annually, the subcontractor shall conduct the performance review and provide a report to the City
2972 Contract Manager documenting actual results compared to annual objectives, explaining differences
2973 between actuals and the objectives, and providing recommendations for improvement. The report shall
2974 be submitted in accordance with annual reporting requirements in Section 6.4.

2975 **5.18 Personnel including Prevailing Wages**

2976 **5.18.1 General**

2977 Contractor shall furnish such qualified drivers, mechanical, supervisory, customer service, clerical and
2978 other personnel as may be necessary to provide the services required by this Agreement in a safe and
2979 efficient manner. (See also Section 5.1.)

2980 Contractor recognizes the importance of establishing a successful relationship between its general
2981 manager and City staff. Therefore, the Contractor will allow the City the right to approve the selection of
2982 the Contractor's general manager provided that the City's approval is not unreasonably withheld. The
2983 City shall have the right to request that the Contractor replace its general manager for any of the following
2984 reasons:

2985 A. In the event Liquidated Damages levied for events listed in Exhibit F, with the exception of damages
2986 levied for Collection reliability and Collection quality events items 1, 2, and 12 of Exhibit F, in any three
2987 month period exceed \$2,000; or,

2988 B. In the event Liquidated Damages levied for Collection reliability and Collection quality events items 1,
2989 2, and 12 of Exhibit F, in any three (3) month period exceed \$45,000; or,

2990 C. In the event the City determines, through a review of Billings required by Section 6.1.4, that
2991 Contractor has under billed or overcharged Single-Family Generators by a rate of three (3) percent or
2992 more of total Single-Family billed revenues or Multi-Family, Commercial and Drop Box/Compactors
2993 Generators by a rate of one and a half percent (1.5%) of total Multi-Family, Commercial and Drop
2994 Box/Compactor billed revenues, and Contractor is unable to correct such Billing errors to a rate of one
2995 and a half percent (1.5%) of total Billings of Single-Family Generators and half a percent (0.5%) of total
2996 Billings of Multi-Family Generators, and half a percent (0.5%) of total Billings of Commercial and Drop
2997 Box/Compactor Generators as demonstrated by a subsequent audit of incorrectly billed accounts
2998 conducted in the quarter immediately following the bi-annual report in which the Billing error rate
2999 was identified, or that Contractor fails to submit the bi-annual report required by Section 6.1.4 within
3000 fifteen (15) days of the due date; or,

3001 D. In the event financial and operational records maintained by the Contractor pursuant to Sections 6.2.1
3002 and 6.2.2 and requested by the City Contract Manager for retrieval by the Contractor are not provided
3003 to City Contract Manager within two (2) weeks of the request.

3004 **5.18.2 Driver Qualifications**

3005 All drivers shall be trained and qualified in the operation of Collection vehicles and must have in effect a
3006 valid license, of the appropriate class, issued by the California Department of Motor Vehicles. Contractor
3007 shall ensure full compliance with the California Department of Motor Vehicles "Employer Pull Notice
3008 Program" (CVC 1808.1).

3009 **5.18.3 Safety Training**

3010 Contractor shall provide suitable operational and safety training for all of its employees who utilize or
3011 operate vehicles or equipment for Collection of Solid Waste, Recyclable Materials, or Compostable
3012 Materials or who are otherwise directly involved in such Collection. Contractor shall train its employees
3013 involved in Collection to identify, and not to Collect, Hazardous Waste or Infectious Waste. Training
3014 records shall be available for review by the City Contract Manager upon request. (See also Sections 5.11
3015 and 5.14.7.)

3016 **5.18.4 No Gratuities**

3017 Contractor shall not permit its employees to accept, demand, or solicit, directly or indirectly, any
3018 additional compensation or gratuity from members of the public for the Collection of Solid Waste,
3019 Recyclable Materials, and Compostable Materials under this Agreement.

3020 **5.18.5 Employee Conduct and Courtesy**

3021 Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct
3022 themselves in a courteous manner. Contractor shall regularly train its employees in customer courtesy,
3023 shall prohibit the use of loud or profane language or music, and shall instruct Collection employees to
3024 perform the work as quietly as possible. If any employee is found not to be courteous or not to be
3025 performing services in the manner required by this Agreement, Contractor shall take all appropriate
3026 corrective measures.

3027 **5.18.6 Uniforms**

3028 All employees of the Contractor performing field service under this Agreement shall be dressed in clean
3029 uniforms with employee's name or numbered badge, which also shows Contractor's name, thereon at all
3030 times while engaged in the work; no portion of this uniform may be removed while working.

3031 **5.18.7 Provision of Field Supervision**

3032 Contractor shall designate at least two qualified employee as supervisors of field operations. Each field
3033 supervisor will devote at least seventy percent (70%) of his or her time in the field checking on Collection
3034 operations, including responding to Complaints.

3035 **5.18.8 Customer Service Representatives**

3036 At a minimum, Contractor shall employ one full-time customer service manager and three full-time
3037 customer service representatives dedicated to serving the City and its Customers. The customer service
3038 representatives shall be trained on specific City service requirements, a minimum of once per quarter in
3039 accordance with Section 6.3.3.D. The customer service manager and representatives will work in offices
3040 at the Contractor's Livermore corporation yard.

3041 **5.18.9 Employment Conditions**

3042 Contractor shall comply with the following employment conditions:

3043 A. **Offer Employment to Existing Employees.** Contractor shall offer employment to employees working
3044 under the City's Agreement in effect through June 30, 2010 ("existing employees") who become
3045 unemployed by reason of the change in contractors. However, Contractor shall not be obligated to
3046 offer employment to more existing employees than the Contractor needs to perform the services
3047 required under the Agreement and Contractor shall not be obligated to offer employment to existing
3048 employees that are not working prior to the Commencement Date due to a leave of absence related
3049 to disability or workers' compensation claim. Additionally, Contractor shall not be obligated to
3050 displace any of its current employees or modify its current job performance requirements or
3051 employee selection standards. Additional employees, if needed, shall be obtained pursuant to
3052 procedures in effect under the collective bargaining agreement with the collection contractor that
3053 provides Collection services through June 30, 2010. This requirement, however, shall not be applicable
3054 to management or supervisory personnel.

3055 B. **Wages and Benefits.** Wages and benefits applicable to employees performing work under the
3056 Agreement shall not be less than those prevailing in Alameda County for comparable work. Either the
3057 City or the Contractor may apply to the Director of the California Department of Industrial Relations
3058 for a determination of such prevailing wages and benefits, if the Parties do not reach agreement on
3059 the amounts involved.

3060 C. **Subcontractor Compliance.** The Contractor may enter into agreement(s) with Subcontractors to
3061 provide services covered in the Agreement subject to the prior written consent of the City Contract
3062 Manager as stated in Section 12.6. Subcontractors shall be required to comply with the obligations
3063 stated in paragraphs (A) and (B), above.

3064 **5.19 Contingency Plan**

3065 Contractor shall submit to City Contract Manager on or before the Commencement Date, a written
3066 contingency plan demonstrating Contractor's arrangements to provide vehicles and personnel and to
3067 maintain uninterrupted service during mechanical breakdowns, and in case of natural disaster, other
3068 emergencies, or labor disputes. This contingency plan shall be specific to the needs of the City and its
3069 Customers and be updated at least once every five years.

3070 **5.20 Implementation of New Services**

3071 The Contractor acknowledges that the Contractor's implementation of the services required under this
3072 Agreement shall occur in a smooth and seamless manner such that Customers do not experience
3073 disruption in Collection services. Contractor shall be responsible for managing implementation of
3074 Collection services and other related services required under this Agreement and shall do so in accordance
3075 with the implementation plan provided in Exhibit D.

3076 **5.21 Corporation Yard, Transfer Operations, CNG Station**

3077 Contractor shall provide a site to be used for staging Collection equipment and personnel, performing
3078 equipment maintenance, housing administrative and customer service offices and staff, and Transferring
3079 Recyclable Materials and Compostable Materials. The Contractor plans to establish this operation in the
3080 City of Livermore and may own or lease the site for such purposes.

3081 As the Contractor's Livermore site, Contractor plans to conduct Transfer operations indoors. Collection
3082 vehicles will be equipped with a walking floor behind the packing mechanism that will walk or move the
3083 materials out of the Collection vehicle body and directly into a Transfer trailer. This "direct" Transfer
3084 method reduces the clear height needed in the building for materials offloading, and does not require a
3085 full Solid Waste Facility Permit from the State.

3086 Contractor plans included development of a compressed natural gas (CNG) fueling station at its Livermore
3087 yard to fuel its Collection vehicles. Contractor will retain the services of a subcontractor, Clean Energy, a
3088 large provider of CNG. Clean Energy will be responsible for designing, permitting, building, and operating
3089 the CNG station. The City can request that the CNG station be designed to provide additional capacity for
3090 City vehicles and/or public access. In such case, the terms of the fueling arrangements will be negotiated
3091 by the Parties.

3092 Facilities in the City limits shall conform to development permit requirements including the City's Green
3093 Building Ordinance for Commercial uses and are required to obtain all necessary land use entitlements,
3094 which could be administrative, or require public meetings depending on the scope of work. Development
3095 regulations contain requirements for screening and/or enclosing unsightly storage and operations. The
3096 City is particularly concerned about impacts related to dust and Litter and wants any material handling
3097 activities to be performed in an enclosed facility and for areas used for parking, vehicle access, and
3098 operations to be paved. The Community Development Department will review site planning and
3099 screening alternatives proposed to meet such requirements.

3100 **5.22 Community Reuse E-Network**

3101 To promote the reuse of Bulky Items, Contractor shall create and manage an on-line community
3102 networking site exclusively for Livermore residents and non-profit organizations to facilitate identification
3103 of end users for Bulky Items in good, working condition. Users may not ask for monetary reimbursement
3104 for any item. After registering, Livermore residents may post Bulky Items they wish to give away. Users
3105 will also be required to include a photo of their item. Other Livermore residents and non-profit
3106 organizations may claim the item, and, by completing a delivery request form, Contractor will Collect the
3107 item from the donor and deliver it to the recipient, free of charge. Contractor will strategically schedule
3108 Collections and deliveries by geographical area in such a way as to minimize environmental impacts. This
3109 unique system accomplishes several things: it enables residents to find a guaranteed local end use for
3110 their item; it allows residents to discard items over the limit granted through the Customer's three (3) On-
3111 Call Single-Family Clean-Up Services; it relieves Customers of the inconvenience of moving the item
3112 themselves; and, through Contractor's work order system, it provides a means of tracking Diversion for
3113 the City.

3114 **ARTICLE 6.**
3115 **OTHER RELATED SERVICES AND STANDARDS**

3116 **6.1 Billing**

3117 **6.1.1 General**

3118 The City shall approve Rates by City Council resolution that Contractor shall charge Customers for the
3119 types of service provided under this Agreement. Contractor shall bill all Customers and collect Billings in
3120 accordance with City-approved policies and Rates on the Rate Schedule in Exhibit H. City Contract
3121 Manager shall have the right to review and revise the Billing format to itemize certain charges.

3122 On each bill, Contractor shall include a brief message to Customers providing service-related
3123 announcements such as messages about new services, the On-Call Single-Family Clean-Up Services, E-
3124 Waste Collection, and Bulky Item Collection, proper handling of Household Hazardous Waste and
3125 Christmas tree Collection, etc.

3126 The Contractor shall prepare, mail and collect bills (or shall issue written receipts for cash payments) for
3127 Collection services provided by Contractor under this Agreement. Bills for Residential service shall be
3128 mailed to Customers quarterly in advance of the provision of service. Bills for Commercial service shall be
3129 mailed to Customers monthly in arrears after the provision of service. If Commercial Customers have
3130 centralized service (in which Containers are shared by more than one Commercial Premises), Contractor
3131 shall bill one Customer for centralized services or, at the request of the Commercial Customers sharing
3132 the Containers, Contractor shall treat each Commercial Premises as a separate Customer and shall bill
3133 each Customer for service costs equal to the Rate divided by the number of Commercial Premises sharing
3134 the service. Contractor shall provide Customers the option of receiving bills electronically.

3135 Contractor shall make arrangements to allow its Customers to pay bills through the following means:
3136 check, cash, credit card, Internet payment service, or automatic withdrawal from banking account.

3137 Contractor shall provide at least one drop-off location in the City where Customers may deposit their
3138 payments.

3139 The Contractor will comply with applicable provisions of the Public Records Act and the City's Record
3140 Retention Policy. Generally, the Contractor shall maintain copies of said Billings and receipts, each in
3141 chronological order, for a period of three (3) years after the Billing date for inspection by City Contract
3142 Manager. The Contractor may, at its option, maintain those records in electronic form, or in any other
3143 manner acceptable to the Contract Manager, provided that the records can be preserved and retrieved
3144 for inspection and verification in a timely manner.

3145 **6.1.2 Bad Debt Collection**

3146 If there is no payment of a bill within sixty (60) calendar days from the invoice date, the Contractor shall
3147 undertake collection of the amount owed (including penalties and expenses of collection). Contractor
3148 shall make reasonable efforts to obtain payment through issuance of late payment notices, telephone
3149 requests for payment, and assistance from collection agencies (who shall make at least two attempts to
3150 collect). If a Single-Family or Multi-Family Customer does not pay its bill within sixty (60) days from the
3151 invoice date, Contractor may reduce Customer's Solid Waste Collection service to the minimum service
3152 offered under this Agreement in accordance with Sections 5.2.1 and 5.2.4 and discontinue Recyclables,
3153 Compostables Materials, On-Call Single-Family Clean-Up Services, and On-Call Multi-Family Clean-Up
3154 Services. If a Commercial Customer does not pay its bill within sixty (60) days from the invoice date,
3155 Contractor may discontinue Recyclables and Compostables Materials Collection service and reduce the
3156 Solid Waste Service Level to one 32-gallon Cart serviced once per week. If the Contractor plans to reduce
3157 a Commercial Customer's Service Level, Contractor shall provide the City Contract Manager with written
3158 notice of its intention a minimum of ten (10) Business Days prior to reduction in the Commercial
3159 Customer's Service Level reduction. On a monthly basis, Contractor shall provide a list of Customers that
3160 are sixty (60) days past due and have thus had their level of Collection services reduced in accordance
3161 with reporting requirements in Section 6.3.2.F.

3162 Contractor shall be responsible for collection of payment from Customers with past due accounts ("bad
3163 debt") for a period of one (1) year from the invoice date, including Third Party Fees as described in Section
3164 7.7, as required. Contractor shall make reasonable efforts to obtain payment from delinquent accounts
3165 through issuance of late payment notices, telephone requests for payments, reduction in Customer's
3166 Service Level, and, at the Contractor's option, assistance from internal Contractor collection staff or
3167 outside collection agencies. In the event Contractor's efforts for a one (1) year period to collect monies
3168 due from a Customer fail and Contractor can demonstrate to the City Contract Manager that Contractor
3169 attempted on at least four (4) documented occasions to solicit monies due from each delinquent account
3170 and reduce Customer's Service Level to encourage Customer's payment, then Contractor shall provide the
3171 City Contract Manager with the name and address of each delinquent account and amount due and assign
3172 its rights to collection to the City. The City, in its discretion, may then initiate any collection procedures
3173 authorized by law, including those special assessment procedures authorized by City of Livermore
3174 Municipal Code Section 8.08.160. Contractor shall pay for reasonable costs incurred by the City in
3175 conducting collection procedures but may recover such costs through a fee established by the City and
3176 assessed on each delinquent Customer account. Within thirty (30) calendar days of the City's receipt of
3177 payment for past due accounts, the City shall pay those sums to Contractor less any monies Contractor
3178 would be obliged to pay to City hereunder had those sums been received by Contractor in the first
3179 instance.

3180 **6.1.3 Billing Inserts**

3181 City Contract Manager may direct Contractor to insert up to ten (10) mailers per year into bills relating to
3182 service with the Billings including inserts prepared by StopWaste. The mailers must fit in standard
3183 envelopes. Contractor also agrees to insert with the Billings, mailers describing activities of the City
3184 government. City Contract Manager will provide not less than thirty (30) calendar days' notice to
3185 Contractor prior to the mailing date of any proposed mailing to permit Contractor to make appropriate
3186 arrangements for inclusion of the City's materials. City Contract Manager will provide Contractor the
3187 mailers at least fifteen (15) calendar days prior to the mailing date. The cost of printing such inserts and
3188 any additional postage shall either be paid for by the City or included in the costs upon which Rates are
3189 based.

3190 Contract Manager may direct Contractor to provide electronic mailers to Customers that have signed up
3191 for electronic communication with Contractor, such mailers to include or provide an electronic link to all
3192 information provided in billing inserts. In such event, Contractor shall comply with such request during
3193 its next Billing cycle for the targeted Customer group or groups. Contractor shall perform this service with
3194 no additional requirement for compensation. In the event that, during the Term of this Agreement, it
3195 becomes reasonably possible to attach such electronic notices to Customer invoices, Contractor shall
3196 notify the City, and upon City request, shall replace and or supplement electronic mailers with electronic
3197 invoice attachments.

3198 **6.1.4 Review of Billings**

3199 A. **General.** Contractor shall review its Billings to Generators. The purpose of the review is to determine
3200 that the amount which the Contractor is Billing each Generator is consistent with the City-approved
3201 Rate schedule in Exhibit H for the level of service (i.e., frequency of Collection, size of Container(s),
3202 number of Containers, and location of Container(s)) provided to such Generator by Contractor.

3203 B. **Procedures.** Contractor shall review each Cart Service account at least once per year in such a manner
3204 that all accounts on a particular route are audited on the same day. The audits shall be scheduled so
3205 that Contractor completes audits of twenty-five percent (25%) of the Cart Service routes each quarter.
3206 Contractor shall review each Bin Service account and Drop Box/Compactor Service account at least
3207 once every other year. Audits shall be scheduled in a manner that all accounts on a particular route
3208 are audited on the same day and twelve and one half percent (12.5%) of the Bin Service and Drop
3209 Box/Compactor Service routes are audited each quarter.

3210 The review shall be performed by the Contractor's route supervisor(s) or other agent approved by the
3211 City Contract Manager. The Person conducting the review shall compare a route report for the route
3212 under review and verify, through visual inspection of each Customer's Premises on the Customer's
3213 scheduled day of Collection, the level of service actually provided to each Customer listed on the route
3214 report review and note the actual Service Level in writing on the route report. In addition, the
3215 Contractor's route supervisor or appropriate agent shall list any Customers receiving service (and the
3216 level of such service) that do not appear on the routing report. The Contractor shall reconcile the
3217 route report to the Billing report, noting all discrepancies. Any discrepancies should be marked clearly
3218 on the Billing report. Contractor shall verify if the discrepancies result from Customer's request for
3219 special services on the day of the route audit and shall provide documentation in such cases.
3220 Contractor shall issue correction notices to the Customers correcting any Billing inaccuracies within
3221 five (5) Business Days of the day the route audit was performed and shall provide such notices to City
3222 Contract Manager along with the annotated Billing report.

3223 C. **Route Audit Schedule.** Thirty (30) calendar days prior to the Commencement Date, Contractor shall
3224 submit a two-year schedule for performing route audits, listing each route and calendar quarter that
3225 each route will be audited. If the Contractor proposes to modify the two-year schedule during the
3226 Term, the Contractor shall submit a revised route audit schedule to the City Contract Manager for
3227 approval.

3228 D. **Reporting Requirements.** Two (2) weeks after the end of each calendar quarter, Contractor shall
3229 submit a written report to the City Contract Manager that identifies the Cart Service, Bin Service and
3230 Drop Box/Compactor Service routes audited, the number of accounts on each route, the number of
3231 Billing inaccuracies per route, the percentage of Billing inaccuracies (where Billing inaccuracies are
3232 instances when service observed by route auditor differs from service listed on the route and/or
3233 Billing reports) per route (equal to the number of Billing inaccuracies divided by the number of
3234 accounts per route), and the estimated annual revenue impact associated with the Billing inaccuracies
3235 (which shall be calculated as the difference between the Billing amount shown on the Billing report
3236 on the date of the audit and the corrected Billing amount multiplied by 12). The written report shall
3237 also include copies of the route audits (i.e., Billing reports with handwritten notes identifying actual
3238 level of service provided to each Customer and notes the Billing discrepancies), copies of the
3239 corrective notices sent to Customers, and any supporting calculations. The City reserves the right to
3240 perform this review itself or through use of an agent at its expense.

3241 **6.2 Records**

3242 **6.2.1 General**

3243 Contractor shall maintain such accounting, statistical, and other records related to its performance under
3244 this Agreement as shall be necessary to develop the financial statements and other reports required by
3245 this Agreement. Also, Contractor agrees to conduct data collection, information and record keeping, and
3246 reporting activities needed to comply with and to meet the reporting and Solid Waste program
3247 management needs of Contractor and the Act and other Federal and State and local laws and regulations
3248 and the requirements of this Agreement. To the extent such requirements are set out in this and other
3249 Articles of this Agreement, they shall not be considered limiting or necessarily complete. In particular,
3250 this Article is intended to only highlight the general nature of records and reports and their minimum
3251 content and is not meant to comprehensively define what the records and reports are to be and their
3252 content. Further, with the written direction from the City Contract Manager, the records and reports to
3253 be maintained and provided by Contractor in accordance with this and other Articles of the Agreement
3254 shall be adjusted in number, format, or frequency. Records and reporting may be revised to reflect
3255 current record keeping and reporting.

3256 Contractor shall maintain records required to conduct its operations, to support requests it may make to
3257 City Contract Manager, and to respond to requests from City Contract Manager. Adequate record security
3258 shall be maintained to preserve records from events that can be reasonably anticipated such as a fire,
3259 theft and earthquake. Electronically-maintained data/records shall be protected and a second copy of
3260 data/records shall be saved to a protected source such as an external hard-drive.

3261 Contractor agrees to provide or make available records of any and all companies conducting operations
3262 addressed in the Agreement to City Contract Manager and its agents and/or representatives during
3263 normal business hours.

3264 **6.2.2 Maintenance of Financial and Operational Records**

3265 **A. General.** In order to effectuate the periodic financial review to determine Rates pursuant to Article
3266 8, it is necessary for Contractor to maintain accurate, detailed financial and operational information
3267 in a consistent format and to make such information available to the City Contract Manager in a timely
3268 fashion.

3269 **B. Contractor's Accounting Records.** Contractor shall maintain accurate and complete accounting
3270 records containing the underlying financial and operating data relating to and showing the basis for
3271 computation of all costs associated with providing services under this Agreement. The accounting
3272 records shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP)
3273 consistently applied.

3274 **C. Inspection of Records.** The City, its auditors and other agents, shall have the right, during regular
3275 business hours, to conduct unannounced on-site inspections of the records and accounting systems
3276 of Contractor and to make copies of any documents it deems relevant to this Agreement. In the event
3277 the Person responsible for such records and systems is not on the Premises at the time the City, its
3278 auditors or other agents visit Contractor's facilities, Contractor shall not be in breach of this
3279 Agreement and the City shall give notice requesting access to the records and Contractor shall make
3280 arrangements for City, its auditors, or other agents to conduct the on-site inspection within twenty-
3281 four (24) hours of such notice. The City's right to inspection of records under this paragraph shall
3282 continue for at least five (5) years after the expiration or earlier termination of this Agreement;
3283 however, after expiration or termination of this Agreement, the City Contract Manager shall provide
3284 Contractor with written request to inspect records and Contractor shall make records available for
3285 inspection within two (2) weeks of such request.

3286 **D. Retention of Records.** Unless otherwise herein required, Contractor shall retain all records and data
3287 required to be maintained by this Agreement for at least five (5) years after the expiration or earlier
3288 termination of this Agreement.

3289 Records and data required to be maintained that are specifically directed to be retained shall be
3290 retrieved by Contractor and made available to the City Contract Manager.

3291 Records and data required to be maintained that are not specifically directed to be retained that are,
3292 in the sole opinion of the City, material to the financial review to determine Rates or to determine
3293 Contractor's performance under this Agreement, shall be retrieved by Contractor and made available
3294 to the City Contract Manager.

3295 Records and data required to be maintained that are not specifically directed to be retained and that
3296 are not material to a financial review to determine Rates and/or not required for the determination
3297 of the Contractor's performance do not need to be retrieved by Contractor. In such a case, however,
3298 the City Contract Manager may make reasonable assumptions regarding what information is
3299 contained in such records and data, and such assumption(s) shall be conclusive in whatever action the
3300 City takes.

3301 **6.2.3 Collection Records**

3302 Records shall be maintained by Contractor for City relating to:

3303 A. Customer services and Billing;

3304 B. Weight and volume of each material type Collected separately (e.g., Solid Waste, Recyclable
3305 Materials, Compostable Materials, Food Scraps, Bulky Items, E-Waste, Used Motor Oil and Filters,
3306 etc.). Where possible, information is to be separated among Cart Service, Bin Service and Drop
3307 Box/Compactor Service and/or Customer type (e.g., Single-Family, Multi-Family, Commercial, Drop
3308 Box, and Compactor);

3309 C. Routes;

3310 D. Facilities, equipment and personnel used;

3311 E. Facilities and equipment operations, maintenance and repair;

3312 F. Disposal and Processing of Solid Waste, Recyclable Materials, Compostable Materials, Food Scraps,
3313 and any other materials separately Collected;

3314 G. Daily record of the quantities of Solid Waste, Recyclable Materials, Compostable Materials, and Food
3315 Scraps Collected; and,

3316 H. Records of Customers that received On-Call Single-Family Clean-Up Services and On-Call Multi-Family
3317 Clean-Up Services. Such records shall include the date of such Collection and shall demonstrate that
3318 Contractor did not provide more than three (3) clean-up Collections at no charge to any one Customer
3319 per year.

3320 Contractor shall maintain records of all Solid Waste, Recyclable Materials and Compostable Materials
3321 Collected in the City for the period of this Agreement plus ten (10) years after its expiration or earlier
3322 termination. Records shall be in chronological and organized form and readily and easily interpreted. In
3323 the event City Contract Manager requests, Contractor shall provide all records of all Solid Waste,
3324 Recyclable Materials, and Compostable Materials requested to City Contract Manager within thirty (30)
3325 calendar days of discontinuing service.

3326 **6.2.4 Recyclable Materials and Compostable Materials Collection and Processing**
3327 **Service Records**

3328 Records shall be maintained for Contractor that relate to:

3329 A. Recyclable Materials and Compostable Materials Collection participation especially as related to
3330 determining participation and set-out rates and implementing programs to increase existing
3331 participation and to expand Diversion (names, addresses, email addresses contacts made, etc.);

3332 B. Recyclable Materials and Compostable Materials sales value;

3333 C. Weight of material recovered by type and weight of Residue Disposed; and,

3334 D. End use and markets for recovered materials.

3335 **6.2.5 Transfer and Disposal Records**

3336 Contractor shall maintain records of Transfer, Disposal and Processing of all Solid Waste, Recyclable
3337 Materials, and Compostable Materials Collected by Contractor for the period of this Agreement plus five
3338 (5) years after its expiration or earlier termination. Records shall be in chronological and organized form

3339 and readily and easily interpreted. In the event City Contract Manager requests, Contractor shall provide
3340 all records of Transfer and Disposal or Processing of all Solid Waste, Recyclable Materials, and
3341 Compostable Materials Collected by Contractor in the City within thirty (30) calendar days of discontinuing
3342 service.

3343 **6.2.6 Other Program Records**

3344 Records for other programs shall be tailored to specific needs. In general, they shall include:

3345 A. Plans, tasks, and milestones; and,

3346 B. Accomplishments in terms of activities conducted; date of activity; Tonnages of materials Collected;
3347 quantities of products used: produced or distributed; and numbers of participants and responses.

3348 **6.2.7 CERCLA Defense Records**

3349 City views the ability to defend against Comprehensive Environmental Response, Compensation and
3350 Liability Act (CERCLA) and related litigation as a matter of great importance. For this reason, the City
3351 regards the ability to prove where Solid Waste Collected in the City was taken for Transfer or Disposal, as
3352 well as where it was not taken, to be matters of concern. Contractor shall maintain, retain and preserve
3353 records which can establish where Solid Waste Collected in the City was Disposed (and therefore establish
3354 where it was not). This provision shall survive the expiration or earlier termination of this Agreement.
3355 Contractor shall maintain these records for a minimum of ten (10) years beyond expiration or earlier
3356 termination of the Agreement. Contractor shall provide these records to City Contract Manager in an
3357 organized and indexed manner rather than destroying or Disposing of them.

3358 **6.2.8 Customer Service Records**

3359 Customer service records shall be maintained by Contractor for City related to:

3360 A. Number and nature of calls;

3361 B. Categories (missed pickups, Complaints, damage, inquiries, etc.) of calls;

3362 C. Training Records;

3363 D. Individual call and resolution log (including initial call date and resolution date); and,

3364 E. New Customer account log.

3365 **6.3 Reports**

3366 **6.3.1 Report Formats and Submittal Schedule**

3367 Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them
3368 to structure reports, as needed. Reports are intended to compile recorded data into useful forms of
3369 information that can be used to, among other things:

3370 A. Determine and set Rates and evaluate the financial efficacy of operations;

3371 B. Evaluate past and expected progress towards achieving the Contractor's Diversion goals and
3372 objectives; and,

3373 C. Determine needs for adjustment to programs; and evaluate Customer service and Complaints.

3374 Contractor may propose report formats that are responsive to the objectives and audiences for each
3375 report. The format of each report shall be approved by City Contract Manager, in his or her sole discretion.
3376 The City Contract Manager may, from time to time during the Term, review and request changes to
3377 Contractor's report formats and content, including without limitation to comply with City's regulatory
3378 reporting requirements, and Contractor shall not unreasonably deny such requests. The City reserves the
3379 right to require Contractor to provide additional reports or documents as City Contract Manager
3380 reasonably determines to be required for the administration of this Agreement or compliance with
3381 Applicable Law. Contractor agrees to e-mail all reports to the City Contract Manager (or submit reports
3382 on an electronic file storage device in the event e-mail communications are unsuccessful) in a format
3383 compatible with City's software/computers at no additional charge. Contractor will provide a certification
3384 statement, under penalty of perjury, by the responsible Contractor official, that the report being
3385 submitted is true and correct to the best knowledge of the responsible official after their reasonable
3386 inquiry.

3387 Monthly reports shall be submitted within thirty (30) calendar days after the end of the reporting month.
3388 Quarterly reports shall be submitted within forty-five (45) calendar days after the end of the reporting
3389 quarter. Annual reports shall be submitted no later than April 30 for the calendar year ending December
3390 31.

3391 All reports shall be submitted to:

3392 City of Livermore
3393 solidwaste_recycling@cityoflivermore.net; and,
3394 jaerlandson@cityoflivermore.net

3395 **6.3.2 Monthly Report Content**

3396 Monthly reports shall be presented to show the following information.

3397 A. **Solid Waste Services.** Provide Tonnage Collected by Service Type.

3398 B. **Recyclable Materials Services.** Provide Tonnage Collected by Service Type. Provide Tonnage
3399 marketed and Residue Disposed (which should total the Tonnage Collected). If more than one
3400 Processing Site is used, present information separately for each site.

3401 C. **Compostable Materials Service.** Provide Tonnage Collected by Service Type. Provide Tonnage
3402 marketed and Residue Disposed (which should total the Tonnage Collected). If more than one
3403 Processing Site is used, present information separately for each site. Report the number of
3404 Commercial Food Scraps Customers for each level of service.

3405 D. **Construction and Demolition Debris Services.** Provide Tonnage Collected by Service Type. Provide
3406 Tonnage marketed and Residue Disposed (which should total the Tonnage Collected). If more than
3407 one Processing Site is used, present information separately for each site.

- 3408 E. **Customer Service.**
- 3409 1. Provide number of Customer calls listed separately by Complaints and inquiries (where
3410 inquiries include requests for Recycling information, Rate information, etc.). For Complaints,
3411 list the number of calls separately by category (e.g., missed pickups, on-call clean-up services,
3412 Billing concerns, damage claims, etc.).
- 3413 2. Provide number of new Multi-Family and Commercial Recyclable Materials and Organic
3414 Materials accounts for Cart, Bin and Drop Box/Compactor Services.
- 3415 3. Provide number of Carts, Bins, Drop Boxes, and Compactors tagged for non-Collection and the
3416 reason for tagging (e.g., inclusion of non-Recyclable or non-Compostable Materials, improper
3417 setout, Hazardous Waste, etc.).
- 3418 4. Provide the number of hits to the Contractor’s website.
- 3419 F. **Revenue and Customer Account Reports.** Provide a statement detailing Gross Revenue from all
3420 operations conducted or permitted pursuant to this Agreement as required by Section 7.10. This
3421 statement shall identify billed revenues and actual Gross Rate Revenues received listed separately for
3422 Single-Family, Multi-Family, Commercial, and Drop Box/Compactor Customers. Include a list of the
3423 number of Customers by Service Type and Rate category.
- 3424 Submit a list of Customers that are sixty (60) days past due including the following information for
3425 each delinquent account: name, service address; contact information; number of days the account is
3426 delinquent; method(s) the Contractor has used to attempt collection of the bad debt including date
3427 of such attempt(s), and identification, if, and when the Contractor reduced the Customer’s level of
3428 Collection services as a result of the account delinquency.
- 3429 G. **Multi-Family Technical Assistance.** Submit a list of all complexes in the City with addresses, contact
3430 names and telephone numbers, number of units, and the Solid Waste and Recyclable Materials
3431 Service Level for each complex. Identify the complexes visited during the reporting period and the
3432 results of such visits.
- 3433 H. **Commercial Technical Assistance.** Submit a list of all Commercial Customers visited during the
3434 reporting period and the results of such visits. Include addresses, contact names and telephone
3435 numbers of Persons contacted.
- 3436 I. **Community Garage Sale Event.** If the garage sale event occurred during the most-recently completed
3437 month, report on the community garage sale event pursuant to Section 5.9.
- 3438 J. **Tons Collected from Temporary Homeless Encampments.** Provide Tons Collected from Temporary
3439 Homeless Encampments, Date and Time of Collection, and Photos, if applicable.

3440 **6.3.3 Quarterly Report Content**

3441 Quarterly reports shall be presented to show the following information by each month’s data in the
3442 reported quarter and include a quarterly average. In addition, each quarterly report shall show the past
3443 four (4) quarters average for data comparison (the first three quarters of the Agreement shall only include
3444 the available quarterly information).

3445 A. **Solid Waste Services.**

- 3446 1. Quarterly summary of monthly reports required in Section 6.3.2.A;
- 3447 2. Accounts Collected by Service Type. Include number of accounts, as well as number of total
- 3448 cubic yards for Bin Service; and number of pulls, deliveries, and pickups for Drop Box /
- 3449 Compactor Service;
- 3450 3. Solid Waste Tonnage Disposed;
- 3451 4. Tonnage of Abandoned Solid Waste Collected during the quarter as required by Section 5.8.1.

3452 **B. Recyclable Materials Services.**

- 3453 1. Quarterly summary of monthly reports required in Section 6.3.2.B;
- 3454 2. Accounts Collected by Service Type. Include number of accounts, as well as number of total
- 3455 cubic yards for Bin Service; and number of pulls, deliveries, and pickups for Drop Box and
- 3456 Compactor Service;
- 3457 3. Participation percentage by Service Type (number of accounts actually serviced divided by the
- 3458 number of accounts scheduled for service); and,
- 3459 4. Tonnage by Recyclable Material commodities and Service Type. Report on marketing activities.
- 3460 Report the average monthly Residue level.

3461 **C. Compostable Materials Service.**

- 3462 1. Quarterly summary of monthly reports required in Section 6.3.2.C;
- 3463 2. Accounts Collected by Service Type. Include number of accounts, as well as number of total
- 3464 cubic yards for Bin Service; and number of pulls, deliveries, and pickups for Drop Box and
- 3465 Compactor Service;
- 3466 3. Participation percentage by Service Type (number of accounts actually serviced divided by the
- 3467 number of accounts scheduled for service);
- 3468 4. Tonnage Composted, separately quantifying Food Scraps;
- 3469 5. Tonnage by Compostable Materials commodities and Service Type. Report on marketing
- 3470 activities. Report the average monthly Residue level; and,
- 3471 6. Customer list identifying the name, address, Container size, and frequency of Collection for
- 3472 each Commercial Customer participating in the Food Scraps Collection program.

3473 **D. Customer Service.**

- 3474 1. Quarterly summary of monthly reports required in Section 6.3.2.E;
- 3475 2. Customer Service overview sheet, training agenda, and other training supplements provided at
- 3476 the quarterly customer service meeting pursuant to Section 6.11.7; and,
- 3477 3. Date and time of the customer service training session scheduled for Customer service
- 3478 representatives for the following quarter as the City Contract Manager may exercise its right to
- 3479 attend the meeting pursuant to Section 6.11.7.

3480 **E. Clean-Up / Bulky Item / E-Waste / Christmas Tree Services.**

3481 Provide Tonnage by service (Clean-Up, Bulky Item, E-Waste, and Christmas tree Collection Services)

3482 for all sectors. Include the following information:

- 3483 1. Disposal Tonnage;
- 3484 2. Diversion Tonnage, listed by vendor or Processing Site;
- 3485 3. Number of stops serviced by a third party Re-Use Vendor;
- 3486 4. List of Re-Use Vendors collecting reusable items; and,
- 3487 5. Number of individual on-call clean-up services provided, on-call Bulky Item services provided
- 3488 and E-Waste Collections services provided during each quarter.

3489 **F. Education Quarterly Activities.**

3490 Include the following:

- 3491 1. List of all public education efforts including but not limited to: mailers, newsletters, bill inserts,
- 3492 announcements on bills, etc. For each item listed, identify the date and method of distribution,
- 3493 the Customers or parties that received the materials, and the total number distributed and
- 3494 provide a copy of the material distributed; and,
- 3495 2. Dates, times, and group names of meetings attended.

3496 **G. Commercial Recycling and Food Scraps Report.**

- 3497 1. Summarize the technical assistance provided to Customers by identifying the number of site
- 3498 visits conducted each month in the most-recently completed quarter, and submitting copies of
- 3499 the Commercial Recycling and Food Scraps auditing forms (Recycling Opportunity Assessment
- 3500 forms) as required in Section 5.17.7.
- 3501 2. Dates, times, addresses, and names of Commercial Customers that received technical
- 3502 assistance/audits.
- 3503 3. Report the percentage of Commercial Customers that have Recycling service and Food Scraps
- 3504 service (e.g., 82% of the Commercial Customers have Recycling service and 50% have Food
- 3505 Scraps service).
- 3506 4. Report the percentage of total Commercial service volume that is Recyclables volume and
- 3507 Compostables volume (e.g., the percentage of Commercial service volume that is Recycling
- 3508 volume equals the number of cubic yards of Commercial Recycling service per week divided by
- 3509 the sum of the weekly Commercial Solid Waste, Recyclables, and Compostables cubic yards
- 3510 service per week).

3511 **H. Multi-Family Recycling and Food Scraps Report.**

- 3512 1. Summarize the technical assistance provided to Customers by identifying the number of site
- 3513 visits conducted each month in the most-recently completed quarter, and submitting copies of
- 3514 the Multi-Family Recycling and Food Scraps auditing forms (Recycling Opportunity Assessment
- 3515 forms) as required in Section 5.17.6.
- 3516 2. Dates, times, addresses, and names of Multi-Family Customers that received technical
- 3517 assistance/audits.
- 3518 3. Report the percentage of Multi-Family complexes that have Recycling service and that have
- 3519 Compostables service.

- 3520 4. Report the average volume of Recyclables Collected per tenant unit per week (e.g., the number
3521 of cubic yards of Multi-Family Recycling service per week divided by the total number of Multi-
3522 Family units in the City).
- 3523 I. **Pilot and New Programs.** For each pilot and/or new program, provide activity related and narrative
3524 reports on goals, milestones, and accomplishments. Describe problems encountered, actions taken
3525 and any recommendations to facilitate progress. Describe vehicles, personnel, and equipment utilized
3526 for each program.
- 3527 J. **Summary Assessment.** Provide a summary assessment of the overall Solid Waste, Recyclable
3528 Materials, and Compostable Materials program from Contractor's perspective relative to the financial
3529 and physical status of the program. The physical status assessment shall reflect how well the program
3530 is operating in terms of efficiency, economy, and effectiveness in meeting all the goals and objectives
3531 of this Agreement, particularly the Contractor's Diversion goals. Provide recommendations and plans
3532 to improve. Highlight significant accomplishments and problems.
- 3533 K. **Revenue and Customer Account Report.** On a semi-annual basis, the quarterly reports shall include
3534 a revenue report that summarizes monthly revenue reports and Customer account information
3535 required under Section 6.3.2.F and compares the revenues with contract and compensation and Gross
3536 Rate Revenue expectations. The semi-annual reports shall be due on or before February 28 and
3537 August 30.
- 3538 L. **Customer Accounts.** Provide a detailed report of all Customers served in the City, indicating the
3539 Service Level by material type of each. Such report shall include a summary of the number of
3540 Customers at each Service Level. Include a list of Customers with invoices that are sixty (60) days past
3541 due including the following information for each delinquent account: name, service address, contact
3542 information, number of days the account is delinquent, method(s) the Contactor has used to attempt
3543 collection of the bad debt including date of such attempt(s), and identification, if, and when the
3544 Contractor reduced the Customer's level of Collection services as a result of the account delinquency.
- 3545 M. **Vehicle Inventory.** Provide a report of all vehicles used for services under this Agreement, identifying
3546 vehicle type (e.g. rear-load, automated side-load, roll-off, flat-bed, pick-up, etc.), make, model, and
3547 year.
- 3548 N. **SB 1383.** After the promulgation of the SB 1383 regulations and before the conclusion of calendar
3549 year 2020, the Parties shall meet and confer in order to develop reporting procedures to ensure data
3550 is provided in a manner consistent with the requirements of SB 1383. Once agreed upon between the
3551 Parties, such reports shall be included in the reports submitted by Contractor.
- 3552 O. **Education Plan for Coming Rate Period.** The quarterly report that reports on third quarter results
3553 shall include a plan for public education activities for the coming Rate Period in accordance with
3554 Section 5.17.2.

3555 **6.4 Annual Reports**

3556 **6.4.1 Annual Report Requirements**

3557 The annual report shall be in the form of the quarterly reports and shall provide the same type of
3558 information as required pursuant to Section 6.3.3 of this Agreement, summarized for the preceding four
3559 quarters. In addition, Contractor's and Related Party Entities' annual financial reports/statements shall
3560 be included. The annual report shall also include a complete inventory of equipment used to provide all
3561 services, and a list of Contractor's officers and members of its board of directors.

3562 **6.4.2 Financial Information**

3563 Within one hundred twenty (120) calendar days after the close of Contractor's fiscal year, Contractor shall
3564 deliver to the City Contract Manager an electronic copy of the audited consolidated financial statements
3565 and profit and loss statements of Contractor for the preceding fiscal year. Financial statements shall
3566 include a supplemental combining schedule showing Contractor's results of operations, including the
3567 specific revenues and expenses in connection with the operations provided for in this Agreement from
3568 others included in such financial statements. The financial statements and footnotes shall be prepared in
3569 accordance with Generally Accepted Accounting Principles (GAAP) consistently applied and fairly
3570 reflecting the results of operation and Contractor's financial condition. Annual financial statements shall
3571 be audited, in accordance with Generally Accepted Auditing Standards (GAAS) by a Certified Public
3572 Accountant (CPA) licensed (in good standing) to practice public accounting in the State of California as
3573 determined by the State of California Department of Consumer Affairs Board of Accountancy, and that
3574 the CPA opinion on Contractor's annual financial statements shall be unqualified, and shall contain the
3575 CPA's conclusions regarding the Contractor's accounting policies and procedures, internal controls, and
3576 operating policies. The CPA shall perform an evaluation and, if necessary, shall cite recommendations for
3577 improvement.

3578 **6.4.3 Related Party Entities**

3579 As part of the annual reporting requirement, Contractor shall provide the City with a copy of each Related
3580 Party Entity's (whose cost of services are not pre-determined in this Agreement on a unit price basis or by
3581 a governmental contractor) audited annual financial statements and management letter for that fiscal
3582 year, or within ninety (90) calendar days of each Related Party Entity's fiscal year-end, if timing does not
3583 coincide with the annual report date. Financial statements shall be prepared in accordance with GAAP
3584 and audited, in accordance with GAAS, by a CPA licensed in the State, and that the CPA's opinion on each
3585 Related Party Entity's annual financial statements shall be unqualified, and that the CPA make available
3586 to the City (or the City's designated representative) such CPA's working papers related to the audit.

3587 Contractor agrees that all financial transactions with all Related Party Entities shall be approved in advance
3588 in writing and disclosed annually (coinciding with Contractor's annual audited financial statements
3589 referred to in Section 6.4.2) to the City in a separate disclosure letter to the City. This letter shall include,
3590 but not be limited to, the following information:

- 3591 A. A general description of the nature of each Related Party Entity transaction, or type of transaction (if
3592 many similar transactions exist) shall be provided, as applicable. Such description shall include for
3593 each (or similar) transaction, amounts, specific Related Party Entity, basis of amount (how amount
3594 was determined), description of the allocation methodology used to allocate any common costs, and
3595 profit amount. Amounts shall be reconciled to the Related Party Entity disclosures made in
3596 Contractor's annual audited financial statements referred to in this Section.

3597 B. At the City Contract Manager's request, Contractor shall provide the City Contract Manager with
3598 copies of working papers or other documentation deemed relevant by the Contractor relating to
3599 information shown in the annual disclosure letter. The annual disclosure letter shall be provided to
3600 the City within one hundred twenty (120) calendar days after the end of the Contractor's fiscal year.

3601 **6.4.4 Operational Information**

3602 In addition to requirements stated elsewhere in this Agreement, the annual report shall include the
3603 following information:

3604 A. **Routes by Service Type**

- 3605 1. Number of routes per day;
- 3606 2. Types of vehicles;
- 3607 3. Crew size per route;
- 3608 4. Number of full time equivalent (FTE) routes;
- 3609 5. Number of accounts per route;
- 3610 6. Total hours route per Service Type per year; and,
- 3611 7. Average cost per route.

3612 B. **Personnel**

- 3613 1. Organizational chart;
- 3614 2. Job classifications and number of employees (e.g. administrative, customer service
3615 representatives, drivers, supervisors, educational staff);
- 3616 3. Wages by job classification;
- 3617 4. Number of full time equivalents (FTE) positions for each job classification; and,
- 3618 5. Number of hours per job classification per year.

3619 C. **Productivity Statistics**

- 3620 1. Number of accounts per Service Type;
- 3621 2. Average number of setouts per Service Type; and,
- 3622 3. Tons per route per day.

3623 D. **Maintenance** - Average cost per Service Type.

3624 E. **Operational Changes**

- 3625 1. Number of routes;
- 3626 2. Staffing;
- 3627 3. Supervision; and,
- 3628 4. Collection services.

3629 **6.4.5 Historical Data (to be completed if Rates are to be determined using a cost-**
3630 **based adjustment pursuant to Section 8.2)**

3631 Provide the following annual historical data for each Service Type:

- 3632 A. Customer levels and subscription levels;
- 3633 B. Solid Waste Tonnage;
- 3634 C. Diversion Tonnage;
- 3635 D. Gross Revenue; and,
- 3636 E. Material revenues for Recyclable Materials by program type.

3637 **6.4.6 Variance Analysis (to be completed if Rates are to be determined using a cost-**
3638 **based adjustment pursuant to Section 8.2)**

3639 Provide the following variance analysis for each Service Type. For any variances greater than five percent
3640 (5%) annually, Contractor shall provide sufficient rationale to support variance.

- 3641 A. Variance analysis comparing current Rate Period to each of the prior Rate Periods of Agreement; and,
- 3642 B. Variance analysis comparing current Rate Period to each of the future projected Rate Periods.

3643 **6.4.7 Allocations (to be completed if Rates are to be determined using a cost-based**
3644 **adjustment pursuant to Section 8.2)**

- 3645 A. Provide a concise general explanation of the various allocation methodologies used for each Rate
3646 application line item;
- 3647 B. Provide specific examples of each type of allocation used showing how an entry is reported in the
3648 general ledger (GL) and ties to the Rate application; and,
- 3649 C. Provide a statement indicating whether there have been any changes in allocation methods used since
3650 the last Rate application. If any allocation methods have changed clearly identify those changes.

3651 **6.4.8 Projections (to be completed if Rates are to be determined using a cost-based**
3652 **adjustment pursuant to Section 8.2)**

- 3653 A. Provide support for the basis for projected Gross Revenue and line item expenses, clearly indicate the
3654 supporting calculations and assumptions; and,
- 3655 B. Provide support for the most recent twelve (12) months of Tonnage data for period ending October;
3656 clearly indicate the supporting calculations and assumptions.

3657 **6.4.9 Marketing Plan**

3658 Contractor shall include an updated Recyclable Materials and Compostable Materials marketing plan in
3659 its annual report for City Contract Manager approval as required by Sections 5.13.2.D and 5.13.3.E.

3660 **6.4.10 Commercial and Multi-Family Program Performance Report**

3661 As part of its annual reporting requirements, Contractor shall include a Commercial and Multi-Family
3662 program performance report as required by Section 5.17.9.

3663 **6.4.11 Income-Based Program Subscription Report**

3664 Contractor will track and report the number of households participating in the Income-Based Program as
3665 described by Section 8.8. Contractor will include subscription information related to Service Level (before
3666 and after application of the Program), and any revenue adjustments resulting from new subscriptions to
3667 the Income-Based Program.

3668 **6.5 Annual Report Required by the Act**

3669 Contractor shall assist the City in preparing the Annual Report required by the Act as specified in Title 14,
3670 California Code of Regulations, Section 18794. Contractor shall submit supporting documentation and
3671 calculations, for review by the City Contract Manager no later than forty-five (45) calendar days prior to
3672 the State's annual reporting deadline. The City Contract Manager shall review the information submitted
3673 and may direct Contractor to investigate any opportunities to correct possible inaccuracies in the Tonnage
3674 reflected in the Department of Resources Recycling and Recovery's (CalRecycle) Disposal Reporting
3675 System, and request other changes as appropriate. The City Contract Manager shall be responsible for
3676 submitting the revised Annual Report to the State in accordance with the State's annual reporting
3677 deadline. In the event the Contractor does not submit the requested information in accordance with the
3678 timeline described in this Section, the Contractor shall pay the City Liquidated Damages as described in
3679 Section 11.6.

3680 **6.6 Record Keeping and Reporting Required by SB 1383**

3681 Contractor shall assist the City in preparing an initial compliance report and annual reports relative to
3682 compliance with SB 1383.

3683 **6.7 Meet and Confer with City**

3684 If the City Contract Manager requests, the Contractor shall meet with the City Contract Manager to
3685 describe the progress of each active Diversion program and discuss other service issues. Contractor shall
3686 document the results of the programs on a monthly basis, including at a minimum the Tonnage Diverted
3687 by material type, the end use or processor of the Diverted materials and the cost per Ton for Transporting
3688 and Processing each type of material and other such information requested by the Contractor and/or City
3689 Contract Manager necessary to evaluate the performance of each program.

3690 At each meeting, the City Contract Manager and Contractor shall have the opportunity to revise the
3691 program based on mutually agreed upon terms in accordance with provisions of Section 8.5. The City
3692 shall have the right to terminate a program if, in its sole discretion, the Contractor is not cost effectively
3693 achieving the program's goals and objectives. Prior to such termination, the City Contract Manager shall
3694 meet and confer with the Contractor for a period of up to ninety (90) calendar days to resolve the City's

3695 concerns (“meet and confer period”). Thereafter, the City may utilize a third party to perform these
3696 services if the City reasonably believes the third party can improve on Contractor’s performance and/or
3697 cost. Notwithstanding these changes, Contractor shall continue the program during the “meet and confer
3698 period” and, thereafter, until the third party takes over the program.

3699 **6.8 City Contract Manager**

3700 The City has designated the City Contract Manager to be responsible for the monitoring and
3701 administration of this Agreement. Contractor shall meet and confer with the City Contract Manager to
3702 resolve differences of interpretation and implement and execute the requirements of this Agreement in
3703 an efficient and effective manner that is consistent with the stated objectives of this Agreement.

3704 From time to time, the City Contract Manager may designate other agents at the City to work with
3705 Contractor on specific matters. In such cases, those individuals shall be considered designees of the City
3706 Contract Manager for those matters to which they have been engaged. Such designees shall be afforded
3707 all of the rights and access granted thereto. In the event of a dispute between the City Contract Manager’s
3708 designee and Contractor, the City Contract Manager’s determination shall be conclusive.

3709 In the event of dispute between the City Contract Manager and the Contractor regarding the
3710 interpretation of, or the performance of services under, this Agreement, the City Contract Manager’s
3711 determination shall be conclusive except where each such determination results in a material impact to
3712 the Contractor’s revenue and/or cost of operations. In the event of a dispute between the City Contract
3713 Manager and the Contractor that results in such material impact to the Contractor, Contractor may appeal
3714 the determination of the City Contract Manager to the City Council, whose determination shall be
3715 conclusive. For the purposes of this definition, “material impact” is an amount equal to or greater than
3716 Seventy Thousand Dollars (\$70,000) per disputed matter per year. For example, if three matters are
3717 disputed and matter one (1) has a value of \$35,000 per year, matter two (2) has a value of \$75,000 per
3718 year, and matter three (3) has a value of \$65,000 per year; only the City Manager’s determination
3719 regarding matter two (2) may be appealed by the Contractor to the City Council.

3720 **6.9 Right to Inspect Records**

3721 The City Contractor Manager, or their designee, shall have the right to inspect or review SEC 10Q filings,
3722 payroll tax reports, specific documents or records required pursuant to this Agreement, or any other
3723 similar records or reports of the Contractor that it shall deem, at its sole discretion, necessary to evaluate
3724 annual reports, Rate adjustment applications provided for in this Agreement, and the Contractor's
3725 performance provided for in this Agreement.

3726 **6.10 Inspection by City**

3727 The City Contract Manager or their designee shall have the right to observe and review Contractor
3728 operations and Approved Facilities and enter the Premises for the purposes of such observation and
3729 review, during reasonable hours with reasonable notice. In no event shall Contractor prevent access to
3730 such Approved Facility Premises for a period of more than three (3) days after receiving such a request.

3731 **6.11 Customer Service Program**

3732 **6.11.1 Office Location**

3733 Contractor shall maintain a business office in the City, or such other location as the City approves, for
3734 purposes of carrying out its obligations under this Agreement, such approval not being unreasonably
3735 withheld. If the office is located outside of the City, Contractor must ensure that telephone calls to its
3736 office from locations within the City are toll free calls or are billed to Customers as "local calls" by all
3737 telephone companies.

3738 **6.11.2 Office Hours**

3739 Contractor's office shall be open to the public from 7 a.m. to 5 p.m. Monday through Friday. The office
3740 may be closed on Saturdays, Sundays, and Holidays (as defined in Article 1) plus Martin Luther King Day
3741 and Presidents' Day.

3742 **6.11.3 Availability of Representatives**

3743 The office shall be staffed with a sufficient number of Persons capable of accepting payments from
3744 Customers, answering service questions, changing Customer Service Levels, and resolving other Customer
3745 service issues in a timely manner and in accordance with the performance measure described in Exhibit
3746 F. At a minimum, Contractor shall employ one full-time customer service manager and three full-time
3747 customer service representatives dedicated to serving the City and its Customers. A representative of the
3748 Contractor shall be available from 7 a.m. to 5 p.m. Monday through Friday to communicate with the public
3749 in Person and by telephone.

3750 A voice mail service or program shall be available for Persons to leave a message during non-business
3751 hours. Contractor shall return calls received during non-business hours no later than 5:00 p.m. of the
3752 following Business Day. If Contractor fails to meet the requirements described in this Section, the
3753 Contractor shall pay the City Liquidated Damages in accordance with Section 11.6.

3754 Contractor shall provide City Contract Manager with the names and telephone numbers of contact
3755 Persons available during office hours and of emergency contact Persons who will be available during hours
3756 when the office is closed.

3757 Customer service personnel shall maintain a log documenting each Complaint or inquiry received and
3758 listing for each entry the following: date, time, Customer name and address, description of Complaint or
3759 inquiry, and resolution of the Complaints. Copies of this log shall be made available upon City Contract
3760 Manager request.

3761 **6.11.4 Telephone**

3762 Contractor shall maintain a telephone system in operation at its office from 7 a.m. to 5 p.m. and shall have
3763 staff available to answer calls. Contractor shall install telephone equipment sufficient to handle the
3764 volume of calls typically experienced on the busiest days and such telephone equipment shall be capable
3765 of recording a variety of call statistics (e.g., average hold time, average talk time, dropped calls, etc.).
3766 Contractor's phone system shall be TDD compatible for the hearing impaired. Customer service
3767 representatives shall be available to speak to non-English speaking Customers (Spanish and Mandarin at
3768 a minimum.) If Persons are unable with reasonable effort to reach Contractor's office by phone, or are
3769 subject to waiting time "on hold" of more than two (2) minutes prior to reaching a customer service

3770 representative, City Contract Manager may require that Contractor install additional telephone lines or
3771 hire additional customer service representatives. Liquidated damages may be levied for repetitive
3772 Complaints regarding waiting time longer than two (2) minutes in accordance with Section 11.6.

3773 Contractor shall maintain a special telephone hotline for Commercial Compostables Customers that will
3774 ring directly to a customer service representative that has special training and expertise in this particular
3775 program.

3776 **6.11.5 Website**

3777 Contractor shall develop and maintain a publicly-accessible website describing services provided in the
3778 City. The site shall include: (1) a description of all Collection services and details related to their
3779 implementation, (2) answers to frequently asked questions; (3) Rates for Single-Family, Multi-Family,
3780 Commercial, and Drop Box/Compactor Service; (4) Recyclable Materials and Compostable Materials
3781 Customer set-out specifications; (5) Collection service schedule and map; (6) Holidays that impact
3782 Collection service schedule and related set-out instructions, (7) ability to view and pay bills on line; (8)
3783 ability to schedule On-Call Single-Family Clean-Up Services and On-Call Multi-Family Clean-Up Services,
3784 Bulky Item and E-Waste Collections, and extra/overage Collections; (9) ability to request Service
3785 Level/type changes, Drop Box/Compactor Service, and service terminations; (10) ability to request
3786 paperless public education and outreach communications, bills, and other materials via electronic
3787 delivery; (11) the ability to opt- out of electronic information from the Contractor and/or the City; and
3788 (12) other related topics. The website shall also allow a Customer to e-mail a question, compliment, or
3789 Complaint to the Contractor and Contractor shall provide a response to e-mail inquiries or Complaints
3790 within twenty-four (24) hours of receipt. Contractor shall arrange for the City's website to include an e-
3791 mail link to Contractor and a link to the Contractor's website. Contractor's website shall track web visits.
3792 Additional website requirements are specified in Exhibits C and C1.

3793 **6.11.6 Customer Satisfaction Survey**

3794 The City Contract Manager may conduct a Customer satisfaction survey every year.

3795 **6.11.7 Training**

3796 Customer service representatives shall receive training during each quarter of the calendar year on City-
3797 specific Collection programs and service requirements. During the training, a City-specific Collection
3798 service and Rate information sheet, training agenda, and associated documentation shall be provided to
3799 and discussed with employees. Information sheet, training agenda, and associated documentation shall
3800 be forwarded by Contractor to the City Contract Manager each quarter after the training in accordance
3801 with quarterly reporting requirements of Section 6.3.3.D. The City Contract Manager may review the
3802 training materials and request changes.

3803 The Contractor shall notify the City Contract Manager of the date and time of the scheduled Customer
3804 service training sessions (pursuant to quarterly reporting requirements of Section 6.3.3.D) and the City
3805 Contract Manager may, at its option, attend the meetings.

3806 Contractor shall also train its customer service representatives regarding the Commercial Food Scrap
3807 Program, and will conduct periodic, but at Contractor's discretion not more than once per quarter,
3808 telephone survey programs to determine Customer knowledge and satisfaction with the Program.
3809 Contractor shall provide the City Contract Manager with a report of any such surveys.

3810 Contractor will use customer service and outreach efforts and materials to minimize contaminants (e.g.,
3811 glass and plastics).

3812 **6.11.8 Access to Customer Service and Billing Systems**

3813 Contractor shall provide access and any necessary training to one (1) or more City employee(s) (as
3814 designated by the City Contract Manager) regarding the use of Contractor information systems.
3815 Contractor shall designate one (1) member of Contractor staff to work directly with such City employee.
3816 Contractor shall provide such City employee with read-only access to Customer service, call center, and
3817 operations information systems in order to validate Contractor performance standards, and recommend
3818 changes to Customer Service Levels to resolve service issues or otherwise address Customer needs. In the
3819 event that recommended Service Level changes are made, the designated City staff will work with
3820 Contractor's route manager to make such changes. Contractor shall also provide access to Customer
3821 contact information (including email addresses) for purposes of City-provided public education and
3822 outreach activities. In addition, Contractor shall ensure that the City Contract Manager and any other City
3823 staff, as requested by the City, have read-only access to all service order, Billing, and Customer service
3824 records in Contractor's internal information systems. Such read-only access is intended to provide the City
3825 the ability to review notes related to Customer service and/or Billing issues.

3826 **6.12 Service Complaints**

3827 Contractor shall receive verbal Complaints through its Customer service center and shall have e-mail
3828 capabilities (accessible through the Contractor's website) to enable Persons to communicate Complaints
3829 to Contractor via e-mail. Contractor shall be responsible for the prompt and courteous attention to, and
3830 prompt and reasonable resolution of, all Complaints. Contractor shall record in a separate log all
3831 Complaints, noting the name and address of complainant, date and time of Complaint, nature of
3832 Complaint, and nature and date of resolution. This Complaint log shall be retained by the Contractor for
3833 the Term and shall be made available for review upon City Contract Manager request. In addition,
3834 Contractor shall compile a summary statistical table of the Complaint log, satisfactory to the City Contract
3835 Manager, and submit the table to City Contract Manager each quarter.

3836 Contractor shall respond to all Complaints from Generators or Customers by phone or email within
3837 twenty-four (24) hours, weekends and Holidays excluded, by informing the Customer of the action
3838 Contractor will take to remedy the Complaint or respond to the service request. In particular, if a
3839 Complaint involves a failure to Collect Solid Waste, Recyclable Materials, or Compostable Materials from
3840 a Premises (missed pick-up), required by this Agreement, Contractor shall Collect the material in question
3841 within twenty-four (24) hours of receipt of the Complaint, provided it has been delivered for Collection in
3842 accordance with the Livermore Municipal Code, Title 8, Chapter 8.08, Solid Waste Management. If
3843 Contractor fails to meet the requirements described in this Section, the Contractor shall pay the City
3844 Liquidated Damages in accordance with Section 11.6.

3845 Commencing January 1, 2022, Contractor shall notify City of Complaints regarding non-compliance with
3846 SB 1383, received within 90 days of receiving Complaint.

3847 **6.13 Title to Solid Waste**

3848 Once Solid Waste, Recyclable Materials, Construction and Demolition Debris, and/or Compostable
3849 Materials are placed in Containers and properly placed at the Collection location, ownership and the right
3850 to possession shall transfer directly from the Generator to Contractor by operation of this Agreement.
3851 Subject to Contractor's objective to meet the Act and Measure D Diversion goals, City goals, and City's
3852 right to direct Contractor to Process and/or Dispose of Solid Waste at a particular licensed Site or to
3853 Dispose of Solid Waste at a permitted Disposal Site, Contractor is hereby granted the right to retain,
3854 Recycle, Process, Dispose of, and otherwise use such Solid Waste, Recyclable Materials or Compostable
3855 Materials or any part thereof, in any lawful fashion or for any lawful purpose desired by Contractor.
3856 Subject to the provisions of this Agreement, Contractor shall have the right to retain any benefit resulting
3857 from its right to retain, Recycle, Process, Dispose of, or reuse the Solid Waste, Recyclable Materials,
3858 Construction and Demolition Debris, or Compostable Materials which it Collects. Solid Waste, Recyclable
3859 Materials, Construction and Demolition Debris, or Compostable Materials or any part thereof, which is
3860 deposited at a Disposal Site, Transfer Station, Composting Site or Processing Site shall become the
3861 property of the Owner or operator of the facility, once deposited there by Contractor.

3862 On a short-term basis not to exceed more than five (5) calendar days per year, City may obtain ownership
3863 or possession of Solid Waste, Construction and Demolition Debris, Recyclable Materials, or Compostable
3864 Materials placed for Collection upon written notice of its intent to do so, however, nothing in this
3865 Agreement shall be construed as giving rise to any inference that City has such ownership or possession
3866 unless such written notice has been given to Contractor.

3867 **6.14 Non-Discrimination**

3868 Contractor shall not discriminate in the provision of service or the employment of Persons engaged in
3869 performance of this Agreement on account of race, color, religion, sex, age, marital status, sexual
3870 orientation, physical handicap or medical condition in violation of any applicable federal or State law.

3871 **6.15 Report of Accumulation of Solid Waste; Unauthorized Dumping**

3872 Contractor shall direct its drivers to note: (1) the addresses of any Premises at which they observe that
3873 Solid Waste, Recyclable Materials or Compostable Materials is accumulating and is not being delivered
3874 for Collection; and (2) the address, or other location description, at which Solid Waste, Recyclable
3875 Materials or Compostable Materials has been dumped in an apparently unauthorized manner. Contractor
3876 shall deliver the address or description to City Contract Manager within five (5) working days of such
3877 observation.

3878 **6.16 Administration of Service Exemption Programs**

3879 Contractor shall allow for Persons that have a disability as defined by the Americans with Disabilities Act
3880 (which means Public Law 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 27 U.S.C. 225 and 611, and
3881 all Federal rules and regulations relating thereto) that are Occupants of Single-Family Premises and Multi-

3882 Family Premises to receive Collection services at a location other than Curbside at no extra charge to the
3883 Customer. Contractor shall review all applications (which shall include statements from physicians) made
3884 by Customers to determine conformance with this exemption provision and shall grant exemptions if
3885 applicable. With regard to all requirements of this Section, the Contractor shall make reasonable
3886 accommodations with regard to provision of and servicing of Containers (e.g., Container size and type,
3887 placement of Containers for Collection, etc.) at no additional cost to the Customer.

3888 **6.17 Performance Review and Audits**

3889 **6.17.1 Performance Review**

3890 In addition to any and all reports the Contractor must provide, or the City may request, in this Agreement,
3891 the City shall have the right to conduct two (2) reviews of Contractor's performance during the Term to
3892 verify that Contractor has fulfilled its obligations under the Agreement, in addition to the Commercial and
3893 Multi-Family Program Performance Report described in Section 5.17.9. City Contract Manager may
3894 conduct such performance reviews at any point during the Term. Upon notice from City that a
3895 performance review will be conducted, Contractor shall provide all information requested by City Contract
3896 Manager and cooperate with the review. Performance review may focus on, but is not necessarily limited
3897 to: call center performance, total Complaints, missed pick-ups Complaints, noise Complaints, contract
3898 compliance, Diversion results, Customer participation levels in Diversion programs, vehicle maintenance,
3899 compliance with the implementation plan, and public education and outreach efforts. The City Contract
3900 Manager will supervise the evaluation and may provide a formal report to City Council. At City Contract
3901 Manager's request, Contractor shall make a presentation to City Council reporting the Contractor's
3902 perspective on the results. Contractor shall be responsible for reimbursing the City for the cost of each
3903 such review, in an amount up to sixty thousand dollars (\$60,000) per review for each performance review
3904 in 2020 dollars. The sixty thousand dollar (\$60,000) amount of the performance review reimbursement
3905 shall be adjusted in accordance with the adjustment method described in Section 3 of Exhibit I or Section
3906 3 of Exhibit J.

3907 **6.17.2 Payment and Billings Audit**

3908 The City shall have the right to conduct three (3) audits of Contractor's Billings and payment of monies
3909 due to the City during the Term to verify that Contractor has accurately billed Customers, and has
3910 calculated and transmitted all fees and payments as required by this Agreement. Upon notice from City
3911 that a payment and Billings audit will be conducted, Contractor shall provide all information requested by
3912 the City and cooperate with the audit. Contractor shall be responsible for reimbursing the City for the cost
3913 of each such audit, in an amount up to thirty-five thousand dollars (\$35,000) per audit in 2020 dollars,
3914 adjusted annually in accordance with the adjustment method described in Section 3 of the Exhibit I or
3915 Section 3 of Exhibit J.

3916 **6.18 Provision of Emergency Services**

3917 Contractor shall provide emergency services at the City's request in the event of major accidents,
3918 disruptions, or natural calamities in a manner consistent with the services and procedures identified in its
3919 contingency plan required in accordance with Section 5.19. Contractor agrees to take direction from the
3920 City Contract Manager related to services performed by any disaster debris hauler and disaster debris

3921 monitor contracted by the City. Emergency services may include, but are not limited to, assistance
3922 handling salvaged materials, Processing, Composting, or Recycling materials, or Disposing of Solid Waste
3923 following a major accident, disruption, or natural calamity. Contractor shall be capable of providing
3924 emergency services within twenty-four (24) hours of notification by the City or as soon thereafter as is
3925 reasonably practical in light of the circumstances. Emergency services, which exceed the Contractor's
3926 obligations, shall be compensated in accordance with Section 8.4. If Contractor cannot provide the
3927 requested emergency services, the City shall have the right to take possession of the Contractor's
3928 equipment for the purposes of providing emergency services in accordance with Article 10.

3929 **6.19 Assistance to City with Code and Plan Reviews**

3930 Contractor shall provide staff and time to assist the City in evaluating and revising its Municipal Code and
3931 Planning and Zoning Code requirements related to Collection of Solid Waste, Recyclable Materials, and
3932 Compostable Materials; space allocation and enclosure requirements for Containers, etc. In addition,
3933 Contractor shall provide staff with the expertise to review building plans for new Residential and
3934 Commercial development projects during the City's permit review process to verify the reasonableness of
3935 the space allocation and enclosure design for Solid Waste, Recyclable Materials, and Compostable
3936 Materials Containers and the accessibility of such areas. For these plan reviews, the Contractor may be
3937 requested to visit the site and submit written recommendations for improvements to the design. Plan
3938 reviews shall be completed within two (2) weeks of the City's request for such review. The City anticipates
3939 approximately five (5) to ten (10) reviews may be requested annually.

3940 **6.20 Unincorporated Alameda County Services**

3941 Contractor is authorized to Collect Solid Waste, Recyclable Materials, and Compostable Materials from
3942 Residential and Commercial Premises within unincorporated portions of Alameda County in accordance
3943 with the terms described in the Memorandum of Understanding Between the City of Livermore, Alameda
3944 County and Livermore Sanitation, Inc. Regarding Solid Waste and Recycling Services dated November 26,
3945 2012 attached hereto as Exhibit P. Any subsequent amendments to the Memorandum of Understanding
3946 Between the City of Livermore, Alameda County and Livermore Sanitation, Inc. Regarding Solid Waste and
3947 Recycling Services dated November 26, 2012 agreed to by the parties in writing shall be reflected in a
3948 revised Exhibit P and shall be binding upon the parties.

3949 **6.21 Services to the Livermore Valley Joint Unified School District**

3950 This Section establishes parameters for the Contractor's Collection of Solid Waste, Recyclable Materials,
3951 and Compostable Materials from the Livermore Valley Joint Unified School District, and identifies the
3952 methodology used to fully compensate the City for the use of assets paid for by Livermore rate payers.

3953 Contractor is authorized to provide Collection Service to the Livermore Valley Joint Unified School District
3954 during the term of this Agreement provided the Contractor adheres to the terms of this Section and the
3955 terms identified in the Solid Waste and Recycling Services Agreement between the Livermore Valley Joint
3956 Unified School District and Livermore Sanitation, Inc. dated August 1, 2013, and any subsequent
3957 amendments or extensions, attached hereto as Exhibit Q.

3958 On an annual basis, Contractor will apply a credit to the Total Calculated Costs for the coming Rate Period
3959 as part of the required rate application described in Section 8.3 and in Schedule D to Exhibits I and J.
3960 Contractor also agrees to provide cost allocation estimates and any other information deemed necessary
3961 by the City Contract Manager.

3962 The Contractor is permitted to commingle Solid Waste Materials Collected under this Agreement with
3963 Solid Waste Materials Collected from the Livermore Valley Joint Unified School District. Likewise, the
3964 Contractor is permitted to commingle Recyclable Materials Collected under this Agreement with
3965 Recyclable Materials Collected from the Livermore Valley Joint Unified School District and the Contractor
3966 is permitted to commingle Compostable Materials Collected under this Agreement with Compostable
3967 Materials Collected from the Livermore Valley Joint Unified School District.

3968 Contractor agrees to estimate the amount of Solid Waste, Recyclable, and Organic Materials Collected
3969 from the Livermore Valley Joint Unified School District and report the estimated Tonnage to the City
3970 Contract Manager at least once per year.

3971 The Contractor is exempt from the payment of the Agreement Fee and other City fees specified in Article
3972 7 on revenues received from schools that are part of the Livermore Valley Joint Unified School District.

3973

ARTICLE 7.

3974

AGREEMENT FEE AND OTHER CITY FEES

3975 **7.1 Agreement Fee**

3976 In consideration of the exclusive rights provided Contractor herein, Contractor shall pay to City eleven
3977 percent (11%) of its Gross Rate Revenues. On a monthly basis, the Agreement Fee amount shall equal
3978 eleven percent (11%) of the Gross Rate Revenues collected by Contractor during the previous month for
3979 services provided under this Agreement. The Agreement Fee shall be paid monthly to the City in
3980 accordance with procedures and terms and conditions described in Section 7.10. This fee may be adjusted
3981 by City Council resolution.

3982 **7.2 Franchise Monitoring and Enforcement Fee**

3983 The Contractor shall pay the City a Franchise Monitoring and Enforcement Fee, which the City shall use to
3984 offset expenses related to contract management, compliance, and monitoring, and to enforce the
3985 franchise with respect to any violations by third parties, including initiating and/or assisting in prosecuting
3986 enforcement actions. The City shall retain the sole right to set priorities for its contract monitoring and
3987 enforcement among City personnel. This fee shall be a pass-through cost. The amount of the Franchise
3988 Monitoring and Enforcement Fee shall be \$228,931 in Rate Period Ten. The amount of the Franchise
3989 Monitoring and Enforcement Fee for subsequent Rate Periods shall be adjusted annually using the annual
3990 percentage change in the Consumer Price Index (Urban Wage Earners and Clerical Workers) for the San
3991 Francisco-Oakland-Hayward, CA geographic area, or for such area as may be subsequently designated by
3992 the U.S. Bureau of Labor Statistics in accordance with the adjustment method described in Section 3 of
3993 the Exhibit I or Section 3 of Exhibit J, or shall be the amount specified by the City.

3994 Except as expressly provided below, during the Term of this Agreement and any extension of it, Contractor
3995 shall remit one-twelfth (1/12) of the total annual Franchise Monitoring and Enforcement Fee to the City
3996 each month in accordance with procedures and terms and conditions described in Section 7.10.

3997 **7.3 Street Sweeping Services Fee**

3998 The City considers street sweeping a necessary component of Solid Waste management, necessary for
3999 the public health, safety, and welfare, to prevent Litter from entering the City's storm drainage facilities,
4000 as well as for aesthetic purposes. Pursuant to Chapter 8.08, Article IX of the Solid Waste Management
4001 Section of the Livermore Municipal Code, the City is authorized to establish a fee for street sweeping
4002 purposes. For Rate Period Ten, Contractor shall pay a Street Sweeping Services Fee to the City each month
4003 equal to \$53,333, which totals \$640,000 annually. The amount of the Street Sweeping Services Fee for
4004 subsequent Rate Periods shall be adjusted annually using the annual percentage change in the Consumer
4005 Price Index (Urban Wage Earners and Clerical Workers) for the San Francisco-Oakland-Hayward, CA
4006 geographic area, or for such area as may be subsequently designated by the U.S. Bureau of Labor Statistics
4007 in accordance with the adjustment method described in Section 3 of the Exhibit I or Section 3 of Exhibit J,
4008 or shall be the amount specified by the City. Contractor shall send the collected fee to the City on a
4009 monthly basis in accordance with procedures and terms and conditions described in Section 7.10.

4010 **7.4 Rate Review and Performance Review Fee**

4011 The City considers the Rate review and performance review process to be extremely complex requiring a
4012 contract with a consultant in order to provide the best review possible of the Contractor Rate adjustment
4013 application resulting in adjustment of Rates consistent with the terms of this Agreement. Two types of
4014 Rate reviews will be conducted (an indexed-based adjustment and a cost-based adjustment as described
4015 in Article 8), depending on the Rate Period. The City Contract Manager may conduct performance reviews
4016 and plans to request assistance from a consultant to assess the Contractor's performance including, but
4017 not limited to, the Contractor's performance with regard to Customer service, Complaints, contract
4018 compliance, Diversion results, Customer participation levels in Diversion programs, and public education
4019 and outreach efforts.

4020 For Rate Period Ten the Rate Review and Performance Review Fee shall be \$0. The amount of the Rate
4021 Review and Performance Review Fee for subsequent Rate Periods shall be specified by the City Contract
4022 Manager and upon City direction the fee shall be adjusted annually using the annual percentage change
4023 in the Consumer Price Index (Urban Wage Earners and Clerical Workers) for the San Francisco-Oakland-
4024 Hayward, CA geographic area, or for such area as may be subsequently designated by the U.S. Bureau of
4025 Labor Statistics in accordance with the adjustment method described in Section 3 of the Exhibit I or Section
4026 3 of Exhibit J. If the City Contract Manager specifies a Rate Review and Performance Review Fee,
4027 Contractor shall send the collected fee to the City on a monthly basis in accordance with procedures and
4028 terms and conditions described in Section 7.10.

4029 **7.5 Vehicle Impact Fee**

4030 Contractor has paid the City a Vehicle Impact Fee for Rate Periods 1 through 9. For Rate Period 10,
4031 Contractor shall pay a Vehicle Impact Fee to the City each month equal to \$88,743, which equals
4032 \$1,064,924 annually. This fee is to reimburse the City for street maintenance costs incurred because of
4033 Collection Vehicles traveling on City streets.

4034 The Vehicle Impact Fee shall be adjusted annually using the annual percentage change in the Consumer
4035 Price Index (All Urban Consumers) for the San Francisco-Oakland-Hayward, CA geographic area, or for
4036 such area as may be subsequently designated by the U.S. Bureau of Labor Statistics in accordance with
4037 the adjustment method described for Vehicle-Related Costs in Section 3.A.2 of the Exhibit I or Section
4038 3.A.3.b of Exhibit J, or shall be the amount specified by the City. Contractor shall send the collected fee
4039 to the City on a monthly basis in accordance with procedures and terms and conditions described in
4040 Section 7.10.

4041 **7.6 Neighborhood Preservation Fee**

4042 The Neighborhood Preservation section of the City's Community Development Department assists to
4043 enforce the City's Municipal Code as it applies to property maintenance, property nuisances and other
4044 issues in Residential and Commercial zoning districts. The Neighborhood Preservation staff works closely
4045 with all City departments in order to resolve health, safety, and public nuisance problems that may
4046 adversely affect the quality of life for citizens of the City.

4047 Contractor has paid the City a Neighborhood Preservation Fee for Rate Periods 1 through 9. For Rate
4048 Period Ten, Contractor shall pay a Neighborhood Preservation Fee to the City each month equal to
4049 \$14,838, which totals \$178,058 annually. The amount of the Rate Neighborhood Preservation Fee for
4050 subsequent Rate Periods shall be adjusted annually using the annual percentage change in the Consumer
4051 Price Index (Urban Wage Earners and Clerical Workers) for the San Francisco-Oakland-Hayward, CA
4052 geographic area, or for such area as may be subsequently designated by the U.S. Bureau of Labor Statistics
4053 in accordance with the adjustment method described in Section 3 of the Exhibit I or Section 3 of Exhibit J,
4054 or shall be the amount specified by the City Contract Manger. Contractor shall send the collected fee to
4055 the City on a monthly basis in accordance with procedures and terms and conditions described in Section
4056 7.10.

4057 **7.7 Third Party Fees**

4058 Should another governmental agency require the collection of a fee or fees from Customers, Contractor
4059 shall add such fee to its Customer Billing without modification or mark up, collect the fee, and Transfer
4060 the resulting funds to the other governmental agency or, at the option of the City, to the City for payment
4061 to the other governmental agency. Such Third Party Fees are not a Change in Law and are not included in
4062 the calculation of the maximum 9% rate increase in Section 8.2.C. Should Contractor incur actual
4063 demonstrable additional costs in administering these fees, Contractor may submit a request to be
4064 compensated to the City Contract Manager who in their sole discretion may grant such request. To the
4065 extent that such fees become a component of bad debt, then they shall be governed by the Bad Debt
4066 Collection Process described in Section 6.1.2 of this Agreement.

4067 **7.8 SB 1383 Fee**

4068 The Contractor shall pay an SB 1383 Fee to City each month. The amount of the SB 1383 Fee shall be eight
4069 thousand three hundred and thirty four dollars (\$8,334) per month beginning in Rate Period 11 (July 1,
4070 2020). City shall use the SB 1383 Fee to offset expenses including staffing costs related to City programs,
4071 pilot studies, education and outreach campaigns, technical assistance to Customers, reporting,
4072 compliance, provision of special Containers, enforcement, or other activities involved in compliance with
4073 SB 1383. The City Contract Manager shall retain the sole right to set priorities for the use of its SB 1383
4074 Fee. The amount of the SB 1383 Fee for subsequent Rate Periods shall be adjusted annually using the
4075 annual percentage change in the Consumer Price Index (Urban Wage Earners and Clerical Workers) for
4076 the San Francisco-Oakland-Hayward, CA geographic area, or for such area as may be subsequently
4077 designated by the U.S. Bureau of Labor Statistics in accordance with the adjustment method described in
4078 Section 3 of the Exhibit I or Section 3 of Exhibit J, or shall be the amount specified by the City Contract
4079 Manager.

4080 **7.9 Other Fees**

4081 The City shall reserve the right to set other fees as it deems necessary, subject to City Council approval.
4082 The amount of the Fee shall be adjusted annually using the annual percentage change in the Consumer
4083 Price Index (Urban Wage Earners and Clerical Workers) for the San Francisco-Oakland-Hayward, CA
4084 geographic area, or for such area as may be subsequently designated by the U.S. Bureau of Labor Statistics
4085 in accordance with the adjustment method described in Section 3 of the Exhibit I or Section 3 of Exhibit J,
4086 or shall be the amount specified by the City Contract Manager. Contractor shall send the collected fee to
4087 the City on a monthly basis, or as specified by the City Contract Manager, in accordance with procedures
4088 and terms and conditions described in Section 7.10.

4089 **7.10 Procedures for Monthly Submittal of Fees**

4090 On or before the twentieth (20th) day of each month during the Term of this Agreement, Contractor shall
4091 remit to City the fees due in accordance with this Section. If the fees are not paid on or before the
4092 twentieth (20th) day of any month, Contractor shall pay in addition to the amount owed to City a late
4093 payment penalty in an amount equal to two percent (2%) of the amount owing for that month. Contractor
4094 shall pay an additional two percent (2%) owing on any unpaid balance for each following thirty (30)
4095 calendar day period the fee remains unpaid. Late payment penalty amounts shall not be reimbursed to
4096 Contractor. The late payment penalty amounts are not intended as interest on debt, but rather are
4097 intended as a predetermined penalty for failure to meet an obligation under this Agreement.

4098 Each monthly remittance to City shall be accompanied by a statement detailing Gross Rate Revenues for
4099 the period covered from all operations conducted or permitted pursuant to this Agreement. This monthly
4100 statement shall identify billed revenues and actual Gross Rate Revenues received listed separately for
4101 Single-Family, Multi-Family, Commercial, and Drop Box/Compactor Customers. In addition, Contractor
4102 shall maintain copies of all Billing and collection records for five (5) years, following the expiration or
4103 earlier termination of this Agreement, for inspection and verification by City Contract Manager at any
4104 reasonable time upon request.

4105 Contractor is obligated to pay all City fees (identified on the Commencement Date in this Article 7 and any
4106 new City fees established in accordance with Section 7.9) to the City in accordance with procedures
4107 described in Section 7.10. Such payments shall be due to City regardless of the actual Contractor
4108 Compensation and regardless of the amount of the actual Gross Rate Revenues received by the
4109 Contractor.

4110 **7.11 Adjustment to Fees**

4111 City may adjust the amount of the fees at any time. Such adjustment shall warrant an adjustment in the
4112 City-approved Rates to reflect the changes in the amount of the fees. In the event Contractor is requested
4113 to pay increased City fees before the Rates are adjusted, Contractor would receive retroactive
4114 compensation for payment of any increased fees before the corresponding Rate increase takes effect.

4115 **ARTICLE 8.**

4116 **CONTRACTOR'S COMPENSATION**

4117 **8.1 Overview**

4118 The Contractor's Compensation for performance of all its obligations under this Agreement shall be Gross
4119 Revenue. Contractor's Compensation provided for in this Article shall be the full, entire and complete
4120 compensation due to Contractor pursuant to this Agreement for all labor, equipment, materials and
4121 supplies, Processing and Disposal fees, fees due to City, taxes, insurance, bonds, overhead, operations,
4122 profit and all other things necessary to perform all the services required by this Agreement in the manner
4123 and at the times prescribed.

4124 If Contractor's actual costs, including fees due to City, are more than Gross Revenue, Contractor shall not
4125 be compensated for the difference in actual costs and actual Gross Revenue (excepting the provisions
4126 included in Section 8.4). If Contractor's actual costs are less than the actual Gross Revenue, Contractor
4127 shall retain the difference provided that Contractor has paid City fees pursuant to Article 7.

4128 Under this Agreement, Contractor shall have the right and obligation to charge and collect from
4129 Customers, Rates in Exhibit H that are approved by the City for provision of services to Customers.

4130 The Rates for Rate Period Eleven are based on the Contractor's Proposal for the Extension Period (Exhibit
4131 G1). Contractor's proposed costs and operating assumptions for Rate Period Eleven are presented in
4132 Exhibit G.1. Rates for Rate Period Thirteen and subsequent Rate Periods shall be adjusted annually in
4133 accordance with Section 8.2 using an index-based adjustment method that involves adjustments using
4134 various cost indices and adjustments to Disposal and Processing costs to reflect actual Tonnage. Rate
4135 Period Sixteen shall be adjusted in accordance with Section 8.2 using a cost-based adjustment
4136 methodology that involves a review of Contractor's actual costs and projection of costs for the coming
4137 Rate Period. The cost-based adjustment process is intended to provide the City and the Contractor with
4138 the opportunity to adjust Rates to more accurately reflect actual costs of operations if the cost indices are
4139 not tracking with actual changes in costs. In the event that the Agreement is extended beyond Rate Period

4140 Twenty One, either Party may request that Rates for Rate Period Twenty Two be adjusted using the cost-
4141 based methodology.

4142 **8.2 Rate Review Process**

4143 A. **General.** The City shall be responsible for approving Rates as described in this Article. If at any time
4144 during the Term of the Agreement, the Contractor determines the need for a Rate that does not
4145 appear on the City-approved Rate schedule in Exhibit H, Contractor shall immediately notify the City
4146 and request establishment of such Rate. For example, if a Customer requires Collection of a fifteen
4147 (15) cubic yard Compactor five (5) times per week and the City-approved Rate schedule does not
4148 include this level of service, the Contractor must request that the City approve a Rate for this level of
4149 service.

4150 B. **Rates for Rate Period Eleven and Twelve.** Rates for Rate Periods Eleven and Twelve were determined
4151 by Contractor and City Contract Manager and were approved by City Council resolution at the time of
4152 the execution of this Agreement and are reflected in Exhibit H. The Rates for Rate Period Eleven are
4153 effective January 1, 2021 through June 30, 2021. The Rates for Rate Period Twelve are effective July
4154 1, 2021 through June 30, 2022. Rates for Rate Periods Eleven and Twelve shall not be adjusted to
4155 reflect either increases or decreases in costs from those anticipated by Contractor; provided,
4156 however, that if any adjustments for Rate Period Eleven or Rate Period Twelve are warranted under
4157 Section 8.4 or 8.5, such adjustments will be made retroactively in Rate Period Thirteen. Rates for Rate
4158 Periods 13 and beyond shall be determined in accordance with Section 8.3 and, to the extent
4159 applicable, Sections 8.4 and 8.5.

4160 As an inducement to enter this Agreement, Contractor offered City to have no rate adjustment from
4161 Rate Period Ten to Rate Periods Eleven and Twelve. Rather than have no increase and then a
4162 disproportionately high increase to rates in Rate Period Thirteen, the City and Contractor agreed to
4163 a rate increase in Rate Periods Eleven and Twelve with the difference between the approved increase
4164 and the no increase alternative offered by Contractor contributed to a rate reserve fund retained by
4165 the Contractor (the "rate reserve"), until such funds were earned by the Contractor through a lesser
4166 increase to rates calculated in accordance with this Agreement or through the Contractor's incurring
4167 costs for services and programs not contemplated in this Agreement and not otherwise provided for
4168 in this Agreement.

4169 In order to determine the difference between the approved increase and the no increase alternative
4170 offered by Contractor, at the time rates are determined, Contractor will provide a projection, with
4171 supporting information, of Gross Rate Revenues (with and without the approved rate increase). For
4172 example, if the Gross Rate Revenues in Rate Period 11 without a rate increase were projected to be
4173 \$28,000,000, and the approved rate increase were 2.0%, then the projected Gross Rate Revenues
4174 would be \$28,560,000 and the anticipated deposit to the rate reserve would be \$560,000 which
4175 equals 1.96% ($\$560,000/\$28,560,000$).

4176 At the end of Rate Periods 11 and 12, Contractor shall provide a report of Actual Gross Rate Revenues.
4177 For example, if at the end of Rate Period 11 the Gross Rate Revenues were \$28,750,000, then the
4178 Gross Rate Revenue would be multiplied by the 1.96% resulting in \$563,500 being contributed to the
4179 rate reserve. Alternatively, should the Rate Period 11 Gross Rate Revenues be \$28,250,000, then this
4180 amount would be multiplied by the 1.96% resulting in \$553,700 being contributed to the rate reserve.

4181 Starting in Rate Period 13 at the City's discretion, the Contractor may be compensated from the rate
 4182 reserve for any rate adjustment less than that calculated in accordance with the annual adjustment
 4183 process or under Sections 8.4 or 8.5. For example, if the rate reserve is used to offset a rate increase
 4184 in Rate Period 13 the rate adjustment process resulted in a revenue requirement of \$29,000,000
 4185 corresponding to a rate increase of 3.5% (\$1,015,000), and the approved rate increase were 2.0%
 4186 (corresponding to \$580,000), then the difference of \$435,000 1.50% (\$435,000/\$29,000,000) would
 4187 be contributed from the rate reserve. If at the end of Rate Period 13 the Gross Rate Revenues were
 4188 \$29,500,000, it would be multiplied by the 1.50% resulting in \$442,500 being earned by the Contractor
 4189 and subtracted from the rate reserve. Alternatively, should the Rate Period 13 Gross Rate Revenues
 4190 be \$28,540,000, then this amount would be multiplied by the 1.5% resulting in \$428,100 being
 4191 subtracted from the rate reserve. The Parties agree that the rate reserve funds will be used by the
 4192 end of the initial term of the Agreement, before the end of Rate Period 20 on June 30, 2030.

4193 C. **Annual Adjustment Process.** The Rates shall be adjusted annually, with City Council approval,
 4194 commencing July 1, 2022 through the remaining Term of this Agreement including any extension
 4195 periods. The adjustments to Rates shall be determined using one of two methodologies: (1) an index-
 4196 based adjustment, or (2) cost-based adjustment. The index-based adjustment, which is described in
 4197 Exhibit I, involves use of various cost adjustment factors (such as the percentage change in the
 4198 consumer price index and percentage change in the Approved Disposal Site tipping fee) to calculate
 4199 adjusted Rates. The cost-based adjustment, which is described in Exhibit J, involves a detailed review
 4200 of the Contractor's actual costs of service and determination of adjusted Rates to reflect Contractor's
 4201 projected costs. The Rate Period 16 overall increase is capped at no more than 3%; if the increase
 4202 warranted is greater than 3% in Rate Period 16, the adjustment will be spread over the remaining
 4203 Term of this Agreement ending on June 30, 2030 at the end of Rate Period 20. In all other years, the
 4204 cost-based adjustment shall not exceed a nine percent (9%) increase in Rates. The following table
 4205 specifies when the two Rate adjustment methods shall be used.

Rate Period	Commencement Date of Rate Period	Adjustment Method Used to Determine Rates for the Rate Period	Rate Adjustment Application Submittal Date
1	July 1, 2010	Not Applicable;	Not Applicable
2	July 1, 2011	Index-Based	January 1, 2011
3	July 1, 2012	Index-Based	January 1, 2012
4	July 1, 2013	Index-Based unless the City requests Cost-Based	For Cost-Based: Notice by September 1, 2012; Application by December 1, 2012; For Index-Based: Application by January 1, 2013
5	July 1, 2014	Index-Based	January 1, 2014
6	July 1, 2015	Index-Based	January 1, 2015
7	July 1, 2016	Index-Based	January 1, 2016

Rate Period	Commencement Date of Rate Period	Adjustment Method Used to Determine Rates for the Rate Period	Rate Adjustment Application Submittal Date
8	July 1, 2017	Index-Based unless one Party requests Cost-Based	For Cost-Based: Notice by September 1, 2016; Application by December 1, 2016; For Index-Based: Application by January 1, 2017
9	July 1, 2018	Index-Based	January 1, 2018
10	July 1, 2019	Index-Based	January 1, 2019
11	July 1, 2020	Not Applicable; Rates specified in Exhibit H to be effective January 1, 2021	N/A
12	July 1, 2021	Not Applicable; Rates specified in Exhibit H to be effective July 1, 2021	N/A
13	July 1, 2022	Index-Based	January 1, 2022
14	July 1, 2023	Index-Based	January 1, 2023
15	July 1, 2024	Index-Based	January 1, 2024
16	July 1, 2025	Cost-Based	January 1, 2025
17	July 1, 2026	Index-Based	December 1, 2025
18	July 1, 2027	Index-Based	January 1, 2027
19	July 1, 2028	Index-Based	January 1, 2028
20	July 1, 2029	Cost-Based	January 1, 2029
21*	July 1, 2030	Index-Based	January 1, 2030
22*	July 1, 2031	Index-Based unless one Party requests Cost-Based	For Cost-Based: Notice by September 1, 2030; Application by December 1, 2030; For Index-Based: Application by January 1, 2031
23*	July 1, 2032	Index-Based	January 1, 2032
24*	July 1, 2033	Index-Based	January 1, 2033
25*	July 1, 2034	Index-Based	January 1, 2034

4206 *Applicable only if the Term is extended pursuant to Section 3.4.

4207 D. **Rate Structure.** The Contractor shall have the sole and exclusive right to change the relationship of
4208 individual Rates in comparison with other Rates as the Contractor deems appropriate. Any such
4209 changes would occur in conjunction with the annual Rate adjustment process described in Section

4210 8.2.C or in conjunction with a Rate adjustment resulting from a Special Rate Review in accordance
4211 with Section 8.4.

4212 **8.3 Rate Application Process**

4213 A. Application Date and Content

4214 1. **Index-Based Rate Adjustment Methodology.** On January 1, prior to the commencement of the
4215 Rate Period for which Rates are to be determined using the index-based Rate adjustment
4216 method (coming Rate Period), Contractor shall submit its application via email to the addresses
4217 listed in Section 6.3 to the City Contract Manager requesting the Rate adjustment for the
4218 coming Rate Period. Contractor shall request and receive a written response confirming receipt
4219 of its application by the City Contract Manager in order that its submission has been submitted
4220 in a timely manner. For example, on January 1, 2022, the Contractor shall submit an electronic
4221 copy of its application for the Rate Adjustment to be effective for Rate Period Thirteen and shall
4222 receive a response from City Contract Manager confirming receipt. The application shall
4223 present the calculations of the annual percentage change in various cost indices, total
4224 calculated annual costs for the Rate Period, the Rate Adjustment Factor, annual revenues and
4225 per-Ton revenues from the sale of Recyclables Materials, annual average Residue level at the
4226 Approved Recyclables Processing Site, and all supporting documentation for the calculations
4227 including a copy of the Collective Bargaining Agreement(s) currently in effect and reports on
4228 revenues from the sale of Recyclable Materials.

4229 The application shall also present the Rates for the then-current Rate Period (e.g., Rate Period
4230 Thirteen) and the proposed Rates for the coming Rate Period (e.g., Rate Period Fourteen).

4231 2. **Cost-Based Rate Adjustment Methodology.** On December 1, prior to the commencement of
4232 the Rate Period for which Rates are to be determined using the cost-based Rate adjustment
4233 method, Contractor shall submit of its application via email to the addresses listed in Section
4234 6.3 to the City Contract Manager requesting the Rate adjustment for the coming Rate Period.
4235 For example, on December 1, 2024, the Contractor shall submit its application for the Rate
4236 Adjustment to be effective for Rate Period Sixteen.

4237 The application shall present the Contractor's actual total annual cost of operations, revenues from
4238 the sale of Recyclable Materials, average annual Residue level of the Approved Recyclables Processing
4239 Site, profit, pass-through costs, City fees, the actual total annual costs for the most-recently
4240 completed Rate Period and forecast of the same cost items for the coming Rate Period in accordance
4241 with the procedures described in Exhibit J. Contractor shall assemble, provide, and submit such
4242 information that is necessary to support the actual costs presented and the calculation of the
4243 assumptions made by Contractor with regard to forecasting the total annual cost of operations, profit,
4244 pass-through costs, City fees, and the total annual costs for the coming Rate Period. Such
4245 documentation shall include, but not be limited to: calculations of the annual percentage change in
4246 various cost indices, annual revenues and per-Ton revenues from the sale of Recyclables Materials,
4247 monthly Residue Tonnage reports for the Approved Recyclables Processing Site, and a copy of the
4248 Collective Bargaining Agreement(s) currently in effect. The actual costs shall be based on the financial
4249 statements for the Contractor's previous fiscal year, which shall be submitted in accordance with
4250 requirements of Section 6.4.2. In addition, the application shall present the Contractor's calculation
4251 of the Rate Adjustment factor, present each Rate for the then-current Rate Period, and each proposed

4252 Rate for the coming Rate Period. Lastly, the application shall include operational data listed in Section
4253 6.4.4.

4254 If the City Contract Manager requests additional information beyond that provided by the Contractor
4255 in its application, the Contractor shall provide all information requested by the City Contract Manager
4256 during its review of the application, including, but not limited to, all information from Related-Party
4257 Entities requested by the City Contract Manager regarding any transactions between Contractor and
4258 any Related-Party Entity pertaining to Contractor's performance under this Agreement.

4259 **B. City Review of Application.** The Contractor's Rate application shall be reviewed by the City Contract
4260 Manager. The City Council shall approve Rates to reflect the adjustments made in accordance with
4261 Exhibits I or J depending on the method used to adjust the Rates that are being approved. The City
4262 Council shall act in good faith to approve such Rate adjustments by July 1 of the Rate Period. The
4263 adjusted Rates shall not take effect until the City Council has approved such Rates.

4264 **C. Failure to Adjust Rates by July 1.** If the Contractor submits its Rate application on or before the Rate
4265 application date identified in Sections 8.3.A or 8.3.B, and the City does not approve adjusted Rates to
4266 be effective on or before July 1 of a Rate Period, a surcharge shall be included on the Rates that shall
4267 be effective for the remainder of the Rate Period to recover Gross Rate Revenues lost by the
4268 Contractor, if any. To determine the amount of lost revenues, if any, the City Contract Manager and
4269 Contractor shall meet and confer to determine the effect the delay in adopting Rates has on the
4270 Contractor's Gross Rate Revenue. The assessment of the revenue impact shall consider the
4271 Contractor's Billing cycle (e.g., impact to Customers billed in advance and to Customers billed in
4272 arrears), the ability of Contractor to delay issuance of bills, the payment cycle of Customers, and other
4273 variables.

4274 If the Contractor does not submit the application on or before the Rate application date identified in
4275 Sections 8.3.A or 8.3.B, adjusted Rates may not be approved by July 1. In such case, all Rates shall be
4276 adjusted as soon as practical following approval by the City Council. If the Contractor does not submit
4277 the application by the Rate application date identified in Sections 8.3.A or 8.3.B, no retroactive
4278 adjustment will be made to allow the Contractor to recover Gross Rate Revenues that it would have
4279 collected, had the Rate adjustment been implemented in accordance with the prescribed schedule.

4280 With regard to review of records of Related Party Entities, City Contract Manager review shall be
4281 related to transactions between Contractor and any Related-Party Entity pertaining to Contractor's
4282 performance under this Agreement.

4283 **8.4 Special Rate Review**

4284 **A. Eligible Items.** The Contractor is entitled to apply to the City for consideration of a special Rate review,
4285 or the City may initiate such a review, should one or more of the following events occur and should
4286 such occurrence(s) have a material effect totaling two percent (2%) or more annually on the total
4287 calculated annual costs for the then-current Rate Period. If one or more of the following events occur
4288 and should such occurrence(s) have a material effect less than two percent (2%) annually of the total
4289 calculated annual costs for the then-current Rate Period, such cost impact shall be considered at the
4290 time the annual Rate adjustment process is performed in accordance with Section 8.2, and Contractor
4291 may be compensated retroactively for such cost subject to City approval.

- 4292 1. Documented significant changes in the cost to provide services required in this Agreement as a
4293 result of an agreed-upon, City-directed change in scope, as provided for under Section 4.3.
- 4294 2. Provision of emergency services pursuant to Section 6.18.
- 4295 3. Flood, earthquake, other acts of nature, war, civil insurrection, riots, acts of any government
4296 agency (including judicial action), or other similar catastrophic events that are beyond the
4297 control of and not the fault of the Contractor.
- 4298 4. Change in Law, including, but not limited to, Changes in Law that result in regulatory,
4299 governmental, or other surcharge fees, after the Effective Date that: (1) were not reasonably
4300 known to the Contractor before the Effective Date, and (2) the Contractor substantiates. This
4301 shall include costs associated with SB 1383 under Section 5.17.8 above.
- 4302 5. Per-Ton Disposal cost increases at the Approved Disposal Site above those reflected in the
4303 Disposal cost determined during the annual Rate adjustment process performed in accordance
4304 with Section 8.2.
- 4305 6. Change in the value of Recyclable commodities.
- 4306 B. **Ineligible Items.** A special Rate review may not be initiated for the following items and Contractor
4307 shall not be compensated for such items over the Term of the Agreement unless the City and
4308 Contractor agree to an adjustment during a cost-based adjustment process when determining Rates
4309 for Rate Periods Four and Eight.
- 4310 1. Increases in the cost of Discarded Materials Collection, Transportation, Processing, or Disposal
4311 costs in excess of the increases provided through the annual adjustment mechanism described
4312 in Exhibits I and J unless cost increases are related to eligible items listed in Section 8.4.A above.
- 4313 2. Increases in the cost of Discarded Materials Collection, Transportation, Processing, or Disposal
4314 costs that may be impacted by change in Approved Facilities operating conditions, unless such
4315 change is initiated by or at the direction of the City.
- 4316 3. Decreases in Revenues from the sale of Recyclable Materials or Compostable Materials except
4317 as provided in Exhibits I and J.
- 4318 4. Growth or decline in the number of Customers or their subscription levels; however, the
4319 Contractor shall be entitled to bill all Customers at the City-approved Rates and retain all Gross
4320 Rate Revenues (net fees due to City) collected from its Customers for Collection services
4321 provided under this Agreement.
- 4322 5. Changes in the number of accounts related to Container sizes or frequency of Collection;
4323 however, the Contractor shall be entitled to bill all Customers at the City-approved Rates and
4324 retain all Gross Rate Revenues (net fees due to City) collected from Contractor's Customers for
4325 Collection services provided under this Agreement.
- 4326 6. Change in the Tonnage or composition of Solid Waste, Recyclable Materials, or Compostable
4327 Materials with the exception that changes in Tonnage shall be reflected in calculated Disposal
4328 and Processing Costs in accordance with procedures in Exhibits I and J.
- 4329 C. **Review of Costs.** If the Contractor or the City requests a special Rate review, the City Contract
4330 Manager shall have the right to review any or all financial and operating records of Contractor and
4331 Related-Party Entities.

4332 D. **Submittal of Request.** If the Contractor is requesting a special Rate review, the Contractor must
4333 submit its request for a special review of Rates, and cost and operational data, in a form and manner
4334 specified by the City Contract Manager, at least six (6) months before the proposed effective date of
4335 any Rate adjustment. The City Contract Manager may waive the six-month submittal requirement if
4336 the reason for the special Rate review is a Change in Law that will become effective in less than a six
4337 (6) month period.

4338 If City is requesting a special Rate review, the City Contract Manager shall notify the Contractor at
4339 least seven (7) months before the proposed effective date of any Rate adjustment. Upon such
4340 notification, Contractor shall, within thirty (30) calendar days, submit reasonable cost and operational
4341 data as requested by the City Contract Manager, in a form and manner specified by the City Contract
4342 Manager.

4343 A request for special Rate review shall include a proposal on whether the Rate adjustment resulting
4344 from the special Rate review shall be an adjustment in addition to or in lieu of the annual Rate
4345 adjustment to be performed in accordance with Section 8.2.C above.

4346 E. **Burden of Justification.** Contractor shall bear the burden of justifying to the City by substantial
4347 evidence any entitlement to current, as well as increased, Rates under this Section 8.4. If the City
4348 determines that the Contractor has not met its burden, the Contractor may request a meeting with
4349 City Contract Manager to produce additional evidence. Upon such request, the City Contract Manager
4350 shall permit said additional hearing. In the event the City denies Contractor's request, Contractor
4351 shall have the right to present its claim in a court of competent jurisdiction.

4352 F. **Grant of Request.** Based on evidence the Contractor submits, the City Council may grant some, all,
4353 or none of the requested increase and approve adjusted Rates.

4354 G. **Compensation.** If Contractor requests the special Rate review, Contractor shall bear all reasonable
4355 costs of both Parties for participating in such review up to a maximum of forty thousand dollars
4356 (\$40,000) per Party and such costs shall not be reimbursed through Rates charged Customers. If a
4357 special Rate review occurs in response to a City-directed change in scope (pursuant to Section 8.4.A.1),
4358 or City-initiated changes in the amount of the Agreement Fee or other fees (pursuant to Article 7),
4359 the City shall be considered the Party requesting the special Rate review costs of the review may be
4360 reimbursed through the Rates.

4361 **8.5 Rates for Changes in Scope**

4362 In the event either the City or Contractor requests a change in scope in accordance with Section 4.3 of
4363 this Agreement, the Contractor shall furnish the City with projected operational and cost data for the
4364 change in scope to support any adjustment to Rates. For the purposes of analyzing cost impacts of
4365 changes in scope, the Contractor's profit shall be calculated using an operating ratio of 0.90 of actual
4366 reasonable and necessary costs net of Disposal expenses and City fees specified in Article 7. The City
4367 reserves the right to require that the Contractor supply any additional cost data or other information it
4368 may reasonably need to ascertain the appropriate Rate adjustment, if any, for the change in scope. The
4369 City shall review this operational and cost data, and the City Council shall approve Rates for the change in
4370 scope, if warranted.

4371 The granting of any change in scope shall be contingent upon City's written approval and establishment
4372 of new Rates. The City shall approve Rate adjustments, in good faith, coincident with any adjustment
4373 made pursuant to this Section so that the change in scope and the corresponding Rates become effective
4374 on the same date.

4375 **8.6 Notice of Rate Adjustments**

4376 In adjusting Rates, the Contractor shall comply with the procedural requirements of Proposition 218, as
4377 may be requested by the City. Contractor will provide effected Customers with advance written notice
4378 of approved Rate changes, in the form of a bill insert, postcard, or other written notice approved by the
4379 City at least thirty (30) calendar days before the effective date of such changes unless the City provides
4380 written approval to waive this requirement.

4381 **8.7 Rates for Drop Box and Compactor Compostable Materials** 4382 **Services**

4383 In furtherance of the City's established Diversion goal of seventy-five percent (75%), and to promote
4384 compliance with the Alameda County Waste Management Authority Ordinance (2008-01) banning plant
4385 debris in unincorporated Alameda County landfills, the Contractor will set the Compostables Processing
4386 per ton rate charged to Drop Box and Compactor Customers equal to the Solid Waste Disposal rate
4387 charged to Drop Box and Compactor Customers as identified in Exhibit H.

4388 In the event that Contractor's Gross Rate Revenue is decreased as a result of equalizing the per ton rate
4389 for Compostables Processing and Solid Waste Disposal, Contractor's Total Calculated Costs will be
4390 adjusted to fully compensate Contractor. This adjustment will be incorporated into the rate adjustment
4391 for the upcoming rate period. Contractor will be required to submit documentation, acceptable to the
4392 City, supporting the decrease in revenue, provided the total annual adjustment will not exceed \$45,000.

4393 **8.8 Income-Based Program**

4394 At the Contractor's discretion, an Income-Based Program may be made available to qualifying households
4395 that participate in Pacific Gas and Electric Company's California Alternate Rates for Energy (CARE)
4396 program. It is the Contractor's responsibility to verify a household's participation in the CARE program at
4397 least every two (2) years.

4398 This Program may be structured so that any size Residential Solid Waste Cart (except a 96-gallon Solid
4399 Waste Cart) could be chosen by the qualifying Single-Family Residential household, and offered for a price
4400 set equivalent to the least expensive, 20-gallon Container price.

4401 Any cost increases or revenue reductions incurred as a result of implementing this Program are the
4402 responsibility of the Contractor, and will not be considered as part of the Annual Adjustment Process
4403 described in Section 8 and Exhibit I and J. Contractor will track participating households before and after
4404 subscription data, and any revenue adjustments resulting from subscriptions to the Program. Contractor

4405 will provide this information to the City Contract Manager as part of the Annual Reports submission
4406 described in Section 6.4.

4407

4408

ARTICLE 9. INDEMNITY, INSURANCE, BOND

4409

9.1 Hazardous Substance Indemnification

4410 Contractor shall indemnify, defend with counsel acceptable to the City (provided that such acceptance by
4411 City shall not be unreasonably withheld), protect and hold harmless the City, its officers, employees,
4412 volunteers, and agents (collectively, indemnitees) from and against all claims, damages (including but not
4413 limited to special, consequential, natural resources and punitive damages), injuries, costs, (including
4414 without limit any and all response, remediation and removal costs), losses, demands, debts, liens,
4415 liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties,
4416 and expenses (including without limit attorneys' expert witness fees and costs incurred in connection with
4417 defending against any of the foregoing or in enforcing this indemnity), (collectively, "Damages") of any
4418 kind whatsoever paid, incurred or suffered by, or asserted against, indemnitees arising from or
4419 attributable to the acts or omissions of Contractor whether or not negligent or otherwise culpable, in
4420 connection with or related to the performance of this Agreement, including without limit damages arising
4421 from or attributable to any operations, repair, cleanup or detoxification, or other plan (regardless of
4422 whether undertaken due to governmental action) concerning any Hazardous Substance or Hazardous
4423 Waste, Collected under this Agreement. Notwithstanding the foregoing, however, Contractor shall not
4424 be required to indemnify the City for the costs for any claims arising from the Disposal of Solid Waste at
4425 the Approved Disposal Site, including, but not limited to, claims arising under the Comprehensive
4426 Environmental Response, Comprehensive and Liability Act (CERCLA) unless such Approved Disposal Site is
4427 at a facility owned and operated by Contractor or such claim is a direct result of Contractor's negligent
4428 actions. This indemnity afforded indemnitees, shall only be limited to exclude coverage for intentional
4429 wrongful acts and negligence of indemnitees, and as provided below. In the event Disposal occurs at a
4430 Disposal Site owned by the Contractor, Contractor shall be required to indemnify the City for the costs for
4431 any claims arising from the Disposal of Solid Waste at the Disposal Site, including, but not limited to, claims
4432 arising under the Comprehensive Environmental Response, Comprehensive and Liability Act (CERCLA).
4433 The forgoing indemnity, as it relates to the Collection of Solid Waste and/or the Disposal of Solid Waste
4434 at Contractor's Disposal Site, is intended to operate as an Agreement pursuant to §107(e) of the
4435 Comprehensive Environmental Response, Compensation and Liability Act, CERCLA, 42 USC. §9607(e) and
4436 California Health and Safety Code §25364, to defend, protect, hold harmless, and indemnify City from
4437 liability.

4438 This provision is in addition to all other provisions in this Agreement and is intended to survive the
4439 expiration or earlier termination of this Agreement. Nothing in this paragraph shall prevent City from
4440 seeking indemnification or contribution from Persons or entities other than indemnitees, for any liabilities
4441 incurred by City, or the indemnitees.

4442 **9.2 AB 939 Indemnification**

4443 In addition to all other relief provided Contractor and City under this Agreement, and except as provided
4444 under Public Resources Code Section 40059.1, Contractor agrees to defend, indemnify, and hold harmless,
4445 the City, its officers, employees, volunteers, and agents from and against all fines and/or penalties
4446 imposed by the Department of Resources Recycling and Recovery (CalRecycle) for operations during the
4447 Term of this Agreement in the event the source reduction and Recycling goals or any other requirement
4448 of the Act are not met by the Contractor with respect to the waste stream Collected by Contractor under
4449 this Agreement and such failure is due to the failure of Contractor to meet its obligations under this
4450 Agreement.

4451 **9.3 Propositions 218 and 26**

4452 Should there be a Change in Law or a new judicial interpretation of Applicable Law, including, but not
4453 limited to, Article XIII A, C and D of the California Constitution (Commonly Propositions 26 and 218), which
4454 impacts the City's ability to approve Rates for the Collection services provided under this Agreement,
4455 Contractor agrees to meet and confer with City Attorney to discuss the impact of such Change in Law on
4456 either Party's ability to perform under this Agreement.

4457 The City shall not be in default of this Agreement, if it is determined by a court of competent jurisdiction,
4458 that it lacks the authority to approve Rates and/or increase Rates for charges related to providing service,
4459 pursuant to this Agreement. Should a court of competent jurisdiction determine that the City lacks
4460 authority to set and/ approve Rates for charges related to Agreement Fee, other City fees, governmental
4461 fees and charges then Contractor shall reduce the Rates it charges Customers a corresponding amount,
4462 providing said fees, Rates and/or charges disallowed by the court are not related to the cost of providing
4463 service hereunder and had been incorporated in the Rates charged by Contractor to its Customers.

4464 Nothing herein is intended to imply that California Constitution, Articles XIII A, XIII C or XIII D, apply to the
4465 setting of Rates for the services provided under this Agreement; rather this Section is provided merely to
4466 allocate risk of loss as between the Parties.

4467 The Proposition 26 and 218 indemnifications shall not extend to indemnification related to City fees
4468 described in Article 7 of the Agreement or any City fees established in accordance with Section 7.9.

4469 **9.4 Measure D Indemnification**

4470 Contractor shall indemnify, defend and hold harmless City, its officers, employees, agents and volunteers,
4471 from and against any revenues withheld by the Alameda County Source Reduction and Recycling Board in
4472 the event the source reduction and Recycling goals or any other requirement of the Measure are not met
4473 by the Contractor with respect to the Recycling/source reduction programs under this Agreement and
4474 such failure is due to the failure of Contractor to meet its obligations under this Agreement unless
4475 Contractor can demonstrate to the satisfaction of the City that such failure is beyond Contractor's ability
4476 to control or effect, or due to Contractor delays in providing information that prevents Contractor or City
4477 from submitting reports required by Measure D in a timely manner.

4478 **9.5 Insurance**

4479 **9.5.1 Minimum Scope of Insurance**

4480 Coverage shall be at least as broad as:

- 4481 A. Insurance Services Office form number GL 0002 covering Comprehensive General Liability and
4482 Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General
4483 Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG
4484 0001).
- 4485 B. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto" and
4486 endorsement CA 0025.
- 4487 C. Workers' Compensation insurance as required by the Labor Code of the State of California and
4488 Employers Liability insurance.
- 4489 D. Employee Blanket Fidelity Bond.

4490 **9.5.2 Minimum Limits of Insurance**

4491 Contractor shall maintain limits no less than:

- 4492 A. Comprehensive General Liability: \$10,000,000 combined single limit per occurrence for bodily injury,
4493 personal injury and property damage.
- 4494 B. Automobile Liability: \$10,000,000 combined single limit per accident for bodily injury and property
4495 damage.
- 4496 C. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the
4497 Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
- 4498 D. Employee Blanket Fidelity Bond in the amount of \$500,000 per employee, covering dishonesty,
4499 forgery, alteration, theft, disappearance, destruction (inside or outside).
- 4500 E. Environmental Impairment Liability: Ten Million Dollars (\$10,000,000) covering liability arising from
4501 the release of pollution at the Approved Disposal Facility. The Environmental Impairment Liability
4502 policy shall contain the same endorsements as required for Comprehensive General Liability.

4503 **9.5.3 Deductibles and Self-Insured Retentions**

4504 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option
4505 of the City Attorney, either: the insurer shall reduce or eliminate such deductibles or self-insured
4506 retentions as respects the City, its officials and employees; or the Contractor shall procure a bond
4507 guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4508 **9.5.4 Other Insurance Provisions**

4509 The policies are to contain, or be endorsed to contain, the following provisions:

- 4510 A. **General Liability and Automobile Liability Coverages**

- 4511 1. The City, its officials, employees and volunteers are to be covered as additional insureds as
4512 respects: liability arising out of activities performed by or on behalf of the Contractor; products
4513 and completed operations of the Contractor; premises owned, leased or used by the
4514 Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage
4515 shall contain no special limitations on the scope of protection afforded to the City, its officials,
4516 employees or volunteers. The automobile liability is endorsed to contain MCA-90 coverage.
- 4517 2. The Contractor's insurance coverage shall be primary insurance as respects the City, its officials,
4518 employees and volunteers. Any insurance or self-insurance maintained by the City, its officials,
4519 employees or volunteers shall be in excess of the Contractor's insurance and shall not
4520 contribute with it.
- 4521 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided
4522 to the City, its officials, employees or volunteers.
- 4523 4. Coverage shall state that the Contractor's insurance shall apply separately to each insured
4524 against whom claim is made or suit is brought, except with respect to the limits of the insurer's
4525 liability.
- 4526 B. **Workers' Compensation and Employers Liability Coverage.** The insurer shall agree to waive all rights
4527 of subrogation against the City, its officers, employees and volunteers for losses arising from work
4528 performed by the Contractor for the City.
- 4529 C. **All Coverages.** Each insurance policy required by this clause shall be endorsed to state that coverage
4530 shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after
4531 thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been
4532 given to the City's Risk Manager with a copy to both the City Contract Manager and the City Attorney.

4533 **9.5.5 Acceptability of Insurers**

4534 The insurance policies required by this Section shall be issued by an insurance company or companies
4535 authorized to do business in the State of California and with a rating in the most recent edition of Best's
4536 Insurance Reports of size category VII or larger and a rating classification of A or better.

4537 **9.5.6 Verification of Coverage**

4538 Contractor shall furnish Contractor's insurance agent a copy of these specifications, and direct the agent
4539 to provide the City's Risk Manager with a copy to both the City Contract Manager and City Attorney with
4540 certificates of insurance and with original endorsements affecting coverage required by this clause.
4541 Issuance of documentation indicates the Contractor's insurance complies with these provisions. The
4542 certificates and endorsements for each insurance policy are to be signed by a Person authorized by that
4543 insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved
4544 by the City Attorney before work commences. The City Attorney reserves the right to require complete,
4545 certified copies of all required insurance policies, at any time.

4546 **9.5.7 Required Endorsements**

4547 A. The Workers' Compensation policy shall contain an endorsement in substantially the following form:

4548 "Thirty (30) calendar days' prior written notice shall be given to the City of Livermore in the event
4549 of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

4550 Risk Manager

4551 City of Livermore
4552 Administration Building
4553 1052 South Livermore Avenue
4554 Livermore, CA 94550

4555 B. The Commercial General Liability Business and Automobile Liability policies shall contain
4556 endorsements in substantially the following form:

4557 1. "Thirty (30) calendar days' prior written notice shall be given to the City of Livermore in the
4558 event of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be
4559 sent to:

4560 Risk Manager
4561 City of Livermore
4562 Administration Building
4563 1052 South Livermore Avenue
4564 Livermore, CA 94550"

4565 2. "The City of Livermore, its officers, employees, and agents are additional insureds on this
4566 policy." The City requires form CG2010 1185.

4567 3. "This policy shall be considered primary insurance as respects any other valid and collectible
4568 insurance maintained by the City of Livermore, including any self-insured retention or program
4569 of self-insurance, and any other such insurance shall be considered excess insurance only."

4570 4. "Inclusion of the City of Livermore as an insured shall not affect the City's rights as respects any
4571 claim, demand, suit or judgment brought or recovered against the Contractor. This policy shall
4572 protect Contractor and the City in the same manner as though a separate policy had been
4573 issued to each, but this shall not operate to increase the Contractor's liability as set forth in the
4574 policy beyond the amount shown or to which the Contractor would have been liable if only one
4575 party had been named as an insured."

4576 **9.5.8 Delivery of Proof of Coverage**

4577 Simultaneously with the execution of this Agreement, Contractor shall furnish the City's Risk Manager,
4578 with a copy to both the City Contract Manager and the City Attorney, certificates of each policy of
4579 insurance required hereunder, in form and substance satisfactory to City. Such certificates shall show the
4580 type and amount of coverage, effective dates and dates of expiration of policies and shall have all required
4581 endorsements. If the City's Risk Manager requests copies of each policy, together with all endorsements,
4582 shall also be promptly delivered to City's Risk Manager, with a copy to both the City Contract Manager
4583 and the City Attorney.

4584 Renewal certificates will be furnished periodically to the City's Risk Manager with a copy to both the City
4585 Contract Manager and the City Attorney to demonstrate maintenance of the required coverages
4586 throughout the Term. Renewal certificates will be provided by using the following website:
4587 <https://www.pinsadvantage.com/> or such other system that the City may use during the term of this
4588 Agreement.

4589 **9.5.9 Other Insurance Requirements**

4590 A. In the event any services are delegated to a Subcontractor, the Contractor shall require such
4591 Subcontractor to provide statutory workers' compensation insurance and employer's liability
4592 insurance for all of the Subcontractor's employees engaged in the work in accordance with Sections
4593 9.5.2.C and 9.5.4.B. The liability insurance required by Section 9.5.2.A shall cover all Subcontractors
4594 or the Subcontractor must furnish evidence of insurance provided by it meeting all of the
4595 requirements of this Section 9.5.

4596 B. The Contractor shall comply with all requirements of the insurers issuing policies. The carrying of
4597 insurance shall not relieve Contractor from any obligation under this Agreement. If any claim
4598 exceeding the amount of any deductibles or self-insured reserves is made by any third Person against
4599 the Contractor or any Subcontractor on account of any occurrence related to this Agreement, the
4600 Contractor shall promptly report the facts in writing to the insurance carrier and to the City's Risk
4601 Manager, with a copy to both the City Contract Manager and the City Attorney.

4602 C. If Contractor fails to procure and maintain any insurance required by this Agreement, the City may
4603 take out and maintain, at the Contractor's expense, such insurance as it may deem proper and deduct
4604 the cost thereof from any monies due to the Contractor.

4605 D. The Commercial General and Automobile Liability insurance required by Sections 9.5.2 and 9.5.4.A
4606 shall be written on an "occurrence", rather than a "claims made" basis, if such coverage is obtainable.
4607 If it is not obtainable, Contractor must arrange for a thirty-six (36) month "tail coverage" to protect
4608 the City from claims filed after the expiration or termination of this Agreement relating to incidents
4609 which occurred prior to such expiration or termination.

4610 **9.6 Performance Bond**

4611 Within five (5) Business Days of the City's notification to Contractor that the City has executed this
4612 Agreement, Contractor shall file with the City a bond, payable to the City, securing the Contractor's
4613 performance of its obligations under this Agreement and such bond shall be renewed annually if necessary
4614 so that the performance bond is maintained at all times during the Term. The principal sum of the bond
4615 shall be Three Million Dollars (\$3,000,000) and shall be adjusted every three (3) years, commencing with
4616 Rate Period Three, to equal three (3) months of the annual Gross Revenue. The bond shall be executed as
4617 surety by a corporation authorized to issue surety bonds in the State of California that has a rating of A or
4618 better in the most recent edition of Best's Key Rating Guide, and that has a record of service and financial
4619 condition satisfactory to the City. The bond shall be in the form attached as Exhibit L.

4620 **ARTICLE 10.**

4621 **CITY'S RIGHT TO PERFORM SERVICE**

4622 **10.1 General**

4623 In the event that the Contractor, for any reason whatsoever, fails, refuses or is unable to Collect, Transport
4624 or Dispose of any or all Solid Waste and/or Collect, Transport and Process Recyclable Materials or
4625 Compostable Materials which it is required by this Agreement to Collect and Transport, at the time and in
4626 the manner provided in this Agreement, for a period of more than forty-eight (48) hours, and if, as a result
4627 thereof, Solid Waste, Recyclable Materials and/or Compostable Materials should accumulate in the City
4628 to such an extent, in such a manner, or for such a time that the City Contract Manager should find that
4629 such accumulation endangers or menaces the public health, safety or welfare, then the City shall have the
4630 right, but not the obligation, upon twenty-four (24) hour prior written notice to Contractor during the
4631 period of such emergency as determined by City Contract Manager, (1) to perform, or cause to be
4632 performed, such services itself with its own or other personnel without liability to Contractor; and/or (2)
4633 to take possession of any or all of Contractor's equipment and other property used or useful in the
4634 Collection, Transporting, Processing and Disposing of Solid Waste, Recyclable Materials or Compostable
4635 Materials, and to use such property to Collect, Transport, Process, and Dispose of any Solid Waste,
4636 Recyclable Materials, or Compostable Materials generated within the City which Contractor would
4637 otherwise be obligated to Collect, Transport, Process, and Dispose of pursuant to this Agreement.

4638 Notice of the Contractor's failure, refusal, or neglect to Collect, Transport, Process, and Dispose of Solid
4639 Waste, Recyclable Materials, or Compostable Materials may be given verbally by telephone to the
4640 Contractor at its principal office and shall be effective immediately. Written confirmation of such verbal
4641 notification shall be sent to Contractor within twenty-four (24) hours of the verbal notification.

4642 Contractor further agrees that in such event:

- 4643 A. It will fully cooperate with City to affect the transfer of possession of property to the City for City's
4644 use.
- 4645 B. It will, if City Contract Manager so requests, keep in good repair and condition all property that the
4646 City has taken possession, provide all motor vehicles with fuel, oil and other service, and provide such
4647 other services as may be necessary to maintain said property in operational condition.
- 4648 C. Subject to provisions of any labor agreements then in effect, City may immediately engage all or any
4649 personnel necessary or useful for the Collecting, Transporting, Processing, and Disposing of Solid
4650 Waste, Recyclable Materials, or Compostable Materials including, if City so desires, employees
4651 previously or then employed by Contractor, Contractor further agrees, if City so requests, to furnish
4652 City the services of any or all management or office personnel employed by Contractor whose services
4653 are necessary or useful for Solid Waste, Recyclable Materials, or Compostable Materials Collection,
4654 Transportation, Processing, and Disposal operations and for the Billing and collection of fees for these
4655 services.

4656 The City agrees that it assumes complete responsibility for the proper and normal use of such equipment
4657 and facilities while in its possession.

4658 If the interruption or discontinuance in service is caused by any of the reasons listed in Section 11.7, the
4659 City shall pay to Contractor the reasonable rental value of the equipment and facilities, possession of
4660 which is taken by the City, for the period of the City's possession, if any, which extends beyond the period
4661 of time for which Contractor has rendered bills in advance of service, for the class of service involved.

4662 Except as otherwise expressly provided in the previous paragraph, the City's exercise of its rights under
4663 this Article: (1) does not constitute a taking of private property for which compensation must be paid; (2)
4664 will not create any liability on the part of City to Contractor; and (3) does not exempt Contractor from the
4665 indemnity provisions of Article 9, which are meant to extend to circumstances arising under this Section,
4666 provided that Contractor is not required to indemnify City against claims and damages arising from the
4667 sole negligence of City officers, employees and agents in the operation of Collection vehicles during the
4668 time the City has taken possession of such vehicles.

4669 **10.2 Duration of City's Possession**

4670 City has no obligation to maintain possession of Contractor's property and/or continue its use in
4671 Collecting, Transporting, Processing, and Disposing Solid Waste, Recyclable Materials, or Compostable
4672 Materials for any period of time and may, at any time, in its sole discretion, relinquish possession to the
4673 Contractor.

4674 The City's right to retain temporary possession of Contractor's property, and to provide Solid Waste,
4675 Recyclable Materials, or Compostable Materials Collection services, shall continue until Contractor can
4676 demonstrate to the City's satisfaction that it is ready, willing and able to resume such services or for one
4677 hundred eighty (180) calendar days, whichever occurs first.

4678 **10.3 Condemnation**

4679 The City fully reserves the rights to acquire the Contractor's property utilized in the performance of this
4680 Agreement, by purchase or through the exercise of the right of eminent domain.

4681 **ARTICLE 11.**

4682 **DEFAULT AND REMEDIES**

4683 **11.1 Events of Default**

4684 All provisions of the Agreement are considered material. Each of the following shall constitute an event
4685 of default.

4686 A. **Fraud or Deceit.** Contractor practices, or attempts to practice, any fraud or deceit upon the City.

4687 B. **Insolvency or Bankruptcy.** Contractor becomes insolvent, unable, or unwilling to pay its debts, or
4688 upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding.

- 4689 C. **Failure to Maintain Coverage.** Contractor fails to provide or maintain in full force and effect the
4690 Workers' Compensation, liability, or indemnification coverage as required by this Agreement.
- 4691 D. **Violations of Regulation.** Contractor violates any orders or filings of any regulatory body having
4692 authority over Contractor relative to this Agreement, provided that Contractor may contest any such
4693 orders or filings by appropriate proceedings conducted in good faith, in which case no breach or
4694 default of this Agreement shall be deemed to have occurred.
- 4695 E. **Violations of Applicable Law.** Contractor violates Applicable Law relative to this Agreement.
- 4696 F. **Failure to Perform Collection, Transportation, Processing, or Composting Services.** Contractor
4697 ceases to provide Collection, Transportation, Processing, or Composting services as required under
4698 this Agreement for a period of two (2) consecutive calendar days or more, for any reason within the
4699 control of Contractor.
- 4700 G. **Failure to Pay or Report.** Contractor fails to make any payments to City required under this
4701 Agreement including payment of City fees or Liquidated Damages and/or refuses to provide City
4702 Contract Manager with required information, reports, and/or records in a timely manner as provided
4703 for in the Agreement.
- 4704 H. **Acts or Omissions.** Any other act or omission by Contractor which violates the terms, conditions, or
4705 requirements of this Agreement, the Act, as it may be amended from time to time, or any law, statute,
4706 ordinance, order, directive, rule, or regulation issued there under and which is not corrected or
4707 remedied within the time set in the written notice of the violation or, if Contractor cannot reasonably
4708 correct or remedy the breach within the time set forth in such notice, if Contractor should fail to
4709 commence to correct or remedy such violation within the time set forth in such notice and diligently
4710 effect such correction or remedy thereafter.
- 4711 I. **False, Misleading, or Inaccurate Statements.** Any representation or disclosure made to the City by
4712 Contractor in connection with or as an inducement to entering into this Agreement, or any future
4713 amendment to this Agreement, which proves to be false or misleading in any material respect as of
4714 the time such representation or disclosure is made, whether or not any such representation or
4715 disclosure appears as part of this Agreement; and, any Contractor-provided report containing a
4716 misstatement, misrepresentation, data manipulation, or an omission of fact or content explicitly
4717 defined by the Agreement, excepting non-numerical typographical and grammatical errors.
- 4718 J. **Seizure or Attachment.** There is a seizure of, attachment of, or levy on, some or all of Contractor's
4719 operating equipment, including without limits its equipment, maintenance or office facilities, or any
4720 part thereof.
- 4721 K. **Suspension or Termination of Service.** There is any termination or suspension of the transaction of
4722 business by Contractor related to this Agreement, including without limit, due to labor unrest
4723 including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action lasting
4724 more than two (2) calendar days.
- 4725 L. **Criminal Activity.** Contractor, its officers, managers, or employees are found guilty of criminal activity
4726 of a type described in Section 12.16 below related directly or indirectly to performance of this
4727 Agreement or any other Agreement held with the City.

4728 M. **Assignment without Approval.** Contractor transfers or assigns this Agreement without the express
4729 written approval of the City unless the assignment is permitted without City approval pursuant to
4730 Section 12.5.

4731 N. **Failure to Provide Proposal or Implement Change in Service.** Contractor fails to provide a proposal
4732 for new services or changes to services or fails to implement a change in service as requested by the
4733 City as specified in Section 4.3.

4734 O. **Failure to Perform Any Obligation.** Contractor fails to perform any obligation established under this
4735 Agreement.

4736 City shall provide Contractor written notice of default within twenty-four (24) hours of the occurrence of
4737 default or within twenty-four (24) hours of the City's first knowledge of the Contractor's default,
4738 whichever occurs first.

4739 **11.2 Contractor Rights to Remedy Default**

4740 Contractor shall be given ten (10) calendar days from written notification by City to cure any default which,
4741 in the City's sole opinion, creates a potential public health and safety threat.

4742 Contractor shall be given ten (10) calendar days from written notification by City Contract Manager to
4743 cure any default arising under subsections C, E, F, I, J and K in Section 11.1 provided, however, that the
4744 City shall not be obligated to provide Contractor with a notice and cure opportunity if the Contractor has
4745 committed the same or similar breach/default within a twenty-four (24) month period.

4746 Contractor shall be given thirty (30) calendar days from written notification by City Contract Manager to
4747 cure any other default (which is not required to be cured within ten (10) calendar days); however, that
4748 the City shall not be obligated to provide Contractor with a notice and cure opportunity if the Contractor
4749 has committed the same or similar breach/default within a twenty-four (24) month period.

4750 **11.3 City's Remedies in the Event of Default**

4751 Upon Contractor's default, City has the following remedies in the event of Contractor default:

4752 A. **Termination.** In the event that Contractor should default and subject to the right of the Contractor
4753 to cure, in the performance of any provisions of this contract, and the default is not cured for any
4754 default within in ten (10) calendar days if the default creates a potential public health and safety
4755 threat or arises under Section 11.1 C, E, F, I, J, or K, or otherwise thirty (30) calendar days after receipt
4756 of written notice of default from the City, then the City may, at its option, terminate this Agreement
4757 and/or hold a hearing at its next City Council meeting to determine whether this Agreement should
4758 be terminated. In the event City decides to terminate this Agreement, the City Contract Manager
4759 shall serve twenty (20) calendar days' written notice of its intention to terminate upon Contractor. In
4760 the event City exercises its right to terminate this Agreement, the City may, at its option, upon such
4761 termination, either directly undertake performance of the services or arrange with other Persons to
4762 perform the services with or without a written agreement. This right of termination is in addition to
4763 any other rights of City upon a failure of Contractor to perform its obligations under this Agreement.

4764 Upon termination, the City shall have the right to use equipment and Facilities pursuant to Section
4765 11.4.

4766 Contractor shall not be entitled to any further revenues from Collection operations authorized
4767 hereunder from and after the effective date of termination.

4768 B. **Suspension of Contractor's Obligation.** City may suspend Contractor's performance of its obligations
4769 if Contractor fails to cure default in the time frame specified in Section 11.2 until such time the
4770 Contractor can provide assurance of performance in accordance with Section 11.8. During the period
4771 of suspension, City shall have the right to use equipment and Facilities pursuant to Section 11.4.

4772 C. **Waiver of Default.** City may waive any event of default or may waive Contractor's requirement to
4773 cure a default event if City determines that such waiver would be in the best interest of the City. City's
4774 waive of an event of default is not a waiver of future events of default that may have the same or
4775 similar conditions.

4776 D. **Liquidated Damages.** City Contract Manager may assess Liquidated Damages for Contractor's failure
4777 to meet specific performance standards pursuant to Section 11.6 and Exhibit F.

4778 E. **Other Available Remedies.** City's election of one or remedies described herein shall not limit the City
4779 from any and all other remedies at law and in equity including injunctive relief, etc.

4780 **11.4 Possession of Property upon Termination or Suspension**

4781 In the event of termination or suspension for default, the City shall have the right to take possession of
4782 any and all of Contractor's equipment and other property used or useful in the Collection, Transportation,
4783 Processing, and Disposal of Solid Waste, Recyclable Materials or Compostable Materials and the Billing
4784 and collection of fees for these services and to use such property. The City shall have the right to retain
4785 the possession of such property in accordance with Article 10. If the City retains possession thereof after
4786 the period of time for which Contractor has already been paid by means of bills issued in advance of
4787 providing service for the class of service involved, the Contractor shall be entitled to the reasonable rental
4788 value of such property (which shall be offset against any damages due the City for the Contractor's
4789 default).

4790 Contractor shall furnish the City with immediate access to all of its business records related to its
4791 Customers and Billing of accounts for Collection services.

4792 **11.5 City's Remedies Cumulative; Specific Performance**

4793 The City's right to terminate the Agreement under Section 11.3 and to take possession of the Contractor's
4794 properties under Section 11.4 are not exclusive, and the City's termination of the Agreement shall not
4795 constitute an election of remedies. Instead, they shall be in addition to any and all other legal and
4796 equitable rights and remedies which the City may have.

4797 By virtue of the nature of this Agreement, the urgency of timely, continuous and high quality service, the
4798 lead time required to effect alternative service, and the rights granted by City to the Contractor, the

4799 remedy of damages for a breach hereof by Contractor is inadequate and City shall be entitled to injunctive
4800 relief.

4801 **11.6 Liquidated Damages**

4802 **11.6.1 General**

4803 The Parties agree that as of the time of the execution of this Agreement, it is impractical, if not impossible,
4804 to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by
4805 Contractor of its obligations under this Agreement. The factors relating to the impracticability of
4806 ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to
4807 members of the public who are denied services or denied quality or reliable service; (ii) such breaches
4808 cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual
4809 members of the general public for whose benefit this Agreement exists, in subjective ways and in varying
4810 degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that exclusive
4811 services might be available at substantially lower costs than alternative services and the monetary loss
4812 resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise
4813 monetary terms; and, (iv) the termination of this Agreement for such breaches, and other remedies are,
4814 at best, a means of future correction and not remedies which make the public whole for past breaches.

4815 **11.6.2 Service Performance Standards; Liquidated Damages for Failure to Meet** 4816 **Standards**

4817 The Parties further acknowledge that consistent, reliable Solid Waste, Recyclable Materials, and
4818 Compostable Materials Collection service is of utmost importance to City and that City has considered and
4819 relied on Contractor's representations as to its quality of service commitment in awarding the Agreement
4820 to it. The Parties further recognize that some quantified standards of performance are necessary and
4821 appropriate to ensure consistent and reliable service and performance. The Parties further recognize that
4822 if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely
4823 manner, City and its residents and businesses will suffer damages and that it is and will be impractical and
4824 extremely difficult to ascertain and determine the exact amount of damages which City will suffer.
4825 Therefore, without prejudice to City's right to treat such non-performance as an event of default under
4826 this Section 11.6.2, the Parties agree that the following Liquidated Damage amounts represent a
4827 reasonable estimate of the amount of such damages considering all of the circumstances existing on the
4828 date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably
4829 could be anticipated and the anticipation that proof of actual damages would be costly or impractical.

4830 Contractor agrees to pay (as Liquidated Damages and not as a penalty) the amounts set forth in the
4831 Schedule of Performance Adjustments, Exhibit F.

4832 City may determine the occurrence of events giving rise to Liquidated Damages through the observation
4833 of its own employees or representative or investigation of Customer Complaints.

4834 Liquidated Damages will only be assessed after Contractor has been given the opportunity but failed to
4835 rectify the damages as described in this Agreement. Prior to assessing Liquidated Damages, City Contract
4836 Manager shall give Contractor notice of its intention to do so. The notice will include a brief description
4837 of the incident(s)/non-performance. City Contract Manager may review (and make copies at its own
4838 expense) all information in the possession of Contractor relating to incident(s)/non-performance. City

4839 Contract Manager may, within ten (10) calendar days after issuing the notice, request a meeting with
4840 Contractor. City Contract Manager may present evidence of non-performance in writing and through
4841 testimony of its employees and others relevant to the incident(s)/non-performance. City Contract
4842 Manager will provide Contractor with a written explanation of its determination on each incident(s)/non-
4843 performance prior to authorizing the assessment of Liquidated Damages. Within ten (10) calendar days
4844 of receipt of such notice of intention to assess Liquidated Damages, or within twenty (20) calendar days
4845 if the intended assessment totals over fifty thousand dollars (\$50,000), Contractor may notify City
4846 Contract Manager of its objection to the imposition of Liquidated Damages and its desire to present
4847 potentially exculpatory information. Upon such notice, the City Contract Manager and the Contractor's
4848 representative shall each be afforded an opportunity to present information to the City Manager. The City
4849 Manager shall consider the information presented and notify Contractor in writing of their finding
4850 regarding the alleged performance deficiency. The City Manager's decision shall be final, and Contractor
4851 shall not have any further administrative remedies.

4852 **11.6.3 Amount**

4853 City Contract Manager may assess Liquidated Damages for each calendar day or event, as appropriate,
4854 that Contractor is determined to be liable in accordance with this Agreement in the amounts specified in
4855 Exhibit F. In the event the amount of Liquidated Damages for any three (3) month period exceeds the
4856 thresholds established in Section 5.18.1, the City shall have the right to request replacement of the
4857 Contractor's general manager as described in Section 5.18.1.

4858 **11.6.4 Timing of Payment**

4859 Contractor shall pay any Liquidated Damages assessed by City within ten (10) calendar days after they are
4860 assessed. If they are not paid within the ten (10) day period, City may proceed against the performance
4861 bond required by the Agreement, request replacement of Contractor's general manager, order the
4862 termination of the rights or "franchise" granted by this Agreement, or all of the above.

4863 **11.7 Excuse from Performance**

4864 The Parties shall be excused from performing their respective obligations hereunder in the event they are
4865 prevented from so performing by reason of floods, earthquakes, other "acts of nature", war, civil
4866 insurrection, riots, acts of any government (including judicial action), and other similar catastrophic events
4867 which are beyond the control of and not the fault of the Party claiming excuse from performance
4868 hereunder. Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out,
4869 picketing, or other concerted job action conducted by Contractor's employees or directed at Contractor
4870 is not an excuse from performance and Contractor shall be obligated to continue to provide service
4871 notwithstanding the occurrence of any or all of such events. In the case of labor unrest or job action
4872 directed at a third party over whom Contractor has no control, the inability of Contractor to provide Solid
4873 Waste, Recyclable Materials, or Compostable Materials Collection services due to the unwillingness or
4874 failure of the third party to provide reasonable assurance of the safety of Contractor's employees while
4875 providing Solid Waste, Recyclable Materials, or Compostable Materials Collection services or to make
4876 reasonable accommodations with respect to Container placement and point of Delivery, time of Collection
4877 or other operating circumstances to minimize any confrontation with pickets or the number of Persons
4878 necessary to make Collections shall, to that limited extent, excuse performance and provided further that
4879 the foregoing excuse shall be conditioned on Contractor's cooperation in making Collection at different
4880 times and in different locations.

4881 The Party claiming excuse from performance shall, within two (2) calendar days after such Party has notice
4882 of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to
4883 excuse under this Section.

4884 In the event that either Party validly exercises its rights under this Section, the Parties hereby waive any
4885 claim against each other for any damages sustained thereby.

4886 The partial or complete interruption or discontinuance of Contractor's services caused by one or more of
4887 the events described in this Article shall not constitute a default by Contractor under this Agreement.
4888 Notwithstanding the foregoing, however, (1) the existence of an excuse from performance will not affect
4889 the City's rights under Article 10; and (2) if Contractor is excused from performing its obligations
4890 hereunder for any of the causes listed in this Section for a period of thirty (30) calendar days or more,
4891 other than as the result of third party labor disputes where service cannot be provided for reasons
4892 described earlier in this Section, the City shall nevertheless have the right, in its sole discretion, to
4893 terminate this Agreement by giving ten (10) calendar days' notice, in which case the provisions of Section
4894 11.3 shall apply.

4895 **11.8 Right to Demand Assurances of Performance**

4896 If Contractor (1) is the subject of any labor unrest including work stoppage or slowdown, sick-out,
4897 picketing or other concerted job action; (2) appears in the reasonable judgment of City to be unable to
4898 regularly pay its bills as they become due; or (3) is the subject of a civil or criminal judgment or order
4899 entered by a federal, State, regional or local agency for violation of an environmental law, and the City
4900 Contract Manager believes in good faith that Contractor's ability to perform under the Agreement has
4901 thereby been placed in substantial jeopardy, the City may, at its option and in addition to all other
4902 remedies it may have, demand from Contractor reasonable assurances of timely and proper performance
4903 of this Agreement, in such form and substance as the City Contract Manager believes in good faith is
4904 reasonably necessary in the circumstances to evidence continued ability to perform under the Agreement.
4905 If Contractor fails or refuses to provide satisfactory assurances of timely and proper performance in the
4906 form and by the date required by City, such failure or refusal shall be an event of default for purposes of
4907 Section 11.1.

4908 **ARTICLE 12.**
4909 **OTHER AGREEMENTS OF THE PARTIES**

4910 **12.1 Relationship of Parties**

4911 The Parties intend that Contractor shall perform the services required by this Agreement as an
4912 independent Contractor engaged by City and not as an officer or employee of the City nor as a partner of
4913 or joint venture with the City. No employee or agent of Contractor shall be or shall be deemed to be an
4914 employee or agent of the City. Except as expressly provided herein, Contractor shall have the exclusive
4915 control over the manner and means of conducting the Solid Waste, Recyclable Materials, and
4916 Compostable Materials Collection, Transportation, Processing and Disposal services performed under this
4917 Agreement, and all Persons performing such services. Contractor shall be solely responsible for the acts

4918 and omissions of its officers, employees, Subcontractors and agents. Neither Contractor nor its officers,
4919 employees, Subcontractors and agents shall obtain any rights to retirement benefits, workers'
4920 compensation benefits, or any other benefits which accrue to City employees by virtue of their
4921 employment with the City.

4922 **12.2 Compliance with Law**

4923 In providing the services required under this Agreement, Contractor shall at all times, at its sole cost,
4924 comply with all Applicable Laws, permits and licenses of the United States, the State of California and the
4925 City and with all applicable regulations promulgated by federal, State, regional or local administrative and
4926 regulatory agencies, now in force and as they may be enacted, issued or amended during the Term.

4927 **12.3 Governing Law**

4928 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the
4929 State of California.

4930 **12.4 Jurisdiction**

4931 Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the
4932 courts of Alameda County in the State of California, which shall have exclusive jurisdiction over such
4933 lawsuits.

4934 With respect to venue, the Parties agree that this Agreement is made in and will be performed in Alameda
4935 County.

4936 **12.5 Assignment**

4937 Neither Party shall assign its rights nor delegate or otherwise transfer its obligations under this Agreement
4938 to any other Person without the prior written consent of the other Party. Any such assignment made
4939 without the consent of the other Party shall be void and the attempted assignment shall constitute a
4940 material breach of this Agreement.

4941 For purposes of this Section, the term "assignment" shall be given the broadest possible interpretation,
4942 and shall include, but not be limited to: (i) a sale, exchange or other transfer of substantially all of
4943 Contractor's local, regional, and/or corporate assets dedicated to service under this Agreement to a third
4944 party; (ii) a sale, exchange or other transfer of outstanding common stock of Contractor to a third party
4945 provided said sale, exchange or the transfer of outstanding common stock of Contractor (defined as a
4946 change in ownership of more than ten (10) percent of the outstanding common stock from the ownership
4947 at the time the Agreement was entered); (iii) any dissolution, reorganization, consolidation, merger, re-
4948 capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement,
4949 liquidation or other transaction which results in a Change of Control; (iv) divestiture of an Affiliate (e.g.,
4950 trucking company, materials recovery facility, Transfer Station, etc.,) used by Contractor to fulfill its

4951 obligations under this Agreement, unless Contractor provides City a contract with such Affiliate for such
4952 services on the same terms and conditions the City received prior to the divestiture, and otherwise
4953 acceptable to the City, with the new ownership of such an Affiliate; (v) any assignment by operation of
4954 law, including those resulting from mergers or acquisitions by or of Contractor, insolvency or bankruptcy,
4955 making assignment for the benefit of creditors, writ of attachment for an execution being levied against
4956 this Agreement, appointment of a receiver taking possession of Contractor's property, or transfer
4957 occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not
4958 in related or contemporaneous transactions) which results in a Change of Control.

4959 Notwithstanding the foregoing, transfers of outstanding shares of Contractor's common stock to existing
4960 shareholders, family members or family trusts will not be counted in determining a Change of Control and
4961 will not constitute an assignment for purposes of this Section 12.5, unless such transfer results in a change
4962 in the existing concentration of ownership between the Arata Group (20%), the Pellegrini Group (40%),
4963 and the Scavenger Group (40%).

4964 Contractor acknowledges that this Agreement involves rendering a vital service to City's residents and
4965 businesses, and that City has selected Contractor to perform the services specified herein based on: (i)
4966 Contractor's experience, skill, and reputation for conducting its Recyclable Materials, Organic Materials,
4967 and Solid Waste management operations in a safe, effective, and responsible fashion, at all times in
4968 keeping with Applicable Law, , regulations, and best Solid Waste and Diversion management and business
4969 practices; and, (ii) Contractor's financial resources on a local, regional, and/or corporate level to maintain
4970 the required equipment and to support its indemnity obligations to City under this Agreement. City has
4971 relied on each of these factors, among others, in choosing Contractor to perform the services to be
4972 rendered by Contractor under this Agreement.

4973 **12.5.1 Requirements of the Contractor**

4974 Contractor shall not enter into negotiations to assign its rights, or delegate, subcontract or otherwise
4975 transfer any of Contractor's obligations under this Agreement (collectively referred to as an "assignment")
4976 to any other Person for a period of three (3) years from the Commencement Date of this Agreement.

4977 After such three (3) year period Contractor shall not assign its rights, nor delegate, subcontract or
4978 otherwise transfer any of Contractor's obligations under this Agreement to any other Person without the
4979 prior written consent of the City Council. Any such assignment made without the consent of the City
4980 Council shall be void and the attempted assignment shall constitute a material breach of this Agreement.

4981 If Contractor requests City Council's consideration of and consent to an assignment, City Council may deny
4982 or approve such request in its sole discretion. Any request for an assignment shall be made in a manner
4983 to be prescribed by the City Contract Manager or their designee, and no request by Contractor for consent
4984 to an assignment need be considered by City unless and until Contractor has met (or with respect to
4985 matters that would only occur upon completion of the assignment if approved, made reasonable
4986 assurances that it will meet) the following requirements. The City may, in its sole discretion waive one (1)
4987 or more of these requirements.

4988 A. Contractor shall pay City its reasonable expenses for attorney's fees and investigation costs necessary
4989 to investigate the suitability of any proposed assignee, and to review and finalize any documentation
4990 required as a condition for approving any such assignment. An advance payment of one hundred
4991 thousand dollars (\$100,000) towards expenses shall be paid to City prior to City consideration of any
4992 assignment request and Contractor shall be responsible for paying all costs incurred by City in

4993 considering a request for assignment, including those in excess of the aforesaid deposit amount,
4994 regardless of whether City consents to the assignment.

4995 B. Contractor shall pay the City a transfer assignment right fee equal to 1% of Gross Revenues for the
4996 most recently completed fiscal year. This payment shall be upon final closing of the assignment but if
4997 paid and the assignment shall not be completed, it shall be refunded to the Contractor. If there shall
4998 be an escrow-type arrangement with an escrow agent, financial institution or other third party in
4999 connection with the assignment and the documentation thereof and payment of the purchase price
5000 to Contractor in consideration of the assignment by the assignee, then a payment of this amount by
5001 Contractor to the escrow agent or institution who is instructed to pay it over to the City upon closing
5002 of the assignment, then such payment shall be considered as compliant with this subsection.

5003 C. Contractor shall furnish City with audited financial statements of the proposed assignee's operations
5004 for the immediately preceding three (3) operating years.

5005 D. Contractor shall furnish City with proof satisfactory to City: (i) that the proposed assignee has at least
5006 ten (10) years of Solid Waste, Recyclable Materials, and Organic Materials management experience
5007 on a scale equal to or exceeding the scale of operations conducted by Contractor under this
5008 Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any significant
5009 citations or other censure from any federal, State or local agency having jurisdiction over its Solid
5010 Waste, Recyclable Materials, and Organic Materials management operations due to any significant
5011 failure to comply with State, federal or local Applicable Law and that the assignee has provided City
5012 with a complete list of all citations and censures; (iii) that the proposed assignee has at all times
5013 conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed
5014 assignee conducts its Solid Waste, Recyclable Materials, and Organic Materials management practices
5015 in accordance with sound management practices in full compliance with all federal, State and local
5016 laws regulating the handling of Solid Waste, Recyclable Materials, and Organic Materials including
5017 Hazardous Substances, and (v) that the proposed assignee's financial resources are sufficient to
5018 ensure its ability to meet all of Contractor's obligations under this Agreement in a timely and effective
5019 manner.

5020 E. Contractor shall provide the City with any and all additional information, records, and/or
5021 documentation which, in the City Contract Manager's sole determination, would facilitate the review
5022 of the proposed assignment.

5023 Under no circumstances shall City be obliged to consider any proposed assignment if Contractor is in
5024 default at any time during the period of consideration. If, in the City Contract Manager's sole discretion,
5025 there is any doubt regarding the compliance of the Contractor with the Agreement, City may require an
5026 audit of the Contractor's compliance and the costs of such audit shall be paid by Contractor, in advance
5027 of the performance of said audit.

5028 Should City consent to any assignment request, such assignment shall not take effect until all conditions
5029 relating to City's approval have been met.

5030 **12.5.2 Requirements of the Proposed Assignee**

5031 In approving an assignment, City may require that the proposed assignee agree to one or more of the
5032 following:

5033 A. Reasonable increases in the insurance limits, or modifications in the insurance requirements
5034 contained in Section 9.5.

5035 B. In the event of a City approved assignment of this Agreement to any corporation, limited liability
5036 company, and every similar corporate entity that is controlled by another such corporate entity
5037 through ownership of a majority of the equity interests in the assignee, then that controlling entity of
5038 the assignee shall provide a guarantee that unconditionally and absolutely guarantees the
5039 performance of the Contractor's obligations hereunder and shall be in a form reasonably acceptable
5040 to the City Attorney.

5041 The form of guaranty shall be provided concurrently with the request for City approval of the
5042 assignment of the Agreement and no assignment to the proposed assignee shall be effective until the
5043 controlling entity executes the guaranty. This paragraph shall not be construed so as to require a
5044 guaranty from human Persons controlling an assignee or controlling entity thereof.

5045 C. Posting of a performance bond in an amount similar to such required by other Cities for similar
5046 facilities and/or provision of financial assurance in a form other than a performance bond, such as a
5047 letter of credit or certificate of deposit.

5048 D. Application of Liquidated Damages as set forth in Section 11.6 and Exhibit E including the provision of
5049 the initials as required in Exhibit E.

5050 **12.6 Subcontracting**

5051 Contractor shall not engage any third parties for Collection, Transportation, Processing or Disposal of Solid
5052 Waste, Recyclable Materials, or Compostable Materials without the prior written consent of the City. As
5053 of the Effective Date of this Agreement, the City has approved Contractor's use of the following third
5054 parties: (1) Grover Landscape Services, Inc. for Composting; and (2) Alameda County Industries, LLC for
5055 Recyclables Processing; (3) a subcontractor for Recycling and Composting technical assistance; and (4)
5056 Clean Energy for compressed natural gas (CNG) fueling station development and fuel services.

5057 **12.7 Binding on Successors**

5058 The provisions of this Agreement shall inure to the benefit to and be binding on the successors and
5059 permitted assigns of the Parties.

5060 **12.8 Transition to Next Contractor**

5061 Prior to expiration or earlier termination of this Agreement, Contractor will take direction from City
5062 Contract Manager and subsequent Contractor(s) to assist in an orderly transition of services from
5063 Contractor to subsequent contractor. Such cooperation will include, but not be limited to, Contractor
5064 providing route lists and detailed Customer account and Billing information. Contractor will not be obliged
5065 to sell Collection vehicles, equipment or facilities to the next Contractor; however, the City has rights to
5066 ownership of Containers pursuant to Section 5.16.4. Depending on Contractor's circumstances at the

5067 point of transition, the Contractor at its option may enter into negotiations with the next Contractor to
5068 sell (in part or all) Collection vehicles, and other equipment or facilities.

5069 In connection therewith, Contractor acknowledges that the provisions of Public Resources Code Sections
5070 49520-49523 have no application to this Agreement and agrees, to the extent such sections may have
5071 application, to waive whatever rights they may afford.

5072 **12.9 Parties in Interest**

5073 Nothing in this Agreement, whether express or implied, is intended to confer any rights on any Persons
5074 other than the Parties to it and their representatives, successors and permitted assigns.

5075 **12.10 Waiver**

5076 The waiver by either Party of any breach or violation of any provisions of this Agreement shall not be
5077 deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach of
5078 violation of the same or any other provision. The subsequent acceptance by either Party of any monies
5079 which become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach
5080 or violation by the other Party of any provision of this Agreement.

5081 **12.11 Contractor's Investigation**

5082 The Contractor has made an independent investigation (satisfactory to it) of the conditions and
5083 circumstances surrounding the Agreement and the work to be performed by it.

5084 **12.12 Notice**

5085 All notices, demands, requests, proposals, approvals, consents and other communications which this
5086 Agreement requires, authorizes or contemplates, except as provided in Section 10.1, shall be in writing
5087 and shall either be personally delivered to a representative of the Parties at the address below or
5088 deposited in the United States mail, first class postage prepaid, addressed as follows:

5089 If to City:
5090 City Manager
5091 City of Livermore
5092 Administration Building
5093 1052 South Livermore Avenue
5094 Livermore, CA 94550

5095
5096 With copies to:
5097 City Attorney
5098 City of Livermore
5099 Administration Building

5100 1052 South Livermore Avenue
5101 Livermore, CA 94550

5102
5103 and,

5104
5105 Public Works Manager
5106 City of Livermore
5107 3500 Robertson Park Road
5108 Livermore, CA 94550

5109
5110 If to Contractor:
5111 Livermore Sanitation, Inc.
5112 7000 National Drive
5113 Livermore, CA 94550
5114 Attn: Louis Pellegrini, President

5115 The address to which communications may be delivered may be changed from time to time by a notice
5116 given in accordance with this Section.

5117 Notice shall be deemed given on the day it is personally delivered or, if mailed, three (3) calendar days
5118 from the date it is deposited in the mail.

5119 To expedite communication, notices less than ten (10) megabytes may be sent by email with receipt
5120 confirmation provided followed in writing delivered to a representative of the Parties at the address above
5121 or deposited in the United States mail, first class postage prepaid.

5122 **12.13 Representatives of the Parties**

5123 References in this Agreement to the "City" shall mean the City of Livermore as defined in Section 1.26 in
5124 cases where no action is required. In cases where action is required related to adjustment of Contractor's
5125 Compensation, amendment, extension or termination of the Agreement, and approving Rates, "City" shall
5126 mean the City Council. In all other cases where action is required, "City" shall mean "City Contract
5127 Manager" as defined in Section 1.27 and further described in Section 6.8. The Contractor may rely upon
5128 actions taken by such delegates if they are within the scope of the authority properly delegated to them.

5129 The Contractor shall, by the Effective Date, designate in writing a responsible officer who shall serve as
5130 the representative of the Contractor in all matters related to the Agreement and shall inform the City in
5131 writing of such designation and of any limitations upon his or her authority to bind the Contractor. The
5132 City may rely upon action taken by such designated representative as actions of the Contractor unless
5133 they are outside the scope of the authority delegated to him/her by the Contractor as communicated to
5134 City.

5135 **12.14 City Free to Negotiate with Third Parties**

5136 The City may investigate all options for the Collection, Transportation, Processing and Disposal of Solid
5137 Waste, Recyclable Materials and Compostable Materials after the expiration of the Term or earlier
5138 termination of this Agreement. Without limiting the generality of the foregoing, the City may solicit
5139 proposals from Contractor and from third parties for the provision of Collection services, Disposal services,
5140 Recycling services, Compostable Materials Collection and Composting, and any combination thereof, and
5141 may negotiate and execute agreements for such services which will take effect upon the expiration or
5142 earlier termination under Section 11.3 of this Agreement.

5143 **12.15 Statements and Supplemental Information**

5144 The Contractor's Proposal (Exhibits M and G1) and any other information submitted to the City
5145 supplementary thereto, on which the City has relied in awarding this Agreement to Contractor and
5146 entering into this Agreement, does not contain any untrue statement of a material fact nor omit to state
5147 a material fact necessary in order to make the statements made, in light of the circumstances in which
5148 they were made, not misleading.

5149 **12.16 Criminal Activity of Contractor**

5150 **12.16.1 Definitions**

5151 A. **Contractor Party.** For the purposes of this Section, Contractor Party(ies) shall mean Contractor, its
5152 officers, directors, or management or fiscal employees where "management employee" means any
5153 employee with direct or indirect responsibility for direction and control over the Contractor's activities
5154 and "fiscal" employee means an employee with direct or indirect responsibility and control duties
5155 relating to financial matters.

5156 B. **Criminal Activity.** For purpose of this Section, Criminal Activity shall mean any of the following events
5157 or circumstances:

5158 1. **Convictions.** The entry against any Contractor Party of a criminal conviction or a permanent
5159 mandatory or prohibitory injunction from a court, municipality or regulatory agency of
5160 competent jurisdiction based on acts taken in his, her or its official capacity on behalf of
5161 Contractor with respect to:

- 5162 a. Fraud or criminal offense in connection with obtaining, attempting to obtain, procuring
5163 or performing a public or private agreement related to municipal Solid Waste services
5164 of any kind (including Collection, hauling, Transfer, Processing, Composting or
5165 Disposal), including this Agreement or any amendment thereto; or
- 5166 b. Bribery or attempting to bribe a public officer or employee of a local, State, or federal
5167 agency; or
- 5168 c. Embezzlement, extortion, racketeering, false claims, false statements, forgery,
5169 falsification or destruction of records, obstruction of justice, knowingly receiving stolen
5170 property, theft, or misprision (failure to disclose) of a felony; or

- 5171 d. Unlawful Disposal of Hazardous Waste or Designated Waste the occurrence of which
5172 any of Contractor Party knew or should have known; or
5173 e. Violation of antitrust laws, including laws relating to price-fixing, bid-rigging and sales
5174 and market allocation, and of unfair and anti-competitive trade practices laws,
5175 including with respect to inflation of Solid Waste Collection, Transportation, Processing
5176 fees, or Disposal Fees; or
5177 f. Criminal violation of securities laws; or
5178 g. Felonies.
- 5179 2. **Pleas.** Entry of a plea of “guilty,” “nolo contendere” or “no contest” by a Contracting Party
5180 based on acts taken in his, her or its official capacity on behalf of Contractor with respect to the
5181 conduct described in preceding subdivision (1) of this Section.

5182 **12.16.2 Notice**

5183 Contractor shall notify City Contract Manager in writing within five (5) calendar days of occurrence of any
5184 Criminal Activity.

5185 **12.16.3 Contractor’s Cure**

5186 Upon occurrence of any Criminal Activity, Contractor shall immediately do or cause to be done all of the
5187 following:

- 5188 A. Terminate from employment or remove from office any offending individual Contractor Party, unless
5189 otherwise directed or ordered by a court or regulatory agency of competent jurisdiction or authority,
5190 and unless that termination would constitute a breach of any labor agreement entered into by
5191 Contractor; and,
- 5192 B. Eliminate participation by any individual offending Contractor Party in any management, supervision,
5193 or decision activity that affects or could affect, directly or indirectly, the performance of the
5194 Contractor under this Agreement.

5195 **12.16.4 Transfer and Hiring**

5196 Contractor shall not allow or cause to be allowed the hire or transfer of any individual Contractor Party
5197 from any parent or subsidiary company or business entity of Contractor who has committed Criminal
5198 Activity for a position as a Contractor representative, field supervisor, officer or director who is directly or
5199 indirectly responsible for performance of this Agreement without obtaining prior written consent of City,
5200 following full disclosure to City of the facts and circumstances surrounding such Criminal Activity.

5201 **12.16.5 City’s Remedy**

5202 In the event of Criminal Activity, City, in its sole discretion, may terminate the Agreement upon thirty (30)
5203 calendar days written notice to Contractor, or may impose other sanctions (which may include financial
5204 sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it
5205 will deem proper, in the following events:

- 5206 A. Contractor fails to comply with material obligation set forth in Articles 5, 6, 7, 9 or 12 of this
5207 Agreement, subject to any cure provisions stated herein, or
- 5208 B. The Criminal Activity concerns or relates directly or indirectly to this Agreement.

5209 Contractor shall be given the opportunity to present evidence in mitigation during the thirty (30) day
5210 notice period.

5211 **12.17 Material Change Notification Process**

5212 Contractor recognizes that material changes in the number and type of Customers, the amount of Gross
5213 Rate Revenue collected from Customers, Change in Law, and other factors may impact financial results
5214 and expectations of or related to the Agreement. Therefore, the Contractor recognizes that it has an
5215 obligation to provide timely notices to the City Contract Manager of such changes and agrees to exercise
5216 diligence in monitoring conditions and to notify the City Contract Manager of any such changes or
5217 potential changes as soon as Contractor is aware of such.

5218 In addition, Contractor shall provide to City Contract Manager monthly reports tracking revenue billed
5219 and actual Gross Rate Revenue received as required by monthly reporting requirements in Section 6.3.2.F
5220 and semi-annual reports as required by Section 6.3.3.K so that any material changes to revenues may be
5221 detected as quickly as possible. Contractor and City Contract Manager shall, at an agreed to time, meet
5222 to discuss the results of such analysis. In the event that there is a material difference between actual
5223 financial results and expectations, the City Contract Manager shall be entitled to request from Contractor
5224 or Contractor on its own, may initiate a Special Rate Review pursuant to Section 8.4.

5225 **12.18 Ownership of Environmental Benefits**

5226 The City retains the right, to be exercised at its sole discretion with regard to each instance and unless
5227 expressly waived, to the ownership of any environmental benefits derived from, but not limited to,
5228 emissions or elimination of emissions of climate change or greenhouse gasses, or emissions or elimination
5229 of other emissions to air, water and/or soil as identified now or during the Term of the Agreement. This
5230 provision applies to all:

5231 A. Material streams that are generated within the City and that are Collected, Transferred, Processed,
5232 Recycled, Composted, and/or Disposed by the Contractor under the terms of this Agreement;

5233 B. Programs, practices and procedures of the City, or directly or indirectly of the Contractor acting under
5234 the terms of this Agreement; and/or,

5235 C. Equipment or allocated portion of equipment used by Contractor in fulfillment of the terms of the
5236 Agreement, including vehicles and buildings and environmental improvements made to each,
5237 whether owned by jurisdiction, Contractor, or Related Party Entity, or Subcontractor.

5238 This provision applies to, but is not limited to, any use of this value in reallocating and/or reducing
5239 emissions of climate change or greenhouse gasses.

5240 This provision applies regardless of whether the environmental benefit is:

5241 1. Determined through regulatory action, market activity, negotiation between two or more
5242 parties, intra-company transfer, and/or other means.

5243 2. Monetized in terms of a currency, or is non-monetized as in a barter or trade in which value is
5244 attributed indirectly in non-monetary terms.

5245 Contractor shall inform the City Contract Manager at least thirty (30) calendar days in advance of any
5246 lawful action that directly or indirectly might materially affect any environmental benefit. The City shall
5247 then determine whether it wishes to retain ownership of, and be compensated for, the affected benefit.

5248

5249

ARTICLE 13. MISCELLANEOUS AGREEMENTS

5250 **13.1 Entire Agreement**

5251 This Agreement, including the Exhibits, represents the full and entire Agreement between the Parties with
5252 respect to the matters covered herein, and shall replace and supersede all previous agreements or
5253 understandings whether written or otherwise between the Parties with respect to the matters covered
5254 herein, including, without limitation, the Prior Agreement.

5255 **13.2 Section Headings**

5256 The article headings and section headings in this Agreement are for convenience of reference only and
5257 are not intended to be used in the construction of this Agreement nor to alter or affect any of its
5258 provisions.

5259 **13.3 References to Laws**

5260 All references in this Agreement to laws shall be understood to include such laws as they may be
5261 subsequently amended or recodified, unless otherwise specifically provided.

5262 **13.4 Interpretation**

5263 This Agreement shall be interpreted and construed reasonably and neither for nor against either Party,
5264 regardless of the degree to which either Party participated in its drafting.

5265 **13.5 Amendment**

5266 This Agreement may not be modified or amended in any respect except in writing, signed by the Parties.

5278 IN WITNESS WHEREOF, City and Contractor have executed this Agreement as of the day and year first
5279 above written.

5280 ATTEST:

5281 City CLERK

CITY OF LIVERMORE ("City")

5282 By [Signature]
5283 Deputy City Clerk, Debbie Elam

By [Signature]
for Mayor / Marc Roberts, City Manager

5284 Date: 3/28/20

Date: 4/28/20

5285 APPROVED AS TO FORM:

5286 [Signature]
5287 City Attorney [Signature]

5288 Date: _____

5289 APPROVED AS TO FORM:

Livermore Sanitation, Inc.

5290 By _____
5291 Contractor Attorney

By [Signature]
Louis Pellegrini
President

5292 Date: _____

Date: 3/5/2020

5277 IN WITNESS WHEREOF, City and Contractor have executed this Agreement as of the day and year first
5278 above written.

5279 ATTEST:

5280 City CLERK City OF LIVERMORE ("City")

5281 By _____ By _____
5282 Deputy City Clerk Mayor


5283 Date: _____ Date: _____

5284 APPROVED AS TO FORM:

5285 _____
5286 City Attorney

5287 Date: _____

5288 APPROVED AS TO FORM: Livermore Sanitation, Inc.

5289 By  _____ By _____
5290 Contractor Attorney Louis Pellegrini
President

5291 Date: 3/6/20 _____ Date: _____

EXHIBIT A
CITY SERVICE LOCATIONS

EXHIBIT A*

CITY SERVICE LOCATIONS

SS = Single Stream Recyclable
Materials, OCC - cardboard

Address	Location	Service Type
Container Services		
1052 South Livermore Ave	City Hall	1 - 4yd (2x/week)
4550 East Av	Firehouse #6	1 - 2yd
951 Rincon Av	Firehouse #7	1 - 2yd
5750 Scenic Av	Firehouse #8	1 - 2yd
1919 Cordoba St	Firehouse #9	1 - 1yd
330 Airway Blvd	Firehouse #10	1 - 2yd
1000 South Livermore Ave	Main Library	1 - 2yd
3311 Pacific Av	Multi Service Center	1 - 4yd (2x/week)
1110 South Livermore Ave	Police Department	1 - 3yd (2x/week)
101 West Jack London Blvd	Water Resources Facility	1 - 4 yd
101 West Jack London Blvd	Water Resources Facility	1 - 6 yd
2400 First Street	Livermore Valley Parking Structure	1 - 6 yd (1x/week)
Rolloff Services		
3500 Robertson Park Rd	Maintenance Yard	2 - 20yd rolloff (5x/week) 1 - 30yd rolloff (green waste, as needed)
Recyclable Materials Services		
330 Airway Blvd	Firehouse #10	1-1yd SS
998 Bluebell Dr	Library - Springtown Branch	1 - 96 gal cart SS
1919 Cordoba St	Firehouse #9	1 - 96 gal cart SS
4550 East Av	Firehouse #6	1 - 3yd OCC 1 - 96gal cart mxd paper
3311 Pacific Av	Multi-Service Center	1 - 96 gal cart SS
725 Rincon Av	Library - Rincon Branch	1 - 96 gal cart SS
951 Rincon Av	Firehouse #7	1 - 96 gal cart SS
3500 Robertson Park Rd	Maintenance Yard	1 - 2yd SS 1 - 2yd OCC 1 - 40yd Wood
5750 Scenic Av	Firehouse #8	1 - 1yd SS 1 - 96gal cart SS
1000 South Livermore Av	Main Library	2 - 2yd SS 1 - 3yd newspaper (on call)
1052 South Livermore Av	City Hall	1 - 4yd OCC 1 - 4yd SS
1110 South Livermore Av	Police Department	1 - 3 yd SS 1 - 3yd OCC
101 West Jack London Blvd	Water Resources Facility	2 - 3 yd SS

1 - 4yd OCC
 1 - 96 gal cart SS

Compostable Materials Services

At City Contract Managers' request, Contractor shall provide Compostable Materials Collection services at locations listed above under Recyclable Materials Services category.

Public Litter Cans (32 gal) with Attached Recycling Container

104	1st St	MWF	
	1st St	MF	bus stop across from Burger King on 1st
	1st St	MWF	Southeast corner S. Livermore and 1st St.
1732	1st St	MWF	
1870	1st St	MWF	
2053	1st St	MWF	
2008	1st St	MWF	
2017	1st St	MWF	
2044	1st St	MWF	
2074	1st St	MWF	
2083	1st St	MWF	
2106	1st St	MWF	
2107	1st St	MWF	
2115	1st St	MWF	
2118	1st St	MWF	
2145	1st St	MWF	
2148	1st St	MWF	
2187	1st St	MWF	
2193	1st St	MWF	
2200	1st St	MWF	
2205	1st St	MWF	
2211	1st St	MWF	
2226	1st St	MWF	
2241	1st St	MWF	
2247	1st St	MWF	
2250	1st St	MWF	
2300	1st St	MWF	
2321	1st St	MWF	
2333	1st St	MWF	
2369	1st St	MWF	
2470	1st St	MWF	
2490	1st St	MWF	
2491	1st St	MWF	
4685	1st St	1x/week	bus stop in front of Chipotle
	2nd St	1x/week	In front of Wells Fargo
	2nd St	MWF	Southwest corner of South L and 2nd
	2nd St	MWF	Northeast corner South L and 2nd

1875	2nd St	MWF	
1911	2nd St	MWF	
1914	2nd St	MWF	
2125	2nd St	MWF	
2152	2nd St	MWF	
2201	2nd St	MWF	
2155	3rd St	MWF	16 Recycling/Solid Waste Cans at Carnegie Museum and Park
	3rd St	MF	Northwest corner of McLeod and 3rd St
	4th St	1x/week	4th and Maple
1590	4th St	1x/week	
1623	4th St	1x/week	
1880	4th St	1x/week	
2109	4th St	1x/week	
2157	4th St	1x/week	Across from 2157 4th Southeast corner of Cowboy Alley and 5th
	5th St	MF	Northwest corner of Maple and 5th
	5th St	MF	
	East Avenue	1x/week	Bus stop 47 on East Avenue
	East Avenue	1x/week	Bus stop 48 on East Avenue
	East Avenue	1x/week	Bus stop 49 on East Avenue
	East Avenue	1x/week	Bus stop 57 on East Avenue
	East Avenue	1x/week	Bus stop 58 on East Avenue
	East Avenue	1x/week	Bus stop 80 on East Avenue
2545	East Avenue	MF	Across from this address
2815	East Avenue	1x/week	
3622	East Avenue	1x/week	Across from this address
3892	East Avenue	1x/week	
	Holmes St	1x/week	Bus stop 882 on Holmes
56	South Livermore Av	1x/week	
56	South Livermore Av	1x/week	Parking lot north of 56 S. Livermore
220	South Livermore Av	1x/week	
291	South Livermore Av	MWF	
323	South Livermore Av	MF	
	Maple St	MF	In front of Livermore High School
475	Maple St	MF	
541	Maple St	MF	
591	Maple St	MF	
597	McLeod St	1x/week	
	Murrieta Blvd	1x/week	Southwest corner of Murrieta and Stanley
	Murrieta Blvd	1x/week	South from Stanley on Murrieta dirt (2 cans)

	Murrieta Blvd	1x/week	Bus stop 39 on Murrieta
1010	Murrieta Blvd	1x/week	
1171	Murrieta Blvd	1x/week	
1172	Murrieta Blvd	1x/week	
	Pacific Av	1x/week	Bus stop 46 on Pacific
	Patterson Pass/rest stop	1x/week	NW corner of Patt. Pass and Marathon
	Patterson Pass/rest stop	1x/week	NW corner of Patt. Pass and Shannon
	Railroad Av	1x/week	In back of Longs Drugs on Railroad Av
	Railroad Av	1x/week	SE corner of Railroad and S. Livermore
1456	Railroad Av	1x/week	
1748	Railroad Av	1x/week	
2100	Railroad Av	1x/week	
1116	Stanley Bl	1x/week	Bus Stop
289	Wall St	1x/week	
	South J St	MWF	Under Arbor
187	South J St	MWF	
190	South J St	MWF	
160	South K St	MWF	
186	South K St	MWF	Across from 186 South K
186	South K St	MWF	
235	South K St	MF	
60	South L St	1x/week	
174	South L St	MWF	
282	South L St	MWF	
284	South L St	MF	

Livermore Area Recreation and Parks District

6500	Garaventa Ranch Rd	Altamont Park	1-6 yd
1310	Murdell	Max Baer/Jane Addams	1-4 yd
			1-3 yd
			1-96 gal SS
2798	Holmes St	Independence Park	1-4 yd
991	Loyola Way	Robert Livermore Park	1-4 yd
5800	Patterson Pass Rd	Bill Payne Park	1-4 yd
2010	Bluebell Drive	Marlin Pound Park	1-4 yd
685	Rincon Av	May Nissen Park	6 yd (2/per week)
4444	East Av	Robert Livermore Comm. Center	2-4 yd
			1-1 yd SS
3131	Pacific Av	The Barn	1-3 yd (2/month)
522	South L St	Veteran's Memorial Building	5-96 gal
			1-96 gal SS
2647	Arroyo Rd	Ravenswood	1-4 yd
2466	8th St	Bothwell Recreation Center	3-96 gal
			1-96 gal SS

*Material collected from the public litter and public Recycling cans listed in Exhibit A shall be sorted after collection to recover recyclable and compostable material.

EXHIBIT B
CITY SPONSORED EVENTS

EXHIBIT B
SERVICES FOR CITY SPONSORED EVENTS

Event	Collection Services Donated*
Livermore Downtown Street Fest	4 - 30yd Debris Box - Solid Waste 4 - 7yd Bins - OCC 10 - 96gal Recyclable Carts - commingled materials
Livermore Police Dept. Spring Clean-up	3 - 20yd covered Debris Box - Solid Waste
Livermore Rotary Rodeo - Parade	2 - 30yd Debris Box - Solid Waste 6 - 96gal Recyclable Carts - commingled materials
Livermore Rodeo Association	1 - 20yd Debris Box - Solid Waste 5 - 4yd handy haulers - Solid Waste 10 - 96gal Recyclable Carts - commingled materials
4th of July Event	1 - 30yd Debris Box - Solid Waste 2 - 4yd handy haulers - Solid Waste 2 - 96gal Recyclable Carts - plastic bottles 3 - 96gal Recyclable Carts - aluminum
City of Livermore Creek Clean-up	1 - 20yd Debris Box - Solid Waste 3 - 4yd handy hauler - Solid Waste 6 - 96gal Recyclable Carts - commingled materials
Livermore Children's Fair	3 - 4yd handy haulers - Solid Waste 4 - 96gal Recyclable Carts - plastic, tin ,aluminum, glass
Livermore Airport Appreciation Day	7 - 96gal Recyclable Carts - bottles, aluminum
Volunteer Day	2 - 15yd Debris Boxes

*Contractor shall Collect materials as frequently as needed during or after the event. If appropriate, Contractor shall provide additional Collection containers.

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EXHIBIT C
PUBLIC EDUCATION PLAN

EXHIBIT C PUBLIC EDUCATION PLAN

Contractor understands and recognizes the importance of effective public education and promotion as the key to helping Residents and businesses understand more about source reduction, reuse, Recycling, and Composting. Contractor shall include the following services as part of its public education program. **All public education materials shall be approved by the City Contract Manager prior to distribution to Customers, publication, or issuance.**

Exhibit C-1 (which follows this Exhibit) is included to provide additional information on the Contractor's public education and outreach program as described in the Contractor's Proposal.

1. STAFFING PLAN AND STAFF ROLES

To best achieve the highest possible level of public education and awareness, Contractor shall hire a Public Education Manager on a full-time basis (40 hours per week, 50 weeks per year) to supervise, coordinate and implement all public education and outreach activities in the City. This manager shall serve the City exclusively; he/she shall serve no other Contractor-related operations. The Public Education Manager shall perform the following tasks in his/her four principal areas of responsibility:

A. Government and Community Relations

1. Serve as a liaison between the City and Contractor
2. Represent Contractor at City Council, City staff, and City strategy development meetings
3. Work with the City in partnership to develop and incorporate municipal activities into Contractor activities, and vice versa
4. Prepare proposals and presentations to municipal contract entities
5. Participate and represent Contractor in community activities
6. Oversee customer satisfaction of all program services
7. Ensure compliance with City and regulatory agencies
8. Support local community service organizations such as, but not limited to: the Kiwanis Club, the Tri-Valley Seniors Group, 4-H Club, FFA, Boy Scouts, Girl Scouts, Tri-Valley Youth Services, and Tri-Valley Child Links, as well as various local clean-up projects

B. Media Relations

1. Develop relationships with reporters: TV, radio, and newspapers
2. Track media coverage
3. Develop a unique and distinct online presence for Contractor that does not overlap with other service providers that are Related Party Entities.

C. Contract Compliance

1. Coordinate and produce annual education plan required by Section 5.17.2 of the Agreement
2. Coordinate implementation of the annual public education plan
3. Coordinate and produce monthly, quarterly, and annual reports required by Sections 6.3 through 6.4 of the Agreement

D. Outreach - Evaluate outreach programs for effectiveness

The Manager shall not work alone, but shall be head of an experienced team. This team shall consist of two full-time Recycling Coordinators. These positions may be filled by Contractor's personnel or personnel from Cascadia Consulting Group, Inc., a Subcontractor. Notwithstanding any other provision in the Agreement, this Exhibit C or any other Exhibit to the Agreement, Cascadia Consulting Group, Inc. ceased being a Subcontractor and providing any services in connection with the effective date of the Second Amended and Restated Agreement. Thereafter, Contractor assumed responsibility for all of the tasks and responsibilities of Cascadia Consulting Group, Inc. under the Agreement.

The Public Education Manager and Contractor shall remain receptive to any additions, modifications or enhancements to the activities and obligations described in this Exhibit that the City Contract Manager believes would further progress in promoting Recycling education.

2. SINGLE-FAMILY EDUCATION PROGRAMS

A. Initial Start-Up Public Education Activities

1. Prepare and distribute an initial mailing to Single-Family Customers explaining the change from the existing hauler to the new Contractor (if applicable); changes from the existing Collection programs to new programs; date of change, etc.
2. Prepare a "how-to" flyer describing how to prepare Recyclable and Compostable Materials for Collection and describe the acceptable materials that can be included in the Recyclable Material Containers. The flyer should emphasize any new Recyclable Materials to be included in Single-Stream Collection and the Food Scraps Collection program.
3. Prepare a "how-to" flyer describing the proper set out procedures for Collection Containers.
4. Prepare and distribute public service announcements (PSA) for local radio and cable television broadcast. Advertisements for local newspapers also shall be produced.

B. Continuing Programs Throughout Agreement

1. Visit homeowner associations or other groups to promote and explain the program, as requested by the associations or as scheduled by the City Contract Manager.
2. Prepare and distribute quarterly newsletters that creatively inform residents about such topics, as availability of three free on-call clean-up events, bulky item pick-ups, home Composting, curbside used motor and cooking oil collection, proper handling of Household Hazardous Waste, E-Waste, and U-Waste, and environmental conservation.
3. Educate Single-Family Customers about the Food Scraps program. Residents shall receive a minimum of one postcard mailer every six months describing the program guidelines for Food Scraps Collection.
4. Prepare and distribute annually a bill insert, brochure, and/or feature quarterly newsletter article describing how to prepare Recyclable Material for Collection. Contractor shall inform residents as to the acceptable materials that can be included in the Recyclable Materials Containers and any common contaminants to be excluded from Collection to customers.
5. Prepare and distribute annually a bill insert, brochure, and/or feature quarterly newsletter article describing how to prepare Yard Trimmings and Food Scraps for Collection. Contractor shall instruct Customers as to any necessary preparation of Yard Trimmings, such as the cutting of items, placement of materials outside a Container (provided such material is bundled in lengths less than five feet and bundles that weigh less than 30 pounds), provide tips for minimizing the “yuck” factor of Food Scraps Collection, and describe appropriate use and placement of Organic Materials Containers. If StopWaste.Org offers Composting Bin subsidies or discounts, the outreach materials shall identify this as a resource.
6. Supervise the design and production of four quarterly Single-Family bill inserts covering those educational and topical issues deemed appropriate by the City Contract Manager such as Food Scraps Collection, battery Recycling, Christmas tree Recycling, etc.
7. Produce corrective actions notices for use in instances where the Resident sets out inappropriate materials.
8. Produce educational “Cart hangers” annually, the specifics of which shall be developed through meetings with City Contract Manager.
9. Two weeks prior to Christmas, provide written notification to each Single-Family Customer that Curbside Collection of Christmas trees will occur during the first and second week beginning on the Monday following New Year’s Day in accordance with Section 5.4.4 of the Agreement.
10. On each bill, Contractor shall include a brief statement to Customers providing service-related announcements such as messages about new services, the on-

call clean-up and Bulky Item pick-up services, proper handling of Household Hazardous Waste, Christmas tree Collection, etc.

11. Contractor shall promote the on-call clean-up service annually by preparing billing inserts to be included in each Single-Family Customer's bill and by advertising in a minimum of two local newspapers as approved by the City Contract Manager.
12. Contractor shall prepare and make available through Contractor's website how-to information on Recycling, Composting, and proper Container set-outs in PDF and video format, and provide Single-Family Customers with links to click on for additional resources.
13. Set up Contractor's website to allow Single-Family Customers to enter their property address to view their Collection day, and view up-to-date information on how the City ranks relative to its 75 percent diversion goal.
14. Contractor will promote home Composting through the release of technical information to Single-Family Customers via brochures and newsletters and the Contractor's website. This information will be highlighted in all Compostable Materials Collection information. Furthermore, if qualified Customers are not physically able to retrieve the Composting bin from Contractor's Livermore yard, Contractor will deliver the Composting bins free of charge directly to the Customer's door.

3. MULTI-FAMILY EDUCATION PROGRAMS

A. Initial Start-Up Public Education Activities

Perform the same public education activities required in the programs for Single-Family Customers initial start-up activities as described above by preparing and distributing specially designed public education materials for Multi-Family residents with the exception of the following tasks which shall not be performed:

- Prepare a "how-to" flyer describing how to prepare Compostable Materials for Collection;
- Prepare a "how-to" flyer describing the proper set out procedures for Collection Containers; and,
- Re-label Compostables Containers to identify Collection of Yard Trimmings and Food Scraps.

B. Continuing Programs Throughout Agreement

1. Perform the same public education activities required in the programs for Single-Family Customers continuing activities as described above by preparing and distributing specially designed public education materials for Multi-Family residents with the exception of the following tasks which shall not be performed:
 - Prepare and distribute quarterly newsletters that creatively inform residents about such topics, as availability of three free on-call clean-up events, bulky

- item pick-ups, home composting, Household Hazardous Waste and E-Waste Collection event, and environmental conservation;
- Educate Single-Family Customers participating in the Food Scrap program;
 - Prepare and distribute annually a bill insert, brochure, and/or feature quarterly newsletter article describing how to prepare Yard Trimmings and Food Scraps for Collection; and,
 - Two weeks prior to Christmas, announce to each Single-Family Customer that Curbside Collection of Christmas trees will occur during the first or second week beginning on the Monday following New Year's Day in accordance with Section 5.4.4 of the Agreement.
2. Visit apartment managers or home owners' association meetings or other groups to promote and explain the Collection programs throughout the term of the Agreement, as requested by the associations or as scheduled by the City Contract Manager.
 3. Prepare annually public education material on Recycling and proper handling of Household Hazardous Waste, E-Waste, and U-Waste and distribute materials directly to tenants of Multi-family Premises. Contractor may arrange for distribution to each tenant unit a flyer, newsletter, door hanger, or other public education piece by coordinating with the Owner or property manager of the Premises; or the Contractor may provide an article that the Owner or property manager can place in the complex's newsletter (if applicable).
 4. Conduct a site visit at least twice annually to meet with the property manager or owner for all Multi-Family Customers to promote Recyclable Materials and Compostables Collection, check adequacy of the level of Recyclable Materials and Compostable Materials service, verify Container signage is adequate, and distribute public education materials, Personal Recycling Bins and Kitchen Pails as needed by each Multi-Family Complex.
 5. Offer and respond to requests for on-site meetings and workshops. Contractor will conduct workshops (when requested) that will show property managers and residents, in a hands-on interactive format, how to use the Recycling and Compostables program and will provide resources for additional information and support.
 6. Prepare and distribute "move-in" kits for property managers and owners of Multi-Family complexes to provide new tenants. Move-in kits shall provide Recycling information and Contractor's Customer service phone number where questions can be answered.
 7. Prepare and distribute at least two bill inserts annually for Multi-Family Owners and Property Managers that are each focused on a key subject (e.g. Recycling Procedures, free Recycling technical assistance, Bulky Item collection, handy hauler service, etc.).
 8. Notify Owners and property managers at least two weeks before Christmas of the location and dates the holiday tree drop-off area will be available.

9. On each bill, Contractor shall include a brief statement to Customers providing service-related announcements such as messages about new services, the on-call clean-up and Bulky Item pick-up services, proper handling of Household Hazardous Waste, Christmas tree Collection, etc.
10. As part of Contractor's website, Contractor shall provide tenants and property managers with access to a multi-family webpage on Contractor's website which will present how-to information in PDF and video formats for tenants and property managers as well as links to other resources. Property managers and landlords will be able to find helpful tips for keeping Collection points clean and will be able to order enclosure posters for each material stream (e.g., Recyclables and Compostables).
11. Contractor will post information on its website as to how "green" complexes are by type. Individuals looking for places to live in the City can search for properties based on this criterion. Residents and property managers will be able to type in either the name of the complex or property address and find out how they rank relative to other complexes in Recycling participation. Based on this information, property managers will be prompted, during the scheduled communications as mentioned above, to increase Recycling diversion.

4. COMMERCIAL EDUCATION PROGRAMS

A. Initial Start-Up Public Education Activities

1. Prepare and distribute a flyer to businesses explaining the Recycling services provided to the different business types.
2. Prepare and distribute a "how-to" brochure explaining the Recycling program for each general business type (restaurants, office/commercial buildings, strip malls, and large commercial businesses).
3. Prepare and distribute a flyer describing the Compostable Materials Collection services available and how to prepare Compostable Materials for Collection.
4. Promote and conduct a total of ten (10) training meetings, two (2) for each general business type (multi-family, restaurants, office/commercial buildings, strip malls, and large commercial businesses) to educate businesses on the Recycling and Compostables programs, answer questions, and provide information about signing businesses up for Recycling and Compostables services.
5. Meet with at least four (4) business associations (Chamber of Commerce, Rotary Club, the Livermore Downtown Association, etc.) in separate venues to educate businesses on the Recycling and Compostables Collection programs, answer questions, and provide information about signing businesses up for Recycling and Compostables services.

B. Continuing Programs Throughout Agreement

1. Prepare and distribute a quarterly newsletter to all Commercial Customers promoting and explaining Recyclable Materials and Compostable Materials Collection and Diversion programs, and identifying possible cost savings through participation in Recycling and Food Scraps programs. The newsletter shall be distributed to Commercial Customers at the same time bills are issued.
2. Prepare and distribute annually a brochure and/or feature a quarterly newsletter article promoting the Food Scraps Collection program. Contractor shall instruct Customers on how to prepare Food Scraps, and provide tips for minimizing employee training.
3. Prepare and distribute annually a brochure and/or feature a quarterly newsletter article promoting the free Recycling technical assistance offered by Contractor and the services of the Alameda County Waste Management Authority's StopWaste Partnership program.
4. Prepare brochures, flyers, and articles for the quarterly newsletter related to non-franchise-related program such as source reduction, reuse and non-Contractor Recyclable Materials programs (e.g., green business recognition, Hazardous Waste management, buy-recycled policies, etc.). These materials shall be available upon request, and articles shall be published annually in the quarterly newsletter.
5. Conduct audits of Commercial Premises as required by Section 5.17.6 of the Agreement. Audits shall include:
 - Meeting with the Customer, Owner, property manager, and/or party responsible for the day-to-day operations of the on-site Commercial activities to discuss the Collection program options, review the types of materials generated, promote Recycling services, respond to questions, agree upon the appropriate Solid Waste, Recyclable Materials, and Compostables Materials service levels, etc.;
 - Visual inspection of the types of Solid Waste, Recyclable Materials, and Compostable Materials generated at the Premises and estimation of the appropriate level of service for Solid Waste, Recyclable Materials, and Compostable Materials Collection service; and,
 - Distribution of public education materials, signage, and posters, to Customers at the time of the assessment or upon request.
6. Educate businesses about the Commercial Food Scraps program. The key components of the public education campaign shall be:
 - Providing a starter kit to educate businesses on the Commercial Food Scraps Program;
 - Conducting initial site visits to all schools, institutions, restaurants, bakeries, grocery stores, and other food scrap generators in the City to encourage participation in the program and customize the program to fit the Customer's needs;

- Providing interior Collection Containers to Customers and posters to place above them. These posters will convey messages universally through graphic images. Information will be captioned in English and other languages as designated by the City Contract Manager;
 - Providing and publicizing a telephone hotline for Food Scraps Customers to receive technical assistance with the program;
 - Placing Food Scraps presentation posters in highly trafficked areas in the City; and,
 - Producing and distributing periodically, but at Contractor's discretion not more than quarterly, newsletters or bill inserts that inform customers about the Commercial Food Scrap Program.
7. Develop and distribute a Recycling resource guide to provide vendors with names, numbers, and contacts for purchasing Recycled products, re-use donation locations, and other Recycling companies, to be updated annually.
 8. Attend business association's meetings to promote and explain the Collection programs throughout the term of the Agreement, as requested by the associations or as scheduled by the City Contract Manager.
 9. Provide employee training to businesses that participate in Recyclable Materials and/or Compostable Materials Collection programs, annually upon the Customer's request. Cascadia Consulting Group, a Subcontractor, shall lead the process of developing and conducting training modules by business type. Training will be offered in languages other than English based on need. Training will be interactive and brief.
 10. Develop and use a corrective action notice for use situations where businesses set out inappropriate materials.
 11. Notify all Commercial Customers in writing two weeks before the Christmas holiday of the dates, time, and places of the Holiday Tree drop-off area provided in accordance with Section 5.4.4 of the Agreement.
 12. Assist the City Contract Manager with evaluating commercial program participation in conjunction with the StopWaste.Org audits.
 13. On each bill, Contractor shall include a brief statement to Customers providing service-related announcements such as messages about new services, the on-call clean-up and Bulky Item pick-up services, proper handling of Hazardous Waste , Christmas tree Collection, etc.
 14. Prepare and make available through Contractor's website how-to information for Commercial Generators on Recycling, Composting, and Disposal in PDF and video format. A special version will be created for food service facilities such as restaurants, delis, and grocery stores. All collateral materials will contain video links to the Contractor's website so that employees can connect to them quickly. During Recycling Opportunity Assessments and, upon request, videos will be distributed to Customers on CD or other electronic format for the

Customers use. Customers will be asked to include viewing of the video as part of new employee orientation.

15. Promote the County's program to utilize reusable packaging for materials shipping and transport. Provide information on County resources and events in Commercial public education and outreach materials, including newsletters and brochures including those brochures by business type, newsletters, and even invoice blurbs. Include a link to www.UseReusables.com on the Contractor's website.
16. Encourage Commercial Customers to establish procurement policies that give preference to recycled and recyclable products by providing information in Commercial public education and outreach materials and through information on the Contractor's website or links to information provided by others.

5. SCHOOL OUTREACH

Develop and implement a public school education curriculum to teach children, through approximately 170 classroom presentations annually, how to Recycle and Compost at school and at home. Here are the schools the Public Education Team shall visit. From 40 to 200 students can be expected to be present at each presentation.

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- Adventist Christian
- Almond Avenue Elementary
- Altamont Creek School
- Arroyo Mocho School
- Arroyo Seco School
- Christensen School
- Del Valle Continuation School
- East Avenue School
- Emma C. Smith School
- Granada High School
- Holy Cross School
- Jackson Avenue Elementary School
- Joe Mitchell School
- John-Knox Pre-School
- Junction Avenue Middle School
- Kinderkirk Pre-School
- Leo Croce School
- Livermore High School
- Marilyn Avenue Elementary
- Mendenhall Middle School
- Our Savior
- Portola School
- Rancho Las Positas School
- Sonoma Avenue Elementary
- St. Michael's
- Sunset School
- Trinity Pre-School
- Valley Montessori

The Public Education Team may also visit the following private schools:

- Stivers Academy
- New Horizons Pre-School
- St. Bart's Pre-School
- ARK Pre-School
- A Creative Playschool
- Beth Emek Pre-School
- Calvary Pre-School
- CAPE- Marilyn Avenue
- CAPE- Sonoma Avenue
- CAPE- Holmes Avenue
- Kindercare Pre-School
- Storyland Pre-School
- Wee Care Pre-School
- Tri-Valley ROP
- Adventist Christian
- Little Rascal's Pre-School

6. ALL SECTORS

1. Prepare and distribute newspaper ads that communicate Recycling, Yard Trimmings, and Food Scraps Collection services.
2. Produce press releases and advertisements tied to specific community events at intervals determined by the City Contract Manager. Press releases shall be developed and reviewed by the City Contract Manager regarding new or enhanced services as needed. Advertisements shall be developed in conjunction with workshops, training programs, etc.

3. Develop and implement “community investment” programs, including the management and distribution of Contractor contributions and donations.
4. Conduct educational tours of the Approved Recyclables Processing Facility to familiarize residents, businesses, and school children with the facility’s activities.
5. Provide public education materials in English that address the multi-lingual diversity of the City by using visual images and English descriptions supplemented with text on the bottom of the public education document in different languages directing the non-English speaking Customers to telephone a Contractor-provided hotline for help in their native language. Upon City Contract Manager request, Contractor shall prepare up to four (4) public education documents annually in one or more languages and distribute the materials to Single-Family, Multi-Family, and Commercial Customers as specified by the City Contract Manager. Contractor shall arrange for review of the multi-lingual materials by a third party to verify the accuracy and appropriateness of the translations.
6. Tailor promotional materials to characteristics and issues associated with particular neighborhoods or business types and distribute such materials to Customers in those neighborhoods or business types.
7. Attend at least four community workshops to explain Collection services and respond to questions.
8. Prepare and distribute presentation posters for distribution at local and well-trafficked public venues (Wal-Mart, Office Depot, Home Depot, Public Library, City Hall, Post Office, etc.).
9. Develop and maintain a web site describing services provided in the City as required by Section 6.10.5 of the Agreement.
10. Promote paperless communication between the Customers and the Contractor. For Customers that enlist in the paperless program, Contractor shall deliver all communications, not just invoices and newsletters, to the Customers in an electronic format.

7. SPECIAL EVENTS

1. Manage the Contractor’s contribution policy and direct donations of Containers for the Eagle Scout’s annual Arroyo Clean-Up, which helps remove dangerous non-native plants from the environment.
2. Arrange for and staff a booth or table at City events to promote source reduction, reuse, Recycling, Composting, and proper handling of E-Waste, U-Waste, and Hazardous Waste to and answer questions about Collection services. Contractor will develop a stand-alone and table-top professional display for use at the City events and will provide corresponding educational components that can be used to educate Livermore Customers and the general public about Recycling in general, and Livermore Recycling and Composting programs. At a minimum, Contractor shall provide this outreach service at four events annually to be determined with input from the City Contract Manager.

3. Actively assist with City-sponsored events called for in Exhibit B of the Agreement, including, but not limited to:
 - Livermore Downtown Street Fest;
 - Livermore Holiday Parade;
 - Livermore Rotary Rodeo – Parade
 - Livermore Rodeo Association
 - City of Livermore Creek Clean-Up
 - Earth Day (April);
 - Vine to Wine race;
 - Adopt-A-Highway program;
 - Livermore Airport Open HOuse
 - Children’s Fair;
 - 4th of July Event and other local Independence Day celebrations; and,
 - Eagle Scout’s Annual Arroyo Clean-up.

4. Educate any event sponsor or venue organizer on the requirements of AB 2176 for large events and venues, which are required to comply with AB 2176, and assist the sponsor or organizer in preparation of a recycling plan, which shall include all information required by AB 2176.

EXHIBIT C1
PUBLIC EDUCATION PLAN –
SUPPLEMENTAL INFORMATION
(Contractor’s Public Education and Outreach Plan as
Presented in Contractor’s Proposal)

EXHIBIT C1
PUBLIC EDUCATION PLAN – SUPPLEMENTAL INFORMATION

Contractor’s Public Education and Outreach Plan
(As Presented in Contractor’s Proposal)

Philosophy and Approach

The objective of this section is to a) convey LS’ competency in developing and managing public education programs; b) relay its proposed plan for outreach during the transition period and beyond; c) illustrate the Company’s willingness to become involved in the community. A draft *Public Education Plan* to serve as the basis for the final plan for contract year one is included in this section.¹

LS owners and affiliate companies have been collecting solid waste and recyclable materials for generations; and over the decades outreach efforts have had to flex with industry changes to ensure proper communication of them to customers. This resulting communications experience will positively affect a smooth transition between contractors for Livermore customers.

LS’ approach to communicating with its customers is simple and creative. It respects the fact people are inundated with too much information. All materials convey solid reasons for cultivating new, green behaviors in order to motivate customers, and will also identify additional resources for customers who want to know more about environmental issues. As stated in the *Overview*, LS will rigorously promote paperless communications.

Although a consistent message repetitively delivered in an abbreviated, catchy way is most effective, once the desired behaviors are adopted by customers regular reinforcement is required to sustain them. Finally, emphasizing the difference an individual’s recycling practices makes is helpful. LS’ public education program will continually remind customers of the importance of adhering to program guidelines and will report their progress and associated positive environmental impacts back to them.

This program incorporates a strong community relations element. Responsibility for community interface will be spread amongst the Company’ middle and top management, assuring that pledges of human and financial resources to the community’s benefit are made and kept.

¹ LS is an abbreviation for Livermore Sanitation, Inc.

The Company also proposes an interactive educational component for schools that is age-appropriate, engaging, and designed to reinforce good recycling behavior.

Excellent coordination between LS and the City will contribute greatly toward program success. To facilitate communication, LS will respectfully and actively participate in coordination meetings with the City during the ramp up period and throughout the term of the *Agreement*.

LS will track all public education and community relations efforts meticulously and quantify results in accordance with the draft *Franchise Agreement*. The Company has considerable experience doing this in several other jurisdictions where it is required as part of periodic reporting.

Staffing

The Public Relations Manager, who is responsible for general oversight of the entire program and the following specific public education activities:

- ✓ Municipal and media relations
- ✓ Development and distribution of effective promotional and educational collateral materials, including all electronic components
- ✓ Development and delivery of presentations to business and civic groups
- ✓ Coordination of coverage of community activities
- ✓ Development and delivery of interactive school assemblies, classroom visits, and school group activities
- ✓ Collaboration with Cascadia and LS' Commercial/MFD Recycling Manager for development and distribution of effective collateral materials, including electronic components
- ✓ Update of website and all e-activities.

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Government, Community, and Media Relations

As noted in the draft *Franchise Agreement*, the Public Education Manager is responsible for **government relations**. As liaison, she will represent the Company to the City. In that capacity she will attend the following meetings and engage in the following activities:

- ✓ Attend City Council, City staff, and City strategy development meetings.
- ✓ Coordinate with the City to integrate municipal and contractor activities, as appropriate.
- ✓ Make requisite presentations and proposals.
- ✓ Function as a point of contact for contract compliance matters.

In the area of **community relations**, the Public Education Manager will be responsible for:

- ✓ Represent LS in community activities.
- ✓ Support local community service organizations as enumerated in *Exhibit C* of the *Agreement*.
- ✓ Ensuring other mid- and top-tier managers are involved in community relations activities.

rThe Public Relations Manager **media relations** interface, the Public Education Manager will:

- ✓ Proactively develop rapport with the all local media outlets: TV, radio, and print.
- ✓ Track media coverage of the Company, industry, and environmental issues and developments in general.

Although the Public Education Manager is responsible for the above tasks, the roll will engage other LS employees to participate in certain activities as may be warranted or appropriate. For example, in monitoring contract compliance she may bring in the operations manager for discussions on matters relating to driver management for quick resolution.

Schools

LS is experienced in creating and delivering meaningful and engaging recycling presentations and activities to school groups/classrooms. Each year, LS will contact every school—public and private—within the City limits to inform administrators and individual teachers of LS resources for schools. Information presented will reinforce school and home recycling programs, and will also relate non-program environmental information. A variety of brief and interactive presentations will be created for each age group. Additionally, LS has found that young children respond particularly well to being read *The Garbage Monster* by Joni Sensel and then led in the creation and eventual deconstruction of a unique “garbage” monster that turns out to be made mostly of recyclable materials (see photo, right). *10 Things I can do to Help My World*, *The Dumpster Diver*, *Michael Recycle*, and *The Wartville Wizard* are other environmentally-themed stories LS uses to reach young children and stimulate discussion. For older kids a hands on waste audit of school waste provides a valuable lesson. Alameda County has adopted such an activity; the curriculum is presented as an insert, following.²

Public Education Plan

This draft *Public Education Plan* first addresses items that apply to all programs. Following that is a chart based on the public education parameters given in the draft *Franchise Agreement*. Once the *Agreement* is finalized, LS’

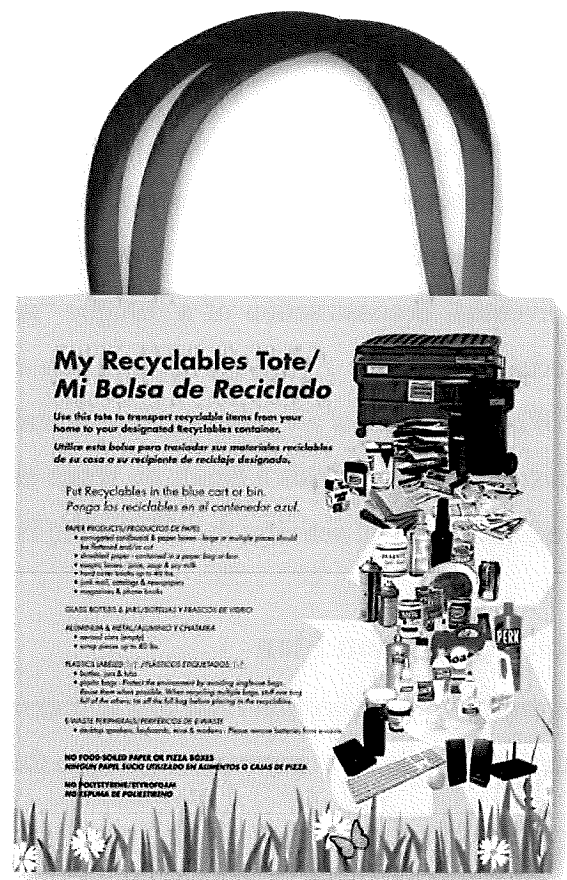
² The curriculum insert is provided in Contractor’s Proposal and is not included with Exhibit C-1.

first order of business with the City is to begin meeting regularly to coordinate all start-up activities, including these.

- ✓ Develop, produce and distribute, in close collaboration with the City, all public education materials listed in the proceeding plan. Each piece will be carefully considered in order to determine how the information is best conveyed to non-English speaking individuals. Also factor in the cultural context and/or business environment as necessary and appropriate.
- ✓ Customize materials to specific business types
- ✓ Design and place print ads and posters and distribute press releases that correspond to program milestones either as documented in *Exhibit C* of the *Agreement*, directed by the City, or otherwise determined to be a wise program complement.
- ✓ Hold workshops to correspond to program milestones or as otherwise needed in order to be accessible to customers.
- ✓ Create and maintain a user-friendly website that is both an effective customer service tool and that also organizes the community and helps move it toward its sustainability objectives.

MFD Recyclable Materials Tote Bag

This is an example of the multi-bag LS proposes distributing to all MFD customers for their use in transporting recyclable materials to the collection point. It is much less expensive than other types of containers. It collapses down into a small space nicely, yet stands erect if placed on the kitchen or cabinet floor, or may be hung on a hook. A sample bag is included as part of this submittal.



Public Education and Outreach | SFD Education and Outreach Programs

All printed materials also to be posted to the Company's website.

Task	Description	Purpose	START- UP	Distribution/Frequency
1	Introductory Announcement	Announce contractor transition and introduce LS to customers. Provide contact and resource information. Explain how to sign up for paperless interface (to become effective after start-up period).	Announce contractor transition and introduce LS to customers. Provide contact and resource information. Explain how to sign up for paperless interface (to become effective after start-up period).	All SFD Customers 20-30 days prior to contract start date Direct Mail
2	How-To Brochure	Explain program fundamentals, including proper cart placement, and enhancements with strong graphics. Provide contact and resource information. How-to videos developed and posted to website.	Explain program fundamentals, including proper cart placement, and enhancements with strong graphics. Provide contact and resource information. How-to videos developed and posted to website.	All SFD Customers 10 days prior to contract start date Direct Mail
3	Public Announcements	Information to match that of items 1 and 2 above. Provide contact and resource information.	Information to match that of items 1 and 2 above. Provide contact and resource information.	Entire customer base. Beginning 30 days prior to contract start date for a period of 45 to 60 days Radio, public television, print advertising, and press releases.
4	Compostable Cart Labels	Materials	Bring awareness to program enhancements.	SFD Customers First week of service Driver helpers and supervisors
ONGOING				
5	How-To-Brochure	Update annually. To reconfirm program guidelines and communicate enhancements. To communicate holidays for the year. Serve as introductory piece for new residents. How-to videos updated and re-posted to website.	Update annually. To reconfirm program guidelines and communicate enhancements. To communicate holidays for the year. Serve as introductory piece for new residents. How-to videos updated and re-posted to website.	All SFD Customers Annually on or before January 1
6	Quarterly Newsletter	Encourage program participation and sustainable behaviors and choices through feature articles and other content. Answer frequently asked questions. Remind customers of auxiliary programs, such as the on-call clean-up. Convey events through a calendar indicating holidays and events such as workshops; indicate other community events. Put a face on the Company so that it is perceived as being a friendly, caring part of the community. Topics TBD by City.	Encourage program participation and sustainable behaviors and choices through feature articles and other content. Answer frequently asked questions. Remind customers of auxiliary programs, such as the on-call clean-up. Convey events through a calendar indicating holidays and events such as workshops; indicate other community events. Put a face on the Company so that it is perceived as being a friendly, caring part of the community. Topics TBD by City.	All SFD Customers Once per quarter. Direct mail.
7	Billing Inserts	Two types: ✓ Abbreviated program information for deliveries to new residents. ✓ Program reminders focused on specific topics as directed by the City.	Two types: ✓ Abbreviated program information for deliveries to new residents. ✓ Program reminders focused on specific topics as directed by the City.	All SFD Customers Once per quarter with invoices Direct mail
8	Cart Hangers	Used as a courtesy notice to warn of improper set out. Used as a notice of non-collection due to sever improper set out or repeat offenses.	Used as a courtesy notice to warn of improper set out. Used as a notice of non-collection due to sever improper set out or repeat offenses.	Select/All SFD Customers As needed Adhere to cart by cart deliver personnel or drivers/helpers. All SFD Customers As needed Adhere to cart by driver.
9	Corrective Action Notices One per waste stream.			

SFD Education and Outreach Programs - Continued

Task	Description	Purpose	Distribution/Frequency
ONGOING			
10	Holiday Tree Collection Announcement	Convey holiday tree curbside collection, and holiday collection schedule changes.	All SFD Customers and Multi family 10 days prior to Christmas annually. Direct mail.
11	Invoice Blurbs	Brief statements concerning relevant program features and authorized by the City.	All SFD Customers. Each invoice.

Public Education and Outreach | MFD Education and Outreach Programs

Planning, initial Recycling Opportunity Assessments, follow-up, monitoring, and support through third year by Cascadia Consulting Group.
All printed materials also to be posted to the Company's website.

Task	Description	Purpose	START- UP	Distribution/Frequency
1	How-To Brochure	Similar to SFD with appropriate graphics and NO information relative to cart placement and NO compostable materials preparation information. How-to information posted to website.		All MFD Tenants and Managers 10 days prior to contract start date Direct mail to managers for their distribution or, at their request, hand deliver to each unit. Mail at other times during the year based on landlord request.
2	Interior Tote Bag	Bring increased awareness to MFD recycling. See brochure, following page.		All MFD Tenants with How-To Brochure, above.
ONGOING				
3	How-To-Brochure	Update as needed. To reconfirm program guidelines and communicate enhancements. Serve as introductory piece for new tenants. How-to videos updated and posted to the website.		MFD Managers – resupply. Direct mail to managers. As needed.
4	Recycling Opportunity Assessments Site assessments under the purview of Cascadia Consulting Group	Review complex program components. Propose increased recycling. Identify solutions to problems. Provide literature to tenants and posters to collection points.		All MFD Complexes Twice Annually Set appointments by phone for on-site meetings.
5	Tenant Tool Kit	To use in conjunction with site assessments. Kits are a compilation of primary program elements: how to information, tote bags, and other tenant resources.		All MFD Complexes/Units as determined during assessment. Delivery by MFD/Commercial Recycling Manager.
6	Enclosure Posters	How-To information in poster form. Posters to be laminated/water resistant.		All MFD Complexes/Units as determined during assessment. Delivery by MFD/Commercial Recycling Manager.
6	Landlord Billing Inserts	Topics to be based on current MFD program concerns, such as contamination.		All MFD Managers
7	Holiday Tree Announcement	Convey location and dates of City's holiday Collection points		All MFD Managers Additional flyers upon request by manager for distribution to tenants.
8	Invoice Blurbs	Brief statements concerning relevant program features and authorized by the City.		All MFD Owners/Managers Each invoice.

Public Education and Outreach | Commercial Education and Outreach Programs

Planning, Recycling Opportunity Assessments, follow-up, monitoring, and support through third year by Cascadia Consulting Group.
All printed materials also to be posted to the Company's website.

Task	Description	Purpose	START- UP	Distribution/Frequency
1	Available Services Flyer	Explains recycling services by business type, such as retail, business office, food service, manufacturing, and so forth. Special flyer focused on food waste/compostables generators.		All commercial businesses during initial site visits (oversight by Cascadia Consulting Group).
2	Training Meetings	Agreement calls for 10 training meetings by business type as referenced above. Answer questions. Schedule Recycling Opportunity Assessments.		Advertise and hold 30 days prior to contract start date.
3	Business Association Meetings	Attend/present at four business association meetings. LS will introduce itself/services in writing to all business associations as well as community, civic, and charitable organizations in Livermore and volunteer to speak on relevant topics/answer questions.		Groups mentioned at left. 30 days prior to start up Schedule at group's convenience.
ONGOING				
4	Quarterly newsletter	Quarterly newsletters with relevant content. Formatted in way conducive to posting in lunch rooms and other employee areas.		All businesses. Quarterly. Direct mail.
5	Annual Information	Updated program information in format to be determined by City (newsletter or brochure for example).		All businesses. Annually. Direct mail.
6	Non-Program Information	Awareness of outside resources and model programs, such as the Recycling Resources Guide published by StopWaste. Website will feature helpful links for businesses.		All businesses. Keep inventory and refresh web references regularly.
7	Waste Opportunity Assessments under the purview of Cascadia Consulting Group	LS will make contact with every business to set appointments. Distribution of how-to information, enclosure posters, and interior container posters and labels to occur during training process. Distribution of interior collection containers to occur during process. Assertive training, follow-up, and monitoring are featured. Major focus on food scrap collection.		All businesses. Initial contact prior to contract start-date and continuing through first quarter; assessments continuing through third year.
8	Employee Training	On-site training. Training videos in English and Spanish copied to CDs for distribution and posted to website.		All businesses subscribing to recycling/compostables/food scrap collection services that want it. All business groups.
9	Business Associations	LS will seek to build rapport with and educate the Livermore business community (such as Livermore Downtown, and Tri-Valley Business Council). Public Education Manager will make herself available, through the mailing described in item 3 above, to give presentations.		
10	Corrective Action Notices	Similar to SFD notices. Driver always attempts to contact a site manager prior to leaving a notice.		Daily use. As needed.

Commercial Education and Outreach Programs – Continued

Task	Description	Purpose	Distribution/Frequency
11	Holiday Tree Announcement	Convey location and dates Of collection	All businesses. Direct mail. 2 weeks prior to Christmas
8	Invoice Blurbs	Brief statements concerning relevant program features and authorized by the City.	All businesses. Each invoice.

Public Education and Outreach | Schools

All printed materials also to be posted to the Company's website as well as links to teacher resources.

Task	Description	Purpose	Distribution/Frequency
START- UP			
1	Available Services Flyer	Explains recycling services for institutions/schools. Special flyer focused on food waste/compostables generators.	All commercial businesses during initial site visits (oversight by Cascadia Consulting Group).
2	Training Meetings	Will customize a training meeting for school administration/janitorial staff. Schedule Recycling Opportunity Assessments.	Inform and hold 30 days prior to contract start date.
ONGOING			
3	Quarterly newsletter	Include schools in quarterly commercial newsletter mailing. Formatted in way conducive to posting in lunch rooms and other faculty areas.	All schools. Quarterly. Direct mail.
4	Annual Information	Updated program information in format to be determined by City (newsletter or brochure for example).	All schools. Annually. Direct mail.
5	Non-Program Information	Awareness of outside resources and model programs, such as the Recycling Resources Guide published by StopWaste. Website will feature helpful links for schools and educators.	All schools. Keep inventory and refresh web references regularly.
6	Recycling Opportunity Assessments <i>Initial assessments under the purview of Cascadia Consulting Group</i>	LS will make contact with every school to set appointments. Distribution of how-to information, enclosure posters, and interior container posters to occur during training process. Distribution of interior collection containers and labels to occur during process. Assertive training, follow-up, and monitoring are featured. Major focus on food scraps collection.	All schools. Initial contact prior to contract start-date and continuing through first quarter; assessments to continue through third year.
8	Administrator/Teacher/Employee Training	On-site training. Training videos in English and Spanish copied to CDs for distribution and posted to website.	All schools subscribing to recycling/compostables/food scrap collection services that want it.
10	Corrective Action Notices	Similar to SFD notices. Driver always attempts to contact a site manager prior to leaving a notice.	Daily use. As needed.

Role of Contractor Staff

Subcontractor Providing Waste Reduction, Recycling, and Compostables Education, Outreach, and Technical Assistance

	Description	Purpose	Cascadia Lead	Start Date	End Date	Days Per Month	Duration in Years	Percent of Budget
1	Implementation Strategy Development, Review, Refinement	Coordinate with Livermore Sanitation, the City of Livermore, local trade associations, unions and management companies, as appropriate, to develop and implement strategies for targeted outreach and technical assistance to customers to implement waste diversion programs, including participation in composting and recycling collection programs and other waste prevention activities.	I Contractor Staff	Jan-2010	Jun-2013	0.5	3.5	1%
2	Customer Screening, Targeting Outreach	Assist in identifying and screening customers, using existing Livermore Sanitation databases and "windowshield"-level field work, for opportunities where a significant diversion potential is possible.	Contractor Staff	Jan-2010	Jun-2013	0.5	3.5	1%
3	Materials Audits, On-site Recycling Opportunity Assessments	Conduct or assist in on-site waste audits, off-site audits of compactor loads. Evaluate waste reduction and recycling opportunities, identify internal container needs, identify initial training needs, identify other considerations.	Contractor Staff	Jan-2010	Jun-2013	5.0	3.5	11%
4	Difficult-to-recycle Materials; Product Substitution	Evaluate and present options to customers for recovering or substituting difficult-to-recycle, compost or reuse materials.	I Contractor Staff	Jul-2010	Jun-2013	0.5	3	1%
5	Outreach Materials Assistance	Coordinate with Livermore Sanitation to provide input into the development of outreach materials about waste reduction, recycling and composting; distribute such materials when meeting with customers; general coordination with education staff.	Contractor Staff	Jan-2010	Jun-2013	0.5	3.5	1%
6	Customer Training	Assist in gaining management support and dedication of staff resources from customers for program implementation; train management and staff about internal procedures for materials preparation for recycling and Compostables collection, waste reduction and related activities.		Jul-2010	Jun-2013	16.0	3	30%
7	Customer Monitoring, Troubleshooting, and Follow-up	Provide problem-solving, logistical support, monitoring, behavior reinforcement, and related follow-up service.		Jul-2010	Jun-2013	6.0	3	11%
7a	Customer Monitoring, Troubleshooting, and Follow-up	Provide customer monitoring and follow-up on a semiannual basis, with re-fresher trainings on an as-needed basis.		Jul-2013	Jun-2020	4.0	7	18%

	Description	Purpose	Cascadia Lead	Start Date	End Date	Days Per Month	Duration in Years	Percent of Budget
8	Recognition Programs//Cross-Program Outreach and Promotion	Identify and promote other program or recognition opportunities. such as potential Green Business certification, toxics reduction, green building, green purchasing, energy efficiency, water conservation, local and regional awards, and other programs if applicable and requested.	Contractor Staff	Jan-2010	Jun-2013	0.5	3.5	1%
9	Data Collection/Analysis, Tracking Measures, Progress Reports	Develop program tracking measures and prepare progress reports on impacts of program implementation, such as diversion, greenhouse gas reduction, participation levels, contamination, cost savings, generator satisfaction, and recommendations.		Jul-2010	Jun-2013	2.0	3	5%
10	Annual Program Maintenance and Evaluation	Provide third-party annual written program analysis and recommendations, for Livermore Sanitation and the City of Livermore, based on monthly meetings and review of data provided by Livermore Sanitation, and questions posed by the City of Livermore; weekly telephone check-ins with recycling and Compostables program leads at Livermore Sanitation; develop materials management policy recommendations; related tasks, such as customer service survey, as identified and mutually agreed.		Jul-2013	Jun-2020	2.0	7	12%
11	Expenses	Travel billed at applicable IRS rate, round-trip from Cascadia's Bay Area office.		Jan-10	Jun-2020		10	4%
12	Other	Other tasks as requested, within the allotted budget; otherwise to be used as contingency for other tasks above.		Jan-2010	Jun-2020	0.5	10.5	3%
								100%

EXHIBIT D
IMPLEMENTATION PLAN

EXHIBIT D
IMPLEMENTATION PLAN

ID	Task	Assigned To	Start Date	End Date	Comments
1	Contract Negotiations	Lead Assist Lead	13-Jul-09	19-Aug-09	Mr. Pellegrini and Mr. Button (SSFSC) will negotiate in good faith to finalize the Agreement to the complete satisfaction of the City..
1.1	Contractor Selection Approved	Lead	-	14-Sep-09	Once contract is finalized, Ms. Montgomery will work with the City to develop approved implementation planning and coordination meeting schedules, and an approved implementation progress reporting format.
1	Total Elapsed Time		70 days		
2	Site Related Activities	Assigned To	Start Date	End Date	Comments
2.1	Take Possession	Lead	15-Sep-09	30-May-10	LS' objective is to enable occupancy by May 30, 2010. Site improvements include: ✓ Paving/Striping
2.2	Building Permit Process Other Permits As may be necessary to complete all site improvements.	Co-Lead Assist	1-Oct-09	-	✓ Building Improvements
2.3	Site Improvements	Lead	15-Oct-09	31-Dec-09	✓ Direct Transfer Improvements This is in order to begin the following activities: ✓ Systems Installation: Such as hardware / software.
2	Total Elapsed Time		5 months		✓ Begin receiving procured equipment. ✓ Begin on-site employee training, see below. ✓ More information on LS' proposed site is included in <u>Section 2P</u> .

ID	Task	Assigned To	Start Date	End Date	Comments
3	Initial Manager Training	Lead Assist Louie Pellegrini Human Resources Manager Vendors CRRC	1-Jan-10	31-Mar-10	Comprehensive transition/management team training is designed to inspire a culture of superior customer service, and an excellent support infrastructure for the challenging months of transition and beyond.
3.1	Manager Pre-Module Training	Lead Assist Louie Pellegrini Human Resources	TBD	TBD	Pre-Module Training Content: <ul style="list-style-type: none"> ✓ Company Overview by General Manager Steve Jones ✓ Training Overview ✓ Company Policy and Procedure for Managers ✓ Reporting Lines and Communication ✓ Inspiring Superior Performance
3.2	Manager Training Module 1	Lead CRRC See Exhibit 2.5, CRRC Brochure	TBD	TBD	Module 1 Content: <ul style="list-style-type: none"> ✓ The History, Evolution and Future of the Solid Waste & Recycling Industry
3.3	Manager Training Module 2	Lead CRRC	TBD	TBD	Module 2 Content: <ul style="list-style-type: none"> ✓ Effective Day-to-Day Operations and Administration
3.4	Manager Training Module 3	Lead CRRC	TBD	TBD	Module 3 Content: <ul style="list-style-type: none"> ✓ The Regulatory Environment and Solid Waste Technologies
3.5	Manager Training Module 4	Lead CRRC	TBD	TBD	Module 4 Content: <ul style="list-style-type: none"> ✓ Human Resource Management
3.6	Manager Training Module 5	Lead CRRC	TBD	TBD	Module 5 Content: <ul style="list-style-type: none"> ✓ Municipal and Community Relationships
3.7	Manager Training Module 6	Lead CRRC	TBD	TBD	Module 6 Content: <ul style="list-style-type: none"> ✓ Risk Management and Safety
3.8	Manager Training Module 7	Lead CRRC	TBD	TBD	Module 7 Content: <ul style="list-style-type: none"> ✓ Leadership in Today's Changing Industry
3	Total Elapsed Time		3 months		

ID	Task	Assigned To	Start Date	End Date	Comments
4	Driver Hiring and Training	Lead Assist Assist	15-Feb-10	15-Jun-10	LS' comprehensive approach to driver recruitment and training is based on several large-scale service initiation experiences, such as in San José. LS will take every reasonable step in order to ease driver anxiety over the transition through thorough, consistent communication and ample time for driver questions at each event/training session.
4.1	Coordination with Labor Union – Job Fair and Hiring Process	Lead Assist	1-Mar-10	15-Mar-10	
4.2	Conduct Information Job Fair(s) for Displaced Workers: Drivers	Lead Assist Assist	16-Mar-10	31-Mar-10	
4.3	Extend/Finalize Job Offers to Displaced Workers – Drivers Lottery Process	Lead Assist Assist Assist	1-Apr-10	7-Apr-10	
4.4	Bargaining Unit: Recruitment, Additional Drivers	Lead Assist Assist	7-Apr-10	14-Apr-10	
4.5	Notification, All Drivers: Update and Tentative Training Schedule	Lead Co-Lead Assist	15-Apr-10	-	The purpose of the Driver Update is to: <ul style="list-style-type: none"> ✓ Help drivers to feel encouraged about upcoming changes ✓ Provide contact information for drivers to report circumstantial changes back to LS ✓ Provide tips to drivers for thriving through the transition.
4.6	Driver Training Program Development	Lead Assist Assist Assist	1-Apr-10	15-Apr-10	LS Operations Team will coordinate with internal and external risk management, safety, and human resources personnel to make final preparations for training.

ID	Task Driver Hiring and Training - Continued	Assigned To	Start Date	End Date	Comments
4.6a	Driver Training Module 1 LS Orientation Pre-Employment Orientation	"	Saturday Session Mid-Apr-10	Training	Module 1 Content: <ul style="list-style-type: none"> ✓ Introduction to the Company by Operations Manager Bernie Camara ✓ Tour of LS facilities/Locker Assignment ✓ Comprehensive overview of training sessions Initial Paperwork: LS will supply bi-lingual administrative assistance. ✓ Records Check: to ensure accuracy of intake forms ✓ License and Medical Card Check ✓ Further Instructions and On-Site Physicals
4.6b	Driver Training Module 2 Company Policy and Procedure	"	Saturday Session Late-Apr-10	Training	Module 2 Content: <ul style="list-style-type: none"> ✓ Review of Company policy and procedure ✓ Distribution of Employee Handbook ✓ Acknowledgement of Receipt of Handbook
4.6c	Driver Training Module 3 Environmental Stewardship General Safety Training Intro	Lead Co-Lead Assist Assist Assist	Saturday Session Mid-May-10	Training	Module 3 Content: <ul style="list-style-type: none"> ✓ Spill Response Procedures ✓ Fire Response Procedures ✓ Unpermitted Waste Screening Protocol ✓ General Safety Presentations: Outside Risk Consultant and Mr. Truck ✓ Pre-Trip Inspections ✓ On-Route Safety Procedures ✓ Accident/Incident Reporting ✓ Post-Trip Inspections
4.6d	Driver Training Module 4 Equipment Training	Lead Co-Lead Assist Assist Assist Assist	Saturday Session Early-Jun-10	Training	Module 4 Content: <ul style="list-style-type: none"> ✓ Equipment Introduction and Walk Around ✓ Equipment Demonstration ✓ Small Group Training Note: An additional day of hands-on training will be added if needed.
4.6e	Driver Training Module 5 Daily Operating Procedures First Day Check-In Procedures	Lead Co-Lead Assist	Saturday Session Mid-Jun-10	Training	Module 7 Content: <ul style="list-style-type: none"> ✓ Route Paperwork Distribution ✓ Day One: step-by-step discussion ✓ Review of Key Safety and Policy and Procedures
4	Total Elapsed Time		4 months		

ID	Task	Assigned To	Start Date	End Date	Comments
5	Customer Service Representatives Hiring and Training	Lead Assist Assist	1-Apr-10	30-Jun-10	LS' comprehensive approach to CSR recruitment and training is based on several large-scale service initiation experiences, such as in San José. LSR will take every reasonable step in order to ease CSR anxiety re transition through thorough, consistent communication training.
5.1	Conduct Information Job Fair(s) for Displaced Workers: CRS	"	1-Apr-10	-	
5.2	Extend/Finalize Job Offers to Displaced Workers – CRS	Lead Assist Assist	15-Apr-10	30-Apr-10	
5.2a	CSR Training Module 1 LS Orientation	"	Saturday Session Mid-May-10	Training	Module 1 Content: <ul style="list-style-type: none"> ✓ Introduction to the Company by Operations Manager Bernie Camara ✓ Tour of LS facilities ✓ Comprehensive overview of training sessions ✓ Complete Forms ✓ Records Check: to ensure accuracy of LS intake from Module 1, Forms ✓ Facility Tour ✓ Distribution of Tower Resource Manual
5.2b	CSR Training Module 2 Company Policy and Procedure	"	Saturday Session Late-May-10	Training	Module 2 Content: <ul style="list-style-type: none"> ✓ Review of Company policy and procedure ✓ Distribution of Employee Handbook ✓ Acknowledgement of Receipt of Handbook ✓ Review of Tower Resource Manual Self Study ✓ Operations Logistics: Various Generator and Service Types ✓ Inter-Department Relations ✓ Review of Tower Resource Manual Self Study: Part II
5.2c	CSR Module 3 Operations Orientation	Welcome Lead Assist Assist Assist Presenter	Saturday Session Early-Jun-10	Training	Module 3 Content: <ul style="list-style-type: none"> ✓ Operations Logistics: Various Generator and Service Types ✓ Inter-Department Relations ✓ Review of Tower Resource Manual Self Study: Part II ✓ Intensive Customer Service Training ✓ See <u>Exhibit 2.5: Training Information</u>
5.2d	CSR Module 4 Tower Intensive	Lead Assist	Saturday Session Late-Jun-10	Training	Module 4 Content: <ul style="list-style-type: none"> ✓ Contract Compliance Overview ✓ Recap of Resource Manual Review ✓ Hands-on Training

ID	Task	Assigned To	Start Date	End Date	Comments
5.2e	Customer Service Representatives Hiring and Training - Continued CSR Training Module 5 Daily Procedures First Day Check-in Procedures	Lead Assist Deanna Ventura TBD	Sunday Training Session Late-Jun-10		Module 5 Content: ✓ Day One: step-by-step discussion ✓ Review Key Policy and Procedures ✓ Roll-Playing ✓ Superior Customer Service Recap
5	Total Elapsed Time		3 months		
6	Systems Development and Customer Accounting/Database Management Tracks with Routing/Mapping, and EOC Audit Below	Lead Co-Lead Assist Assist Kent Kenney Deanna Ventura Jeff Nabhan Systems Consult.	1-Mar-10	30-Jun-10	✓ Acquire essential hardware/software ✓ Load software ✓ Load database ✓ Test ✓ Refine Database Based on Incoming New Information
6	Total Elapsed Time		4 months		
7	Systems Development - Routing/Mapping Tracks with Accounting/Customer Service/ Database Management, Above, and MFD/Commercial audit,bBelow	Lead Lead Assist Assist Assist Bernie Camara Jeff Nabhan Kent Kenney Deanna Ventura Systems Consult.	"	"	✓ Acquire additional hardware/software ✓ Load software ✓ Load database ✓ Geocoding/Mapping ✓ Create, Test, Refine Routes ✓ Generate New Maps and Route Sheets ✓ Import to Route/GPS Tracking Software ✓ Submit Routes to City for Review/Approval/Refinement ✓ See Routing narrative, this section.
7	Total Elapsed Time		4 months		
8	Recycling Manager Hiring and Training	Lead Co-Lead Cascadia Consulting Group Louie Pellegrini	1-Dec-09	31-Dec-09	✓ See MFD/Commercial Training Information - described in Key Tasks ✓ See Exhibit 2.5: Training Information
8	Total Elapsed Time		1 month		
9	Commercial/MFD Site Visits	Lead Assist Assist Cascadia MFD/Commercial Recycling Mgr. Teresa Montgomery	1-Jan-10	31-Dec-12	✓ See Key Tasks for details about site visits and audits. ✓ See Section 2L-Subcontractors for more information. ✓ Database refinements as assessment results come in.
9	Total Elapsed Time		36 months		

ID	Task	Assigned To	Start Date	End Date	Comments
10	Public Education and Outreach <i>Initial Program/Pre-Planning</i>	Lead Teresa Montgomery	01-Jan-10	31-June-10	<ul style="list-style-type: none"> ✓ See Section 2H – Public Education for Details ✓ See Sample Public Education Materials: Exhibit 2.4. ✓ Preplanning includes development and Level of introductory information and Level of Service Confirmation Letters ✓ All collateral materials to be developed per plan and approved by City
10.1	Develop Initial Annual Public Education Plan – Refine/Finalize	"	"	"	Submittal
10.2	Website Development Including Community Networking site and Paperless Functions	Lead Co-Lead Assist Assist Assist Teresa Montgomery West Advertising Kent Kenney Deanna Ventura IT Consultant	01-Jan-10	31-Mar-10	<ul style="list-style-type: none"> ✓ Develop web architecture to accommodate City preferences ✓ Website development is an internal joint effort between public education, customer service, accounting, and outside web designer with strong collaboration with the City. ✓ SFD portion of website will go live on June 1, 2010.
10.2a	Website Testing and Refinements	"	1-Apr-10	31-May10	
10	Total Elapsed Time		6 months		
11	Container Operations	Assigned To	Start Date	End Date	Comments
11.1	Document container condition of existing MFD/commercial bins. Begin/complete container transition issues with existing contractor/City.	Lead Assist Assist Bernie Camara Louie Pellegrini Don Arata	1-Oct-09	30-Sep-11	<ul style="list-style-type: none"> ✓ Continual communication with existing contractor and container manufacturers based on initial inventory needs and as MFD/commercial site visits are conducted. ✓ See narrative, this section.
11.1.1	Document container condition of existing MFD/commercial bins.	"	1-Oct-09	31-Dec-09	
11.2	Initial Projections and Production Capacity Reservation – Cart, Bin, and Debris Box Vendors with Updates/Communication with Vendors/Price Negotiations	"	1-Jan-10	31-Jan-10	
11.3	Container (Cart and Bin) Inventory Procured: containers stored on site as ready.	"	1-Feb-10	1-Jun-10	<ul style="list-style-type: none"> ✓ Resupply of inventory throughout contract term requires continual communication with vendors.
11.4	Bin relabeling and exchanges for refurbishment for any in unacceptable condition	"	1-Jul-10	30-Sep-10	<ul style="list-style-type: none"> ✓ Or earlier as negotiated with City and existing contractor.
11	Total Elapsed Time		11 months		

ID	Task	Assigned To	Start Date	End Date	Comments
12	Vehicle Procurement	Lead Don Arata	1-Oct-09	1-Jun-10	<ul style="list-style-type: none"> ✓ Vehicle Procurement is central to every service initiation contract; it is also very complex. ✓ Don Arata, LS partner and owner of Arata Equipment Company will place and monitor all vehicle orders. ✓ A collection vehicle procurement schedule like the one on the following pages that he kept for GCS will be developed by Mr. Arata and updated regularly. ✓ Updates will be provided to the City regularly.
12	Total Elapsed Time		8 months		

EXHIBIT D1
SB 1383 PRICING FORM AND IMPLEMENTATION
PLAN

**EXHIBIT D1
SB 1383 PRICING FORM AND IMPLEMENTATION PLAN**

Ref. #	Topic	SB 1383 Requirement	City Responsibility	Contractor Responsibility	Within Current Provisions of this Agreement	Assumptions Contractor, please provide detailed cost assumptions	Cost Included in Proposal? If so, please provide exact form, tab, and cell(s) references. Or, does cost get added in?	One-Time Start Up Costs	Annual Operating Costs	TOTAL Annual Cost
1	Collection	Commencing January 1, 2022, provide Collection Containers to generators that have lids or bodies that comply with color requirements when replacing containers or by January 1, 2036, whichever comes first (\$18984.7)	City will review, comment, and approve Container colors	Contractor to provide Containers to City and Customers that comply with SB 1383 requirements when replacing Containers at the end of their useful life. Container colors shall be as such: green for Organic Containers; blue for Recyclable Containers; grey for Solid Waste Containers. Note, City requires color to apply to entire Container (lid and body) despite current draft regulations only requiring colored lids.	Section 15.6.1 Commencing January 1, 2022, Contractor shall provide new Containers to generators that have lids, or shall replace lids on Containers that otherwise meet the requirements of this Agreement with lids, that comply with the color and labeling requirements of SB 1383 or, when replacing Containers, by January 1, 2036.	Costs are based upon three year average purchases as outlined in Exhibit I and in cost forms	Exhibit I.3.9 Container Replenishment Fund. Average costs of containers purchased during the prior three years. Cost Summary for Line item Container replenishment costs		\$343,412.00	\$343,412.00
2	Collection	Commencing January 1, 2022, place SB 1383-compliant labels on all new Containers or lids (\$18984.8)	City will review, comment, and approve Container labels	Contractor to place City-approved labels on all new Containers; labels should include text and/or graphic images that indicate primary materials that are accepted and primary materials that are not accepted for each Container type. Labels shall be placed on new Containers or lids commencing January 1, 2022. before or at time of initial Container delivery to Customer or to City or, when replacing Containers, by January 1, 2036.	Section 15.6.1 Commencing January 1, 2022, Contractor shall provide new Containers to generators that have labels on lids or containers, or shall replace lids on Containers that otherwise meet the requirements of this Agreement with lids, that comply with the color and labeling requirements of SB 1383 or, when replacing Containers, by January 1, 2036.	Labels are part of container replenishment fund see Item 1 above	Exhibit I.3.9 Container Replenishment Fund. Average costs of containers purchased during the prior three years. Cost Summary for Line item Container replenishment costs			

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3a	Collection	<p>Commencing April 1, 2022, conduct route reviews of randomly selected containers for contaminants such that all routes are inspected annually. If contamination is found during route reviews required, notify generator of recycling requirements (§18984.5.b)</p> <p>“Route review(s)” means a visual inspection of containers along a hauler route for the purpose of determining contamination, and may include mechanical methods such as the use cameras (§18982)</p> <p>“Hauler route” means the designated itinerary or sequence of stops for each segment of the jurisdiction’s collection service area. (§18982)</p>	City staff and/or third party to coordinate and conduct route reviews	Contractor to provide City staff with route-related information including, but not limited to: route maps, Customer lists and addresses associated with each route, service level data, and any other Customer account data required by City for performance of route reviews and/or follow-up with Customers. City may request such information up to two times per year.	6.3.3.N. SB 1383. After the promulgation of the SB 1383 regulations and before the conclusion of calendar year 2020, the Parties shall meet and confer in order to develop reporting procedures to ensure data is provided in a manner consistent with the requirements of SB 1383. Once agreed upon between the Parties, such reports shall be included in the reports submitted by Contractor.	Assumption is current reporting, database configuration and existing hardware technology is adequate for these reporting requirements. Additional customizations to database, new technology requirements may require additional costs personnel for tracking.	For example, add cameras to every commercial container would be an additional costs. Need to customize database to account for new data tracking fields may require additional costs	TBD	TBD	TBD

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3b	Collection	<p>Commencing April 1, 2022, conduct route reviews of randomly selected containers for contaminants such that all routes are inspected annually. If contamination is found during route reviews required, notify generator of recycling requirements (§18984.5.b)</p> <p>“Route review(s)” means a visual inspection of containers along a hauler route for the purpose of determining contamination, and may include mechanical methods such as the use cameras. (§18982)</p> <p>“Hauler route” means the designated itinerary or sequence of stops for each segment of the jurisdiction’s collection service area. (§18982)</p>	<p>City to review, comment on, and approve Contractor’s route review compliance plan and methodology.</p> <p>City to review, comment on, and approve outreach materials to be distributed by Contractor to non-compliant generators.</p>	<p>Contractor shall develop a plan and methodology, to be approved by City, for conducting annual route reviews such that all routes are inspected annually. The amount of Containers that must be inspected per route shall be based on the guidelines provided below, as referenced in Section 18984.5. The draft regulations do not specify what an “adequate” number of containers per route review entails; however, Section 18984.5 determines adequacy for a different type of contamination study based on route populations. As such, these guidelines will be utilized for route reviews.</p> <ol style="list-style-type: none"> 1. For routes with less than 1,500 generators the study shall include a minimum of 25 samples; 2. For routes with 1,500-4,000 generators the study shall include a minimum of 30 samples; 3. For routes with 4,001-7,000 generators the study shall include a minimum of 35 samples; 4. For routes with more than 7,000 generators the study shall include a minimum of 40 samples. <p>In the event that Contractor identifies contamination, Contractor shall be responsible for affixing a City-approved notice on to Customer’s Containers, documenting the location or account where contamination was present, and providing reporting to City summarizing the results of each route review and recording each contamination location identified. At Contractor’s option subject to approval by the City and pursuant to 14 CCR Section 18984.8(b)(a), Contractor may leave the notice on the generator’s container, gate, or door at the time the violation occurs, and/or mail or e-mail the notice to the generator.</p>	<p>5.17.8 Paragraph Two Because Contractor and City have neither agreed on the specific approach and procedures to perform the testing element of the contamination monitoring activity nor who will perform them (whether the Contractor, City or a third party), the Contractor has included in its proposed annual costs one hundred thousand dollars (\$100,000.00) for purposes of complying with this requirement of SB 1383. During the first two years of this Agreement, this \$100,000 shall be placed in the Rate Reserve Fund, and by mutual agreement of the parties may be used for pilot approaches to the testing element. Once the final approach and procedures to perform the testing element and the related costs are agreed on by the Parties, a line item will be included in the Rate Application form to reflect these costs.</p>	<p>3rd party audit and lid flip quote of approximate 20 percent of households and customers. Shall meet and confer with city prior to audit actual scope of work to be performed and adjust accordingly</p>	<p>No \$100,000 as line item to be applied in future year to total costs</p>	\$3,300.00	\$113,000.00	\$113,000.00

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4	Edible Food Recovery	Commencing January 1, 2022, annually provide Tier One and Tier Two edible food generators with information about food recovery program, generator requirements, and food recovery organizations and edible food source-reduction information (§18985.2)	City to identify Tier 1 and Tier 2 Commercial edible food generators, using Customer account data provided by Contractor. City to develop Edible Food recovery education content to be distributed by Contractor to City-specified list of Tier 1 and Tier 2 Commercial edible food generators.	Contractor to provide City with Commercial Customer account records, no more than twice a year. Contractor to distribute annually Edible Food recovery education materials approved by City to Commercial Customers that are Tier 1 or Tier 2 Edible Food generators, as identified by City	5.4.3.E Commencing January 1, 2022, Contractor shall annually provide Tier One and Tier Two edible food generators with information about food recovery program, generator requirements, food recovery organizations, and edible food source-reduction information.	Assumption is current reporting, database configuration and existing hardware technology is adequate for these reporting requirements. Estimate 1,500 billing inserts for commercial customers at \$1,500 per occurrence.	Not currently included; does not take place until Rate Year 12 Assumes one occurrence per year.			\$1,500.00

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5	Organics Procurement	<p>Procure a quantity of recovered organic waste that meets or exceeds the organic waste product procurement target as determined by CalRecycle. (§18993.1)</p> <p>Organic waste products are defined as compost, mulch, renewable gas (used for transportation, electricity, heating, or pipeline injections), and electricity from biomass conversion and may be procured directly by the jurisdiction, or through a contract with a direct service provider to the jurisdiction. These products must comply with definitions and specifications in SB 1383, which limit the source of the materials. Compost must be produced from a compostable material handling operation or facility permitted or authorized under 14 CCR, Division 7, Chapter 3.1; or from a large volume in-vessel digestion facility as defined and permitted under 14 CCR Division 7, Chapter 3.2 that composts on-site. [NOTE: Digestate, as defined in 14 CCR Section 18982(a)(16.5), is a distinct material from compost and is thus not a recovered organic waste product eligible for use in complying with SB 1383. (§18993.1)</p> <p>Mulch must be produced at composting facility, transfer/processing facility, or landfill and must meet some additional standards in SB 1383. (§18993.1)</p>	City to procure bulk compost and/or mulch from Contractor.	<p>Contractor, it is unclear how much recovered organic waste the City will need to procure. Estimate that 4,225 tons/year (or 10,555 CY/year) of compost is needed to fulfill requirement or 7,280 tons/year of mulch (or a combination of both).</p> <p>Please quote a per 100 cubic yard amount for compost.</p>	No	Based upon current market price for 100 cubic yards of loose standard compost made up of 100% greenwaste and screened at 3/8 minus compost delivered Robertson Park Rd	Cost reflect price for 100 cubic yards of compost.			\$3,600.00

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6a	Enforcement & Penalties	Commencing January 1, 2022, implement annual inspection and compliance program for organic waste generators, edible food generators, and edible food recovery organizations, that includes: compliance reviews of commercial garbage accounts producing over two (2) cubic yards of solid waste per week and that produce organics waste; inspections of Tier 1 and Tier 2 Commercial edible food generators (beginning January 1, 2024); conduct inspections, route reviews, or compliance reviews when inspecting complaints; every 24 months, inspect Commercial businesses utilizing de minimis or physical constraint waivers (§18995.1.a)	City to take lead on inspection and compliance efforts. City staff and/or third party to conduct generator compliance reviews.	Contractor to issue and report on issuance of Non-Collection Notices, contamination surcharges, and/or other related compliance notices	5.4.3.E Commencing January 1, 2022, Contractor shall annually provide Tier One and Tier Two edible food generators with information about food recovery program, generator requirements, food recovery organizations, and edible food source–reduction information, with an emphasis on food recovery.	Assumption is current reporting, database configuration and existing hardware technology is adequate for these reporting requirements. Commercial Accts - 1,500 billing inserts for commercial customers at \$1,500 per occurrence. Residential I Accts 27,000 billing inserts for residential customers at \$10,000 per occurrence.	Not currently included; does not take place until Rate Year 12; Assumes one occurrence per year			\$11,500.00
6b	Enforcement & Penalties	Commencing January 1, 2022, conduct annual compliance reviews of commercial garbage accounts producing over two (2) cubic yards of solid waste per week and that produce organics waste (§18995.1.a)	City shall receive Contractor's report, review and clarify as needed, and report to the State. City shall collaborate with Contractor to generate a list of City-approved self-haul exemptions and de minimis and physical space waivers. City shall approve format and content of all compliance reports provided by Contractor.	Annually, Contractor shall review all Commercial garbage accounts producing over two (2) cubic yards of solid waste per week and produce organics waste to ensure compliance with organics generator requirements described in Section 18984.9.a (subscription to blue and green container organics recycling service). This review can be done as a desk review, and does not require site visits. Following each compliance review, Contractor shall provide City with a report of results, including listing of any non-compliant Customer names, addresses, and service level information in a format accepted and approved by the City.	6.3.3.N. SB 1383. After the promulgation of the SB 1383 regulations and before the conclusion of calendar year 2020, the Parties shall meet and confer in order to develop reporting procedures to ensure data is provided in a manner consistent with the requirements of SB 1383. Once agreed upon between the Parties, such reports shall be included in the reports submitted by Contractor.	Assume same as current reporting for customers over two yards. Need to discuss scope of work for self haul if required. Not sure our role in self haul reporting.	Assuming current reporting of our customers this is should be a non issue.	TBD	TBD	TBD
7a	Enforcement & Penalties	From January 1, 2022 through December 31, 2023, provide educational materials to regulated entities not in compliance with SB 1383 (§18995.1.a)	City staff and/or third party to provide educational materials to non-compliant Customers observed during compliance reviews.	None		With no responsibilities assumes no costs				N/A

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7b	Enforcement & Penalties	From January 1, 2022 through December 31, 2023, provide educational materials to regulated entities not in compliance with SB 1383, as determined by compliance review of Commercial accounts (§18995.1.a)	City to review, comment on, and approve educational materials for non-compliant customers, which are to be developed by Contractor. City will provide education and outreach to non-compliant haulers, self-haulers, edible food generators, and edible food recovery organizations.	Contractor shall distribute City-approved compliance notices to all noncompliant Customers of Contractor annually.		Assumption is current reporting, database configuration, and existing hardware technology is adequate for these reporting requirements. Estimate 1,500 billing inserts for commercial customers at \$1,500 per occurrence.	Not currently included; does not take place until Rate Year 12. Assumes one occurrence per year.			\$1,500.00
8	Enforcement & Penalties	Commencing January 1, 2022, investigate SB 1383-compliance-related complaints received within 90 days of receiving complaint; provide method for Customer who made complaint to determine results of complaint; maintain records of all complaints. and responses; take enforcement action if it is determined that a violation has occurred (§18995.3)	City to investigate and maintain records of all SB 1383-related complaints documented by Contractor or received from Customer(s).	Contractor to refer Customers with complaints alleging violations of SB 1383 to the City's designated complaint handling system.		Assumption City to handle complaints referred to City by Contractor; therefore, no cost for Contractor.				N/A
9	Enforcement & Penalties	Commencing January 1, 2024, take enforcement actions, including issuing notices of violations within 60 days of determining violation has occurred, following up at least every 90 days to issue further notices if compliance is not achieved, grant compliance deadline extensions if applicable, and impose penalties equivalent to or greater than those outlined in Articles 14 and 16 of SB 1383 (§18995.4); Impose penalties on non-compliant entities (§18997.2)	City to conduct all enforcement actions and issue any penalties	None		With no responsibilities assumes no costs				N/A

Ref. #	Topic	SB 1383 Requirement	City Responsibility	Contractor Responsibility	Within Current Provisions of this Agreement	Assumptions Contractor, please provide detailed cost assumptions	Cost Included in Proposal? If so, please provide exact form, tab, and cell(s) references. Or, does cost get added in?	One-Time Start Up Costs	Annual Operating Costs	TOTAL Annual Cost
10	Education & Outreach	By February 1, 2022, and annually thereafter, provide generators with information on properly separating materials, organic waste prevention, on-site recycling, community composting, methane reduction benefits, how to recycle organic waste, a list of approved haulers, and information related to food recovery (§18985.1.a)	City to review, comment on, and approve public outreach materials for Customers provided by Contractor.	<p>Contractor to develop content and design of public education materials, to be approved by the City.</p> <p>Contractor shall distribute City-approved public education materials annually to all generatorsCustomers, including Single-Family, Multi-Family, and Commercial Customers</p> <p>Such information may be included in materials already provided by Contractor to generatorsCustomers (e.g., direct mailer, newsletters or bill inserts) and shall be distributed through print or electronic media</p>	6.3.3.N. SB 1383. After the promulgation of the SB 1383 regulations and before the conclusion of calendar year 2020, the Parties shall meet and confer in order to develop reporting procedures to ensure data is provided in a manner consistent with the requirements of SB 1383. Once agreed upon between the Parties, such reports shall be included in the reports submitted by Contractor.	Assumption is current reporting, database configuration and existing hardware technology is adequate for these reporting requirements. Provide mailer to all generators - Commercial Accts - 1,500 billing inserts for commercial customers at \$1,500 per occurrence. Residential Accts - 27,000 billing inserts for residential customers at \$10,000 per occurrence.	Not currently included; does not take place until Rate Year 12. Assumes one occurrence per year.			\$11,500.00
11	Education & Outreach	Consistent with Section 7295 of the Government Code, jurisdictions shall translate educational materials required by SB 1383 into any non-English language spoken by a substantial number of the public provided organic waste collection services by the jurisdiction. (§18985.1.e)	None	Contractor shall translate all City-approved education and outreach materials, as referenced above, into one additional language, using linguistically and culturally appropriate translated languages. Contractor shall determine language preferences of each Customer through account initiation or review process.	5.17.3 To address the multi-lingual diversity of the City, public education materials shall use visual images and English descriptions supplemented with text on the bottom of the public education document in different languages directing the non-English speaking Customers to telephone a Contractor-provided hotline for help in their native language. Commencing January 1, 2022, outreach must be in a language or languages that assure information is understood by the community and is or are required by SB 1383 in either electronic or written form. Upon City Contract Manager request, Contractor shall prepare up to four (4) public education documents annually in one or more languages and distribute the materials to Single-Family, Multi-Family, and Commercial Customers as specified by the City. Contractor shall arrange for review of the multi-lingual materials by a third party to verify the accuracy and appropriateness of the translations.	Assumption is current reporting, database configuration and existing hardware technology is adequate for these reporting requirements. Commercial Accts - 1,500 billing inserts for commercial customers at \$1,500 per occurrence. Residential Accts - 27,000 billing inserts for residential customers at \$10,000 per occurrence. Language line costs for additional languages \$1,000 per month.	No			\$23,500.00

Ref. #	Topic	SB 1383 Requirement	City Responsibility	Contractor Responsibility	Within Current Provisions of this Agreement	Assumptions Contractor, please provide detailed cost assumptions	Cost Included in Proposal? If so, please provide exact form, tab, and cell(s) references. Or, does cost get added in?	One-Time Start Up Costs	Annual Operating Costs	TOTAL Annual Cost
12	Record Keeping & Reporting	By April 1, 2022, file an initial compliance report that includes copies of adopted ordinances, items required for the annual report under Section 18994.2.b, and contact information for the responsible party for compliance-related issues (§18994.1) Commencing August 1, 2022, submit an annual report relative to compliance with SB 1383; the first report is due October 1, 2022 for the period of January 1, 2022 to June 30, 2022 (§18994.2)	City to compile and submit relevant documentation for the initial compliance report and the annual report. The City shall compile documentation that details the City's: hauler oversight; CALGreen building standard utilization; edible food recovery program; organic waste recycling and edible food recovery capacity planning; and, organic waste product procurements.	No later than February 1, 2022, Contractor shall supply City with reports documenting organic waste collection services; contamination monitoring; education and outreach efforts; and, the monitoring and enforcement program.	6.3.3.N. SB 1383. After the promulgation of the SB 1383 regulations and before the conclusion of calendar year 2020, the Parties shall meet and confer in order to develop reporting procedures to ensure data is provided in a manner consistent with the requirements of SB 1383. Once agreed upon between the Parties, such reports shall be included in the reports submitted by Contractor.	Assumption is current reporting, database configuration and existing hardware technology is adequate for these reporting requirements. Labor for additional administration may be required but to be determined.	No	TBD	TBD	TBD
13	Record Keeping & Reporting	Maintain all implementation records in a central location (physical or electronic) that can be made available to or accessed by CalRecycle within ten business days (18981.1.d, 18984.4.a, 18984.6, 18984.14, 18985.3, 18988.4, 18991.2, 18993.2, 18995.2)	City to maintain all implementation records including: ordinances, enforceable mechanisms, contracts, or agreements; waiver and exemption records; hauler program records; edible food recovery program records; and organic waste procurement records.	Contractor shall enter required data including documentation organic waste collection services; contamination monitoring; education and outreach efforts; and, monitoring and enforcement into a City-designated reporting platform (e.g., Recyclist, Microsoft Excel, a database, etc.) within five (5) business days of any change affecting data within any required reporting category and within one (1) business day of notification from CalRecycle request to review implementation record. In the event such information is not entered into a shared electronic platform, Contractor shall convey data to the City within the required period.	6.3.3.N. SB 1383. After the promulgation of the SB 1383 regulations and before the conclusion of calendar year 2020, the Parties shall meet and confer in order to develop reporting procedures to ensure data is provided in a manner consistent with the requirements of SB 1383. Once agreed upon between the Parties, such reports shall be included in the reports submitted by Contractor.	Assumption is current reporting, database configuration and existing hardware technology is adequate for these reporting requirements. Labor for additional administration may be required but to be determined	No all record keeping may require additional administration	TBD	TBD	TBD

Ref. #	Topic	SB 1383 Requirement	City Responsibility	Contractor Responsibility	Within Current Provisions of this Agreement	Assumptions Contractor, please provide detailed cost assumptions	Cost Included in Proposal? If so, please provide exact form, tab, and cell(s) references. Or, does cost get added in?	One-Time Start Up Costs	Annual Operating Costs	TOTAL Annual Cost
14	Facility Material Sampling Evaluations	Conduct sampling of recyclables materials processed and organic waste processed as required by SB 1383 as needed and report information to the State pursuant to 14 CCR Division 7, Chapters 3, 3.1, and 3.2, such as, but not limited to, evaluation of organic waste recovery efficiency rates, incompatible material limits, and content of organic waste in materials sent to disposal.	City to review and approve protocol developed by Contractor.	Contractor to prepare protocol for review and approval by City and conducting material sampling on a quarterly basis commencing January 1, 2022. Requirements shall extend to subcontractors.	5.17.8 Paragraph Two Because Contractor and City have neither agreed on the specific approach and procedures to perform the testing element of the contamination monitoring activity nor who will perform them (whether the Contractor, City or a third party), the Contractor has included in its proposed annual costs one hundred thousand dollars (\$100,000.00) for purposes of complying with this requirement of SB 1383. During the first two years of this Agreement, this \$100,000 shall be placed in the Rate Reserve Fund, and by mutual agreement of the parties may be used for pilot approaches to the testing element. Once the final approach and procedures to perform the testing element and the related costs are agreed on by the Parties, a line item will be included in the Rate Application form to reflect these costs.	No assumptions made at this time Costs and protocols to be determined	No Costs included	TBD	TBD	TBD

Ref. #	Topic	SB 1383 Requirement	City Responsibility	Contractor Responsibility	Within Current Provisions of this Agreement	Assumptions Contractor, please provide detailed cost assumptions	Cost Included in Proposal? If so, please provide exact form, tab, and cell(s) references. Or, does cost get added in?	One-Time Start Up Costs	Annual Operating Costs	TOTAL Annual Cost
15	Bulky Collection	Separately collect organic waste (green waste, wood, paper products) during bulky collections and deliver to organic waste processing facility; or collect all bulky materials with organics and deliver to a high diversion organic processing facility.	City to review and approve protocol developed by Contractor.	Contractor to prepare protocol for review and approval by City and implement changes in collection and/or processing strategy commencing January 1, 2022.	5.17.8 Paragraph Two Because Contractor and City have neither agreed on the specific approach and procedures to perform the testing element of the contamination monitoring activity nor who will perform them (whether the Contractor, City or a third party), the Contractor has included in its proposed annual costs one hundred thousand dollars (\$100,000.00) for purposes of complying with this requirement of SB 1383. During the first two years of this Agreement, this \$100,000 shall be placed in the Rate Reserve Fund, and by mutual agreement of the parties may be used for pilot approaches to the testing element. Once the final approach and procedures to perform the testing element and the related costs are agreed on by the Parties, a line item will be included in the Rate Application form to reflect these costs.	No assumptions made at this time Costs and protocols to be determined. Currently Contractor does not provide Organics collection with Bulky service	Note: If cost impact is too significant, parties could agree to stop collecting organic wastes in the bulky program.	TBD	TBD	TBD

EXHIBIT E
CART SPECIFICATIONS

EXHIBIT E CART SPECIFICATIONS

The Cart specifications provided in this Exhibit E shall pertain to all Carts provided by the Contractor to Customers on the Commencement Date of this Agreement and during the Term of the Agreement.

1. CART DESIGN REQUIREMENTS

A. General

The Carts shall be manufactured by injection or rotational molding and meet the Cart design and performance requirements as specified below. Contractor shall purchase Carts that contain a minimum of 30% post-consumer recycled plastic content. Contractor must submit Cart orders (including material and design specifications, colors and identification marks) to City Contract Manager for City Contract Manager's written approval prior to submitting the order to the manufacturer.

B. Materials Identification and Decals

Carts or their lids must be in bright, readily identifiable colors to facilitate Customer's ready recognition of Solid Waste, Recyclable Materials, and Compostable Materials, subject to City Contract Manager's written approval as described in this Exhibit. Contractor shall provide and attach decals, subject to City Contract Manager approval, displaying Contractor's name, and telephone number. Contractor shall provide and attach decals or emboss the Cart number and information describing correct materials and methods for Collection; forbidding disposal therein of Hazardous Waste and describing proper disposal thereof; and forbidding scavenging (through words and international symbols) and describing the penalties therefore under California law or City Municipal Code.

C. Cart Handles

The Cart handles and handle mounts may be an integrally molded part of the Cart body or molded as part of the lid. The Cart handles shall provide comfortable gripping area for pulling or pushing the Cart or lifting the lid. Pinch points are unacceptable.

D. Cart Lid

Each Cart shall be provided with a lid that continuously overlaps and comes in contact with the Cart body or otherwise causes an interface with the Cart body that simultaneously:

- Prevents the intrusion of rainwater, rodents, birds, and flies;
- Prevents the emission of odors;
- Enables the free and complete flow of material from the Cart during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism;
- Permits users of the Cart to conveniently and easily open and shut the lid throughout the serviceable life of the Cart;

- The lid handle shall be an integrally molded part of the lid;
- The lid (and body) must be of such design and weight that would prevent an empty Cart from tilting backward when flipping the lid open; and,
- The lid shall be hinged to the Cart body in such a manner so as to enable the lid to be fully opened, free of tension, to a position whereby it may rest against the backside of the Cart body.

E. Cart Colors

The Solid Waste, Recyclable Materials, and Compostable Materials Carts shall be differentiated by color. The colors shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation. Color of lids and Cart bodies must be uniform for each Cart type (i.e., Solid Waste, Recyclable Materials, and Compostable Materials). Solid Waste Cart bodies and lids shall be gray. Recyclable Materials Cart bodies and/or lids shall be blue. Compostable Materials Cart bodies or lids shall be green. Contractor may propose other colors for Cart lids or Cart bodies, which are subject to written approval by the City Contract Manager. For all colors including those prescribed in this paragraph, the Contractor shall obtain written approval from the City Contract Manager for the Cart colors before Contractor's purchase of the Carts.

F. Identification Markings

All markings on the Carts shall be approved by the City Contract Manager in advance of ordering Carts. An arrow (at least 2.5 inches by 4 inches) hot stamped in white color shall be placed on the lid, indicating the direction of Cart placement.

In character size of no less than 3/16 inches, the phrase:

**PLACE CART WITH ARROW FACING
STREET FOR COLLECTION
WHEELS AGAINST CURB
COLOQUE EL RECIPIENTE CON LAS FLECHAS
HACIA LA CALLE**

Additionally, the **SOLID WASTE, RECYCABLES** or **COMPOSTABLE MATERIALS** must be hot stamped in white on the front or sides of the Cart in characters no less than one inch.

2. CART PERFORMANCE REQUIREMENTS

A. General

All Carts shall be designed and manufactured to meet the minimum performance requirements described below.

B. Cart Load Capacity

Depending on the capacity, the Carts shall have a minimum load capacity as noted on the following table without Cart distortion, damage, or reduction in maneuverability or any other functions as required herein.

Cart Size (Gallons)	Minimum Load Capacity (Pounds)
96	200
64	130
32-35	70
20	40

C. Cart Durability

Carts shall remain durable, and at a minimum, shall meet the following durability requirements to satisfy its intended use and performance, for the Term of this Agreement:

- Maintain its original shape and appearance;
- Be resistant to kicks and blows;
- Require no routine maintenance and essentially be maintenance free;
- Not warp, crack, rust, discolor, or otherwise deteriorate over time in a manner that shall interfere with its intended use;
- Resist degradation from ultraviolet radiation;
- Be incapable of penetration by biting or clawing of household pets (i.e., dogs and cats);
- The bottoms of Cart bodies must remain impervious to any damage, that would interfere with the Cart's intended use after repeated contact with gravel, concrete, asphalt, or any other rough and abrasive surface;
- All wheel and axle assemblies are to provide continuous maneuverability and mobility as originally designed and intended; and,
- Resist degradation by other airborne gases or particulate matter currently present in the ambient air of the City.

D. Chemical Resistant

Carts shall resist damage from common household or Residential products and chemicals. Carts, also, shall resist damage from human and animal urine and feces.

E. Stability and Maneuverability

The Carts shall be stable and self-balancing in the upright position, when either empty or loaded to its maximum design capacity with an evenly distributed load, and with the lid in either a closed or an open position.

The Carts shall be capable of maintaining its upright position in sustained or gusting winds of up to 25 miles per hour as applied from any direction.

The Carts shall be capable of being easily moved and maneuvered, with an evenly distributed load equal in weight to its maximum design capacity on a level, sloped or stepped surface.

F. Lid Performance

Cart lid assemblies shall meet the following minimum requirements:

- Prevent damage to the Cart body, the lid itself or any component parts through repeated opening and closing of the lid by residents or in the dumping process as intended;
- Remain closed in winds up to 25 miles per hour from any direction. All lid hinges must remain fully functional and continually hold the lid in the original designed and intended positions when either opened or closed or any position between the two extremes; and,
- Lid shall be designed and constructed such that it prevents physical injury to the user while opening and closing the Cart.

G. Reparability

Minor cracks, holes, and other damages to hinges, wheels, axle, hardware, and other component parts shall be readily repairable by the contractor personnel. All repairs must restore the Cart to its full functionality to meet the design and performance requirements as set for herein.

EXHIBIT F
SCHEDULE OF PERFORMANCE ADJUSTMENTS
(LIQUIDATED DAMAGES FOR FAILURE TO MEET STANDARDS)

EXHIBIT F
SCHEDULE FOR PERFORMANCE ADJUSTMENTS
LIQUIDATED DAMAGES FOR FAILURE TO MEET STANDARDS

Contractor may be assessed Liquidated Damages in the event Contractor fails to fulfill its obligations with regards to the events listed in this Exhibit in accordance with the terms and conditions of the Agreement with regards to the time frame for accomplishing each event and nature of the responsibility associated with the event unless otherwise stated in this Exhibit. Refer to Section 11.6 of the Agreement for procedures for assessing Liquidated Damages.

Collection Reliability		
1	For failure to maintain the collection schedule for a portion of a route or entire route on the scheduled day (unless non-collection was warranted pursuant to this Agreement):	\$25.00/ container
2	For each failure over fifteen (15) annually to collect Solid Waste, which has been properly set out for collection from an established service recipient account on the scheduled collection day:	\$150.00
3	For each failure to collect missed collections within 24 hours of receipt of the Complaint:	\$300.00
4	For each 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:	\$150.00
5	For each failure to notify the appropriate authorities of reportable quantities of Hazardous Waste per Section 5.11:	\$500.00
6	For each failure over five (5) annually to commence service to a new customer within seven (7) calendar days after order received and account number established or failure to deliver a different Container size to a Customer within seven (7) Business Days of request or failure to deliver kitchen pail, Multi-family personal Recycling bins, Commercial Recycling or Compostable bins for internal use within the timeframe required by Article 5:	\$150.00
7	For each failure over five (5) annually to deliver kitchen pails, Multi-family reusable Recycling bags for tenants, Commercial Recycling or Compostable bins for internal use within the timeframe required by Article 5:	\$150.00
Collection Quality		
8	For each occurrence over five (5) annually of unreasonable leaking or Unacceptable Spillage of Solid Waste, Recyclable Materials, or Compostable Materials and failure to pick up or clean up such material immediately:	\$300.00
9	For each occurrence over twelve (12) annually of failure to replace containers in original position, upright, with lids attached to or on Carts or Bins:	\$150.00
10	For each failure over twenty-four (24) annually of not closing gate, crossing planted areas or other damage to private property:	\$300.00

11	For each occurrence over five (5) annually of collecting Solid Waste, Recyclable Materials, and Compostable Materials during unauthorized hours:	\$300.00
12	For each occurrence over twelve (12) of excessive noise:	\$300.00
13	For each failure over twelve (12) annually of not tagging containers which are left:	\$150.00
14	For each occurrence over five (5) annually of failure to clean collection vehicles one time per week, as described in Section 5.15.5:	\$150.00
15	For each occurrence over five (5) annually of damage to property that is not repaired in 30 days:	\$250.00
16	For each occurrence of mixing Recyclable Materials, Solid Waste, and Compostables during Collection:	\$150.00
17	Failure to deliver materials to Approved Disposal Site, Approved Recyclables Processing Site, or Approved Composting Site (depending on the type of material):	\$150.00/ton
Customer Responsiveness		
18	For each occurrence of unreasonably discourteous behavior:	\$500.00
19	For each failure to respond to and initiate a remedy to a complaint within eight (8) working hours after notification by the City Contract Manager:	\$300.00
20	For each failure to answer the telephone or answering machine during the hours specified in Section 6.9.4:	\$300.00
21	For each failure to respond to service requests/ calls within 24 hours as specified in Section 6.9.4:	\$300.00
22	For each failure to return calls received during non-business hours no later than 5:00 p.m. of the following Business Day:	\$300.00
23	For each occurrence over five (5) annually for complaints regarding waiting on hold for more than two (2) minutes as specified in Section 6.9.4:	\$150.00
Reporting and Performance Adjustments*		
24	For each day that a Monthly Report is late:	\$100.00/ day
25	For each day that a Quarterly Report is late:	\$200.00/ day
26	For each day a Semi-Annual Report is late:	\$300.00/ day
27	For each day an Annual Report is late:	\$300.00/ day
Public Education		
28	Failure to employ personnel specified in Section 5.17 for public education activities	\$150.00/ day
29	Failure to make school presentation in accordance with this Agreement	\$300.00/day
30	Failure to meet with City Contract Manager in accordance with this Agreement	\$150.00/ day
31	Failure to send initial mailing to residents	\$300.00/ day
32	Failure to prepare and distribute "how-to" brochure/calendar to residents	\$150.00/ day

33	Failure to prepare and distribute to residents door hanger, flyer or mailer to customers regarding specific collection day, holiday, Christmas tree, and cleanup event schedules	\$150.00/ day
34	Failure to conduct community presentations targeted at residents	\$150.00/ day
35	Failure to prepare and mail quarterly newsletter to all residents	\$150.00/ day
36	Failure to send initial mailing to businesses	\$300.00/ day
37	Failure to prepare and distribute "how-to" brochures for each of the five business types	\$150.00/ day
38	Failure to conduct training meetings for businesses	\$150.00/ day
39	Failure to meet with business associations	\$150.00/ day
40	Failure to conduct commercial waste audits	\$150.00/ audit
41	Failure to conduct multi-family waste audits	\$150.00/ audit
42	Failure to provide comprehensive report of findings and suggestions to each company for which an audit was performed	\$150.00/ day
43	Failure to perform other public education and outreach efforts required by the Agreement including Exhibits C and C-1	\$150.00/ day
44	Failure to prepare and annually update a recycling resource guide	\$150.00/ day
45	Failure to participate in special events listed in Exhibit B	\$300.00/ event-day
46	Failure to maintain accurate and complete information on Contractor's dedicated webpage for Livermore	\$150.00/ day
Miscellaneous		
47	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 twenty-four (24) hours upon twenty-four (24) hour Notification by City Contract Manager:	\$150.00/ for each

* Any report shall be considered late until such time as a correct and complete report is received by City Contract Manager. For each calendar day a report is late, the daily Performance Adjustment shall be as indicated in the Reporting and Performance Adjustment section above.

In 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:

 20

Initial Here: _____

EXHIBIT G1
CONTRACTOR'S TOTAL PROPOSED COSTS AND
ESTIMATED RATE REVENUES FOR
RATE PERIOD ELEVEN

Base RY11 Rate Application

Livermore Sanitation, Inc
Rate Application
RY11
Effective July 1, 2020 to June 30, 2021

	RY10	CPI	RY11	CPI	RY12	CPI	RY13
Labor Related							
Wages	\$2,182,608.45	103.49%	\$2,258,781.49	103.00%	\$2,326,544.93	103.00%	\$2,396,341.28
Overtime	\$611,589.56	103.49%	\$632,934.04	103.00%	\$651,922.06	103.00%	\$671,479.72
Holiday	\$248,368.11	103.49%	\$257,036.16	103.00%	\$264,747.25	103.00%	\$272,689.66
Vacation	\$341,014.57	103.49%	\$352,915.98	103.00%	\$363,503.46	103.00%	\$374,408.56
Sick	\$157,937.96	103.49%	\$163,450.00	103.00%	\$168,353.49	103.00%	\$173,404.10
Health & Welfare	\$1,077,713.99	103.49%	\$1,115,326.12	103.00%	\$1,148,785.90	103.00%	\$1,183,249.48
Pension	\$982,404.79	103.49%	\$1,016,690.71	103.00%	\$1,047,191.44	103.00%	\$1,078,607.18
Workmens Comp	\$676,240.05	103.49%	\$699,840.83	103.00%	\$720,836.06	103.00%	\$742,461.14
Payroll Taxes	\$281,828.57	103.49%	\$291,664.18	103.00%	\$300,414.10	103.00%	\$309,426.52
Labor Subject to Collective Bargaining	\$6,559,705.77		\$6,788,639.50		\$6,992,298.68		\$7,202,067.64
Other Costs:							
Other Costs: Uniforms	\$60,719.84	103.49%	\$62,838.97	103.00%	\$64,724.14	103.00%	\$66,665.86
Other Costs Transfer Labor for Compostables	\$766,965.94	103.49%	\$793,733.05	103.00%	\$817,545.05	103.00%	\$842,071.40
Vehicle Related Costs Excluding Fuel	\$990,950.17	103.24%	\$1,023,056.96	103.00%	\$1,053,748.66	103.00%	\$1,085,361.12
Fuel Costs	\$385,694.11	112.60%	\$434,291.57	103.00%	\$447,320.32	103.00%	\$460,739.93
Recyclables Processing Costs Old	\$995,443.27	-100.00%	\$0.00	103.00%	\$0.00	103.00%	\$0.00
Recyclables Processing Revenue Share Old	\$0.00		\$0.00	103.00%	\$0.00	103.00%	\$0.00
Net Composting Cost	\$932,213.32	8.59%	\$1,012,296.73	103.00%	\$1,042,665.63	103.00%	\$1,073,945.60
Net Composting Prior Year Reconciliation	-\$19,427.36	-526.40%	\$82,837.30	103.00%	\$85,322.42	103.00%	\$87,882.10
Organics Weight Fee Adjustment	\$7,806.23	100.00%	\$2,287.88	103.00%	\$2,356.51	103.00%	\$2,427.21
Battery Processing	\$30,254.42	1.22%	\$30,624.69	103.00%	\$31,543.43	103.00%	\$32,489.73
Other Costs	\$58,386.93	103.49%	\$60,424.63	103.00%	\$62,237.37	103.00%	\$64,104.49
Direct Depreciation	\$1,778,964.25		\$1,925,488.51		\$1,925,488.51		\$1,925,488.51
Container Replenishment Fund	\$75,007.22		\$323,412.28	103.00%	\$323,412.28	103.00%	\$333,114.65
Allocated Costs							
General & Admin	\$3,325,102.91	103.49%	\$3,441,149.00	103.00%	\$3,544,383.47	103.00%	\$3,650,714.97
SB 1383 Fund			\$100,000.00	103.00%	\$100,000.00	103.00%	\$100,000.00
Vehicle	\$935,210.54	103.49%	\$967,849.39	103.00%	\$996,884.87	103.00%	\$1,026,791.41
Container Maint.	\$288,906.13	103.49%	\$298,988.96	103.00%	\$307,958.63	103.00%	\$317,197.38
Start up	\$79,763.00						
Total Allocated Costs	\$4,628,982.58	3.87%	\$4,807,987.34	2.94%	\$4,949,226.96	2.94%	\$5,094,703.77
Total Annual Costs of Operations	\$17,251,666.70	0.56%	\$17,347,919.40	2.59%	\$17,797,889.96	2.66%	\$18,271,062.00
Operating Ratio	90						
	\$1,916,851.86	0.56%	\$1,927,546.60	2.59%	\$1,977,543.33	2.66%	\$2,030,118.00
Pass - Through Costs							
Solid Waste Disposal Costs	\$2,150,543.63	3.37%	\$2,223,122.00	103.00%	\$2,289,815.66	103.00%	\$2,358,510.13
Solid Waste Prior Year Reconciliation	\$4,953.88	791.83%	\$44,180.15	103.00%	\$45,505.53	103.00%	\$46,870.72
Rate Stabilization Fund	\$0.00		\$0.00		\$0.00		\$0.00
Interest Expense	\$431,260.25	28.30%	\$553,317.29	0.00%	\$553,317.29	0.00%	\$553,317.29
Compensation Deferral Adjustment	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00
County Credit - Non Franchised	-\$57,490.33	29.67%	-\$74,549.22	0.00%	-\$74,549.22	0.00%	-\$74,549.22
School Credit - Non Franchised	-\$7,999.36	53.60%	-\$12,286.85	0.00%	-\$12,286.85	0.00%	-\$12,286.85
Govt - Non Franchised	-\$3,216.16	77.68%	-\$5,714.41	0.00%	-\$5,714.41	0.00%	-\$5,714.41
C&D - Non Franchised	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00
Total Pass - Through Costs	\$2,518,051.91	8.34%	\$2,728,068.96	2.49%	\$2,796,088.02	2.51%	\$2,866,147.66
Total Calculated Costs Before City Fees	\$21,686,570.46	1.46%	\$22,003,534.96	2.58%	\$22,571,521.31	2.64%	\$23,167,327.66
City Fees							
Agreement Fee	\$2,941,492.54	102.05%	\$3,001,893.51	102.61%	\$3,080,281.21	102.66%	\$3,162,355.89
Franchise Monitoring & Enforcement fee	\$228,931.52	103.30%	\$236,486.26	103.30%	\$244,290.31	103.30%	\$252,351.89
Street Sweeping Fee	\$640,000.00	103.30%	\$661,120.00	103.00%	\$680,953.60	103.00%	\$701,382.21
SB 1383 fee	\$0.00		\$100,000.00	103.00%	\$100,000.00	103.00%	\$100,000.00
Vehicle Impact Fee	\$1,064,923.50	103.49%	\$1,102,089.33	103.00%	\$1,135,152.01	103.00%	\$1,169,206.57
Neighborhood Preservation fee	\$178,057.85	103.30%	\$183,933.76	103.00%	\$189,451.77	103.00%	\$195,135.33
Total City Fees	\$5,053,405.41	4.59%	\$5,285,522.86	2.74%	\$5,430,128.90	2.77%	\$5,580,431.89
Third Party Fees							
Recycle Processing and Backhaul fees	\$1,928,110.16	46.88%	\$2,831,954.60	103.00%	\$2,916,913.24	103.00%	\$3,004,420.64
Total Calculated Costs	\$28,668,086.04	5.07%	\$30,121,012.42	2.65%	\$30,918,563.45	2.70%	\$31,752,180.18

Rate Application
 Recycling Tonnage Processing Costs New
 Rate Year 11
 July 1, 2020 to June 30, 2021
 \$3,432,583

Total Revenue Annualized November 2018 to October 2019

Tonnage Collected	
ALAMEDA	11543.28
DUBLIN	0.00
CYSAN	9171.02
SAN LEANDRO	8973.70
HAYWARD	0.00
Mission Trails	10079.26
Livermore	16582.92
PSSI	566.02
WM-Albany	1480.74
WM-Emeryville	0.00
TriCed-Hayward	0.00
San Ramon	8910.96
Total All Tons Collected	68,105.00
	67,307.90

	95 percent of revenue to Jurisdiction 90 operating ratio	CPI	95 percent of revenue to Jurisdiction 90 operating ratio
Tonnage Collected	67,308		68,105
% of Tonnage Collected	100%		100%
Commodities Revenue	\$ 3,260,954		\$ 3,951,741.92
Revenue Per Ton	\$ 48.45		\$ 58.02
Disposal	\$ 1,424,184.17	103.49%	\$ 1,376,156.31
Depreciation	\$ 1,304,012.19	100.00%	\$ 1,304,012.19
Labor	\$ 6,172,172.45	103.49%	\$ 5,964,027.88
Other operation costs	\$ 560,207.73	103.49%	\$ 541,315.81
Repairs & maintenance	\$ 444,100.24	103.49%	\$ 429,123.82
Transportation	\$ 1,395,006.26	103.49%	\$ 1,347,962.37
Interest	\$ 303,649.23	100.00%	\$ 303,649.23
General & administrative	\$ 1,017,828.70	103.49%	\$ 983,504.40
Cost of Operations	\$ 12,621,160.97		\$ 12,249,752.01
Cost Per Ton Processing	\$ 187.51		\$ 179.87
Operating Ratio - Cost	\$ 18.75		\$ 17.99
Net Processing Costs Per Ton	\$ 157.82		\$ 139.83
Total Net Costs Required	\$ 10,622,323.33		\$ 9,522,985.29

Processing Costs	\$ 157.82	\$ 2,617,065.02
BackHaul Fees	\$ 13.14	\$ 214,889.58
Total Fees	\$	\$ 2,831,954.60

**Livermore Sanitation, Inc. Rate Application
Organics Processing Calculation
Rate Year 11
July 1, 2020 to June 30, 2021**

12 Months Tonnage Processed				Monthly Total Franchised Tonnage *
		Periods		
				November-18 1,380.55
				December-18 2,110.54
				January-19 1,611.68
				February-19 1,217.07
				March-19 1,358.92
				April-19 2,645.41
				May-19 1,734.81
				June-19 1,890.60
				July-19 1,761.26
				August-19 1,622.89
				September-19 1,680.92
				October-19 1,633.62
Total Actual Tons Collected				20,648.28
		RY10		RY11
		Current		
		Per Ton		Per Ton
		Fee	CPI-U Index	Fee
Per Ton Processing Fee	\$	47.37	103.49%	\$ 49.03
Total Processing Costs				\$ 1,012,296.73

**Livermore Sanitation, Inc. Rate Application
Organics Processing Tip Fee Reconciliation
Rate Year 11**

July 1, 2020 to June 30, 2021

Rate Year	12 Months Tonnage Processed Periods	Monthly Tonnage	Tip Fee Per Rate App	Actual Tip Fee	Per Ton Variance	Dollar Variance
RY9	November-18	1,380.55	\$45.68	\$49.61	\$3.93	\$5,428.65
RY9	December-18	2,110.54	\$45.68	\$49.61	\$3.93	\$8,299.14
RY9	January-19	1,611.68	\$45.68	\$49.61	\$3.93	\$6,337.49
RY9	February-19	1,217.07	\$45.68	\$49.61	\$3.93	\$4,785.80
RY9	March-19	1,358.92	\$45.68	\$49.61	\$3.93	\$5,343.56
RY9	April-19	2,645.41	\$45.68	\$49.61	\$3.93	\$10,402.37
RY9	May-19	1,734.81	\$45.68	\$49.61	\$3.93	\$6,821.66
RY9	June-19	1,890.60	\$45.68	\$49.61	\$3.93	\$7,434.28
RY10	July-19	1,761.26	\$47.37	\$51.55	\$4.18	\$7,357.82
RY10	August-19	1,622.89	\$47.37	\$51.55	\$4.18	\$6,779.76
RY10	September-19	1,680.92	\$47.37	\$51.55	\$4.18	\$7,022.18
RY10	October-19	1,633.62	\$47.37	\$51.55	\$4.18	\$6,824.59
Total Actual Tons Collected		20,648.28		Organics Weight Fee Adjustment		\$82,837.30

Livermore Sanitation, Inc. Rate Application
Organics Processing Fee Charge Reconciliation
Rate Year 11

Period	BillingDate	InvoiceID	CustID	BillName	Class	Bill Cycle	Transaction Date	DebitAcc	CreditAcc	SvcCode/Fr	BillingDescription	Quantity	Service Fee	Fee Charged	Actual T/F Fee	Actual Amt.	Variance	
201811	00002451	00010782	026308	MAROOD BEAR 2	FEL	COM	11/06/2018	1100	4050134	WORG	WEIGHT FEES-ORGANICS	2.84	NONE	\$ 88.10		49.61	116,087.4	\$ 27.99
201811	00002451	00010782	024127	COSTCO	FEL	COM	11/07/2018	1100	4050134	WORG	WEIGHT FEES-ORGANICS	3.49	NONE	\$ 131.40		49.61	173,138.9	\$ 41.74
201811	00002451	00010779	024127	COSTCO	FEL	COM	11/14/2018	1100	4050134	WORG	WEIGHT FEES-ORGANICS	3.29	NONE	\$ 123.87		49.61	163,216.9	\$ 39.35
201811	00002451	00010781	050791	JEFFREYS, JAY	COM	COM	11/20/2018	1100	4050134	WORG	WEIGHT FEES-ORGANICS	1.00	NONE	\$ 37.65		49.61	49.61	\$ 11.96
201811	00002451	00010779	024127	COSTCO	FEL	COM	11/21/2018	1100	4050134	WORG	WEIGHT FEES-ORGANICS	2.39	NONE	\$ 89.98		49.61	118,567.9	\$ 28.59
201811	00002451	00010779	024127	COSTCO	FEL	COM	11/28/2018	1100	4050134	WORG	WEIGHT FEES-ORGANICS	3.59	NONE	\$ 135.16		49.61	178,099.9	\$ 42.94
201811	00002451	00010781	050791	JEFFREYS, JAY	COM	COM	11/28/2018	1100	4050134	WORG	WEIGHT FEES-ORGANICS	4.68	NONE	\$ 176.30		49.61	232,174.8	\$ 55.97
201812	00002477	00010790	024127	COSTCO	FEL	COM	11/29/2018	1100	4050134	WORG	WEIGHT FEES-ORGANICS	2.41	NONE	\$ 90.74		49.61	119,560.1	\$ 28.82
201812	00002477	00010790	024127	COSTCO	FEL	COM	12/05/2018	1100	4050134	WORG	WEIGHT FEES-ORGANICS	4.52	NONE	\$ 170.18		49.61	224,372.7	\$ 54.06
201812	00002477	00010790	024127	COSTCO	FEL	COM	12/12/2018	1100	4050134	WORG	WEIGHT FEES-ORGANICS	2.46	NONE	\$ 92.62		49.61	122,040.6	\$ 29.42
201812	00002477	00010803	026308	MAROOD BEAR 2	FEL	COM	12/14/2018	1100	4050134	WORG	WEIGHT FEES-ORGANICS	1.92	NONE	\$ 72.29		49.61	95,251.2	\$ 22.96
201812	00002477	00010801	024461	ELKS LODGE 2117	FEL	COM	12/18/2018	1100	4050134	WORG	WEIGHT FEES-ORGANICS	2.85	NONE	\$ 107.30		49.61	141,388.5	\$ 34.09
201812	00002477	00010799	024127	COSTCO	FEL	COM	12/19/2018	1100	4050134	WORG	WEIGHT FEES-ORGANICS	2.94	NONE	\$ 110.69		49.61	145,853.4	\$ 35.16
201901	00002491	00010902	024127	COSTCO	FEL	COM	01/02/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	3.88	NONE	\$ 144.08		49.61	189,841.9	\$ 46.41
201901	00002491	00010901	024127	COSTCO	FEL	COM	01/09/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	2.94	NONE	\$ 110.69		49.61	145,853.4	\$ 35.16
201901	00002491	00010905	026308	MAROOD BEAR 2	FEL	COM	01/09/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	3.88	NONE	\$ 144.08		49.61	189,841.9	\$ 46.41
201901	00002491	00010912	051109	PLOTNIK, SUSAN	COM	COM	01/10/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	2.63	NONE	\$ 99.02		49.61	130,474.3	\$ 31.45
201901	00002491	00010902	024127	COSTCO	FEL	COM	01/16/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	2.26	NONE	\$ 85.09		49.61	112,186.6	\$ 27.03
201901	00002491	00010912	051125	ESCOTO, ADRIAN	COM	COM	01/16/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	2.04	NONE	\$ 76.81		49.61	101,204.4	\$ 24.39
201901	00002491	00010902	024127	COSTCO	FEL	COM	01/23/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	2.63	NONE	\$ 99.02		49.61	130,474.3	\$ 31.45
201901	00002491	00010902	024127	COSTCO	FEL	COM	01/30/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	1.95	NONE	\$ 73.42		49.61	95,795.9	\$ 23.32
201902	00002511	00011109	024127	COSTCO	FEL	COM	02/06/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	2.74	NONE	\$ 103.16		49.61	135,931.4	\$ 32.77
201902	00002511	00011109	024127	COSTCO	FEL	COM	02/13/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	2.90	NONE	\$ 109.19		49.61	143,869.9	\$ 34.68
201902	00002511	00011109	024127	COSTCO	FEL	COM	02/20/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	3.45	NONE	\$ 129.89		49.61	171,154.5	\$ 41.26
201902	00002511	00011125	026308	MAROOD BEAR 2	FEL	COM	02/21/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	4.16	NONE	\$ 156.62		49.61	206,377.6	\$ 49.76
201902	00002511	00011109	024127	COSTCO	FEL	COM	02/27/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	2.74	NONE	\$ 103.16		49.61	135,931.4	\$ 32.77
201903	00002521	00011128	024127	COSTCO	FEL	COM	03/06/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	2.83	NONE	\$ 106.55		49.61	140,306.3	\$ 33.85
201903	00002521	00011128	024127	COSTCO	FEL	COM	03/13/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	3.99	NONE	\$ 150.22		49.61	197,949.9	\$ 47.72
201903	00002521	00011139	051494	BING, DAVID	COM	COM	03/14/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	2.34	NONE	\$ 88.10		49.61	116,087.4	\$ 27.99
201903	00002521	00011138	050402	RIVERROAD WASTE SOLUTIONS, COM	COM	COM	03/15/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	0.36	NONE	\$ 13.55		49.61	17,859.6	\$ 4.31
201903	00002521	00011129	024127	COSTCO	FEL	COM	03/20/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	1.99	NONE	\$ 74.92		49.61	98,739.9	\$ 23.80
201903	00002521	00011139	051494	BING, DAVID	COM	COM	03/20/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	2.94	NONE	\$ 110.69		49.61	145,853.4	\$ 35.16
201903	00002521	00011129	024127	COSTCO	FEL	COM	03/27/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	2.35	NONE	\$ 88.48		49.61	116,535.3	\$ 28.10
201903	00002521	00011128	024127	COSTCO	FEL	COM	04/03/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	3.82	NONE	\$ 143.82		49.61	189,510.2	\$ 45.69
201904	00002541	00011243	051662	GABELER, THOMAS	COM	COM	04/04/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	1.02	NONE	\$ 38.40		49.61	50,602.2	\$ 12.20
201904	00002541	00011231	024127	COSTCO	FEL	COM	04/10/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	3.87	NONE	\$ 145.71		49.61	191,990.7	\$ 46.28
201904	00002541	00011236	026308	MAROOD BEAR 2	FEL	COM	04/15/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	5.07	NONE	\$ 190.89		49.61	251,522.7	\$ 60.63
201904	00002541	00011231	024127	COSTCO	FEL	COM	04/17/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	4.11	NONE	\$ 154.74		49.61	208,897.1	\$ 49.16
201904	00002541	00011232	024127	COSTCO	FEL	COM	04/24/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	1.43	NONE	\$ 53.84		49.61	70,847.3	\$ 17.10
201904	00002541	00011244	051662	GABELER, THOMAS	COM	COM	04/24/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	2.56	NONE	\$ 96.38		49.61	127,001.6	\$ 30.62
201905	00002571	00011444	024127	COSTCO	FEL	COM	05/02/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	1.63	NONE	\$ 61.37		49.61	80,864.3	\$ 19.49
201905	00002571	00011451	051848	TYRELL, DENIS	COM	COM	05/03/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	1.01	NONE	\$ 38.09		49.61	50,106.1	\$ 12.08
201905	00002571	00011441	024127	COSTCO	FEL	COM	05/08/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	3.74	NONE	\$ 140.81		49.61	158,541.4	\$ 38.73
201905	00002571	00011451	051926	ZONE 7 WATER AGENCY	COM	COM	05/11/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	2.15	NONE	\$ 80.95		49.61	106,643.5	\$ 25.71
201905	00002571	00011441	024127	COSTCO	FEL	COM	05/15/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	3.57	NONE	\$ 134.41		49.61	177,107.7	\$ 42.70
201905	00002571	00011450	050402	RIVERROAD WASTE SOLUTIONS, COM	COM	COM	05/16/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	1.28	NONE	\$ 48.19		49.61	63,908.8	\$ 15.31
201905	00002571	00011441	024127	COSTCO	FEL	COM	05/22/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	-0.36	NONE	\$ -13.55		49.61	-17,859.6	\$ (4.31)
201905	00002571	00011441	024127	COSTCO	FEL	COM	05/29/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	6.19	NONE	\$ 233.05		49.61	307,085.9	\$ 74.04
201905	00002571	00011441	024127	COSTCO	FEL	COM	05/29/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	5.40	NONE	\$ 203.31		49.61	267,894.3	\$ 64.58
201906	00002591	00011466	026308	MAROOD BEAR 2	FEL	COM	06/03/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	5.31	NONE	\$ 199.92		49.61	263,429.1	\$ 63.51
201906	00002591	00011462	024127	COSTCO	FEL	COM	06/05/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	5.53	NONE	\$ 208.20		49.61	274,343.3	\$ 66.14
201906	00002591	00011470	044032	VERICOOL INC.	FEL	COM	06/10/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	0.82	NONE	\$ 30.87		49.61	40,680.2	\$ 9.81
201906	00002591	00011470	044032	VERICOOL INC.	FEL	COM	06/12/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	0.62	NONE	\$ 23.34		49.61	30,758.2	\$ 7.42
201906	00002591	00011470	044032	VERICOOL INC.	FEL	COM	06/12/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	6.61	NONE	\$ 248.87		49.61	327,921.1	\$ 79.05
201906	00002591	00011462	024127	COSTCO	FEL	COM	06/19/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	7.08	NONE	\$ 263.77		49.61	389,598.5	\$ 93.33
201906	00002591	00011466	026308	MAROOD BEAR 2	FEL	COM	06/21/2019	1100	4050134	WORG	WEIGHT FEES-ORGANICS	4.47	NONE	\$ 168.30		49.61	221,756.7	\$ 53.46
201906	00002591	0001146																

Livermore Sanitation, Inc. Rate Application
Organics Processing Fee Charge Reconciliation
Rate Year 11

Period	BillingRate	InvokedID	CostID	BillName	Class	Bill Cycle	Transaction Date	DebitAcct	CreditAcct	SvcCode/T	BillingDescription	Quantity	Service Fte	Fee Charged	Actual Tly Fee	Actual Amt.	Variance
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Livermore Sanitation, Inc.
 Rate Application
 Landfill Processing Calculation
 Rate Year 11
 July 1, 2020 to June 30, 2021

Month	Solid Waste	C&D	C&D	C&D Non	DIRT	WD	BRICK + CON	Xmas Trees	Total	Battery and Filter Disposal
November-18	3,873.98	283.56	-	-	3.31	54.84	28.83	-	4,244.52	1.00
December-18	3,900.59	251.12	-	-	9.22	73.04	21.97	-	4,255.94	1.50
January-19	4,065.25	332.36	-	-	14.93	48.79	19.72	43.24	4,524.29	1.00
February-19	3,553.60	297.72	-	-	-	103.61	6.98	-	3,961.91	1.03
March-19	3,723.12	368.35	-	-	14.66	72.97	12.57	-	4,191.67	1.00
April-19	3,811.88	371.93	-	-	28.22	57.74	13.30	-	4,283.07	1.25
May-19	3,814.04	181.21	-	-	47.75	79.91	174.33	-	4,297.24	1.40
June-19	3,459.80	421.47	-	-	7.14	61.94	69.99	-	4,020.34	-
July-19	3,901.47	339.67	-	-	11.28	63.72	47.21	-	4,363.35	1.00
August-19	3,679.93	397.49	-	-	35.76	79.81	84.36	-	4,277.35	-
September-19	3,539.05	349.88	-	-	12.07	59.43	59.03	-	4,019.46	1.00
October-19	3,781.15	397.12	-	-	27.72	69.69	33.77	-	4,309.45	9.18
Total Actual Tons	45,103.84	3,991.88	-	-	212.06	825.49	572.06	43.24	50,748.57	\$ 29,591.93 3.49%
Per Ton Fee RY10	\$ 38.58	\$ 96.00	\$ 96.00	\$ 40.50	\$ 90.50	\$ 26.50	\$ 31.00	\$ 30,624.69	\$ 30,624.69	
Total Landfill Costs	\$ 1,740,106.21	\$ 383,220.48	\$ -	\$ 8,588.43	\$ 74,706.85	\$ 15,159.59	\$ 1,340.44	\$ 2,223,122.00	\$ 30,624.69	
Per Ton Rate based upon Published Vasco Rates January 1, 2020										

Livermore Sanitation, Inc.
Rate Application
Landfill Processing Calculation
Rate Year 11
Nov 1, 2018 to October 30, 2019

Tonnages	Month	Solid Waste	C&D	Dirt	Wood Chips	Concrete	Xmas Trees	Total
	November-18	3,873.98	283.56	3.31	54.84	28.83	-	4,244.52
	December-18	3,900.59	251.12	9.22	73.04	21.97	-	4,255.94
	January-19	4,065.25	332.36	14.93	48.79	19.72	43.24	4,524.29
	February-19	3,553.60	297.72	-	103.61	6.98	-	3,961.91
	March-19	3,723.12	368.35	14.66	72.97	12.57	-	4,191.67
	April-19	3,811.88	371.93	28.22	57.74	13.30	-	4,283.07
	May-19	3,814.04	181.21	47.75	79.91	174.33	-	4,297.24
	June-19	3,459.80	421.47	7.14	61.94	69.99	-	4,020.34
	July-19	3,901.47	339.67	11.28	63.72	47.21	-	4,363.35
	August-19	3,679.93	397.49	35.76	79.81	84.36	-	4,277.35
	September-19	3,539.05	349.88	12.07	59.43	59.03	-	4,019.46
	October-19	3,781.15	397.12	27.72	69.69	33.77	-	4,309.45
Total Actual Tons		45,103.84	3,991.88	212.06	825.49	572.06	43.24	50,748.57

RY8 Tip Fee Applied Nov 2017 to June 2018	\$ 37.21	\$ 87.00	\$ 36.00	\$ 78.00	\$ 17.50	\$ 29.00
RY9 Tip Fee Applied July 2018 to Oct 2018	\$ 37.65	\$ 96.00	\$ 38.00	\$ 82.00	\$ 20.00	\$ 30.00

<i>Actual Tip Fee</i>							
November-18	\$ 37.65	\$ 90.00	\$ 27.50	\$ 82.00	\$ 20.00	\$ 30.00	
December-18	\$ 37.65	\$ 90.00	\$ 27.50	\$ 82.00	\$ 20.00	\$ 30.00	
January-19	\$ 38.10	\$ 93.00	\$ 27.50	\$ 86.00	\$ 20.00	\$ 31.00	
February-19	\$ 38.10	\$ 93.00	\$ 27.50	\$ 86.00	\$ 20.00	\$ 31.00	
March-19	\$ 38.10	\$ 93.00	\$ 27.50	\$ 86.00	\$ 20.00	\$ 31.00	
April-19	\$ 38.10	\$ 93.00	\$ 27.50	\$ 86.00	\$ 20.00	\$ 31.00	
May-19	\$ 38.10	\$ 93.00	\$ 27.50	\$ 86.00	\$ 20.00	\$ 31.00	
June-19	\$ 38.10	\$ 93.00	\$ 27.50	\$ 86.00	\$ 20.00	\$ 31.00	
July-19	\$ 38.10	\$ 93.00	\$ 27.50	\$ 86.00	\$ 25.00	\$ 31.00	
August-19	\$ 38.10	\$ 93.00	\$ 27.50	\$ 86.00	\$ 25.00	\$ 31.00	
September-19	\$ 38.10	\$ 93.00	\$ 27.50	\$ 86.00	\$ 25.00	\$ 31.00	
October-19	\$ 38.10	\$ 93.00	\$ 27.50	\$ 86.00	\$ 25.00	\$ 31.00	

<i>Per Ton Tip Fee Variance</i>							
November-18	\$ 0.44	\$ 3.00	\$(8.50)	\$ 4.00	\$ 2.50		
December-18	\$ 0.44	\$ 3.00	\$(8.50)	\$ 4.00	\$ 2.50	-	
January-19	\$ 0.89	\$ 6.00	\$(8.50)	\$ 8.00	\$ 2.50	2.00	
February-19	\$ 0.89	\$ 6.00	\$(8.50)	\$ 8.00	\$ 2.50		
March-19	\$ 0.89	\$ 6.00	\$(8.50)	\$ 8.00	\$ 2.50		
April-19	\$ 0.89	\$ 6.00	\$(8.50)	\$ 8.00	\$ 2.50		
May-19	\$ 0.89	\$ 6.00	\$(8.50)	\$ 8.00	\$ 2.50		
June-19	\$ 0.89	\$ 6.00	\$(8.50)	\$ 8.00	\$ 2.50		
July-19	\$ 0.45	\$(3.00)	\$(10.50)	\$ 4.00	\$ 5.00		
August-19	\$ 0.45	\$(3.00)	\$(10.50)	\$ 4.00	\$ 5.00		
September-19	\$ 0.45	\$(3.00)	\$(10.50)	\$ 4.00	\$ 5.00		
October-19	\$ 0.45	\$(3.00)	\$(10.50)	\$ 4.00	\$ 5.00		

<i>Total Tip Fee Variance</i>							
November-18	\$ 1,704.55	\$ 850.68	\$(28.14)	\$ 219.36	\$ 72.08	\$ 2,818.53	
December-18	\$ 1,716.26	\$ 753.36	\$(78.37)	\$ 292.16	\$ 54.93	\$ 2,738.33	
January-19	\$ 3,618.07	\$ 1,994.16	\$(126.91)	\$ 390.32	\$ 49.30	\$ 6,011.42	
February-19	\$ 3,162.70	\$ 1,786.32	-	\$ 828.88	\$ 17.45	\$ 5,795.35	
March-19	\$ 3,313.58	\$ 2,210.10	\$(124.61)	\$ 583.76	\$ 31.43	\$ 6,014.25	
April-19	\$ 3,392.57	\$ 2,231.58	\$(239.87)	\$ 461.92	\$ 33.25	\$ 5,879.45	
May-19	\$ 3,394.49	\$ 1,087.26	\$(405.88)	\$ 639.28	\$ 435.83	\$ 5,150.98	
June-19	\$ 3,079.22	\$ 2,528.82	\$(60.69)	\$ 495.52	\$ 174.98	\$ 6,217.84	
July-19	\$ 1,755.66	\$(1,019.01)	\$(118.44)	\$ 254.88	\$ 236.05	\$ 1,109.14	
August-19	\$ 1,655.97	\$(1,192.47)	\$(375.48)	\$ 319.24	\$ 421.80	\$ 829.06	
September-19	\$ 1,592.57	\$(1,049.64)	\$(126.74)	\$ 237.72	\$ 295.15	\$ 949.07	
October-19	\$ 1,701.52	\$(1,191.36)	\$(291.06)	\$ 278.76	\$ 168.85	\$ 666.71	
Total Tip Fee variance Applied	\$ 30,087.16	\$ 8,989.80	\$(1,976.17)	\$ 5,001.80	\$ 1,991.08	\$ 86.48	\$ 44,180.15



REPUBLIC SERVICES

Republic Services, Inc. ~ Vasco Road Landfill
 Gate Rates Effective: January 1, 2020

(925) 447-0491

Additional Fees May Apply

"One Unit Minimum" Applies to All Pricing

Alameda County Fee for Waste Originating Out of the County	Unit of Measure	Rate
All disposal waste originating outside of Alameda County will be assessed an additional fee of:	per ton	4.53
All MSW waste originating outside of Alameda County will be assessed an additional fee of:	per cubic yard	1.14
City of Livermore Waste Equalization Charge (Non-residential, Non-franchise Disposal)	per ton	4.53
City of Livermore Waste Equalization Charge (Non-residential, Non-franchise Disposal) MSW	per cubic yard	1.14
Residential Disposal Rates		
Residential MSW Disposal	per cubic yard	41.50
Disposal with Plant Debris (50% surcharge due to ACWMA ban on plant debris disposal) MSW	per cubic yard	61.00
Commercial Disposal Rates		
Municipal Solid Waste		
MSW (loads over 6 cubic yards) Under 10 Tons	per ton	106.50
MSW (loads up to 6 cubic yards)	per cubic yard	60.50
Disposal w/Plant Debris (50% surcharge due to ACWMA ban on plant debris disposal) MSW Under	per ton	158.50
Disposal w/Plant Debris (50% surcharge due to ACWMA ban on plant debris disposal) MSW	per cubic yard	90.50
Residential & Commercial Recycling Rates		
Construction and Demolition		
Construction and Demolition Under 10 Tons	per ton	106.50
Construction and Demolition (loads up to 6 cubic yards)	per cubic yard	60.50
Clean Drywall	per ton or cubic yard	52.00
Plaster and/or Stucco (loads over to 6 cubic yards)	per ton	52.00
Clean Brick, Concrete and/or Asphalt (no rebar, no dimension greater than 36-inches) up to 6 cyd	per cubic yard or ton	26.50
Greenwaste (material must be clean and free of debris)		
Greenwaste (loads over 6 cubic yards)	per ton	90.50
Greenwaste (loads up to 6 cubic yards)	per cubic yard	44.50
Resi-Greenwaste (up to 6 cubic yards-larger loads pay commercial rate)	per cubic yard	33.00
Clean Woodwaste (not painted or treated wood)		
Clean Woodwaste (loads over 6 cubic yards) Residential & Commercial	per ton	90.50
Clean Woodwaste (loads up to 6 cubic yards) Commercial	per cubic yard	71.50
Clean Woodwaste (loads up to 6 cubic yards) Residential	per cubic yard	41.50
Logs/Stumps	per ton	106.50
Dirt (Soil)		
Clean Soil / Dirt (loads up to 6 cubic yards)	per cubic yard	40.50
Household Items		
Mattress/Box-Spring or 2 Box-Springs/2 Mattress (set)	Per Set	89.50
ALL Metal Appliances: "white goods"	each	106.50
Other Residential Recycling (cardboard-glass-paper-plastic)	each	Free
TV/monitors - Small	each	47.50
TV/monitors - Large	each	63.00
Tires (On the rim rates are double); Max. 9 ~ No tires larger than 18-inch rim size accepted		
rim sizes up to 14-inches	each	21.00
rim sizes up to 16-inches	each	31.50
rim sizes over 16-inches	each	41.00
on the rim sizes up to 14-inches	each	39.00
on the rim sizes up to 16-inches	each	59.00
on the rim sizes over 16-inches	each	78.00
OTHER SPECIAL RATES AND FEES		
Certified Disposal Certificate (by appointment only)	additional charge per load	442.00
Hard to Handle Loads (pull offs, large/bulky items and/or special handling required)	additional charge per load	442.00
Tipper	additional charge per load	94.50
Weigh master Certificate - Commercial	each	94.50
Weigh master Certificate - Residential	each	47.50
Uncovered Load - Commercial	each	115.00
Uncovered Load - Residential	each	58.00
Environmental Recovery Fee	load	18.00
Fuel Recovery Fee	total cost	Variable
Special Waste (Contaminated Soil, Sludge's, Treated Wood, Large Jobs, etc.)	925.202.3344	Available upon request

Consumer Price Index - All Urban Consumers
Original Data Value

Series Id: CUURA422SA0
Series Id Used: CUURS49BSA0
 Not Seasonally Adjusted
 Area: San Francisco-Oakland-San Jose, CA
 Item: All items
 Base Period: 1982-84=100
 Years: 2001 to 2019

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2001	187.9	189.1	190.9	191.7	191.7	190.6	193.2	193.5	193.2	193.2	193.2	193.2	189.9	188.7	191.1
2002	191.3	193	193.2	194.3	194.3	193.2	193.5	193.5	193.2	193.2	193.2	193.2	193	192.3	193.7
2003	197.7	197.3	196.3	196.3	196.3	196.3	196.3	196.3	196.3	196.3	196.3	195.3	196.4	196.8	196.1
2004	198.1	198.3	199	198.7	198.7	199	198.7	198.7	199.5	200.3	200.3	199.5	198.8	198.2	199.5
2005	201.2	202.5	201.2	203	205.9	201.2	203	203	203.4	205.9	205.9	203.4	202.7	201.5	203.9
2006	207.1	208.9	209.1	210.7	211	209.1	210.7	210.7	210.4	211	211	210.4	209.2	207.9	210.6
2007	213.688	215.842	216.123	216.24	217.949	216.123	216.24	216.24	218.485	217.949	217.949	218.485	216.048	214.736	217.361
2008	219.612	222.074	225.181	225.411	225.824	225.181	225.411	225.824	218.528	225.824	225.824	218.528	222.767	221.73	223.804
2009	222.166	223.854	225.692	225.801	226.051	225.692	225.801	226.051	224.239	226.051	226.051	224.239	224.395	223.305	225.484
2010	226.145	227.697	228.11	227.954	228.107	228.11	227.954	228.107	227.658	228.107	227.658	227.658	227.469	226.994	227.944
2011	229.981	234.121	233.646	234.608	235.331	233.646	234.608	241.17	234.327	235.331	234.327	234.327	233.39	232.082	234.698
2012	236.88	238.985	239.806	241.17	242.834	239.806	241.17	242.834	239.533	242.834	239.533	239.533	239.65	238.099	241.201
2013	242.677	244.675	245.935	246.072	246.617	245.935	246.072	246.617	245.711	246.617	245.711	245.711	245.023	243.894	246.152
2014	248.615	251.495	253.317	253.354	254.503	253.317	253.354	254.503	252.273	254.503	254.503	252.273	251.985	250.507	253.463
2015	254.910	257.622	259.117	259.917	261.019	259.117	259.917	261.019	260.289	261.019	261.019	260.289	258.572	256.723	260.421
2016	262.600	264.565	266.041	267.853	270.306	266.041	267.853	270.306	269.483	270.306	270.306	269.483	266.344	263.911	268.777
2017	271.626	274.589	275.304	275.893	287.664	275.304	275.893	287.664	277.414	287.664	287.664	277.414	274.924	273.306	276.542
2018	281.308	283.422	286.062	287.664	289.673	286.062	287.664	289.673	289.896	289.673	289.673	289.896	285.550	282.666	288.435
2019	291.227	294.801	295.259	295.490	298.443	295.259	295.490	298.443	298.443	298.443	298.443	298.443	285.550	282.666	288.435

Calculation

Period	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Annualized
11/1/2017 To October 2018	0.000	277.414	0.000	281.308	0.000	283.422	0.000	286.062	0.000	287.664	0.000	289.673	284.2570
11/1/2018 To October 2019	0.000	289.896	0.000	291.227	0.000	294.801	0.000	295.259	0.000	295.490	0.000	298.443	294.1860

Annualized Index Change 9.929
 Annualized Percentage 3.490%

Consumer Price Index - Urban Wage Earners and Clerical Workers
Original Data Value

Correct CPI-W per agreement

Series Id: CWURA422SA0
Series Id Used: CWURS49BSA0

Not Seasonally Adjusted

Area: San Francisco-Oakland-San Jose, CA

Item: All items

Base Period: 1982-84=100

Years: 2001 to 2019

CWURS49BSA0

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2001	183.5	184.9	186.9	186.7	187.5	188.5	185.7	184.5	186.9	186.5	185.7	184.5	186.9	186.9	186.9
2002	186.8	188.8	189.1	189.3	189.0	188.8	188.0	189.6	189.6	189.6	188.8	188.0	189.6	188.8	189.6
2003	193.7	193.6	192.2	192.3	191.9	192.3	191.1	191.9	191.9	191.1	192.4	192.9	191.9	192.4	191.9
2004	194.1	194.7	195.4	195.0	196.4	195.4	195.0	196.4	196.4	195.9	195.0	194.4	195.7	195.0	195.7
2005	197.3	199.3	197.5	199.5	202.6	199.3	199.3	199.5	202.6	199.3	199.1	197.9	200.3	199.1	200.3
2006	202.5	204.9	205.2	206.7	206.2	205.2	206.7	206.7	206.2	205.6	204.9	203.7	206.1	204.9	206.1
2007	208.803	211.189	211.422	211.620	213.133	211.422	211.620	211.620	213.133	214.204	211.370	209.986	212.754	211.370	212.754
2008	214.913	217.913	221.454	221.385	221.192	221.454	221.385	221.192	221.192	213.685	218.441	217.487	219.396	213.685	217.487
2009	216.797	218.587	220.996	221.279	221.708	220.996	221.279	221.708	221.708	220.121	219.645	218.182	221.109	219.645	218.182
2010	222.049	223.821	224.185	224.195	224.352	224.185	224.195	224.352	224.352	224.152	223.624	223.012	224.236	223.624	223.012
2011	226.638	231.600	230.605	231.445	232.371	230.605	231.445	232.371	232.371	231.109	230.337	229.074	231.600	230.337	229.074
2012	234.648	236.626	236.890	238.445	240.864	236.890	238.445	240.864	240.864	236.454	237.097	235.572	238.622	237.097	235.572
2013	240.262	241.764	243.052	242.903	243.711	243.052	242.903	243.711	243.711	242.602	242.125	241.141	243.109	242.125	241.141
2014	245.148	247.932	250.085	249.877	250.508	250.085	249.877	250.508	250.508	247.680	248.326	247.097	249.555	248.326	247.097
2015	249.809	252.875	254.736	256.060	256.107	254.736	256.060	256.107	256.107	255.492	253.910	252.041	255.780	253.910	252.041
2016	257.141	259.386	261.017	262.326	264.026	261.017	262.326	264.026	264.026	263.222	260.830	258.715	262.946	260.830	258.715
2017	265.569	268.896	269.508	269.827	271.272	269.508	269.827	271.272	271.272	271.342	268.990	267.426	270.555	268.990	267.426
2018	275.699	278.039	280.219	281.536	283.183	280.219	281.536	283.183	283.183	283.278	279.572	277.035	282.110	279.572	277.035
2019	284.758	288.266	288.581	288.514	291.707	288.581	288.514	291.707	291.707	291.707	286.615	286.615	286.615	286.615	286.615

Calculation

Period	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Annualized
11/1/2017 To October 2018	0.000	271.342	0.000	275.699	0.000	278.039	0.000	280.219	0.000	281.536	0.000	283.183	278.3360
11/1/2018 To October 2019	0.000	283.278	0.000	284.758	0.000	288.266	0.000	288.581	0.000	288.514	0.000	291.707	287.5170
													Annualized Index Change
													9.181
													Annualized Percentage
													3.300%

Consumer Price Index - All Urban Consumers
 Series Id: CUUR0000SETD,CUUS0000SETD%09%09%09%09

Not Seasonally Adjusted

Area: U.S. city average

Item: Motor vehicle maintenance and repair

Base Period: 1982-84=100

Download:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2001	180.6	181.5	181.7	181.9	182.5	182.7	183.4	184	185.1	186	186.4	186.4	183.5		
2002	187.1	188	188.5	189	189.9	190	189.8	191	191.4	191.8	192.8	193.3	190.2		
2003	193.7	194.5	194.3	194.6	194.9	195.1	196	195.7	196.2	196.9	197.2	198	195.6		
2004	198.2	198.2	198.5	198.6	199	199.7	200.3	200.8	200.7	201.7	202.9	203.3	200.2		
2005	204	203.9	204.7	205	205.6	206.1	206.7	207.3	208.7	209.8	210.5	210.7	206.9		
2006	211.2	212.9	213.4	213.9	214.9	215.5	216.7	216.2	217	218.5	218.5	218.8	215.6		
2007	219.262	220.53	221.16	221.508	221.999	222.553	223.487	224.019	224.302	224.939	225.672	226.12	222.963		
2008	227.732	228.731	229.765	230.528	231.73	233.162	234.788	236.125	237.121	238.227	239.048	239.356	233.859		
2009	241.076	241.689	242.118	242.649	242.488	242.683	243.031	243.494	244.493	245.393	245.511	245.417	243.337		
2010	245.567	245.969	246.624	247.355	247.311	247.635	247.536	248.39	249.231	249.824	249.872	250.134	247.954		
2011	250.726	250.851	250.82	251.458	252.376	252.529	252.769	253.337	255.244	255.774	255.663	255.644	253.099		
2012	256.405	256.968	256.616	256.544	257.372	257.629	257.423	257.641	258.024	258.578	258.943	258.845	257.582		
2013	259.752	260.234	260.156	260.341	261.065	261.360	262.229	262.497	262.960	263.085	262.934	263.081	261.641		
2014	263.718	264.523	264.146	264.508	265.013	265.656	266.282	266.129	267.256	268.094	268.389	268.588			
2015	268.869	269.136	268.907	269.948	270.764	270.981	271.175	270.838	271.119	271.804	272.09	272.967			
2016	273.097	273.072	273.980	274.864	275.331	275.563	276.058	275.923	275.331	275.645	277.348	278.002			
2017	279.523	279.782	279.600	280.170	280.388	279.294	279.605	280.488	282.203	283.257	282.502	283.107			
2018	283.305	284.032	283.656	284.367	284.851	285.753	286.067	286.931	288.457	289.057	290.114	289.705		284.327	288.389
2019	290.758	291.993	294.226	295.266	294.586	295.670	295.377	297.884	298.441	298.925				293.750	

Calculation

Period	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Annualized
11/1/2017 To October 2018	282.502	283.107	283.305	284.032	283.656	284.367	284.851	285.753	286.067	286.931	288.457	289.057	285.1740
11/1/2018 To October 2019	290.114	289.705	290.758	291.993	294.226	295.266	294.586	295.670	295.377	297.884	298.441	298.925	294.4120

Annualized Index Change 9.238
 Annualized Percentage 3.240%

Livermore Sanitation, Inc. Rate Application
Consumer Price Index - Compressed Natural Gas
Calculation
Rate Year 10
July 1, 2019 to June 30, 2020

CNG Index calculation		
October 1, 2018 Average	\$	0.657
October 1, 2019 Average	\$	0.739
Index Change		0.08
Percentage Change		12.60%

Pacific Gas and Electric Company

Schedule G-NGV1
Natural Gas Service for Compression^v
on Customers' Premises

(\$/therm^u)

Effective Date	Advice Number	Customer Charge	Procurement Charge	Transportation Charge	Total G-NGV1 Charge ^v	Cap-and-Trade Cost Exemption Credit ^g	PPP Surcharge ^v	Sum not including customer	Sum including customer
01/01/15	3546-G	\$0.44121	\$0.45863	\$0.14281	\$0.60144		\$0.02602	\$0.63	\$1.07
02/01/15	3557-G	\$0.44121	\$0.43426	\$0.14281	\$0.57707		\$0.02602	\$0.60	\$1.04
03/01/15	3565-G	\$0.44121	\$0.35116	\$0.14281	\$0.49397		\$0.02602	\$0.52	\$0.96
04/01/15	3578-G	\$0.44121	\$0.30624	\$0.14344	\$0.44968		\$0.02602	\$0.48	\$0.92
05/01/15	3587-G	\$0.44121	\$0.25805	\$0.14344	\$0.40149		\$0.02602	\$0.43	\$0.87
06/01/15	3599-G	\$0.44121	\$0.35623	\$0.14344	\$0.49967		\$0.02602	\$0.53	\$0.97
07/01/15	3604-G	\$0.44121	\$0.27955	\$0.14344	\$0.42299		\$0.02602	\$0.45	\$0.89
08/01/15	3611-G	\$0.44121	\$0.35901	\$0.14344	\$0.50245		\$0.02602	\$0.53	\$0.97
09/01/15	3628-G	\$0.44121	\$0.28242	\$0.14344	\$0.42586		\$0.02602	\$0.45	\$0.89
10/01/15	3635-G	\$0.44121	\$0.28273	\$0.14344	\$0.42617		\$0.02602	\$0.45	\$0.89
11/01/15	3644-G	\$0.44121	\$0.34204	\$0.14344	\$0.48548		\$0.02602	\$0.51	\$0.95
12/01/15	3650-G	\$0.44121	\$0.35210	\$0.14344	\$0.49554		\$0.02602	\$0.52	\$0.96
01/01/16	3666-G	\$0.44121	\$0.34969	\$0.16210	\$0.51179		\$0.02433	\$0.54	\$0.98
02/01/16	3679-G	\$0.44121	\$0.38200	\$0.16210	\$0.54410		\$0.02433	\$0.57	\$1.01
03/01/16	3691-G	\$0.44121	\$0.11170	\$0.16210	\$0.27380		\$0.02433	\$0.30	\$0.74
04/01/16	3700-G	\$0.44121	\$0.19301	\$0.16210	\$0.35511		\$0.02433	\$0.38	\$0.82
05/01/16	3709-G	\$0.44121	\$0.22302	\$0.16210	\$0.38512		\$0.02433	\$0.41	\$0.85
06/01/16	3715-G	\$0.44121	\$0.16627	\$0.16210	\$0.32837		\$0.02433	\$0.35	\$0.79
07/01/16	3720-G	\$0.44121	\$0.23205	\$0.16210	\$0.39415		\$0.02433	\$0.42	\$0.86
08/01/16	3741-G	\$0.44121	\$0.26188	\$0.34583	\$0.60771		\$0.02433	\$0.63	\$1.07
09/01/16	3751-G	\$0.44121	\$0.24761	\$0.34583	\$0.59344		\$0.02433	\$0.62	\$1.06
10/01/16	3760-G	\$0.44121	\$0.33818	\$0.34583	\$0.68401		\$0.02433	\$0.71	\$1.15
11/01/16	3775-G	\$0.44121	\$0.41172	\$0.34583	\$0.75755		\$0.02433	\$0.78	\$1.22
12/01/16	3785-G	\$0.44121	\$0.34734	\$0.34583	\$0.69317		\$0.02433	\$0.72	\$1.16
01/01/17	3793-G	\$0.44121	\$0.40512	\$0.32183	\$0.72695		\$0.03098	\$0.76	\$1.20
02/01/17	3800-G	\$0.44121	\$0.39456	\$0.32183	\$0.71639		\$0.03098	\$0.75	\$1.19
03/01/17	3812-G	\$0.44121	\$0.35539	\$0.32183	\$0.67722		\$0.03098	\$0.71	\$1.15
04/01/17	3827-G	\$0.44121	\$0.37572	\$0.32183	\$0.69755		\$0.03098	\$0.73	\$1.17
05/01/17	3836-G	\$0.44121	\$0.35197	\$0.32183	\$0.67380		\$0.03098	\$0.70	\$1.15
06/01/17	3844-G	\$0.44121	\$0.34472	\$0.32183	\$0.66655		\$0.03098	\$0.70	\$1.14
07/01/17	3859-G	\$0.44121	\$0.27329	\$0.32228	\$0.59557		\$0.03098	\$0.63	\$1.07
08/01/17	3870-G	\$0.44121	\$0.28221	\$0.32228	\$0.60449		\$0.03098	\$0.64	\$1.08
09/01/17	3879-G	\$0.44121	\$0.22640	\$0.32228	\$0.54868		\$0.03098	\$0.58	\$1.02
10/01/17	3886-G	\$0.44121	\$0.26894	\$0.32228	\$0.59122		\$0.03098	\$0.62	\$1.06
11/01/17	3899-G	\$0.44121	\$0.29332	\$0.32228	\$0.61580		\$0.03098	\$0.65	\$1.09
12/01/17	3913-G	\$0.44121	\$0.32757	\$0.32228	\$0.64985		\$0.03098	\$0.68	\$1.12
01/01/18	3918-G	\$0.44121	\$0.32401	\$0.35703	\$0.68104		\$0.02770	\$0.71	\$1.15
02/01/18	3931-G	\$0.44121	\$0.35700	\$0.35703	\$0.71403		\$0.02770	\$0.74	\$1.18
03/01/18	3941-G	\$0.44121	\$0.27338	\$0.35703	\$0.63041		\$0.02770	\$0.66	\$1.10
04/01/18	3959-G	\$0.44121	\$0.30049	\$0.35703	\$0.65752		\$0.02770	\$0.69	\$1.13
05/01/18	3969-G	\$0.44121	\$0.22241	\$0.35703	\$0.57944		\$0.02770	\$0.61	\$1.05
06/01/18	3980-G	\$0.44121	\$0.16817	\$0.35703	\$0.52520		\$0.02770	\$0.55	\$0.99
07/01/18	3984-G	\$0.44121	\$0.17768	\$0.38272	\$0.56040	\$0.02600	\$0.02770	\$0.61	\$1.03
08/01/18	3995-G	\$0.44121	\$0.24093	\$0.38272	\$0.62365	\$0.02600	\$0.02770	\$0.68	\$1.09
09/01/18	4008-G	\$0.44121	\$0.20870	\$0.38272	\$0.59142	\$0.02600	\$0.02770	\$0.65	\$1.06
10/01/18	4018-G	\$0.44121	\$0.22654	\$0.38272	\$0.60926	\$0.02600	\$0.02770	\$0.66	\$1.08
11/01/18	4034-G	\$0.44121	\$0.30508 ^u	\$0.38272	\$0.68780	\$0.02600	\$0.02770	\$0.74	\$1.16
12/01/18	4046-G	\$0.44121	\$0.38075 ^v	\$0.38272	\$0.76347	\$0.02600	\$0.02770	\$0.82	\$1.23
01/01/19	4052-G	\$0.44121	\$0.38544	\$0.39675	\$0.78219	\$0.04781	\$0.02811	\$0.86	\$1.25
02/01/19	4063-G	\$0.44121	\$0.41033	\$0.39675	\$0.80708	\$0.04781	\$0.02811	\$0.88	\$1.28
03/01/19	4070-G	\$0.44121	\$0.33998	\$0.39675	\$0.73673	\$0.04781	\$0.02811	\$0.81	\$1.21
04/01/19	4079-G	\$0.44121	\$0.26565	\$0.40300	\$0.66865	\$0.04781	\$0.02811	\$0.74	\$1.14
05/01/19	4092-G	\$0.44121	\$0.17121	\$0.40300	\$0.57421	\$0.04781	\$0.02811	\$0.65	\$1.04
06/01/19	4102-G	\$0.44121	\$0.15989	\$0.40300	\$0.56289	\$0.04781	\$0.02811	\$0.64	\$1.03
07/01/19	4113-G	\$0.44121	\$0.23873	\$0.40300	\$0.64173	\$0.04781	\$0.02811	\$0.72	\$1.11
08/01/19	4122-G	\$0.44121	\$0.25501	\$0.35867	\$0.61368	\$0.04781	\$0.02811	\$0.69	\$1.08
09/01/19	4135-G	\$0.44121	\$0.21066	\$0.35867	\$0.56933	\$0.04781	\$0.02811	\$0.65	\$1.04
10/01/19	4148-G	\$0.44121	\$0.21928	\$0.37707	\$0.59635	\$0.04781	\$0.02811	\$0.67	\$1.07
11/01/19	4172-G	\$0.44121	\$0.27540 ^u	\$0.37707	\$0.65247	\$0.04781	\$0.02811	\$0.73	\$1.12

^v Rate Schedule G-NGV1 was converted to Standard Status, rather than Experimental, effective August 30, 2008, due to Advice Letter 2945-G.

^u Unless otherwise noted

^v This procurement rate includes a credit of \$0.00367 per therm to reflect account balance amortizations in accordance with Advice Letter 3157-G.

^g Schedule G-PPPS (Public Purpose Program surcharge) needs to be added to the Total G-NGV1 Charge for bill calculation. See Schedule G-PPPS for details and exempt customers.

Livermore Sanitation, Inc. Rate Application
Consumer Price Index - Bargaining Agreement
Calculation
Rate Year 11
July 1, 2020 to June 30, 2021

Bargaining Agreement Calculations

Type Year	Rate	Dollar Change	Percentage Change
Wage			
2019	\$ 39.18		
2020	\$ 40.55	\$ 1.37	3.49%
H & W			
2019	\$ 2,200.28		
2020	\$ 2,277.07	\$ 76.79	3.49%
Pension			
2018	\$ 12.50		
2019	\$ 12.93	\$ 0.44	3.49%

Livermore Sanitation, Inc
Allocation of O/H and Depreciation Credits for Use in County, School District Non franchised Govt
Credits Summary
Rate Year 9

Summary of Credit Adjustment to Allocated & Deprc Costs	County	School	Govt	C&D	Total RY9
From General and Administrative (6D)	\$ 39,466.90	\$ 3,003.74	\$ 456.26	\$ -	\$ 42,926.91
From Vehicle Maintenance (6D)	\$ 11,100.37	\$ 844.83	\$ 128.33	\$ -	\$ 12,073.52
From Container Maintenance (6D)	\$ 3,429.14	\$ 260.98	\$ 39.64	\$ -	\$ 3,729.76
Frontloader Depreciation Credit	\$ 13,516.00	\$ 6,290.86	\$ 1,494.86	\$ -	\$ 21,301.72
Residential Depreciation Credit	\$ 3,441.48	\$ -	\$ -	\$ -	\$ 3,441.48
Debris Box Depreciation Credit	\$ 3,595.32	\$ 1,886.43	\$ 3,595.32	\$ -	\$ 9,077.08
Total Credits	\$ 74,549.22	\$ 12,286.85	\$ 5,714.41	\$ -	\$ 92,550.48

Credits to be applied to annual rate Application as line item credits and index per Exhibit I in Index Year
 For Cost Based rate Adjustment years
 the attached allocations table (Customer Counts) shall be applied to determine allocation of line item costs for G&A,
 Vehicle Maintenance and Container Maintenance
 Frontloader Depreciation Credit for use of Frontloader Equipment shall be based upon
 Frontloader depreciation allocation which is determined by frontloader lifts

Residential Depreciation Credit for use of Residential Equipment shall be based upon
 Residential depreciation allocation which is determined by Residential Customer Count
 C&D Non Franchised Rolled into Franchised Agreement July 1 2018

Depreciation Calculation RY10

Total <u>Frontloader</u> Depreciation	-		\$ 397,881.25	a
Lifts Franchise	314,392	94.65%	\$ 376,579.53	
Lifts County	11,284	3.40%	\$ 13,516.00	b
Lifts School	5,252	1.58%	\$ 6,290.86	c
Lifts Government	1,248	0.38%	\$ 1,494.86	d
Total Lifts	332,176	100.00%	\$ 397,881.25	

Total <u>Residential</u> Depreciation			\$ 790,574.82	a
Franchise Customers	81,424	99.56%	\$ 787,133.34	
County residential Customers	356	0.44%	\$ 3,441.48	b
School	0	0.00%	\$ -	c
Government	0	0.00%	\$ -	d
Total Lifts	81,780	100.00%	\$ 790,574.82	

Total <u>Debris Box</u> Depreciation			\$ 157,972.20	a
Franchise Customers	6,709	94.25%	\$ 148,895.12	
County	162	2.28%	\$ 3,595.32	b
School	85	1.19%	\$ 1,886.43	c
Government	162	2.28%	\$ 3,595.32	d
Non Franchised C&D*	0	0.00%	\$ -	e
Total Loads	7,118	100.00%	\$ 157,972.20	

TOTAL VEHICLE DEPR	\$ 1,346,428.27
County	\$ (20,552.81)
Schools	\$ (8,177.29)
Government	\$ (5,090.18)
C&D non fran	\$ -

Overhead Calculation
RY10

Customer Counts	Customers	Allocation	Overhead Costs From Rate Application Summary				Totals
			G&A	Vehicle	Cont		
			\$ 3,441,149.00	\$ 967,849.39	\$ 298,988.96	\$ 4,707,987.34	
Franchise Agreement	Alloc Revised						
County	89,375	98.75%	\$ 3,398,222.09	\$ 955,775.86	\$ 295,259.19	\$ 4,649,257.14	
School	1,038	1.15%	\$ 39,466.90	\$ 11,100.37	\$ 3,429.14	\$ 53,996.41	
Government	79	0.09%	\$ 3,003.74	\$ 844.83	\$ 260.98	\$ 4,109.55	
C&D Non-Franchised	12	0.01%	\$ 456.26	\$ 128.33	\$ 39.64	\$ 624.24	
	0	0.00%	\$ -	\$ -	\$ -	\$ -	
Total	90,504	100.00%	\$ 3,441,149.00	\$ 967,849.39	\$ 298,988.96	\$ 4,707,987.34	

EXHIBIT H
CUSTOMER RATES APPROVED BY THE CITY

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD TWELVE
(Effective July 1, 2021 - June 30, 2022)

RATES FOR SINGLE FAMILY CART SERVICE CUSTOMERS

Basic Monthly Collection Service (including Recyclables and Compostables)

Container Size	Curbside Monthly Rate	Backyard or Sideyard Monthly Rate
20-gallon Solid Waste Cart*	\$29.94	\$37.09
32-gallon Solid Waste Cart*	\$39.63	\$56.39
64-gallon Solid Waste Cart*	\$59.36	\$93.50
96-gallon Solid Waste Cart*	\$93.26	\$147.03
Additional Carts (Rate per Additional Cart per Month)		
Extra 32-gallon Solid Waste Cart	\$35.19	\$52.49
Extra 64-gallon Solid Waste Cart	\$65.34	\$98.90
Extra 96-gallon Solid Waste Cart	\$96.24	\$146.37
Extra Compostable Materials Cart*	\$10.24	\$10.24
Extra Recyclable Materials Cart*	\$10.24	\$10.24

* Monthly rate also includes one 96-gallon Cart for Compostables and one 96-gallon Cart for Recyclables. Customers can request smaller cart sizes for Recyclables or Compostables; however, the monthly rate shall be the same as listed above.

Income-Based Program Monthly Collection Service (including Recyclables and Compostables)

Container Size	Curbside Monthly Rate
20-gallon Solid Waste Cart**	\$29.94
32-gallon Solid Waste Cart**	\$29.94
64-gallon Solid Waste Cart**	\$29.94

** Must qualify and Participate in the Pacific Gas and Electric Company's California Alternate Rates for Energy (CARE) Program

** If CARE Program discontinued Income-Based Program may be discontinued

** Only customers with individual Single Family accounts are eligible

**Verification required every year to participate

Rates for Bulky Items and E-Waste On-Call Pick-Up Service
(Applicable for Single Family, Multi-Family, Commercial, and Government Customers)

Material Type	Examples	Rate Per Pickup
E-Waste	Cell Phones, CPUs, Monitors, Copiers, Fax Machines, Laptops, Mouse, Keyboards, Printers, Televisions, Radios, Stereos, Speakers, Telephones, VCRs, DVDs, and Camcorders	\$26.57
Major Appliances	Air Conditioners, Refrigerators, Freezers any items containing oil, fuel or Freon	\$132.88
Bulky Items	All other large items Bathtubs, furniture, bicycles used exercise equipment beds, box springs, tires etc.	\$66.44

Rates for Miscellaneous Service for Single Family Cart and Multi Family Cart Customers

Service	Description of Service	Rate per Occurrence
Handy Hauler Service (4 Cubic Yard Bin; Temporary Use)	Per placement and removal of 4 cubic yard bin provided for occasional use	\$170.70
	Rate for rental of 4 cubic yard bin in excess of 7 days	\$33.48
	Per pull and return of 4 cubic yard bin (pull and return involves the collection of solid waste at the premises and leaving the empty handy hauler on the premises)	\$122.88
Cart Replacement	Charge if customer requires cart replacement in excess of one replacement per year at no cost for each instance of container replacement related to service level changes due to delinquent payment, damage or theft.	\$89.23
Trip Charge	If driver must return due to Resident error, such as failure to place Cart Curbside before Collection time, overfilled Cart, incorrect Cart placement, contaminated materials	\$15.46
Cart Delivery / Pick-Up	Cart delivery/pick-up (charge if Customer requests a change in Cart size more than once per year)	\$15.46
Organic Overage	Company supplied Kraft bag paid for in advance	\$10.64
Organic Overage	Customer supplied Kraft Bag	\$6.64

**EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD TWELVE
(Effective July 1, 2021 - June 30, 2022)**

RATES FOR MULTI FAMILY CART SERVICE CUSTOMERS

Solid Waste Collection Rates (Cost per month)*

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$39.63	\$82.44	\$126.04	\$171.21	\$218.00	\$266.34
64-gallon Cart	\$59.36	\$123.46	\$188.75	\$256.40	\$326.44	\$398.86
96-gallon Cart	\$93.26	\$193.99	\$296.56	\$402.88	\$512.94	\$626.71

* Multi-Family Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for More Frequent Service (Cost per Month)**

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$0.00	\$61.82	\$94.53	\$128.41	\$163.49	\$199.75
64-gallon Cart	\$0.00	\$92.59	\$141.56	\$192.31	\$244.83	\$299.14
96-gallon Cart	\$0.00	\$145.49	\$222.42	\$302.16	\$384.70	\$470.03

** Multi-Family Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Compostables Collection Rates for More Frequent Service (Cost per Month)***

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$0.00	\$61.82	\$94.53	\$128.41	\$163.49	\$199.75
64-gallon Cart	\$0.00	\$92.59	\$141.56	\$192.31	\$244.83	\$299.14
96-gallon Cart	\$0.00	\$145.49	\$222.42	\$302.16	\$384.70	\$470.03

*** Multi-Family Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for Additional Carts (Cost per Month)**

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$10.24	\$61.82	\$94.52	\$128.40	\$163.49	\$199.74
64-gallon Cart	\$10.24	\$92.58	\$141.55	\$192.29	\$244.82	\$299.13
96-gallon Cart	\$10.24	\$145.48	\$222.41	\$302.15	\$384.69	\$470.02

** Multi-Family Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Compostables Collection Rates for Additional Carts (Cost per Month)***

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$10.24	\$61.82	\$94.52	\$128.40	\$163.49	\$199.74
64-gallon Cart	\$10.24	\$92.58	\$141.55	\$192.29	\$244.82	\$299.13
96-gallon Cart	\$10.24	\$145.48	\$222.41	\$302.15	\$384.69	\$470.02

*** Multi-Family Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Additional On-Call Pick-Up Service for Solid Waste, Recyclables or Compostables Cart (Cost per Pick-Up)

	Container Size		
	32 to 35-gal	64-gal	96-gal
Pick-Up On Regularly Scheduled Day	\$11.83	\$24.97	\$40.50
Pick-Up Other than Regularly Scheduled Day	\$11.83	\$24.97	\$40.50

Rates for Bulky Items and E-Waste On-Call Pick-Up Service

Rates for bulky items and e-waste on-call pick-up service for Multi Family customers are provided on Page H-1 of this Exhibit.

Rates for Miscellaneous Service

Additional rates for miscellaneous service for Multi Family cart customers are provided on Page H-1 of this Exhibit.

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD TWELVE
 (Effective July 1, 2021 - June 30, 2022)

RATES FOR COMMERCIAL CART CUSTOMERS

Solid Waste Collection Rates (Cost per month)*

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$39.63	\$82.44	\$126.04	\$171.21	\$218.00	\$266.34
64-gallon Cart	\$59.36	\$123.46	\$188.75	\$256.40	\$326.44	\$398.86
96-gallon Cart	\$93.26	\$193.99	\$296.56	\$402.88	\$512.94	\$626.71

* Commercial Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for More Frequent Service (Cost per Month)**

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$0.00	\$61.82	\$94.53	\$128.41	\$163.49	\$199.75
64-gallon Cart	\$0.00	\$92.59	\$141.56	\$192.31	\$244.83	\$299.14
96-gallon Cart	\$0.00	\$145.49	\$222.42	\$302.16	\$384.70	\$470.03

** Commercial Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Compostables Collection Rates for More Frequent Service (Cost per Month)***

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$0.00	\$61.82	\$94.53	\$128.41	\$163.49	\$199.75
64-gallon Cart	\$0.00	\$92.59	\$141.56	\$192.31	\$244.83	\$299.14
96-gallon Cart	\$0.00	\$145.49	\$222.42	\$302.16	\$384.70	\$470.03

*** Commercial Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for Additional Carts (Cost per Month)**

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$29.72	\$61.82	\$94.53	\$128.41	\$163.49	\$199.75
64-gallon Cart	\$44.52	\$92.59	\$141.56	\$192.31	\$244.83	\$299.14
96-gallon Cart	\$69.95	\$145.49	\$222.42	\$302.16	\$384.70	\$470.03

** Commercial Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Compostables Collection Rates for Additional Carts (Cost per Month)***

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$29.72	\$61.82	\$94.53	\$128.41	\$163.49	\$199.75
64-gallon Cart	\$44.52	\$92.59	\$141.56	\$192.31	\$244.83	\$299.14
96-gallon Cart	\$69.95	\$145.49	\$222.42	\$302.16	\$384.70	\$470.03

*** Commercial Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Additional On-Call Pick-Up Service for Solid Waste, Recyclables or Compostables Cart (Cost per Pick-Up)

	Container Size		
	32 to 35-gal	61-gal	96-gal
Pick-Up On Regularly Scheduled Day	\$11.83	\$24.97	\$40.50
Pick-Up Other than Regularly Scheduled Day	\$11.83	\$24.97	\$40.50

Rates for Bulky Items and E-Waste On-Call Pick-Up Service

Rates for bulky items and e-waste on-call pick-up service for commercial customers are provided on Page H-1 of this Exhibit.

**EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD TWELVE
(Effective July 1, 2021 - June 30, 2022)**

RATES FOR COMMERCIAL AND RESIDENTIAL BIN CUSTOMERS

Solid Waste Rates (Cost per Month per Bin)****

Bin Size	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	\$119.07	\$242.90	\$371.48	\$504.84	\$642.96	\$802.46	\$238.14	\$485.79	\$742.96	\$1,009.67	\$1,285.92	\$1,604.92
2 cubic yard	\$238.12	\$485.78	\$758.69	\$1,031.05	\$1,313.12	\$1,638.41	\$476.25	\$971.56	\$1,517.38	\$2,062.10	\$2,626.24	\$3,276.83
3 cubic yard	\$357.20	\$744.10	\$1,138.04	\$1,578.83	\$2,010.77	\$2,457.60	\$714.40	\$1,488.21	\$2,276.09	\$3,157.66	\$4,021.54	\$4,915.21
4 cubic yard	\$476.26	\$992.14	\$1,549.04	\$2,105.10	\$2,681.03	\$3,343.77	\$952.53	\$1,984.28	\$3,098.07	\$4,210.20	\$5,362.05	\$6,687.52
5 cubic yard	\$607.93	\$1,266.04	\$1,936.30	\$2,685.14	\$3,419.75	\$4,263.39	\$1,215.85	\$2,532.07	\$3,872.61	\$5,370.28	\$6,839.52	\$8,526.78
6 cubic yard	\$729.51	\$1,519.25	\$2,323.55	\$3,222.17	\$4,103.70	\$5,116.07	\$1,459.04	\$3,038.50	\$4,647.11	\$6,444.34	\$8,207.40	\$10,232.13
7 cubic yard	\$851.10	\$1,777.46	\$2,766.21	\$3,759.20	\$4,883.52	\$6,085.17	\$1,702.20	\$3,544.92	\$5,532.41	\$7,518.40	\$9,767.05	\$12,170.34

**** Commercial Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Rates (Cost per Month per Bin)

Bin Size	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	\$89.30	\$182.17	\$278.61	\$378.63	\$482.22	\$601.85	\$178.61	\$364.34	\$557.22	\$757.26	\$964.44	\$1,203.69
2 cubic yard	\$178.60	\$364.34	\$569.02	\$773.28	\$984.84	\$1,228.81	\$357.19	\$728.67	\$1,138.03	\$1,546.58	\$1,969.68	\$2,457.62
3 cubic yard	\$267.90	\$558.08	\$853.52	\$1,184.12	\$1,508.08	\$1,843.19	\$535.80	\$1,116.16	\$1,707.07	\$2,368.24	\$3,016.16	\$3,686.41
4 cubic yard	\$357.20	\$744.10	\$1,161.78	\$1,578.81	\$2,010.77	\$2,507.82	\$714.40	\$1,488.21	\$2,323.56	\$3,157.65	\$4,021.54	\$5,015.64
5 cubic yard	\$455.95	\$949.53	\$1,452.23	\$2,013.85	\$2,564.81	\$3,197.54	\$911.89	\$1,899.05	\$2,904.45	\$4,027.71	\$5,129.64	\$6,395.09
6 cubic yard	\$547.14	\$1,139.44	\$1,742.66	\$2,416.63	\$3,077.77	\$3,837.04	\$1,094.28	\$2,278.88	\$3,485.33	\$4,833.25	\$6,155.55	\$7,674.10
7 cubic yard	\$638.33	\$1,329.34	\$2,074.64	\$2,819.40	\$3,662.63	\$4,563.88	\$1,276.65	\$2,658.69	\$4,149.31	\$5,638.80	\$7,325.29	\$9,127.76

Compostables (Cost per Month per Bin)

Bin Size	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	\$89.30	\$182.17	\$278.61	\$378.63	\$482.22	\$601.85	\$178.61	\$364.34	\$557.22	\$757.26	\$964.44	\$1,203.69
2 cubic yard	\$178.60	\$364.34	\$569.02	\$773.28	\$984.84	\$1,228.81	\$357.19	\$728.67	\$1,138.03	\$1,546.58	\$1,969.68	\$2,457.62
3 cubic yard	\$267.90	\$558.08	\$853.52	\$1,184.12	\$1,508.08	\$1,843.19	\$535.80	\$1,116.16	\$1,707.07	\$2,368.24	\$3,016.16	\$3,686.41
4 cubic yard	\$357.20	\$744.10	\$1,161.78	\$1,578.81	\$2,010.77	\$2,507.82	\$714.40	\$1,488.21	\$2,323.56	\$3,157.65	\$4,021.54	\$5,015.64
5 cubic yard	\$455.95	\$949.53	\$1,452.23	\$2,013.85	\$2,564.81	\$3,197.54	\$911.89	\$1,899.05	\$2,904.45	\$4,027.71	\$5,129.64	\$6,395.09
6 cubic yard	\$547.14	\$1,139.44	\$1,742.66	\$2,416.63	\$3,077.77	\$3,837.04	\$1,094.28	\$2,278.88	\$3,485.33	\$4,833.25	\$6,155.55	\$7,674.10

Additional On-Call Pick-Up for Solid Waste, Recyclables or Compostables Bin (Cost per Pick-Up)

	Loose Materials						Compacted Materials					
	Container Size						Container Size					
	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd
Pick-Up On Regularly Scheduled Day	\$30.43	\$60.85	\$91.29	\$121.68	\$182.52	\$212.94	\$60.86	\$121.69	\$182.59	\$243.35	\$365.04	\$425.88
Pick-Up Other than Regularly Scheduled Day	\$54.06	\$83.08	\$112.37	\$141.35	\$194.33	\$228.65	\$108.12	\$166.17	\$224.75	\$282.70	\$388.66	\$457.31

Rates for Bulky Items and E-Waste On-Call Pick-Up Service

Rates for bulky items and e-waste on-call pick-up service for Commercial bin customers are provided on Page H-1 of this Exhibit.

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD TWELVE
(Effective July 1, 2021 - June 30, 2022)

Contaminated Recyclables or Compostables Cart (Cost per Pick-Up)

	Container Size		
	32 to 35-gal	64-gal	96-gal
Pick-Up On Regularly Scheduled Day	\$23.67	\$49.94	\$81.00
Pick-Up Other than Regularly Scheduled Day	\$23.67	\$49.94	\$81.00

Contaminated Recyclables or Compostables Bin (Cost per Pick-Up)

	Loose Materials						Compacted Materials					
	Container Size						Container Size					
	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd
Pick-Up On Regularly Scheduled Day	\$60.86	\$121.69	\$182.59	\$243.35	\$365.05	\$425.88	\$121.72	\$243.39	\$365.17	\$486.71	\$730.09	\$851.76
Pick-Up Other than Regularly Scheduled Day	\$108.12	\$166.17	\$224.75	\$282.70	\$388.66	\$457.31	\$216.24	\$332.33	\$449.49	\$565.40	\$777.32	\$914.62

Rates for Miscellaneous Services for Commercial and Residential Bin and Commercial Cart Customers

Service	Description of Service	Rate per Occurrence
Handy Hauler Service (4 Cubic Yard Bin; Temporary Use)	Per placement and removal of 4 cubic yard bin provided for occasional use	\$170.70
	Rate for rental of 4 cubic yard bin in excess of 7 days	\$33.48
	Per pull and return of 4 cubic yard bin (pull and return involves the collection of solid waste at the premises and leaving the empty handy hauler on the premises)	\$122.88
Cart Replacement	Charge if customer requires cart replacement in excess of one replacement per year at no cost for each instance of container replacement related to service level changes due to delinquent payment, damage or theft.	\$89.23
Trip Charge (for Bin)	If driver must return due to Customer error, such as failure to make Bin accessible before Collection time, overfilled Bin, incorrect Bin placement, contaminated materials)	\$15.46
Trip Charge (for Carbs)	If driver must return due to customer error, such as failure to make Cart accessible before collection time, overfilled Cart, incorrect Cart placement, contaminated materials)	\$15.46
Overage Charge	Per cubic yard rate	\$23.21
Standby Charge	Charge for waiting for access to Cart/Bin or for Cart/Bin to be loaded	\$88.06
Lost Lock	Fee for replacing lost lock	\$30.86
Steam Cleaning Bin	Charge per visit	\$156.58
Steam Cleaning Cart	Charge per visit	\$89.23

**EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD TWELVE
(Effective July 1, 2021 - June 30, 2022)**

RATES FOR GOVERNMENT CART CUSTOMERS

(Qualifying Government Customers include Federal and State facilities located within the City of Livermore)

Solid Waste Collection Rates (Cost per month)*

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$19.82	\$41.22	\$63.02	\$85.61	\$109.00	\$133.17
64-gallon Cart	\$29.68	\$61.73	\$94.37	\$128.21	\$163.22	\$199.43
96-gallon Cart	\$46.63	\$96.99	\$148.28	\$201.44	\$256.46	\$313.36

* Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for More Frequent Service (Cost per Month)**

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$0.00	\$30.92	\$47.26	\$64.21	\$81.75	\$99.88
64-gallon Cart	\$0.00	\$46.30	\$70.78	\$96.15	\$122.43	\$149.58
96-gallon Cart	\$0.00	\$72.74	\$111.21	\$151.08	\$192.35	\$235.02

** Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Compostables Collection Rates for More Frequent Service (Cost per Month)***

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$0.00	\$30.92	\$47.26	\$64.21	\$81.75	\$99.88
64-gallon Cart	\$0.00	\$46.30	\$70.78	\$96.15	\$122.43	\$149.58
96-gallon Cart	\$0.00	\$72.74	\$111.21	\$151.08	\$192.35	\$235.02

*** Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for Additional Carts (Cost per Month)**

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$14.86	\$30.92	\$47.26	\$64.21	\$81.75	\$99.88
64-gallon Cart	\$22.26	\$46.30	\$70.78	\$96.15	\$122.43	\$149.58
96-gallon Cart	\$34.97	\$72.74	\$111.21	\$151.08	\$192.35	\$235.02

** Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Compostables Collection Rates for Additional Carts (Cost per Month)***

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$14.86	\$30.92	\$47.26	\$64.21	\$81.75	\$99.88
64-gallon Cart	\$22.26	\$46.30	\$70.78	\$96.15	\$122.43	\$149.58
96-gallon Cart	\$34.97	\$72.74	\$111.21	\$151.08	\$192.35	\$235.02

*** Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

**EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD TWELVE
(Effective July 1, 2021 - June 30, 2022)**

RATES GOVERNMENT BIN SERVICE CUSTOMERS (cont.)

Additional On-Call Pick-Up Service for Solid Waste, Recyclables or Compostables Cart (Cost per Pick-Up)

	Container Size		
	32 to 35-gal	64-gal	96-gal
Pick-Up On Regularly Scheduled Day	\$5.92	\$12.49	\$20.25
Pick-Up Other than Regularly Scheduled Day	\$5.92	\$12.49	\$20.25

Solid Waste Rates (Cost per Month per Bin)****

Bin Size	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	\$59.53	\$121.45	\$185.74	\$252.41	\$321.48	\$401.23	\$119.07	\$242.90	\$371.48	\$504.84	\$642.96	\$802.46
2 cubic yard	\$119.06	\$242.88	\$379.34	\$515.52	\$656.55	\$819.20	\$238.13	\$485.78	\$758.69	\$1,031.05	\$1,313.12	\$1,638.41
3 cubic yard	\$178.60	\$372.05	\$569.02	\$789.41	\$1,005.39	\$1,228.80	\$357.20	\$744.11	\$1,138.04	\$1,578.83	\$2,010.77	\$2,457.60
4 cubic yard	\$238.13	\$496.07	\$774.52	\$1,052.55	\$1,340.51	\$1,671.88	\$476.26	\$992.14	\$1,549.04	\$2,105.10	\$2,681.03	\$3,343.76
5 cubic yard	\$303.96	\$633.02	\$968.15	\$1,342.57	\$1,709.88	\$2,131.69	\$607.92	\$1,266.04	\$1,936.30	\$2,685.14	\$3,419.76	\$4,263.39
6 cubic yard	\$364.76	\$759.62	\$1,161.77	\$1,611.08	\$2,051.85	\$2,558.03	\$729.52	\$1,519.25	\$2,323.55	\$3,222.17	\$4,103.70	\$5,116.07
7 cubic yard	\$425.54	\$886.23	\$1,383.10	\$1,879.59	\$2,441.76	\$3,042.58	\$851.10	\$1,772.46	\$2,766.21	\$3,759.20	\$4,883.52	\$6,085.17

**** Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Rates (Cost per Month per Bin)

Bin Size	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	\$44.65	\$91.09	\$139.30	\$189.31	\$241.11	\$300.92	\$89.30	\$182.17	\$278.61	\$378.63	\$482.22	\$601.85
2 cubic yard	\$89.30	\$182.17	\$284.51	\$386.65	\$492.42	\$614.40	\$178.60	\$364.34	\$569.02	\$773.29	\$984.84	\$1,228.81
3 cubic yard	\$133.95	\$279.04	\$426.77	\$592.06	\$754.04	\$921.60	\$267.90	\$558.08	\$853.53	\$1,184.12	\$1,508.08	\$1,843.20
4 cubic yard	\$178.60	\$372.05	\$580.88	\$789.42	\$1,005.37	\$1,253.90	\$357.20	\$744.10	\$1,161.78	\$1,578.82	\$2,010.77	\$2,507.82
5 cubic yard	\$227.97	\$474.76	\$726.11	\$1,006.93	\$1,282.41	\$1,598.77	\$455.94	\$949.53	\$1,452.23	\$2,013.85	\$2,564.82	\$3,197.54
6 cubic yard	\$273.57	\$569.71	\$871.33	\$1,208.30	\$1,538.89	\$1,918.52	\$547.14	\$1,139.44	\$1,742.66	\$2,416.63	\$3,077.77	\$3,837.05
7 cubic yard	\$319.16	\$664.68	\$1,037.33	\$1,409.70	\$1,831.33	\$2,281.94	\$638.33	\$1,329.34	\$2,074.65	\$2,819.40	\$3,662.64	\$4,563.88

Compostables (Cost per Month per Bin)

Bin Size	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	\$44.65	\$91.09	\$139.30	\$189.31	\$241.11	\$300.92	\$89.30	\$182.17	\$278.61	\$378.63	\$482.22	\$601.85
2 cubic yard	\$89.30	\$182.17	\$284.51	\$386.65	\$492.42	\$614.40	\$178.60	\$364.34	\$569.02	\$773.29	\$984.84	\$1,228.81
3 cubic yard	\$133.95	\$279.04	\$426.77	\$592.06	\$754.04	\$921.60	\$267.90	\$558.08	\$853.53	\$1,184.12	\$1,508.08	\$1,843.20
4 cubic yard	\$178.60	\$372.05	\$580.88	\$789.42	\$1,005.37	\$1,253.90	\$357.20	\$744.10	\$1,161.78	\$1,578.82	\$2,010.77	\$2,507.82
5 cubic yard	\$227.97	\$474.76	\$726.11	\$1,006.93	\$1,282.41	\$1,598.77	\$455.94	\$949.53	\$1,452.23	\$2,013.85	\$2,564.82	\$3,197.54
6 cubic yard	\$273.57	\$569.71	\$871.33	\$1,208.30	\$1,538.89	\$1,918.52	\$547.14	\$1,139.44	\$1,742.66	\$2,416.63	\$3,077.77	\$3,837.05

**EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD TWELVE
(Effective July 1, 2021 - June 30, 2022)**

RATES GOVERNMENT BIN SERVICE CUSTOMERS (cont.)

Additional On-Call Pick-Up for Solid Waste, Recyclables or Compostables Bin (Cost per Pick-Up)

	Loose Materials						Compacted Materials					
	Container Size						Container Size					
	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd
Pick-Up On Regularly Scheduled Day	\$15.22	\$30.42	\$45.65	\$60.84	\$91.26	\$106.47	\$30.43	\$60.85	\$91.29	\$121.68	\$182.52	\$212.94
Pick-Up Other than Regularly Scheduled Day	\$27.03	\$41.54	\$56.19	\$70.67	\$97.16	\$114.33	\$54.06	\$83.08	\$112.37	\$141.35	\$194.33	\$228.66

Rates for Bulky Items and E-Waste On-Call Pick-Up Service

Rates for bulky items and e-waste on-call pick-up service for Government customers are provided on Page H-1 of this Exhibit.

Rates for Miscellaneous Services for Government Bin and Cart Customers

Service	Description of Service	Rate per Occurrence
Handy Hauler Service (4 Cubic Yard Bin; Temporary Use)	Per placement and removal of 4 cubic yard bin provided for occasional use	\$85.35
	Rate for rental of 4 cubic yard bin in excess of 7 days	\$16.74
	Per pull and return of 4 cubic yard bin (pull and return involves the collection of solid waste at the premises and leaving the empty handy hauler on the premises)	\$61.44
Cart Replacement	Charge if customer requires cart replacement in excess of one replacement per year at no cost for each instance of container replacement related to service level changes due to delinquent payment, damage or theft.	\$44.61
Trip Charge (for Bin)	If driver must return due to Customer error, such as failure to make Bin accessible before Collection time, overfilled Bin, incorrect Bin placement, contaminated materials)	\$7.73
Trip Charge (for Carts)	If driver must return due to customer error, such as failure to make Cart accessible before collection time, overfilled Cart, incorrect Cart placement, contaminated materials)	\$7.73
Overage Charge	Per cubic yard rate	\$11.60
Standby Charge	Charge for waiting for access to Cart/Bin or for Cart/Bin to be loaded	\$44.03
Lost Lock	Fee for replacing lost lock	\$15.43
Steam Cleaning Bin	Charge per visit	\$78.29
Steam Cleaning Cart	Charge per visit	\$44.61

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD TWELVE
(Effective July 1, 2021 - June 30, 2022)

RATES FOR DROP BOX AND COMPACTOR CUSTOMERS

Per-Pull Rates*

Customer shall be charged a per-pull rate each time its drop box or compactor box is serviced. In addition, customer will be charged for each ton of material collected at rates listed below.

*Customers will be charged full Per-Pull Rate if the truck is unable to access container.

Container Size	Loose Solid Waste Materials	Compacted Solid Waste Materials	Loose Recycling, Organics and C&D Materials	Compacted Recycling and Organics Materials	Other Charges (See list below)
	Per-Pull Rate	Per-Pull Rate	Per-Pull Rate	Per-Pull Rate	
6 cubic yards	\$222.97	Not Available	\$222.97	Not Available	Disposal or processing costs for actual tonnage collected
12 cubic yards	Not Available	\$891.88	Not Available	\$535.13	Disposal or processing costs for actual tonnage collected
15 cubic yards	\$371.56	\$1,114.86	\$222.97	\$668.91	Disposal or processing costs for actual tonnage collected
16 cubic yards	Not Available	\$1,189.18	Not Available	\$713.51	Disposal or processing costs for actual tonnage collected
20 cubic yards	\$495.49	\$1,486.48	\$297.30	\$891.89	Disposal or processing costs for actual tonnage collected
24 cubic yards	Not Available	\$1,783.77	Not Available	\$1,070.26	Disposal or processing costs for actual tonnage collected
25 cubic yards	Not Available	\$1,858.09	Not Available	\$1,114.86	Disposal or processing costs for actual tonnage collected
30 cubic yards	\$743.23	\$2,229.71	\$445.94	\$1,337.83	Disposal or processing costs for actual tonnage collected
40 cubic yards	\$990.99	\$2,972.95	\$594.59	\$1,783.77	Disposal or processing costs for actual tonnage collected

Disposal and Processing Rates

In addition to the per-pull rate (listed above) 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 below. Per-ton charges will be made after materials are collected.

Material Type	Cost per Ton
Solid Waste	\$39.74
Recyclables	\$0.00
Compostables	\$53.05
Brick	\$27.30
Dirt*	\$41.72
Wood*	\$93.22
Metal	\$95.71
Christmas Trees	\$32.96
Concrete*	\$27.30
Construction and demolition debris (mixed)	\$98.88

* Per-ton rates for dirt, wood, concrete, and mixed construction and demolition debris are subject to change.

Per-ton rates for these materials shall be equal to the gate rate posted at Vasco Road landfill for each material type. Loads characterized as contaminated (garbage in organics, or garbage in recyclables for example) by the processing facility shall be charged at loose garbage rates.

Rates for Miscellaneous Service for Drop Boxes and Compactor Boxes

Service	Description of Service	Rate per Occurrence
Cancellation Service	All box sizes	\$121.91
Certificate of Destruction	All box sizes	\$446.42
Demurrage Charge	Rate for rental of Drop Box or Compactor in excess of 7 days - per day	\$4.87
Environmental Fee	Rate charged at landfill - per load for Dirt Boxes.	\$18.18
Fuel Fee	Rate charged at landfill for Dirt Boxes.	Variable
Hard to Handle Loads	Per charges from landfill on weight ticket.	\$446.42
Impound Fee	Per item	\$168.81
Mattresses	Per item	\$90.40
Placement Charge	All box sizes	\$65.80
Relocation Fee	All box sizes	\$98.22
Special Handling Fee	Per charges from landfill on weight ticket.	\$446.42
Standby Fee (Driver Time)	Charge for waiting for access to Box or for Box to be loaded.	\$88.06
Steam Cleaning - Compactor	All box sizes	\$162.69
Tires	On the rim - rates are double. Charge is dependent on tire size.	Variable
Television - Small	Charged per item when found in Drop Box or Compactor loads at the landfill.	\$47.98
Television - Large	Charged per item when found in Drop Box or Compactor loads at the landfill.	\$63.63
White Goods (Appliances)	Charged per item when found in Drop Box or Compactor loads at the landfill.	\$107.57

**EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD TWELVE
(Effective July 1, 2021 - June 30, 2022)**

RATES FOR GOVERNMENT DROP BOX AND COMPACTOR CUSTOMERS
(Qualifying Government Customers include Federal and State facilities located within the City of Livermore)

Per-Pull Rates*

Customer shall be charged a per-pull rate each time its drop box or compactor box is serviced. In addition, customer will be charged for each ton of material collected at rates listed below.

*Customers will be charged full Per-Pull Rate if the truck is unable to access container.

Container Size	Loose Solid Waste Materials	Compacted Solid Waste Materials	Loose Recycling, Organics and C&D Materials	Compacted Recycling and Organics Materials	Other Charges (See list below)
	Per-Pull Rate	Per-Pull Rate	Per-Pull Rate	Per-Pull Rate	
6 cubic yards	\$111.49	Not Available	\$111.49	Not Available	Disposal or processing costs for actual tonnage collected
12 cubic yards	Not Available	\$445.94	Not Available	\$267.57	Disposal or processing costs for actual tonnage collected
15 cubic yards	\$185.78	\$557.43	\$111.49	\$334.46	Disposal or processing costs for actual tonnage collected
16 cubic yards	Not Available	\$594.59	Not Available	\$356.75	Disposal or processing costs for actual tonnage collected
20 cubic yards	\$247.75	\$743.24	\$148.65	\$445.94	Disposal or processing costs for actual tonnage collected
24 cubic yards	Not Available	\$891.88	Not Available	\$535.13	Disposal or processing costs for actual tonnage collected
25 cubic yards	Not Available	\$929.05	Not Available	\$557.44	Disposal or processing costs for actual tonnage collected
30 cubic yards	\$371.62	\$1,114.86	\$222.97	\$668.92	Disposal or processing costs for actual tonnage collected
40 cubic yards	\$495.49	\$1,486.47	\$297.30	\$891.88	Disposal or processing costs for actual tonnage collected

Disposal and Processing Rates

In addition to the per-pull rate (listed above) 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 below. Per-ton charges will be made after materials are collected.

Material Type	Cost per Ton
Solid Waste	\$39.74
Recyclables	\$0.00
Compostables	\$53.05
Brick	\$27.30
Dirt*	\$41.72
Wood*	\$93.22
Metal	\$95.71
Christmas Trees	\$32.96
Concrete*	\$27.30
Construction and demolition debris (mixed)	\$98.88

* Per-ton rates for dirt, wood, concrete, and mixed construction and demolition debris are subject to change.

Per-ton rates for these materials shall be equal to the gate rate posted at Vasco Road landfill for each material type. Loads characterized as contaminated (garbage in organics, or garbage in recyclables for example) by the processing facility shall be charged at loose garbage rates.

Rates for Miscellaneous Service for Government Drop Boxes and Compactor Boxes

Service	Description of Service	Rate per Occurrence
Cancellation Service	All box sizes	\$121.91
Certificate of Destruction	All box sizes	\$446.42
Demurrage Charge	Rate for rental of Drop Box or Compactor in excess of 7 days - per day	\$4.87
Environmental Fee	Rate charged at landfill - per load for Dirt Boxes.	\$18.18
Fuel Fee	Rate charged at landfill for Dirt Boxes.	Variable
Hard to Handle Loads	Per charges from landfill on weight ticket.	\$446.42
Impound Fee	Per item	\$168.81
Mattresses	Per item	\$90.40
Placement Charge	All box sizes	\$65.80
Relocation Fee	All box sizes	\$98.22
Special Handling Fee	Per charges from landfill on weight ticket.	\$446.42
Standby Fee (Driver Time)	Charge for waiting for access to Box or for Box to be loaded.	\$88.06
Steam Cleaning - Compactor	All box sizes	\$162.69
Tires	On the rim - rates are double. Charge is dependent on tire size.	Variable
Television - Small	Charged per item when found in Drop Box or Compactor loads at the landfill.	\$47.98
Television - Large	Charged per item when found in Drop Box or Compactor loads at the landfill.	\$63.63
White Goods (Appliances)	Charged per item when found in Drop Box or Compactor loads at the landfill.	\$107.57

**EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD ELEVEN
(Effective January 1, 2021 - June 30, 2021)**

RATES FOR SINGLE FAMILY CART SERVICE CUSTOMERS

Basic Monthly Collection Service (including Recyclables and Compostables)

Container Size	Curbside Monthly Rate	Backyard or Sideyard Monthly Rate
20-gallon Solid Waste Cart*	\$29.65	\$36.72
32-gallon Solid Waste Cart*	\$39.24	\$55.83
64-gallon Solid Waste Cart*	\$58.77	\$92.57
96-gallon Solid Waste Cart*	\$92.34	\$145.58
Additional Carts (Rate per Additional Cart per Month)		
Extra 32-gallon Solid Waste Cart	\$34.84	\$51.97
Extra 64-gallon Solid Waste Cart	\$64.69	\$97.92
Extra 96-gallon Solid Waste Cart	\$95.29	\$144.92
Extra Compostable Materials Cart*	\$10.14	\$10.14
Extra Recyclable Materials Cart*	\$10.14	\$10.14

* Monthly rate also includes one 96-gallon Cart for Compostables and one 96-gallon Cart for Recyclables. Customers can request smaller cart sizes for Recyclables or Compostables; however, the monthly rate shall be the same as listed above.

Income-Based Program Monthly Collection Service (including Recyclables and Compostables)

Container Size	Curbside Monthly Rate
20-gallon Solid Waste Cart**	\$29.65
32-gallon Solid Waste Cart**	\$29.65
64-gallon Solid Waste Cart**	\$29.65

** Must qualify and Participate in the Pacific Gas and Electric Company's California Alternate Rates for Energy (CARE) Program

** If CARE Program discontinued Income-Based Program may be discontinued

** Only customers with individual Single Family accounts are eligible

**Verification required every year to participate

Rates for Bulky Items and E-Waste On-Call Pick-Up Service

(Applicable for Single Family, Multi-Family, Commercial, and Government Customers)

Material Type	Examples	Rate Per Pickup
E-Waste	Cell Phones, CPUs, Monitors, Copiers, Fax Machines, Laptops, Mouse, Keyboards, Printers, Televisions, Radios, Stereos, Speakers, Telephones, VCRs, DVDs, and Camcorders	\$26.31
Major Appliances	Air Conditioners, Refrigerators, Freezers any items containing oil, fuel or Freon	\$131.57
Bulky Items	All other large items Bathtubs, furniture, bicycles used exercise equipment beds, box springs, tires etc.	\$65.78

Rates for Miscellaneous Service for Single Family Cart and Multi Family Cart Customers

Service	Description of Service	Rate per Occurrence
Handy Hauler Service (4 Cubic Yard Bin; Temporary Use)	Per placement and removal of 4 cubic yard bin provided for occasional use	\$169.01
	Rate for rental of 4 cubic yard bin in excess of 7 days	\$33.15
	Per pull and return of 4 cubic yard bin (pull and return involves the collection of solid waste at the premises and leaving the empty handy hauler on the premises)	\$121.66
Cart Replacement	Charge if customer requires cart replacement in excess of one replacement per year at no cost for each instance of container replacement related to service level changes due to delinquent payment, damage or theft.	\$88.34
Trip Charge	If driver must return due to Resident error, such as failure to place Cart Curbside before Collection time, overfilled Cart, incorrect Cart placement, contaminated materials	\$15.31
Cart Delivery / Pick-Up	Cart delivery/pick-up (charge if Customer requests a change in Cart size more than once per year)	\$15.31
Organic Overage	Company supplied Kraft bag paid for in advance	\$10.53
Organic Overage	Customer supplied Kraft Bag	\$6.58

**EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD ELEVEN
(Effective January 1, 2021 - June 30, 2021)**

RATES FOR MULTI FAMILY CART SERVICE CUSTOMERS

Solid Waste Collection Rates (Cost per month)*

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$39.24	\$81.63	\$124.80	\$169.52	\$215.84	\$263.70
64-gallon Cart	\$58.77	\$122.23	\$186.88	\$253.86	\$323.21	\$394.91
96-gallon Cart	\$92.34	\$192.07	\$293.62	\$398.89	\$507.86	\$620.51

* Multi-Family Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for More Frequent Service (Cost per Month)**

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$0.00	\$61.21	\$93.60	\$127.14	\$161.87	\$197.78
64-gallon Cart	\$0.00	\$91.68	\$140.16	\$190.41	\$242.41	\$296.18
96-gallon Cart	\$0.00	\$144.05	\$220.22	\$299.17	\$380.89	\$465.38

** Multi-Family Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Compostables Collection Rates for More Frequent Service (Cost per Month)***

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$0.00	\$61.21	\$93.60	\$127.14	\$161.87	\$197.78
64-gallon Cart	\$0.00	\$91.68	\$140.16	\$190.41	\$242.41	\$296.18
96-gallon Cart	\$0.00	\$144.05	\$220.22	\$299.17	\$380.89	\$465.38

*** Multi-Family Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for Additional Carts (Cost per Month)**

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$10.14	\$61.21	\$93.59	\$127.13	\$161.87	\$197.77
64-gallon Cart	\$10.14	\$91.67	\$140.15	\$190.39	\$242.40	\$296.17
96-gallon Cart	\$10.14	\$144.04	\$220.21	\$299.16	\$380.88	\$465.37

** Multi-Family Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Compostables Collection Rates for Additional Carts (Cost per Month)***

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$10.14	\$61.21	\$93.59	\$127.13	\$161.87	\$197.77
64-gallon Cart	\$10.14	\$91.67	\$140.15	\$190.39	\$242.40	\$296.17
96-gallon Cart	\$10.14	\$144.04	\$220.21	\$299.16	\$380.88	\$465.37

*** Multi-Family Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Additional On-Call Pick-Up Service for Solid Waste, Recyclables or Compostables Cart (Cost per Pick-Up)

	Container Size		
	32 to 35-gal	64-gal	96-gal
Pick-Up On Regularly Scheduled Day	\$11.72	\$24.72	\$40.10
Pick-Up Other than Regularly Scheduled Day	\$11.72	\$24.72	\$40.10

Rates for Bulky Items and E-Waste On-Call Pick-Up Service

Rates for bulky items and e-waste on-call pick-up service for Multi Family customers are provided on Page H-1 of this Exhibit.

Rates for Miscellaneous Service

Additional rates for miscellaneous service for Multi Family cart customers are provided on Page H-1 of this Exhibit.

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD ELEVEN
(Effective January 1, 2021 - June 30, 2021)

RATES FOR COMMERCIAL CART CUSTOMERS

Solid Waste Collection Rates (Cost per month)*

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$39.24	\$81.63	\$124.80	\$169.52	\$215.84	\$263.70
64-gallon Cart	\$58.77	\$122.23	\$186.88	\$253.86	\$323.21	\$394.91
96-gallon Cart	\$92.34	\$192.07	\$293.62	\$398.89	\$507.86	\$620.51

* Commercial Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for More Frequent Service (Cost per Month)**

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$0.00	\$61.21	\$93.60	\$127.14	\$161.87	\$197.78
64-gallon Cart	\$0.00	\$91.68	\$140.16	\$190.41	\$242.41	\$296.18
96-gallon Cart	\$0.00	\$144.05	\$220.22	\$299.17	\$380.89	\$465.38

** Commercial Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Compostables Collection Rates for More Frequent Service (Cost per Month)***

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$0.00	\$61.21	\$93.60	\$127.14	\$161.87	\$197.78
64-gallon Cart	\$0.00	\$91.68	\$140.16	\$190.41	\$242.41	\$296.18
96-gallon Cart	\$0.00	\$144.05	\$220.22	\$299.17	\$380.89	\$465.38

*** Commercial Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for Additional Carts (Cost per Month)**

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$29.43	\$61.21	\$93.60	\$127.14	\$161.87	\$197.78
64-gallon Cart	\$44.08	\$91.68	\$140.16	\$190.41	\$242.41	\$296.18
96-gallon Cart	\$69.26	\$144.05	\$220.22	\$299.17	\$380.89	\$465.38

** Commercial Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Compostables Collection Rates for Additional Carts (Cost per Month)***

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$29.43	\$61.21	\$93.60	\$127.14	\$161.87	\$197.78
64-gallon Cart	\$44.08	\$91.68	\$140.16	\$190.41	\$242.41	\$296.18
96-gallon Cart	\$69.26	\$144.05	\$220.22	\$299.17	\$380.89	\$465.38

*** Commercial Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Additional On-Call Pick-Up Service for Solid Waste, Recyclables or Compostables Cart (Cost per Pick-Up)

	Container Size		
	32 to 35-gal	64-gal	96-gal
Pick-Up On Regularly Scheduled Day	\$11.72	\$24.72	\$40.10
Pick-Up Other than Regularly Scheduled Day	\$11.72	\$24.72	\$40.10

Rates for Bulky Items and E-Waste On-Call Pick-Up Service

Rates for bulky items and e-waste on-call pick-up service for commercial customers are provided on Page H-1 of this Exhibit.

**EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD ELEVEN
(Effective January 1, 2021 - June 30, 2021)**

RATES FOR COMMERCIAL AND RESIDENTIAL BIN CUSTOMERS

Solid Waste Rates (Cost per Month per Bin)****

Bin Size	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	\$117.89	\$240.49	\$367.80	\$499.84	\$636.59	\$794.52	\$235.78	\$480.98	\$735.60	\$999.68	\$1,273.19	\$1,589.03
2 cubic yard	\$235.76	\$480.97	\$751.18	\$1,020.84	\$1,300.12	\$1,622.19	\$471.54	\$961.94	\$1,502.35	\$2,041.68	\$2,600.23	\$3,244.38
3 cubic yard	\$353.66	\$736.73	\$1,126.78	\$1,563.20	\$1,990.86	\$2,433.27	\$707.32	\$1,473.48	\$2,253.55	\$3,126.39	\$3,981.72	\$4,866.54
4 cubic yard	\$471.55	\$982.32	\$1,533.71	\$2,084.26	\$2,654.48	\$3,310.66	\$943.10	\$1,964.63	\$3,067.40	\$4,168.51	\$5,308.96	\$6,621.31
5 cubic yard	\$601.91	\$1,253.50	\$1,917.13	\$2,658.55	\$3,385.89	\$4,221.17	\$1,203.81	\$2,507.00	\$3,834.26	\$5,317.10	\$6,771.80	\$8,442.36
6 cubic yard	\$722.29	\$1,504.20	\$2,300.55	\$3,190.27	\$4,063.07	\$5,065.41	\$1,444.59	\$3,008.42	\$4,601.10	\$6,380.53	\$8,126.14	\$10,130.83
7 cubic yard	\$842.67	\$1,754.92	\$2,738.82	\$3,721.90	\$4,835.17	\$6,024.92	\$1,685.35	\$3,509.82	\$5,477.63	\$7,443.96	\$9,670.35	\$12,049.85

**** Commercial Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Rates (Cost per Month per Bin)

Bin Size	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	\$88.42	\$180.37	\$275.85	\$374.88	\$477.44	\$595.89	\$176.84	\$360.74	\$551.70	\$749.76	\$954.89	\$1,191.77
2 cubic yard	\$176.83	\$360.73	\$563.38	\$765.63	\$975.09	\$1,216.64	\$353.65	\$721.46	\$1,126.77	\$1,531.26	\$1,950.18	\$2,433.29
3 cubic yard	\$265.25	\$552.55	\$845.07	\$1,172.40	\$1,493.15	\$1,824.94	\$530.49	\$1,105.11	\$1,690.16	\$2,344.80	\$2,986.29	\$3,649.91
4 cubic yard	\$353.66	\$736.74	\$1,150.28	\$1,563.18	\$1,990.86	\$2,482.99	\$707.32	\$1,473.47	\$2,300.55	\$3,126.38	\$3,981.72	\$4,965.98
5 cubic yard	\$451.43	\$940.13	\$1,437.85	\$1,993.91	\$2,539.42	\$3,165.88	\$902.86	\$1,880.25	\$2,875.70	\$3,987.83	\$5,078.85	\$6,331.77
6 cubic yard	\$541.72	\$1,128.16	\$1,725.41	\$2,392.70	\$3,047.30	\$3,799.05	\$1,083.44	\$2,256.31	\$3,450.82	\$4,785.40	\$6,094.60	\$7,598.12
7 cubic yard	\$632.00	\$1,316.18	\$2,054.10	\$2,791.49	\$3,626.37	\$4,518.69	\$1,264.01	\$2,632.37	\$4,108.23	\$5,582.97	\$7,252.76	\$9,037.38

Compostables (Cost per Month per Bin)

Bin Size	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	\$88.42	\$180.37	\$275.85	\$374.88	\$477.44	\$595.89	\$176.84	\$360.74	\$551.70	\$749.76	\$954.89	\$1,191.77
2 cubic yard	\$176.83	\$360.73	\$563.38	\$765.63	\$975.09	\$1,216.64	\$353.65	\$721.46	\$1,126.77	\$1,531.26	\$1,950.18	\$2,433.29
3 cubic yard	\$265.25	\$552.55	\$845.07	\$1,172.40	\$1,493.15	\$1,824.94	\$530.49	\$1,105.11	\$1,690.16	\$2,344.80	\$2,986.29	\$3,649.91
4 cubic yard	\$353.66	\$736.74	\$1,150.28	\$1,563.18	\$1,990.86	\$2,482.99	\$707.32	\$1,473.47	\$2,300.55	\$3,126.38	\$3,981.72	\$4,965.98
5 cubic yard	\$451.43	\$940.13	\$1,437.85	\$1,993.91	\$2,539.42	\$3,165.88	\$902.86	\$1,880.25	\$2,875.70	\$3,987.83	\$5,078.85	\$6,331.77
6 cubic yard	\$541.72	\$1,128.16	\$1,725.41	\$2,392.70	\$3,047.30	\$3,799.05	\$1,083.44	\$2,256.31	\$3,450.82	\$4,785.40	\$6,094.60	\$7,598.12

Additional On-Call Pick-Up for Solid Waste, Recyclables or Compostables Bin (Cost per Pick-Up)

	Loose Materials						Compacted Materials					
	Container Size						Container Size					
	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd
Pick-Up On Regularly Scheduled Day	\$30.13	\$60.24	\$90.39	\$120.47	\$180.72	\$210.83	\$60.26	\$120.49	\$180.78	\$240.94	\$361.43	\$421.66
Pick-Up Other than Regularly Scheduled Day	\$53.52	\$82.26	\$111.26	\$139.95	\$192.41	\$226.39	\$107.05	\$164.52	\$222.52	\$279.90	\$384.81	\$452.78

Rates for Bulky Items and E-Waste On-Call Pick-Up Service

Rates for bulky items and e-waste on-call pick-up service for Commercial bin customers are provided on Page H-1 of this Exhibit.

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD ELEVEN
(Effective January 1, 2021 - June 30, 2021)

Contaminated Recyclables or Compostables Cart (Cost per Pick-Up)

	Container Size		
	32 to 35-gal	64-gal	96-gal
Pick-Up On Regularly Scheduled Day	\$23.43	\$49.45	\$80.19
Pick-Up Other than Regularly Scheduled Day	\$23.43	\$49.45	\$80.19

Contaminated Recyclables or Compostables Bin (Cost per Pick-Up)

	Loose Materials						Compacted Materials					
	Container Size						Container Size					
	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd
Pick-Up On Regularly Scheduled Day	\$60.26	\$120.49	\$180.78	\$240.94	\$361.43	\$421.66	\$120.52	\$240.98	\$361.56	\$481.89	\$722.86	\$843.33
Pick-Up Other than Regularly Scheduled Day	\$107.05	\$164.52	\$222.52	\$279.90	\$384.81	\$452.78	\$214.10	\$329.04	\$445.04	\$559.80	\$769.62	\$905.57

Rates for Miscellaneous Services for Commercial and Residential Bin and Commercial Cart Customers

Service	Description of Service	Rate per Occurrence
Handy Hauler Service (4 Cubic Yard Bin; Temporary Use)	Per placement and removal of 4 cubic yard bin provided for occasional use	\$169.01
	Rate for rental of 4 cubic yard bin in excess of 7 days	\$33.15
	Per pull and return of 4 cubic yard bin (pull and return involves the collection of solid waste at the premises and leaving the empty handy hauler on the premises)	\$121.66
Cart Replacement	Charge if customer requires cart replacement in excess of one replacement per year at no cost for each instance of container replacement related to service level changes due to delinquent payment, damage or theft.	\$88.34
Trip Charge (for Bin)	If driver must return due to Customer error, such as failure to make Bin accessible before Collection time, overfilled Bin, incorrect Bin placement, contaminated materials)	\$15.31
Trip Charge (for Carts)	If driver must return due to customer error, such as failure to make Cart accessible before collection time, overfilled Cart, incorrect Cart placement, contaminated materials)	\$15.31
Overage Charge	Per cubic yard rate	\$22.98
Standby Charge	Charge for waiting for access to Cart/ Bin or for Cart/ Bin to be loaded	\$87.18
Lost Lock	Fee for replacing lost lock	\$30.55
Steam Cleaning Bin	Charge per visit	\$155.02
Steam Cleaning Cart	Charge per visit	\$88.34

**EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD ELEVEN
(Effective January 1, 2021 - June 30, 2021)**

RATES FOR GOVERNMENT CART CUSTOMERS

(Qualifying Government Customers include Federal and State facilities located within the City of Livermore)

Solid Waste Collection Rates (Cost per month)*

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$19.62	\$40.81	\$62.40	\$84.76	\$107.92	\$131.85
64-gallon Cart	\$29.39	\$61.12	\$93.43	\$126.94	\$161.61	\$197.45
96-gallon Cart	\$46.17	\$96.03	\$146.81	\$199.45	\$253.92	\$310.25

* Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for More Frequent Service (Cost per Month)**

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$0.00	\$30.62	\$46.79	\$63.57	\$80.94	\$98.89
64-gallon Cart	\$0.00	\$45.84	\$70.08	\$95.20	\$121.21	\$148.10
96-gallon Cart	\$0.00	\$72.02	\$110.11	\$149.59	\$190.45	\$232.69

** Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Compostables Collection Rates for More Frequent Service (Cost per Month)***

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$0.00	\$30.62	\$46.79	\$63.57	\$80.94	\$98.89
64-gallon Cart	\$0.00	\$45.84	\$70.08	\$95.20	\$121.21	\$148.10
96-gallon Cart	\$0.00	\$72.02	\$110.11	\$149.59	\$190.45	\$232.69

*** Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for Additional Carts (Cost per Month)**

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$14.71	\$30.62	\$46.79	\$63.57	\$80.94	\$98.89
64-gallon Cart	\$22.04	\$45.84	\$70.08	\$95.20	\$121.21	\$148.10
96-gallon Cart	\$34.63	\$72.02	\$110.11	\$149.59	\$190.45	\$232.69

** Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Compostables Collection Rates for Additional Carts (Cost per Month)***

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$14.71	\$30.62	\$46.79	\$63.57	\$80.94	\$98.89
64-gallon Cart	\$22.04	\$45.84	\$70.08	\$95.20	\$121.21	\$148.10
96-gallon Cart	\$34.63	\$72.02	\$110.11	\$149.59	\$190.45	\$232.69

*** Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

**EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD ELEVEN
(Effective January 1, 2021 - June 30, 2021)**

RATES GOVERNMENT BIN SERVICE CUSTOMERS (cont.)

Additional On-Call Pick-Up Service for Solid Waste, Recyclables or Compostables Cart (Cost per Pick-Up)

	Container Size		
	32 to 35-gal	64-gal	96-gal
Pick-Up On Regularly Scheduled Day	\$5.86	\$12.36	\$20.05
Pick-Up Other than Regularly Scheduled Day	\$5.86	\$12.36	\$20.05

Solid Waste Rates (Cost per Month per Bin)****

Bin Size	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	\$58.94	\$120.25	\$183.90	\$249.91	\$318.30	\$397.26	\$117.89	\$240.49	\$367.80	\$499.84	\$636.59	\$794.52
2 cubic yard	\$117.88	\$240.48	\$375.59	\$510.42	\$650.05	\$811.09	\$235.77	\$480.97	\$751.18	\$1,020.84	\$1,300.12	\$1,622.19
3 cubic yard	\$176.83	\$368.37	\$563.39	\$781.60	\$995.43	\$1,216.64	\$353.66	\$736.74	\$1,126.78	\$1,563.20	\$1,990.86	\$2,433.27
4 cubic yard	\$235.77	\$491.16	\$766.85	\$1,042.13	\$1,327.24	\$1,655.33	\$471.55	\$982.32	\$1,533.70	\$2,084.26	\$2,654.48	\$3,310.65
5 cubic yard	\$300.95	\$626.75	\$958.57	\$1,329.28	\$1,692.95	\$2,110.59	\$601.90	\$1,253.50	\$1,917.13	\$2,658.55	\$3,385.90	\$4,221.18
6 cubic yard	\$361.15	\$752.10	\$1,150.26	\$1,595.13	\$2,031.53	\$2,532.71	\$722.30	\$1,504.21	\$2,300.55	\$3,190.27	\$4,063.07	\$5,065.41
7 cubic yard	\$421.33	\$877.46	\$1,369.41	\$1,860.98	\$2,417.59	\$3,012.45	\$842.67	\$1,754.91	\$2,738.82	\$3,721.98	\$4,835.17	\$6,024.92

**** Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Rates (Cost per Month per Bin)

Bin Size	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	\$44.21	\$90.18	\$137.93	\$187.44	\$238.72	\$297.94	\$88.42	\$180.37	\$275.85	\$374.88	\$477.44	\$595.89
2 cubic yard	\$88.42	\$180.36	\$281.69	\$382.82	\$487.55	\$608.32	\$176.83	\$360.73	\$563.38	\$765.63	\$975.09	\$1,216.64
3 cubic yard	\$132.62	\$276.28	\$422.55	\$586.20	\$746.57	\$912.47	\$265.25	\$552.55	\$845.08	\$1,172.40	\$1,493.15	\$1,824.95
4 cubic yard	\$176.83	\$368.37	\$575.13	\$781.60	\$995.42	\$1,241.49	\$353.66	\$736.74	\$1,150.28	\$1,563.19	\$1,990.86	\$2,482.99
5 cubic yard	\$225.72	\$470.06	\$718.92	\$996.96	\$1,269.71	\$1,582.94	\$451.43	\$940.13	\$1,437.85	\$1,993.91	\$2,539.42	\$3,165.88
6 cubic yard	\$270.86	\$564.07	\$862.71	\$1,196.34	\$1,523.65	\$1,899.52	\$541.72	\$1,128.16	\$1,725.41	\$2,392.70	\$3,047.30	\$3,799.06
7 cubic yard	\$316.00	\$658.10	\$1,027.06	\$1,395.74	\$1,813.19	\$2,259.35	\$632.00	\$1,316.18	\$2,054.11	\$2,791.49	\$3,626.38	\$4,518.69

Compostables (Cost per Month per Bin)

Bin Size	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	\$44.21	\$90.18	\$137.93	\$187.44	\$238.72	\$297.94	\$88.42	\$180.37	\$275.85	\$374.88	\$477.44	\$595.89
2 cubic yard	\$88.42	\$180.36	\$281.69	\$382.82	\$487.55	\$608.32	\$176.83	\$360.73	\$563.38	\$765.63	\$975.09	\$1,216.64
3 cubic yard	\$132.62	\$276.28	\$422.55	\$586.20	\$746.57	\$912.47	\$265.25	\$552.55	\$845.08	\$1,172.40	\$1,493.15	\$1,824.95
4 cubic yard	\$176.83	\$368.37	\$575.13	\$781.60	\$995.42	\$1,241.49	\$353.66	\$736.74	\$1,150.28	\$1,563.19	\$1,990.86	\$2,482.99
5 cubic yard	\$225.72	\$470.06	\$718.92	\$996.96	\$1,269.71	\$1,582.94	\$451.43	\$940.13	\$1,437.85	\$1,993.91	\$2,539.42	\$3,165.88
6 cubic yard	\$270.86	\$564.07	\$862.71	\$1,196.34	\$1,523.65	\$1,899.52	\$541.72	\$1,128.16	\$1,725.41	\$2,392.70	\$3,047.30	\$3,799.06

**EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD ELEVEN
(Effective January 1, 2021 - June 30, 2021)**

RATES GOVERNMENT BIN SERVICE CUSTOMERS (cont.)

Additional On-Call Pick-Up for Solid Waste, Recyclables or Compostables Bin (Cost per Pick-Up)

	Loose Materials						Compacted Materials					
	Container Size						Container Size					
	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd
Pick-Up On Regularly Scheduled Day	\$15.06	\$30.12	\$45.19	\$60.24	\$90.36	\$105.42	\$30.13	\$60.24	\$90.39	\$120.47	\$180.71	\$210.83
Pick-Up Other than Regularly Scheduled Day	\$26.76	\$41.13	\$55.63	\$69.97	\$96.20	\$113.20	\$53.52	\$82.26	\$111.26	\$139.95	\$192.41	\$226.99

Rates for Bulky Items and E-Waste On-Call Pick-Up Service

Rates for bulky items and e-waste on-call pick-up service for Government customers are provided on Page H-1 of this Exhibit.

Rates for Miscellaneous Services for Government Bin and Cart Customers

Service	Description of Service	Rate per Occurrence
Handy Hauler Service (4 Cubic Yard Bin; Temporary Use)	Per placement and removal of 4 cubic yard bin provided for occasional use	\$84.51
	Rate for rental of 4 cubic yard bin in excess of 7 days	\$16.57
	Per pull and return of 4 cubic yard bin (pull and return involves the collection of solid waste at the premises and leaving the empty handy hauler on the premises)	\$60.83
Cart Replacement	Charge if customer requires cart replacement in excess of one replacement per year at no cost for each instance of container replacement related to service level changes due to delinquent payment, damage or theft.	\$44.17
Trip Charge (for Bin)	If driver must return due to Customer error, such as failure to make Bin accessible before Collection time, overfilled Bin, incorrect Bin placement, contaminated materials)	\$7.66
Trip Charge (for Carts)	If driver must return due to customer error, such as failure to make Cart accessible before collection time, overfilled Cart, incorrect Cart placement, contaminated materials)	\$7.66
Overage Charge	Per cubic yard rate	\$11.49
Standby Charge	Charge for waiting for access to Cart/Bin or for Cart/Bin to be loaded	\$43.59
Lost Lock	Fee for replacing lost lock	\$15.28
Steam Cleaning Bin	Charge per visit	\$77.51
Steam Cleaning Cart	Charge per visit	\$44.17

**EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD ELEVEN
(Effective January 1, 2021 - June 30, 2021)**

RATES FOR DROP BOX AND COMPACTOR CUSTOMERS

Per-Pull Rates*

Customer shall be charged a per-pull rate each time its drop box or compactor box is serviced. In addition, customer will be charged for each ton of material collected at rates listed below.

*Customers will be charged full Per-Pull Rate if the truck is unable to access container.

Container Size	Loose Solid Waste Materials	Compacted Solid Waste Materials	Loose Recycling, Organics and C&D Materials	Compacted Recycling and Organics Materials	Other Charges (See list below)
	Per-Pull Rate	Per-Pull Rate	Per-Pull Rate	Per-Pull Rate	
6 cubic yards	\$220.77	Not Available	\$220.77	Not Available	Disposal or processing costs for actual tonnage collected
12 cubic yards	Not Available	\$883.05	Not Available	\$529.83	Disposal or processing costs for actual tonnage collected
15 cubic yards	\$367.88	\$1,103.82	\$220.77	\$662.29	Disposal or processing costs for actual tonnage collected
16 cubic yards	Not Available	\$1,177.41	Not Available	\$706.44	Disposal or processing costs for actual tonnage collected
20 cubic yards	\$490.59	\$1,471.76	\$294.35	\$883.06	Disposal or processing costs for actual tonnage collected
24 cubic yards	Not Available	\$1,766.11	Not Available	\$1,059.66	Disposal or processing costs for actual tonnage collected
25 cubic yards	Not Available	\$1,839.69	Not Available	\$1,103.82	Disposal or processing costs for actual tonnage collected
30 cubic yards	\$735.88	\$2,207.64	\$441.53	\$1,324.58	Disposal or processing costs for actual tonnage collected
40 cubic yards	\$981.17	\$2,943.51	\$588.70	\$1,766.11	Disposal or processing costs for actual tonnage collected

Disposal and Processing Rates

In addition to the per-pull rate (listed above) 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 below. Per-ton charges will be made after materials are collected.

Material Type	Cost per Ton
Solid Waste	\$38.58
Recyclables	\$0.00
Compostables	\$51.50
Brick	\$26.50
Dirt*	\$40.50
Wood*	\$90.50
Metal	\$92.92
Christmas Trees	\$32.00
Concrete*	\$26.50
Construction and demolition debris (mixed)	\$96.00

* Per-ton rates for dirt, wood, concrete, and mixed construction and demolition debris are subject to change.

Per-ton rates for these materials shall be equal to the gate rate posted at Vasco Road landfill for each material type. Loads characterized as contaminated (garbage in organics, or garbage in recyclables for example) by the processing facility shall be charged at loose garbage rates.

Rates for Miscellaneous Service for Drop Boxes and Compactor Boxes

Service	Description of Service	Rate per Occurrence
Cancellation Service	All box sizes	\$120.71
Certificate of Destruction	All box sizes	\$442.00
Demurrage Charge	Rate for rental of Drop Box or Compactor in excess of 7 days - per day	\$4.82
Environmental Fee	Rate charged at landfill - per load for Dirt Boxes.	\$18.00
Fuel Fee	Rate charged at landfill for Dirt Boxes.	Variable
Hard to Handle Loads	Per charges from landfill on weight ticket.	\$442.00
Impound Fee	Per item	\$167.13
Mattresses	Per item	\$89.50
Placement Charge	All box sizes	\$65.15
Relocation Fee	All box sizes	\$97.24
Special Handling Fee	Per charges from landfill on weight ticket.	\$442.00
Standby Fee (Driver Time)	Charge for waiting for access to Box or for Box to be loaded.	\$87.18
Steam Cleaning - Compactor	All box sizes	\$161.07
Tires	On the rim - rates are double. Charge is dependent on tire size.	Variable
Television - Small	Charged per item when found in Drop Box or Compactor loads at the landfill.	\$47.50
Television - Large	Charged per item when found in Drop Box or Compactor loads at the landfill.	\$63.00
White Goods (Appliances)	Charged per item when found in Drop Box or Compactor loads at the landfill.	\$106.50

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD ELEVEN
(Effective January 1, 2021 - June 30, 2021)

RATES FOR GOVERNMENT DROP BOX AND COMPACTOR CUSTOMERS
 (Qualifying Government Customers include Federal and State facilities located within the City of Livermore)

Per-Pull Rates*

Customer shall be charged a per-pull rate each time its drop box or compactor box is serviced. In addition, customer will be charged for each ton of material collected at rates listed below.

*Customers will be charged full Per-Pull Rate if the truck is unable to access container.

Container Size	Loose Solid Waste Materials	Compacted Solid Waste Materials	Loose Recycling, Organics and C&D Materials	Compacted Recycling and Organics Materials	Other Charges (See list below)
	Per-Pull Rate	Per-Pull Rate	Per-Pull Rate	Per-Pull Rate	
6 cubic yards	\$110.38	Not Available	\$110.38	Not Available	Disposal or processing costs for actual tonnage collected
12 cubic yards	Not Available	\$441.53	Not Available	\$264.92	Disposal or processing costs for actual tonnage collected
15 cubic yards	\$183.94	\$551.91	\$110.38	\$331.15	Disposal or processing costs for actual tonnage collected
16 cubic yards	Not Available	\$588.70	Not Available	\$353.22	Disposal or processing costs for actual tonnage collected
20 cubic yards	\$245.29	\$735.88	\$147.18	\$441.53	Disposal or processing costs for actual tonnage collected
24 cubic yards	Not Available	\$883.05	Not Available	\$529.83	Disposal or processing costs for actual tonnage collected
25 cubic yards	Not Available	\$919.85	Not Available	\$551.92	Disposal or processing costs for actual tonnage collected
30 cubic yards	\$367.94	\$1,103.82	\$220.76	\$662.30	Disposal or processing costs for actual tonnage collected
40 cubic yards	\$490.59	\$1,471.76	\$294.35	\$883.05	Disposal or processing costs for actual tonnage collected

Disposal and Processing Rates

In addition to the per-pull rate (listed above) 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 below. Per-ton charges will be made after materials are collected.

Material Type	Cost per Ton
Solid Waste	\$38.58
Recyclables	\$0.00
Compostables	\$51.50
Brick	\$26.50
Dirt*	\$40.50
Wood*	\$90.50
Metal	\$92.92
Christmas Trees	\$32.00
Concrete*	\$26.50
Construction and demolition debris (mixed)	\$96.00

* Per-ton rates for dirt, wood, concrete, and mixed construction and demolition debris are subject to change.

Per-ton rates for these materials shall be equal to the gate rate posted at Vasco Road landfill for each material type. Loads characterized as contaminated (garbage in organics, or garbage in recyclables for example) by the processing facility shall be charged at loose garbage rates.

Rates for Miscellaneous Service for Government Drop Boxes and Compactor Boxes

Service	Description of Service	Rate per Occurrence
Cancellation Service	All box sizes	\$120.71
Certificate of Destruction	All box sizes	\$442.00
Demurrage Charge	Rate for rental of Drop Box or Compactor in excess of 7 days - per day	\$4.82
Environmental Fee	Rate charged at landfill - per load for Dirt Boxes.	\$18.00
Fuel Fee	Rate charged at landfill for Dirt Boxes.	Variable
Hard to Handle Loads	Per charges from landfill on weight ticket.	\$442.00
Impound Fee	Per item	\$167.13
Mattresses	Per item	\$89.50
Placement Charge	All box sizes	\$65.15
Relocation Fee	All box sizes	\$97.24
Special Handling Fee	Per charges from landfill on weight ticket.	\$442.00
Standby Fee (Driver Time)	Charge for waiting for access to Box or for Box to be loaded.	\$87.18
Steam Cleaning - Compactor	All box sizes	\$161.07
Tires	On the rim - rates are double. Charge is dependent on tire size.	Variable
Television - Small	Charged per item when found in Drop Box or Compactor loads at the landfill.	\$47.50
Television - Large	Charged per item when found in Drop Box or Compactor loads at the landfill.	\$63.00
White Goods (Appliances)	Charged per item when found in Drop Box or Compactor loads at the landfill.	\$106.50

EXHIBIT I
INDEX-BASED RATE ADJUSTMENT MECHANISM

EXHIBIT I

INDEX-BASED RATE ADJUSTMENT METHODOLOGY

1. PURPOSE

The purpose of this attachment is to describe and illustrate the method by which the City will calculate the annual adjustment to Rates based on the proposed Total Costs for Rate Period Eleven adjusted to reflect changes in various cost indices and changes to Disposal and Processing Costs based on Tonnages of materials Collected. This index-based adjustment process will be used to determine Rates for all Rate Periods except for Rate Periods Sixteen and Twenty. Rate Period Twenty-Two will be index-based unless a cost-based adjustment is requested pursuant to Section 8.2 of the Agreement and Exhibit J.

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, Disposal and Processing costs will be adjusted to reflect actual Tonnage Collected during the most-recently completed 12-month period ending October 31. 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.

2. DEFINITIONS

In addition to the terms defined in Article 1, the following terms are defined for the purposes of Exhibit I and Exhibit J only.

- A. “**CPI-U**” means the Consumer Price Index, All Urban Consumers, all items, not seasonally adjusted San Francisco-Oakland-Hayward Metropolitan Area compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics. The June 2008 CPI-U is 225.181.
- B. “**CPI-W**” means the Consumer Price Index, Urban Wage Earners and Clerical Workers, all items, not seasonally adjusted San Francisco-Oakland-Hayward Metropolitan Area, compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics. The June 2008 CPI-W is 221.454.
- C. “**CNG Fuel Pricing Index**” means the per-therm price for 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 Rate Finder*” publication (<http://www.pge.com/tariffs>). The June 2008 CNG Fuel Pricing Index is \$1.19, 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.

- D. **“Motor Vehicle Maintenance and Repair Index”** 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. The June 2008 Motor Vehicle Maintenance and Repair Index is 233.162.
- E. **“Annual Percentage Change”** means (1) the annual percentage change in any of the indices defined above calculated as described in the following paragraph, or (2) six percent (0.06), whichever is less.

The Annual Percentage Change in an index is calculated as the Average Index Value for the 12-month period ending October 31 of the then-current Rate Period minus the Average Index Value for the 12-month period ending October of the most-recently completed Rate Period and dividing the result by the Average Index Value for the 12-month period ending October of the most recently completed Rate Period.

For example, if the City is calculating the Total Calculated Costs in January 2012 to be effective for Rate Period Three (July 2012 through June 2013), the Annual Percentage Change for the CPI-U would be calculated as follows:

$$\left[\text{(Average CPI-U for November 2010 through October 2011)} \text{ minus } \text{(Average CPI-U for November 2009 through October 2010)} \right] \text{ divided by } \text{(Average CPI-U for November 2009 through October 2010)}$$

The calculated Annual Percentage Change shall be carried to three places to the right of the decimal and rounded to the nearest thousandths. For example, the June 2008 CPI-U is 225.181, which is rounded to the nearest thousandths.

- F. **“Average Index Value”** means the sum of the monthly index values during the 12-month period ending in October divided by 12 (in the case of indices published monthly) or the sum of the bi-monthly index values divided by 6 (in the case of indices published bi-monthly).
- G. **“Net Recyclables Processing Costs”** means the amount calculated each year in Exhibit I1, which includes the cost of Transferring and Processing Recyclables, offset by the value of those Recyclables.
- H. **“Net Composting Cost”** means cost of Processing Compostables Materials less revenues earned from sale of Compost Product.
- I. **“Total Calculated Costs”** means the total amount to be used as a basis for determining the Rate Adjustment Factor. The Total Calculated Costs does not reflect or in any way guarantee the Gross Revenue that are to be generated by Rates or

retained by the Contractor. Note that for determining Rates for Rate Period Two, Total Proposal Costs for Rate Period One shall be used for the calculations.

Table 1 provides additional information about the four indices defined above.

TABLE 1*

	CPI-U	CPI-W	CNG Fuel Pricing Index	Motor Vehicle Maintenance and Repair
Description	Consumer Price Index - All Urban Consumers	Consumer Price Index – Urban Wage Earners and Clerical Workers	Natural Gas for Compression at Customer’s Premises for Motor Vehicles	Consumer Price Index – All Urban Consumers, Motor Vehicle Maintenance and Repair
Series ID	CUURA422SA0	CWURA422SA0	G-NGV1	cuur0000setd
Adjusted	Not seasonally adjusted	Not seasonally adjusted	N/A	Not seasonally adjusted
Group	San Francisco-Oakland-Hayward Metropolitan Area	San Francisco-Oakland-Hayward Metropolitan Area	N/A	U.S. city average
Item	All items	All items		Motor vehicle maintenance and repair
Base Period	1982-84=100	1982-84=100	N/A	1982-84=100
Periodicity	Bi-monthly	Bi-monthly	Monthly	Monthly

* All indices published by the U.S. Bureau of Labor Statistics with the exception of the CNG Fuel Pricing Index, which is published by Pacific Gas and Electric Company Analysis and Rate Department.

3. ADJUSTMENT OF TOTAL CALCULATED COSTS

The cost categories of the main components of Total Calculated Costs are presented in detail in Exhibit G. Adjustments to these components to calculate costs for the coming Rate Period shall be calculated as follows:

A. Total Annual Cost of Operations

1. **Labor-Related Costs.** The Labor-Related Costs component of Total Calculated Costs includes several costs that shall be adjusted as follows:

- a. Labor-related costs subject to a Collective Bargaining Agreement. For the purposes of this Agreement, labor-related costs subject to a Collective Bargaining Agreement shall include three cost categories: (1) wage costs including costs for regular, overtime, holiday, vacation, and sick wages; (2) health and welfare costs; and (3) pension/retirement benefit costs.

These costs are shown under separate line items on Forms 6A, 6B, and 6C in Contractor's total proposed costs in Exhibit G for Rate Period One. To determine the costs for the coming Rate Period, each labor cost for the then-current Rate Period is to be adjusted in accordance with the procedures described in the then-current Collective Bargaining Agreement or increased seven percent (0.07), whichever is less. No adjustment shall be made to the number of personnel or hours presented in Exhibit G.

- b. Workers compensation. Workers compensation insurance premium costs for the coming Rate Period is Workers compensation insurance premium costs for the then-current Rate Period multiplied by one plus the Annual Percentage Change in the CPI-U.
 - c. Payroll taxes. Payroll taxes for the coming Rate Period are payroll taxes for the then-current Rate Period multiplied by labor-related costs for the coming Rate Period (e.g., the labor-related costs subject to a Collective Bargaining Agreement as determined in accordance with Section 3.A.1.a above) divided by the labor-related costs for the then-current Rate Period.
 - d. Other costs: Uniforms. Other costs for uniforms for the coming Rate Period are other cost for uniforms for the then-current Rate Period multiplied by one plus the Annual Percentage Change in the CPI-U.
 - e. Other costs: Transfer labor costs for Compostables. Other costs for transfer labor for Compostable Materials for the coming Rate Period are other costs for transfer labor for Compostable Materials for the then-current Rate Period multiplied by the labor-related costs for the coming Rate Period (e.g., the labor-related costs subject to a Collective Bargaining Agreement as determined in accordance with Section 3.A.1.a above) divided by the labor-related cost for the then-current Rate Period.
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 plus the Annual Percentage Change in the Motor Vehicle Maintenance and Repair Index.
 3. **Fuel Costs.** The Fuel Cost component of Total Calculated Costs Compensation for the then-current Rate Period is multiplied by one plus the Annual Percentage Change in the CNG Fuel Pricing Index.
 4. **Net Recyclables Processing Cost.** The Net Recyclables Processing Cost for the coming Rate Period is calculated as described in Exhibit I1.

6. **Net Composting Costs.** The Net Composting Cost per Ton for the then-current Rate Period is multiplied by one plus the Annual Percentage Change in the CPI-U then multiplied by the total Tons of Compostables Materials Collected for the most-recently completed 12-month period ending October 31. When calculating adjustment in Rate Period One to determine Rates for Rate Period Two, the total Tons of Compostable Materials shall be calculated as the average of the Tonnage Collected in July, August, September, and October 2010 multiplied by 12.
 7. **Other Costs.** The Other Costs component of the Total Calculated Costs for the then-current Rate Period is multiplied by one plus the Annual Percentage Change in the CPI-U.
 8. **Direct Depreciation.** Direct Depreciation is \$1,674,813 per year for Rate Periods One through Ten, is not annually adjusted. 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 in any subsequent Rate Periods unless Parties mutually agree to a different amount.
 9. **Container Replenishment Fund.** Average costs of containers purchased during the prior three years.
 10. **Allocated Costs (Labor, Vehicle, Fuel, and Other Costs).** The Allocated Costs (Labor, Vehicle, Fuel, and Other Costs) component for the then-current Rate Period will be multiplied by one plus the Annual Percentage Change in the CPI-U.
 11. **Start-Up and Allocated Depreciation Costs.** The Start-Up and Allocated Depreciation Costs shall be \$79,763 per year for Rate Period One through Ten, and are not annually adjusted. These costs shall be zero for all subsequent Rate Periods unless Parties mutually agree to a different amount.
 12. **Total Annual Cost of Operations.** The Total Annual Cost of Operations for the coming Rate Period equals the sum of the costs calculated in Sections (1) through (11) above.
- B. **Profit.** Profit for the coming Rate Period will be calculated by dividing the Total Annual Cost of Operations for the coming Rate Period (the value calculated in Section 3.A.12 above) by an operating ratio (0.90) and subtracting from the result the Total Annual Cost of Operations for the coming year.

$$\text{Profit} = \frac{\text{Total Annual Cost of Operations for Coming Rate Period}}{\text{Operating Ratio}} - \text{Total Annual Cost of Operations for Coming Rate Period}$$

C. Pass-Through Costs

1. **Disposal Cost and Other Tipping Fee Costs at Approved Disposal Site.** The Disposal Costs will be calculated by multiplying the Disposal fee at Approved Disposal Site for the coming Rate Period by the total Tons of Solid Waste Collected for the most-recently completed 12-month period ending October 31. When calculating adjustment in Rate Period One to determine Rates for Rate Period Two, the total Tons of Solid Waste shall be calculated as the average of the Tonnage Collected in July, August, September, and October 2010 multiplied by 12. If Contractor delivered materials such as clean dirt, concrete, wood, Construction and Demolition Debris to the Approved Disposal Site and paid the posted gate rate for such materials, these materials and the related Tonnages and tipping fees shall be treated separately from Solid Waste. In such case, the annual tipping fee costs for these materials shall be calculated in the same manner as that described in this Section 3.C.1 for Solid Waste. Residue from Recyclable Materials and Compostable Materials Processing activities shall not be included in the Disposal costs. Such costs shall be the responsibility of the Contractor.
2. **Interest Expense.** Interest Expense is \$406,906 in Rate Period One through Ten, is not annually adjusted, and shall be zero in any subsequent Rate Period unless Parties mutually agree to a different amount.
3. **Direct Lease Costs.** Direct Lease Costs are \$0.00 in Rate Period One through Ten, is not annually adjusted, and shall be zero in any subsequent Rate Period unless Parties mutually agree to a different amount.
4. **Allocated Lease Costs.** Allocated Lease Costs are \$0.00 for Rate Period One through Ten (including interest costs for Allocated General and Administrative of \$0.00, Allocated Vehicle Maintenance costs of \$0.00, and Allocated Container Maintenance of \$0.00) and shall be the same about for Rate Periods Eleven through Thirteen unless Parties mutually agree to a different amount.
5. **Compensation Deferral Adjustment.** When determining costs for Rate Periods Two and Three, \$400,000 shall be included as a pass-through cost to recover the compensation deferral (reduction to compensation) of \$800,000 in Rate Period One. This adjustment shall not occur in any subsequent Rate Periods.
6. **Total Pass-Through Costs.** Total Pass-Through Costs for the coming Rate Period are the sum of the amounts in Sections 3.C.1 through 3.C.5 above.

D. **Total Calculated Costs before City Fees.** The Total Calculated Costs before City Fees shall be the sum of the Total Annual Cost of Operations, Profit, and Total Pass-Through Costs for the coming Rate Period.

E. **City Fees (Pass-Through Fees)**

1. **Agreement Fee.** Agreement Fees, which shall equal 11% of the Total Calculated Costs, shall be calculated as follows: $0.1236 \times$ (Total Calculated Costs before City Fees plus the sum of other City Fees specified in Sections 3.E.2 through 3.E.6) and other adjustments, if any, pursuant to Section 3.F).
2. **Franchise Monitoring and Enforcement Fee.** The Franchise Monitoring and Enforcement Fee of the then-current Total Calculated Costs shall be multiplied by 1 plus the Annual Percentage Change in the CPI-W.
3. **Street Sweeping Services Fee.** The Street Sweeping Services Fee of the then-current Total Calculated Costs shall be multiplied by 1 plus the Annual Percentage Change in the CPI-W.
4. **Rate Review, Payment and Billings Audit, and Performance Review Fee.** The Rate Review, Payment and Billings Audit and Performance Review Fee of the then-current Total Calculated Costs shall be multiplied by 1 plus the Annual Percentage Change in the CPI-W.
5. **Vehicle Impact Fee.** The Vehicle Impact Fee of the then-current Total Calculated Costs shall be multiplied by 1 plus the Annual Percentage Change in the CPI-U.
6. **Neighborhood Preservation Fee.** The Neighborhood Preservation Fee of the then-current Total Calculated Costs shall be multiplied by 1 plus the Annual Percentage Change in the CPI-W.
7. **Third Party Fees.** From time to time during the Term of the Agreement, it may be necessary to make other adjustments to the Rates to cover Contractor's additional reasonably-related costs in collecting Third Party Fees in accordance with Section 7.7 of the Agreement as mutually agreed to by the Parties.
8. **SB 1383 Fees.** The SB 1383 Fee based on the then-current Total Calculated Costs shall be multiplied by 1 plus the Annual Percentage Change in the CPI-U.
9. **Total City Fees.** The Total City Fees for the coming Rate Period shall equal costs calculated in Section 3.E.1 through 3.E.6 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, will be pass-through fees and reflected in the Total City Fees.

- 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 Contractor obtains grant funds or subsidies from the StopWaste.Org Food Scrap Subsidy and Incentive payment programs, the annual amount of funds Contractor received or is forecasted to receive will be reflected as an adjustment. In such case, the adjustment would be a reduction to the Total Calculated Costs to reduce the Rates since Contractor's has secured funds from other sources to cover a portion of the costs.
- H. **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 Pass-Through Costs, Total City Fees, Other Adjustments (if applicable), and Revenue Reconciliation Adjustment (if applicable) for the coming Rate Period.

4. 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.

Due to anticipated Revenue Shortfalls in Rate Year One and Rate Year Two, rate increases in Rate Years Two and Three will also incorporate an amount mutually agreed upon between the City and Contractor in order to fully compensate Contractor for costs as identified in Contractor's proposal for Rate Year One, and costs identified in Contractor's Rate Adjustment Application for Rate Year Two. This amount for Rate Period Two will be \$1,707,792 and the amount will be projected and mutually agreed upon as part of the Rate Adjustment Application for Rate Period Three.

Therefore, the Rate Adjustment Factor for Rate Year Two shall be 14%. The Total Estimated Contractor Gross Revenue for the current Rate Period divided by the Adjusted Total Calculated costs for the upcoming Rate Period shall result in the rate increase in Rate Period Three rounded to the nearest thousandth, as depicted in Table Three, Exhibit I.

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. The adjustment to each fee shall be rounded to the nearest cent.

6. EXAMPLE

The following example (Table 2) illustrates the index-based adjustment method for determining Rates for Rate Period Two. The dollar amounts shown are the Proposed Total Calculated Costs for Rate Period One (July 1, 2010 through June 30, 2011) and the adjustment factors are based on assumed changes in the various indices between the average index values for the 12 months ending October 2009 and for the 12 months ending October 2010.

Assumptions for Example Adjustment to Contractor's Compensation:

Most-Recently Completed Rate Period = Use period from July 1, 2008 through June 30, 2009 (note that at the time calculations for the Rate Period Two Rate adjustments are performed a full Rate Period will not have been completed)

Then-current Rate Period = Rate Period One (July 1, 2010 through June 30, 2011)

Coming Rate Period = Rate Period Two (July 1, 2011 through June 30, 2012)

Labor-related costs subject to a collective bargaining agreement were determined to increase 5%. Payroll taxes and transfer labor for compostables to increase at same rate pursuant to this Exhibit I

Disposal cost for the then-current Rate Period = \$34.53 per Ton

Net Recyclables Processing Costs per Ton for the then-current Rate Period = \$50.00 per Ton

Recyclables Revenue Share = \$5.00 per ton

Net Composting Costs per Ton for the then-current Rate Period = \$38.00 per ton

Tonnages for the most-recently completed 12-month period ending October 31:

Solid Waste – 59,000 Tons

Recyclable Materials – 13,000 Tons

Compostable Materials – 17,000 Tons

TABLE 2
Example Calculation of Annual Percentage Change in Price Indices

		CPI-U	CPI-W	CNG Fuel Pricing Index	Motor Vehicle Maintenance and Repair
Average index value for 12-month period ending October of the then-current Rate Period (e.g., Rate Period One; therefore, average index value for November 2009 to October 2010)	Nov 2009			\$0.8160	239.2
	Dec 2009	226.2	223.2	\$0.8815	239.8
	Jan 2010			\$0.8487	240.0
	Feb 2010	228.3	223.9	\$0.8823	240.7
	Mar 2010			\$0.9075	241.2
	Apr 2010	229.5	224.9	\$0.9875	241.9
	May 2010			\$1.0168	242.2
	Jun 2010	230.9	225.5	\$1.1557	242.8
	July 2010			\$1.4332	243.1
	Aug 2010	232.1	226.3	\$1.1811	243.6
	Sep 2010			\$0.8546	244.0
	Oct 2010	234.2	227.1	\$0.7319	244.5
	<i>Average</i>	<i>230.2</i>	<i>225.2</i>	<i>\$0.9747</i>	<i>241.9</i>
Average index value for 12-month period ending October of the most-recently completed Rate Period (use average index value for November 2008 to October 2009))	Nov 2008			\$0.7378	231.1
	Dec 2008	218.3	219.1	\$0.6265	231.5
	Jan 2009			\$0.7967	232.0
	Feb 2009	219.8	220.2	\$0.7158	232.8
	Mar 2009			\$0.5912	234.2
	Apr 2009	220.8	221.6	\$0.5103	234.7
	May 2009			\$0.3982	235.4
	Jun 2009	221.2	221.9	\$0.4876	235.9
	July 2009			\$0.4957	236.1
	Aug 2009	223.5	222.1	\$0.4834	236.9
	Sep 2009			\$0.4294	237.8
	Oct 2009	224.8	222.8	\$0.4198	238.2
	<i>Average</i>	<i>221.4</i>	<i>221.3</i>	<i>\$0.5577</i>	<i>234.7</i>
Annual Percentage Change		0.040	0.018	0.748	0.031

Note: All values presented in this table are hypothetical and used for illustrative purposes only.

6. OTHER

If an index described in Section 2 is discontinued, the successor index with which it is replaced will be used for subsequent calculations. If no successor index is identified by the Bureau of Labor Statistics, the index published by the Bureau which is most comparable will be used.

EXHIBIT I1
NET RECYCLABLES PROCESSING COST ADJUSTMENT
METHODOLOGY

EXHIBIT I1

NET RECYCLABLES PROCESSING COST ADJUSTMENT METHOD

1. General

The purpose of this Exhibit I1 is to describe and illustrate the method by which the Contractor will calculate the annual adjustment to Net Recyclables Processing Costs under Exhibit I or Exhibit J, depending on the method used for each Rate Period. The intent of the Parties is to limit the adjustment of Processing costs to inflationary indices, but allow adjustment of both the value of Recyclable commodities and Disposal based on the actual operating results of the Approved Recyclable Materials Processing Facility.

2. Adjustment of Net Recyclables Processing Costs

The cost categories of the main components of Net Recyclables Processing Costs are presented in detail in Section 3 below. Adjustments to these components to calculate costs for the coming Rate Period shall be calculated as follows:

A. Total Annual Cost of Operations

1. **Labor-Related Costs.** The Labor-Related Costs component of the Net Recyclables Processing Costs for the then-current Rate Period is multiplied by one plus the Annual Percentage Change in the CPI-U.
2. **Repairs and Maintenance.** The Repairs and Maintenance Costs component of the Net Recyclables Processing Costs for the then-current Rate Period is multiplied by one plus the Annual Percentage Change in the CPI-U.
3. **Transportation.** The Transportation Costs component of the Net Recyclables Processing Costs for the then-current Rate Period is multiplied by one plus the percentage change from one Rate Period to another resulting from the calculation in Section 2.B below.
4. **General and Administrative.** The General and Administrative Costs component of the Net Recyclables Processing Costs for the then-current Rate Period is multiplied by one plus the Annual Percentage Change in the CPI-U.
5. **Other Operational.** The Other Operational Costs component of the Net Recyclables Processing Costs for the then-current Rate Period is multiplied by one plus the Annual Percentage Change in the CPI-U.

6. **Depreciation.** The Depreciation Costs component of the Net Recyclables Processing Costs is one million three hundred and four thousand twelve dollars and nineteen cents (\$1,304,012.19) per year for all Rate Periods and is not adjusted.
 7. **Interest.** The Interest Costs component of the Net Recyclables Processing Costs is three hundred and three thousand six hundred and forty nine dollars and twenty three cents (\$303,649.23) per year for all Rate Periods and is not adjusted.
 8. **Total Annual Cost of Operations.** The Total Annual Cost of Operations portion of the Net Recyclables Processing Costs for the coming Rate Period equals the sum of the costs calculated in subsections (1) through (7) above.
- B. Residue Disposal Cost.** The Residue Disposal Costs shall equal the total actual cost of Disposal for any and all Residue which cannot be marketed by Contractor. The per-Ton cost of Disposal for the purposes of this Exhibit I1 may not exceed the Disposal tip fee at the Designated Disposal Facility. Contractor shall engage a third party to design and perform a Residue characterization of the Recyclable Materials Processed at the Approved Recyclable Materials Processing Facility a minimum of one time per calendar year. Contractor shall propose a study methodology that must include separately Processing at least thirty (30) Tons of Recyclable Materials, stratified across no fewer than three distinct days of service, from the City at the Approved Recyclable Materials Processing Facility under normal operating conditions for the facility (i.e. staffing levels, belt speed, burden depth, etc.). The methodology must be approved by the City Contract Manager in writing prior to Contractor conducting such a study. The results of that study shall be used to determine the allowable level of Residue Disposal Costs for the upcoming Rate Period. The City shall be notified at least thirty (30) days in advance of each annual study and Contractor shall invite the City Contract Manager to observe all aspects of the study.
- C. Recyclable Commodity Value.** The Recyclable Commodity Value shall equal the net of total gross revenues for the sale of marketable materials less the cost paid to buyers for marketable materials by the Approved Recyclable Materials Processing Facility as a result of marketing Processed Recyclable Materials.
- D. Profit.** Contractor's profit shall equal five percent (5%) of the total Recyclable Commodity Value plus an operating ratio of ninety percent (90%) on the Total Annual Cost of Operations calculated in subsection 2.A.8 above.
- E. Net Recyclables Processing Costs.** The Net Recyclables Processing Costs shall equal the Total Annual Cost of Operations calculated in subsection 2.A.8 above, plus the Residue Disposal Cost, less Recyclable Commodity Value, plus Profit.
- F. Per Ton Net Recyclables Processing Costs.** The Net Net Recyclables Processing Costs shall be divided by the total Tons Processed, from all sources, by the Approved Recyclable Materials Processing Facility.

G. Net Recyclables Processing Costs. The total Net Recyclables Processing Costs to be used under Exhibit I or Exhibit J, depending on which method is used in a given Rate Period, shall equal the Per Ton Net Recyclables Processing Costs multiplied by the Tons of Recyclable Materials Collected by Contractor during the most recently completed twelve month period.

3. Components of Net Recyclables Processing Costs

The table below presents Contractor’s proposed Rate Period 11 (annualized) cost components for the Approved Recyclable Materials Processing Facility. These values shall form the baseline for calculating all adjustments under this Exhibit I1.

Cost Component	Rate Period 11 Value
ANNUAL COST OF OPERATIONS	
Labor-Related	\$6,172,172.45
Repairs and Maintenance	\$444,100.24
Transportation	\$1,347,962.37
General and Administrative	1,017,828.70
Other Operational	\$560,207.73
Depreciation	\$1,304,012.19
Interest	\$303,649.23
TOTAL ANNUAL COST OF OPERATIONS	\$11,149,932.92
Residue and Unmarketable Commodity Disposal Cost	\$1,376,156.31
95% of Recyclable Commodity Value	(\$3,260,954)
Profit	\$1,417,419
Net Recyclables Processing Costs	\$9,038,394.36

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EXHIBIT J
COST-BASED RATE ADJUSTMENT MECHANISM

EXHIBIT J COST-BASED RATE ADJUSTMENT METHODOLOGY

1. PURPOSE

The City shall use the cost-based Rate adjustment method described in this Exhibit to determine Rates for Rate Periods Sixteen and Twenty, and Rate Period Twenty-Two will be index-based unless a cost based adjustment is requested in accordance with Section 8.2 of the Agreement.

The cost-based rate 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 forecast the Total Calculated Costs for the coming Rate Period. The lesser of nine percent (9%) or the difference (measured as a percentage) between the forecasted Total Calculated Costs for the coming Rate Period and the Gross Revenue of the most-recently completed 12-month period ending October 31 (adjusted to reflect the most recent Rate adjustment) shall be 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 costs, the number of Customers, and the service level of Customers.

2. DEFINITIONS

In addition to the terms defined in Article 1, all defined terms presented in Section 2 of Exhibit I are applicable to this Exhibit J.

3. FORECASTING TOTAL CALCULATED COSTS

The Total Calculated Costs 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 Total Annual Cost of Operations.** Contractor's financial statement, books, and records shall be reviewed to determine Contractor's Actual 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. Forecasted labor-related costs
 - b. Forecasted vehicle-related costs (excluding fuel)
 - c. Forecasted fuel costs
 - d. Forecasted Recyclables Processing Cost
 - e. Forecasted Recyclables Processing Revenues
 - f. Forecasted Net Composting costs

- g. Forecasted other costs (as defined on Cost Form 6 of Exhibit G)
- h. Forecasted direct depreciation costs
- i. Forecasted allocated costs (labor, vehicle, fuel and other costs)
- j. Revenue reconciliation adjustment (for Rate Period Four if applicable)
- k. Forecasted start-up and allocated depreciation costs

2. **Calculate Allowable Costs.** Contractor shall calculate Allowable Total Annual Cost of Operations for most-recently completed Rate Period by adjusting Actual Total Annual Cost of Operations for the most-recently completed Rate Period (determined in accordance with Section 3.A.1 of this Exhibit) to deduct non-allowable costs. The Allowable Total Annual Cost of Operations shall be reported in the cost categories identified in Section 3.A.1 of this Exhibit. Non-allowable costs which shall be deducted from actual costs include the following:

- a. Labor and equipment costs for personnel and vehicles that are not specified in Exhibit G.
- b. Labor costs resulting from adjustments to wages, health and welfare, and pension/retirement costs that are in excess of the adjustment made in accordance with the procedures described in the then-current Collective Bargaining Agreement or seven percent (7%), whichever is less pursuant to Section 3.A.1.a of Exhibit I.
- c. Payments to directors and/or owners of Contractor unless paid as reasonable compensation for services actually rendered.
- d. Travel expenses and entertainment (above \$5,000 annually in total) expenses, unless authorized in advance by the City.
- e. Payments to repair damage to property of third parties or the City for which Contractor is legally liable.
- f. Fines for penalties of any nature.
- g. Liquidated Damages assessed under this Agreement.
- h. Federal or State income taxes.
- i. Charitable or political donations.
- j. Depreciation or interest expense for Collection vehicles, Containers, other equipment, offices and other facilities if such items are leased as specified in Exhibit G.

- k. Attorney's fees and other expenses incurred by Contractor in any court proceeding in which the City and Contractor are adverse Parties, unless Contractor is the prevailing Party in such proceeding.
 - l. Attorney's fees and other expenses incurred by Contractor arising from any act or omission in violation of this Agreement.
 - m. 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 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.
 - n. Payments to Related-Party Entities for products or services, in excess of the cost to the Related-Party Entities for those products or services.
 - o. Goodwill.
 - p. Unreasonable profit sharing distributions.
 - q. Depreciation and interest expenses in excess of that specified on Forms 6 and 10 in Exhibit G including costs for replacement of Containers because the useful life of such Containers was less than anticipated.
 - r. Administrative costs greater than the administrative costs proposed for Rate Period One (as presented in Exhibit G) adjusted using the CPI-U in the manner described in Section 3.A.3.g of this Exhibit.
 - s. Bad debt write-offs in excess of 0.5% of annual Gross Rate Revenues.
3. **Forecasted Total Annual Cost of Operations.** Forecasted Total Annual Cost of Operations for the coming Rate Period shall be calculated based on Allowed Total Cost of Operations for the most-recently completed Rate Period determined in accordance with Section 3.A.2 of this Exhibit. The forecasts shall be performed in the following manner:
- a. Forecasted labor-related costs include several costs that shall be adjusted as follows:
 - 1. Labor-related costs subject to a Collective Bargaining Agreement. For the purposes of this Agreement, labor-related costs subject to a Collective

Bargaining Agreement shall include three cost categories: (1) wage costs including costs for regular, overtime, holiday, vacation, and sick wages; (2) health and welfare costs; and (3) pension/retirement benefit costs. These costs are shown under separate line items on Forms 6A, 6B, and 6C in Contractor's total proposed costs in Exhibit G for Rate Period One. To determine the forecasted costs for the coming Rate Period, each allowable labor cost for the then-current Rate Period are to be adjusted in accordance with the procedures described in the then-current Collective Bargaining Agreement or increased seven percent (7%), whichever is less.

2. Workers compensation. Forecasted workers compensation insurance premium costs for the coming Rate Period is allowable workers compensation insurance premium costs for the then-current Rate Period multiplied by one plus the Annual Percentage Change in the CPI-U.
 3. Payroll taxes. Forecasted payroll taxes for the coming Rate Period are the allowable payroll taxes for the then-current Rate Period multiplied by the forecasted wage costs for the coming Rate Period (determined in accordance with Section 3.A.3.a above) divided by the allowable wage cost for the then-current Rate Period.
 4. Other costs: Uniforms. Forecasted other costs for uniforms for the coming Rate Period are other cost for uniforms for the then-current Rate Period multiplied by one plus the Annual Percentage Change in the CPI-U.
 5. Other costs: Transfer labor costs for Compostables. Forecasted other costs for transfer labor for Compostable Materials for the coming Rate Period are allowable other costs for transfer labor for Compostable Materials for the then-current Rate Period multiplied by the forecasted wage costs for the coming Rate Period (determined in accordance with Section 3.A.3.a.1 above) divided by the allowable wage cost for the then-current Rate Period.
- b. Forecasted vehicle-related costs (excluding fuel costs) shall be calculated for the coming Rate Period by (i) multiplying the Allowed vehicle-related costs for the most-recently completed Rate Period by 1 plus the Annual Percentage Change in the Motor Vehicle Maintenance and Repair Index, and (ii) multiplying the result of step one by the same percentage change used in step one.
 - c. Forecasted fuel costs shall be calculated for the coming Rate Period by (i) multiplying the Allowed fuel costs for the most-recently completed Rate Period by 1 plus the Annual Percentage Change in the CNG Fuel Price Index, and (ii) multiplying the result of step one by the same percentage changed used in step one.
 - d. Forecasted Net Recyclables Processing Costs for the coming Rate Period is calculated as described in Exhibit I1.

- f. Forecasted Net Composting costs shall be calculated for the coming Rate Period in the following manner:

Forecasted Net Composting cost = (Net Composting Cost per Ton for the then-current Rate Period) x (1 + Annual Percentage Change in the CPI-U) x (total Tons of Compostables Materials Collected for the most-recently completed 12-month period ending October 31).

- g. Forecasted 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 1 plus the Annual Percentage Change in CPI-U, and (ii) multiplying the result of step one by 1 plus the Annual Percentage Change in CPI-U.
- h. Forecasted direct depreciation expense shall be \$1,674,813 for Rate Periods Four and Eight, which is the amount specified in Exhibit G for vehicles, Containers, and facilities.
- i. Forecasted allocated labor-related, vehicle-related and other costs shall be calculated for the coming Rate Period by (i) multiplying the allowed allocated costs for most-recently completed Rate Period by 1 plus the Annual Percentage Change in CPI-U, and (ii) multiplying the result of step one by 1 plus the Annual Percentage Change in CPI-U.
- j. Forecasted allocated depreciation expense and start-up costs shall be \$79,763 for Rate Periods Four and Eight, which is the amount specified in Exhibit G for vehicles, Containers, and facilities.
- k. Forecasted Total Annual Cost of Operations for coming Rate Period shall equal the sum of the following costs, which shall have been calculated in accordance with procedures in this Section:

- (1) Forecasted labor-related costs
- (2) Forecasted vehicle-related costs (excluding fuel costs)
- (3) Forecasted fuel costs
- (4) Forecasted Recyclables Processing Costs
- (5) Forecasted Recyclables Processing Revenues
- (6) Forecasted net Composting costs
- (7) Forecasted other costs
- (8) Forecasted direct depreciation expense
- (9) Forecasted allocated costs (labor, vehicle, fuel, and other costs)
- (10) Forecasted start-up and allocated depreciation costs

B. Forecasted Profit. Contractor shall be entitled to Profit on Forecasted Total Annual Cost of Operations. Profit for the coming Rate Period will be calculated by dividing the Total Annual Cost of Operations for the coming Rate Period (the value calculated in Section

3.A.3.k above) by an operating ratio (0.90) and subtracting from the result the Total Annual Cost of Operations for the coming year.

$$\text{Profit} = \frac{\text{Total Annual Cost of Operations for Coming Rate Period}}{\text{Operating Ratio}} - \text{Total Annual Cost of Operations for Coming Rate Period}$$

C. Forecasted Pass-Through Costs. Pass-Through Costs for the coming Rate Period shall be forecasted in the following manner:

1. **Disposal Cost.** The Disposal Costs will be calculated by multiplying the Disposal fee at Approved Disposal Site for the coming Rate Period by the total Tons of Solid Waste Collected for the most-recently completed 12-month period ending October 31. If Contractor delivered materials such as clean dirt, concrete, wood, Construction and Demolition Debris to the Approved Disposal Site and paid the posted gate rate for such materials, these materials and the related Tonnages and tipping fees shall be treated separately from Solid Waste. In such case, the annual tipping fee costs for these materials shall be calculated in the same manner as that described in this Section 3.C.1 for Solid Waste. Residue from Recyclable Materials and Compostable Materials Processing activities shall not be included in the Disposal costs. Such costs shall be the responsibility of the Contractor.
2. **Interest Expense.** Interest Expense is \$406,906 for Rate Periods Four and Eight.
3. **Direct Lease Costs.** Direct Lease Costs are \$0 for Rate Periods Four and Eight.
4. **Allocated Lease Costs.** Allocated Lease Costs are \$0 for Rate Periods Four and Eight (including interest costs for Allocated General and Administrative of \$0, Allocated Vehicle Maintenance costs of \$0, and Allocated Container Maintenance of \$0).
5. **Compensation Deferral Adjustment.** No compensation deferral adjustment shall be included in Rate Periods Four or Eight.
6. **Total Forecasted Pass-Through Costs.** Total Forecasted Pass-Through Costs for the coming Rate Period are the sum of the amounts in Sections 3.C.1 through 3.C.5 above.

D. Forecasted Total Calculated Costs before City Fees. The Forecasted Total Calculated Costs before City fees shall be the sum of the Forecasted Total Annual Cost of Operations, Forecasted Profit, and Forecasted Total Pass-Through Costs for the coming Rate Period.

E. Forecasted City Fees (Pass-Through Fees)

1. **Agreement Fee.** The Agreement Fee, which shall equal 11% of the Total Calculated Costs, shall be calculated as follows: $0.1236 \times (\text{Total Calculated Costs before City Fees plus the sum of other City Fees specified in Sections 3.E.2 through 3.E.6 and other adjustments, if any, pursuant to Section 3.F})$.
 2. **Franchise Monitoring and Enforcement Fee.** The Franchise Monitoring and Enforcement Fee of the then-current Total Calculated Costs shall be multiplied by 1 plus the Annual Percentage Change in the CPI-W.
 3. **Street Sweeping Services Fee.** The Street Sweeping Services Fee of the then-current Total Calculated Costs shall be multiplied by 1 plus the Annual Percentage Change in the CPI-W.
 4. **Rate Review, Payment and Billings Audit, and Performance Review Fee.** The Rate Review, Payment and Billings Audit, and Performance Review Fee of the then-current Total Calculated Costs shall be multiplied by 1 plus the Annual Percentage Change in the CPI-W.
 5. **Vehicle Impact Fee.** The Vehicle Impact Fee of the then-current Total Calculated Costs shall be multiplied by 1 plus the Annual Percentage Change in the CPI-U.
 6. **Neighborhood Preservation Fee.** The Neighborhood Preservation Fee of the then-current Total Calculated Costs shall be multiplied by 1 plus the Annual Percentage Change in the CPI-W.
 7. **Third Party Fees.** From time to time during the Term of the Agreement, it may be necessary to make other adjustments to the Rates to cover Contractor's additional reasonably-related costs in collecting Third Party Fees in accordance with Section 7.7 of the Agreement as mutually agreed to by the Parties.
 8. **SB 1383 Fees.** The SB 1383 Fee based on the then-current Total Calculated Costs shall be multiplied by 1 plus the Annual Percentage Change in the CPI-U.
 9. **Total City Fees.** The Total City Fees for the coming Rate Period shall equal costs calculated in Sections 3.E.1 through 3.E.6 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, will be pass-through fees and reflected in the Total City Fees.
- F. **Other Adjustments.** As described in Section 3.F of Exhibit I, other adjustments may be included during the Term of the Agreement.
- G. **Revenue Reconciliation Adjustment.** Adjustments identified in Section 8.7 of the Agreement will apply toward the Revenue Reconciliation Account in equal increments over the term of the Revenue Reconciliation Schedule as noted in Section 8.7.D.

H. **Forecasted Total Calculated Costs.** The Total Calculated Costs for the coming Rate Period shall equal the sum of the Forecasted Total Cost of Operations, Forecasted Profit, Forecasted Pass-Through Costs, Forecasted City Fees, Other Adjustments (if applicable), and revenue reconciliation adjustment (if applicable) for the coming Rate Period determined in accordance with Section 3 of this Exhibit.

4. RATE ADJUSTMENT FACTOR

The Rate Adjustment Factor shall equal the Forecasted Total Calculated Costs for the coming Rate Period divided by the Gross Revenue for the most-recently completed 12-month period ending October 31 (adjusted to reflect the most-recent Rate adjustment), which shall be rounded to the nearest thousandth, or nine percent (9%), whichever is less. The adjustment to Gross Revenue shall be calculated by (1) multiplying the Gross Revenue for November through June by the Rate Adjustment Factor used to determine Rates for the then-current Rate Period, and (2) adding Gross Revenue for July to October to the amount determined in Step 1.

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.

EXHIBIT K
SECRETARY'S CERTIFICATION

EXHIBIT K
SECRETARY'S CERTIFICATION

The undersigned, being the Secretary of Livermore Sanitation, Inc. ("the Contractor"), does hereby certify that the following resolution was adopted by the Board of Directors of the Contractor and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

RESOLVED, that each of Louis Pellegrini, President, Don A. Arata, Vice President, and Douglas H. Button, Secretary, be, and hereby is, authorized to sign this Agreement and execute by and on behalf of the Contractor any and all agreements, instruments, documents or papers, as he/she may deem appropriate or necessary, pertaining to or relating to the Agreement between the City of Livermore and Livermore Sanitation, Inc., and that any such action taken to date is hereby ratified and approved.

Dated: March 1, 2020



Douglas H. Button, Secretary

EXHIBIT L
PERFORMANCE BOND



RLI Surety
A Division of RLI Insurance Company
P.O. Box 3967 Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-692-8637

RIDER

TO BE ATTACHED TO AND FORM PART OF BOND NO. CMS0249306

It is hereby mutually agreed and understood by the Principal,
Livermore Sanitation, Inc.

and

RLI Insurance Company

that the Surety bond issued on behalf of Livermore Sanitation, Inc. in the amount of Three Million and no/100s dollars (\$3,000,000.00), for the period October 1, 2013 and ending on September 30, 2014 has been changed to the following:

Effective February 1, 2014 the above bond CMS0249306 has been approved to be increased by an additional Two Million and no/100s dollar, (\$2,000,000.00). The new bond amount for bond CMS0249306 effective February 1, 2014 and ending September 30, 2014 is Five Million and no/100s dollars (\$5,000,000.00).

Nothing contained herein shall vary, alter, waive or extend any of the terms, limits, or conditions of the bond, except as set forth above.

This Rider becomes effective on February 1, 2014, at twelve and one minute o'clock a.m., Standard Time.

Signed this 1, day of March, 2014

RLI Insurance Company

By: Tammy I. Gaw
Tammy I. Gaw, Attorney-in-Fact



RLI Surety
 P.O. Box 3967 | Peoria, IL 61612-3967
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY
RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:

Tammy Gaw

in the City of Sunnyvale, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 20th day of March, 2013.



RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President

State of Illinois }
 County of Peoria } SS

CERTIFICATE

On this 20th day of March, 2013, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 1 day of March, 2014.

By: [Signature]
 Jacqueline M. Bockler Notary Public

RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President



0182411020212

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1109

State of California

County of SANTA CLARA

On MARCH 3, 2014 before me, - CHERYL L. GREGORY, NOTARY PUBLIC

personally appeared TAMMY I SAW



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are-subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their-authorized capacity(ies), and that by his/her/their- signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Cheryl L. Gregory

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: RIDER TO BOND # CMS0249306

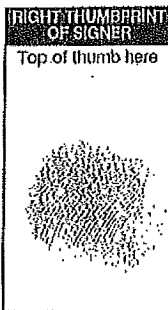
Document Date: MARCH 4, 2014 Number of Pages:

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

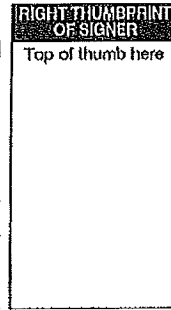
Signer's Name: TAMMY SAW

- Corporate Officer - Title(s):
Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer's Name:

- Corporate Officer - Title(s):
Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer is Representing: RLI INSURANCE COMPANY

Signer is Representing:

RLI Insurance Company
Annually Renewable Performance Bond
BOND CMS249306 Premium: \$45,000.00 annually

KNOW ALL MEN BY THESE PRESENTS: That **Livermore Sanitation, Inc.** (hereinafter called the Principal), and **RLI Insurance Company** (hereinafter called the Surety), are held and firmly bound unto **The City of Livermore** (hereinafter called the Obligee), in the full and just sum of **Three Million and no/ 100s Dollars (\$3,000,000.00)** the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligee have entered into a written Agreement dated the 28 day of ~~Sept~~ 2009 for **Solid Waste, Recyclable Materials, and Compostable Materials Services** for a period of **Ten (10)** years which Agreement is hereby referred to and made a part hereof.

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said Agreement for a period of one year.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every obligation in said Agreement at the time and in the manner specified during the term of this bond, and shall reimburse said Obligee for any loss which said Obligee may sustain by reason of failure or default on the part of said Principal, than this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That this bond is subject to the following conditions:

1. This bond is for the term beginning **October 1, 2009** and ending **October 1, 2010**. The bond may be renewed for additional terms at the option of the surety, by continuation certificate executed by the Surety. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.
2. In the event of default by the Principal, Obligee shall deliver to Surety by certified mail, a written statement of the facts of such default, within thirty (30) days of the occurrence. Within ten (10) days of any notice of default that potentially creates a health or safety threat and within thirty (30) days of all other notices of default, the Surety will have the right and opportunity, at its sole discretion, to: a) cure the default; b) assume the remainder of the Agreement and to perform or sublet same in accordance with its terms and conditions; c) or to tender to the Obligee funds sufficient to pay the cost of completion less the balance of the Agreement price up to an amount not to exceed the penal sum of the bond. In no event shall the Surety be liable for fines, penalties, liquidated damages, or forfeitures assessed against the Principal.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.

4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrator or successors of Obligee.
5. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying Agreement, then the terms of this bond shall prevail.
7. This bond shall not bind the Surety unless the bond is accepted by the Obligee. The acknowledgement and acceptance of this bond is demonstrated by signing where indicated below. If this obligation is not accepted by way of Obligee signature below, with a copy of the acknowledged bond returned to the Surety within 30 days of execution, this bond shall be deemed null and void ab initio.

Signed and sealed this 28th day of September, 2009.

PRINCIPAL:

Livermore Sanitation, Inc. (seal)

David Kelley Pres

(Name & Title)

SURETY:

RLI Insurance Company (seal)

Margareta T. Thorsen

Margareta T. Thorsen

Attorney-in-Fact

THE ABOVE TERMS AND CONDITIONS OF THIS BOND HAVE BEEN REVIEWED AND ACCEPTED BY THE OBLIGEE.

ACKNOWLEDGED AND ACCEPTED BY OBLIGEE:

BY:

PRINTED NAME/TITLE: _____

DATE: _____

PLEASE RETURN A COPY OF ACCEPTED BOND TO:

Elaine Slipe

RLI Commercial Surety

6303 Owensmouth Avenue, 10th Floor

Woodland Hills, CA 91367

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 9/28/09 before me, Donna Mac Lellan, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Margareta T. Thorsen
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Donna Mac Lellan
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

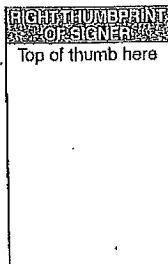
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____



RLI Surety
 P.O. Box 3967 | Peoria, IL 61612-3967
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:

Margareta T. Thorsen

in the City of Pasadena, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 25th day of February, 2009.



RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President

State of Illinois }
 County of Peoria } SS

CERTIFICATE

On this 25th day of February, 2009, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 28th day of September 2009.

By: [Signature]
 Jacqueline M. Bockler Notary Public

RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President



0467405030110



RLI Surety
A Division of RLI Insurance Company
P.O. Box 3967 Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-692-8637

RIDER

TO BE ATTACHED TO AND FORM PART OF BOND NO. CMS0249306

It is hereby mutually agreed and understood by the Principal,
Livermore Sanitation, Inc.

and

RLI Insurance Company

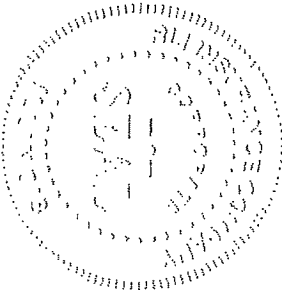
that the referenced surety bond issued on behalf of Livermore Sanitation, Inc. and extended by continuation certificate in the amount of Five Million and no/100s dollars (\$5,000,000.00) for the period beginning October 1, 2019 and ending on September 30, 2020 will be changed as follows:

The bond amount will be increased by an additional Two Million Two Hundred Fifty Thousand dollars and no/100s dollar, (\$2,250,000.00). The new bond amount of Seven Million Two Hundred Fifty Thousand dollars and no/100s dollar (\$7,250,000.00) will be effective for the term beginning July 1, 2020 and ending June 30, 2021.

Nothing contained herein shall vary, alter, waive or extend any of the terms, limits, or conditions of the bond, except as set forth above.

This Rider becomes effective on July 1, 2020, at twelve and one minute o'clock a.m., Standard Time.

Signed this 5, day of March



RLI Insurance Company

By: Tammy I. Gaw
Tammy I. Gaw, Attorney-in-Fact



RLI Surety
 P.O. Box 3967 | Peoria, IL 61612-3967
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:
Tammy Gaw

in the City of Sunnyvale, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

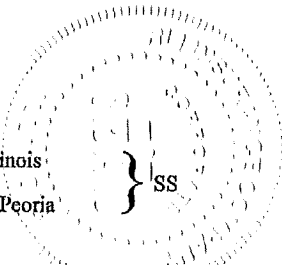
IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 20th day of March, 2013.

RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President



State of Illinois }
 County of Peoria } SS



On this 20th day of March, 2013, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: [Signature]
 Jacqueline M. Bockler Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 5th day of March, 2020

RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara)

On 02/05/2020 before me, Himanshu Vyas, Notary Public
(insert name and title of the officer)

personally appeared Tammy Crad,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature H.V. Vyas

(Seal)

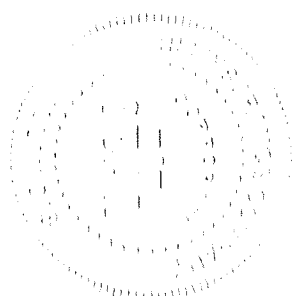


CONTINUATION CERTIFICATE

RLI Insurance Company hereby continues in force Bond No CMS0249306 briefly described as Faithful Performance Bond – Livermore Sanitation, Inc. Services Contract bound unto the City of Livermore on behalf of Livermore Sanitation, Inc. in the sum of Five Million Dollars (\$5,000,000), for the term beginning 1st day of October, 2019 and ending the 30th day of September, 2020 subject to all the covenants and conditions of the original bond referred to above.

This Continuation Certificate is executed upon the express condition that the Undersigned company's liability under said bond and under this and all Continuation Certificates issued in connection therewith shall not be cumulative and shall not in any event exceed the amount of said bond as hereinbefore set forth.

Dated this 1st day of October 2019.



RLI INSURANCE COMPANY

By: Tammy I. Gaw
Tammy I. Gaw, Attorney-in-Fact



RLI Surety
 P.O. Box 3967 | Peoria, IL 61612-3967
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:

Tammy Gaw

in the City of Sunnyvale, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

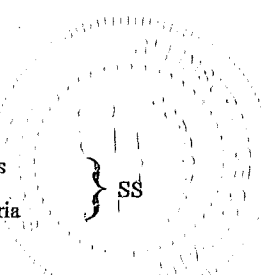
The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 20th day of March, 2013.

State of Illinois }
 County of Peoria }



RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President

CERTIFICATE

On this 20th day of March, 2013, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this day of .

By: [Signature]
 Jacqueline M. Bockler Notary Public

RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President



0482411020212

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)

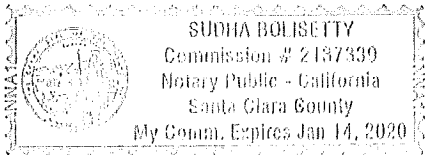
On Oct 14th, 2019 before me, Sudha Bolisetty, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Tammy Graw
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Continuation Certificate Document Date: 10/11/19
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Tammy Graw
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing: OADL

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

EXHIBIT M
CONTRACTOR'S PROPOSAL

(Contractor's Proposal is on file in City Clerk's Office)

EXHIBIT N
INTENTIONALLY DELETED

EXHIBIT O
INTENTIONALLY DELETED

EXHIBIT P

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF LIVERMORE, ALAMEDA COUNTY AND
LIVERMORE SANITATION, INC. REGARDING SOLID
WASTE AND RECYCLING SERVICES**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LIVERMORE,
ALAMEDA COUNTY AND LIVERMORE SANITATION, INC. REGARDING SOLID WASTE
AND RECYCLING SERVICES**

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), dated for reference purposes as of November 6, 2012, is entered into by and between the CITY OF LIVERMORE, a municipal corporation (the "City"), the COUNTY OF ALAMEDA, a political subdivision of the State of California ("County"), and LIVERMORE SANITATION, INC., a California corporation ("LSI") (each from time to time hereafter referred to individually as a "Party" and collectively as the "Parties").

RECITALS

This MOU is entered into by the Parties based on the following facts, findings and determinations:

A. The City and LSI are parties to that certain Amended and Restated Agreement For Solid Waste, Recyclable Materials, and Compostable Materials Services within the corporate limits of the City dated May 9, 2011 (the "LSI Agreement").

B. County desires to have similar collection services provided within the unincorporated areas surrounding the City, and the City desires to assist the County by modifying the LSI Agreement in accordance with the terms of this MOU to allow LSI to provide such services within certain designated portions of the unincorporated area of the County.

C. Pursuant to Section 6.40.280 of the County General Ordinance Code, the County Board of Supervisors may establish County Collection Service Zones for the Collection of Solid Waste, Compostable Materials, and Recyclable Materials. On November 6, 2012, the County Board of Supervisors established County Collection Service Zone 1, which is shown on the map attached as Exhibit A.

D. Section 6.40.290 of the County General Ordinance Code authorizes the Board of Supervisors to enter into franchise agreements, grant permits, or otherwise give authorization for the Collection of Solid Waste, Compostable Materials, and Recyclable Materials within a County Collection Service Zone. On November 6, 2012, the County Board of Supervisors granted authority to LSI to provide services for the Collection of Solid Waste, Compostable Materials, and Recyclable Materials within County Collection Service Zone No. 1, and provided that the specific scope, nature, and requirements of such services to be provided by LSI shall be as set forth in the LSI Agreement, as modified by this MOU.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and obligations set forth in this MOU, the Parties hereby agree as follows:

1. Definitions. For purposes of this MOU, unless a different meaning is clearly required, the following terms have the following meanings and shall be capitalized throughout this MOU. Capitalized terms not defined in this section shall the meanings set forth in the LSI Agreement.

1.1 "County Collection Zone No. 1" means that certain area within the unincorporated area of the County, shown on the map attached as Exhibit A, established by the County Board of Supervisors pursuant to Section 6.40.290 of the County General Ordinance Code, which requires authorization from the County for the Collection of Solid Waste, Compostable Materials, and Recyclable Materials.

1.2 "County Customers" means those Customers located within County Collection Zone No. 1.

1.3 "County Gross Rate Revenues" means actual monies remitted to LSI by County Customers, which shall be determined in accordance with Generally Accepted Accounting Principles.

1.4 "Densely Populated Area" means that certain area within County Collection Zone No. 1 that is located close to the City's incorporated area, as shown and set forth in Exhibit A.

1.5 "Rural Area" means that certain area within County Collection Zone No. 1 that is located farther from the City limits, as set shown and set forth in Exhibit A.

2. Term.

2.1 **Effective Date.** The Effective Date of this MOU shall be the date that the City, the County and LSI sign this MOU, following approval of the City Council and the Board of Supervisors.

2.2 **Term.** The term of this MOU shall be the from the Effective Date until the date that is the earlier of (a) the end of the Term of the LSI Agreement; (b) the date that the LSI Agreement is terminated in accordance with Section 11.3 of the LSI Agreement; (c) the date this MOU is terminated pursuant to Section 2.3 below; or (d) the date that this MOU is terminated pursuant to Section 10 below.

2.3 **Termination by Livermore.** City may terminate this MOU in the event the City determines, in its sole discretion, that it cannot continue to authorize LSI to utilize assets financed by City ratepayers and necessary for the implementation of this MOU in accordance with Section 6.4(b) below. City agrees to provide a minimum of 90 days' notice of such termination to the County and LSI.

3. **Amendment of LSI Agreement.** Concurrently with the execution of this MOU, and in accordance with Section 6.18 of the LSI Agreement, the City hereby consents to LSI's providing services to County Customers in County Collection Service Zone 1, on the terms and conditions as set forth in this MOU irrespective of the terms of service in such Section 6.18, and waives any time periods set forth in such Section 6.18. The City further agrees to formally incorporate the provisions of this MOU in the LSI Agreement when the LSI Agreement is next amended or restated.

4. Scope of Services.

4.1 **Exclusive Rights.** Pursuant to County General Ordinance Code Section 6.40.290, and County Board of Supervisors Resolution No. _____, the County Board of Supervisors has granted to LSI the exclusive right to provide Solid Waste, Recyclable Materials, and Compostable Materials Collection services to Single-Family, Multi-Family, and Commercial Customers that voluntarily subscribe to Collection service in the County Collection Service Zone No. 1 commencing on January 8, 2013 (the "Commencement Date"). LSI's scope of services shall include the Collection, transfer, Transportation, Processing, Recycling, Composting, and/or Disposal of Solid Waste, Recyclable Materials, and Compostable Materials, as described in Section 4.2. The rights granted by the County extend only to provision of service in the County Service Area No. 1, described in Exhibit A, as its boundaries are now constituted or as may hereafter be amended by the Board of Supervisors and Section 11.1 of this MOU. LSI's exclusive rights shall extend to Solid Waste, Recyclable Materials, and Compostable Materials that have been placed in Containers provided by LSI. LSI's rights are exclusive as set forth above, except as to the following persons, who are not required to obtain authorization from the County for collection of Solid Waste or Recyclable Materials within a County Collection Service Zone pursuant to Article IV of Chapter 6.40 of Title 6 of the County Ordinance Code:

- (a) The County;
- (b) A commercial business owner or resident removing solid waste, recyclable materials, or compostable materials generated from his or her premises and transported personally by the owner or occupant of such premises, or by his or her employees or contractor whose removal of the solid waste, recyclable materials or compostable materials is incidental to the service being performed and provided such materials are processed, or disposed of at a facility permitted to accept such materials;
- (c) Youth, civic, or charitable organizations which collect or accept donated recyclable materials and compostable materials;
- (d) Persons that collect or accept donated Recyclable Materials; or pay the generator for the collection of Recyclable Materials and Compostable Materials;
- (e) Persons delivering Recyclable Materials for recycling under the California Beverage Containers Recycling Litter Reduction Act (California Public Resources Code Section 14500 et seq.);
- (f) A gardening, landscaping or tree-trimming contractor removing Compostable Materials from a premises as an incidental part of total service offered by that contractor for no additional or separate fee;
- (g) Persons that have contracted for the collection of Solid Waste, Compostable Materials, or Recyclable Materials generated by a public school or County facilities;
- (h) Persons collecting Solid Waste, Recyclable Materials, or Compostable Materials where such materials are removed as part of the abatement of a public nuisance or dangerous condition at the direction of the County;
- (i) Persons collecting Construction and Demolition Debris resulting from a construction or demolition project; provided, however, that, subject to the County's amendment of its relevant Ordinance, which the County undertakes to use its best efforts to accomplish prior to the Commencement Date, this exception to LSI's exclusive rights shall be limited as of the Commencement Date to licensed construction or demolition contractors removing Construction and Demolition Debris from any Premises using their own employees and equipment as an incidental part of a comprehensive service offered by such contractors, rather than as a hauling service, and provided that such Debris is processed, or disposed of, at a facility permitted to accept such Debris;
- (j) Persons collecting, removing or disposing the following:
 - (i) Animal waste and remains from slaughterhouse or butcher shops, grease, or used cooking oil;
 - (ii) By-products of sewage treatment, including , sludge ash, grit and screenings;
 - (iii) Hazardous or dangerous materials; liquid and dry caustics; acids; bio-hazardous, flammable and explosive materials; insecticides; and similar substances;
 - (iv) Infectious medical waste (as defined in California Health and Safety Code Section 25117.5).

4.2 Collection Services.

(a) Required Services and Standards. Starting on the Commencement Date, LSI shall offer Solid Waste, Compostable Materials and Single-Stream Recyclable Materials Collection services to County Customers in County Collection Service Zone No. 1 in accordance with the LSI Agreement as modified by this MOU and as more specifically set forth below in this Section 4.2, and shall provide service to those County Customers that voluntarily subscribe to and pay for LSI's Collection services. In providing such services, LSI shall comply with the provisions stated in the LSI Agreement for the following:

- (i) Collection standards,
- (ii) Vehicles,
- (iii) Containers,
- (iv) Personnel, and
- (v) Corporation yard, transfer operations, and compressed natural gas station.

(b) Single Family Collection Services. LSI shall have different obligations for Single Family Collection Services in the Densely Populated Area and in the Rural Area, as set forth below.

(i) Densely Populated Area. For Single-Family Customers located in the Densely-Populated Area that subscribe to LSI's Collection service, LSI shall provide each Customer weekly Solid Waste, Single-Stream Recyclables Materials, and Compostable Materials Cart Collection services. LSI's services shall also include: on-call Curbside clean-up services, on-call Bulky Item collection, weekly motor oil and filter Collection, quarterly textile Collection, provision of kitchen pails, Compostable Materials overages program, Curbside Christmas tree Collection, on-call E-Waste Collection, and weekly cell phone and household battery Collection. LSI may, but is not obligated to offer, the community re-use network and other services specified in the LSI Agreement that are not listed here as requirements for the Customers in the Densely-Populated Area. All of these services shall be provided by the LSI in accordance with the provisions specified for the Single-Family Customers in the LSI Agreement. These Single-Family Customers need not subscribe to all of these Collection services, but all are included in their rates.

(ii) Rural Area.

(A) Solid Waste Collection Services. For Single-Family Customers located in the Rural Area that subscribe to LSI's Collection service, LSI shall provide each Customer weekly Solid Waste Cart Collection services.

(B) Single-Stream Recyclables Collection Services. LSI shall also Collect Single-Stream Recyclable Materials on a weekly basis from Single-Family Customers located in the Rural Area that subscribe to Solid Waste Cart Collection service. The Single-Stream Recyclable Materials Collection service may be performed in a manner different than that used to service Customers in the Densely-Populated Area. LSI shall instruct Customers to place Single-Stream Recyclable Materials in a bag and to place the bag to the side of the Solid Waste cart for collection. LSI shall ensure that the Solid Waste and bagged Recyclable Materials are kept separate and shall ensure that the Solid Waste is disposed of at a designated landfill. Pursuant to the terms of Site Plan Approval

Amendment (SPAA) 09-006, LSI shall first dispose of any Solid Waste collected in County Service Area No. 1 at the Disposal Site and shall then transport the Recyclable Materials to LSI's facility for further handling and transfer.

(C) Other Services Not Required. For the Rural Area Single-Family Customers, LSI is not obligated to provide the following services: on-call Curbside clean-up services, on-call Bulky Item collection, motor oil and filter Collection, quarterly textile Collection, provision of kitchen pails, Collection of Compostable Materials, and Curbside Christmas tree Collection, e-waste collection, weekly cell phone and battery collection.

(iii) Single-Family Bin Service. LSI shall offer Single-Family Customers Bin Collection service for Solid Waste at Customer's option. In such case, the Customer shall be treated as a Commercial Customer in accordance with Section 4.2(c) below.

(c) Multi Family and Commercial Collection Services. LSI shall offer Solid Waste and Single-Stream Recyclables Collection services to all Multi-Family and Commercial Premises in the County Collection Service Zone No. 1, and Compostable Materials Collection services to Commercial Customers. LSI shall offer Multi-Family and Commercial Premises a variety of service options including the use of Carts, Bins, Drop Boxes, or Compactors for Solid Waste and Single-Stream Recyclable Materials Collection. LSI shall provide these Collection services in accordance with the provisions specified for the Multi-Family and Commercial Customers in the LSI Agreement with the exception that LSI may, but is not obligated to, provide the following services: "Universal Recycling," internal recycling bins for Commercial Customers, Compostable Materials Collection service to Multi-Family Customers, and/or technical assistance.

4.3 Transportation of Collected Materials. LSI shall Transport all Solid Waste, Recyclable Materials, and Compostable Materials Collected under this MOU to the Disposal, Processing, or Composting Sites approved by the City pursuant to the LSI Agreement.

4.4 Disposal and Processing of Collected Materials.

(a) Processing. LSI shall provide Recyclable Materials and Compostable Materials Processing Services and Solid Waste Disposal Services in accordance with the provisions specified for the City in the LSI Agreement. LSI shall guarantee Processing and Disposal capacity over the Term of the MOU for all Recyclable Materials, Compostable Materials, and Solid Waste Collected in County Collection Service Zone No. 1. The capacity guarantee shall be made by LSI and/or by its affiliates or its Subcontractors if LSI does not own and operate the Processing and Disposal Sites.

(b) Disposal. With regard to Disposal Services, either LSI shall enter into an agreement, or the City shall amend its existing disposal agreement, with Republic Services Vasco Road, LLC, a wholly-owned subsidiary of Republic Services, Inc., to arrange for Disposal of the Solid Waste Collected in County Collection Service Zone No. 1 at the Vasco Road Sanitary Landfill, located at 4001 North Vasco Road in unincorporated Alameda County, California. The terms of the new LSI Disposal agreement or of the amended City Disposal agreement shall be similar in nature to the City's current Disposal Agreement with Republic Services Vasco Road, LLC, and shall specify that the Disposal cost for Solid Waste from County Collection Service Zone No. 1 will be the same Disposal cost as that for Solid Waste from the City. In addition, the new or amended Disposal agreement between LSI or the City and Republic Services Vasco Road, LLC shall specify that the County is indemnified in the same manner as the City. Upon request, LSI or the City shall provide the County with a copy of the new or amended Disposal agreement for review.

5. Other Services

5.1 Customer Service and Complaints. LSI shall provide customer service to County Customers and respond to service complaints in accordance with the procedures specified in the LSI Agreement. To the extent that LSI is unable to resolve a complaint from a County Customer, such complaints shall be elevated to staff within the County's Community Development Agency, and the City shall have no responsibility or obligation to provide customer service or resolve complaints of County Customers.

5.2 Public Education

(a) At a minimum, LSI shall prepare and distribute a service information brochure to new Customers describing how to prepare Solid Waste, Recyclable Materials, and Compostable Materials for Collection. The brochure shall inform Customers as to the acceptable materials that can be included for Collection and any unacceptable materials to be excluded from Collection.

(b) On an annual basis on or before July 1 of each year, LSI shall notify Multi-Family and Commercial County Customers that are not in compliance with State or local recycling requirements including the State's mandatory commercial recycling requirements (Chapter 476, Statutes of 2011 [Chesbro, AB 341]) and the Alameda County Waste Management Authority Ordinance 2012-1, "An Ordinance requiring actions to Reduce Landfilling of Recyclable and Organic Solid Wastes from Businesses, Multi-Family Residences, and Self Haulers." Such notification shall describe the recycling requirements and how the Customer can comply with such requirements.

(c) LSI shall allow the County a reasonable opportunity to review, comment, request modification to, and approve public education materials before printing, publication, distribution, and/or release, including public education materials required by Sections 5.2(a) and (b), and any other materials LSI chooses to prepare and distribute within County Collection Service Zone No. 1, such as, but not be limited to, newsletters, flyers, door hangers, notification tags, and direct contact.

6. Billing and Rates.

6.1 General. Contractor shall bill County Customers in accordance with the procedures specified in the LSI Agreement with the exception that the bad debt procedures do not apply to County Customers.

6.2 Bad Debt Collection. LSI shall be responsible for collection of payment from County Customers with past due accounts ("bad debt"). If payment is not received within 30 days of the billing date, LSI may discontinue service. When LSI is attempting to collect past-due amounts, LSI may charge Customers with past-due amounts a late payment assessment equal to ten percent (10%) of the amount of the past due statement as part of the next billing cycle. The amount of the late payment assessment may accumulate with completion of each payment cycle if the amount is still past due. For example, after the completion of the second payment cycle for a delinquent account, the late payment amount shall equal the sum of: (1) amount of the first bill past due multiplied by ten percent (10%), (2) the product of that calculated in item 1 multiplied by ten percent (10%), and (3) the amount of the then-current bill.

6.3 Billing Inserts. LSI shall include County-prepared public education materials as inserts in LSI's quarterly Billings, which LSI mails to Customers provided County pays for and delivers to LSI copies of all printed materials to be inserted into the bills. County shall allow LSI a reasonable opportunity to review public education materials and request modifications to materials to clarify

operational practices before printing, publication, and distribution in LSI's billing statements. County's inserts shall state that the information contained therein is the position of County and not necessarily that of LSI.

6.4 Rates; City Credit.

(a) The initial rates charged by LSI to County Customers shall be as set forth in the attached Exhibit B, which, except as to Single-Family Customers located in the Rural Area, contains the same rates as LSI currently charges its customers in the City for the Collection of Solid Waste despite the differences in County service levels set forth in this MOU. Such rates charged to County Customers shall be adjusted at the same times and in the same amounts as any adjustments in rates are approved by the City in accordance with Article 8 of the LSI Agreement so that the County rates continue to be the same as the City rates despite the differences in County service levels under this MOU; provided, however, that each of such rates charged to Single-Family Customers located in the Rural Area shall be adjusted at the same times and by the same percentage amounts as the most comparable corresponding rate by service level approved by the City in accordance with Article 8 of the LSI Agreement.

(b) In exchange for the right to use assets financed by City ratepayers and necessary for the implementation of this MOU, including, without limitation, vehicles, Containers, personnel and administrative support, LSI shall pay the City an annual amount of \$46,191.67 for each Rate Period that LSI provides services in County Collection Service Zone No. 1 under this MOU, pro rated for any partial Rate Period of such service (the "Reimbursement"); provided, however, that the Reimbursement will be adjusted annually, commencing July 1, 2013, by mutual agreement of the City and LSI based upon then current County Customer data and Exhibit D attached hereto. The Reimbursement will be paid by means of a credit against the rates charged by LSI in the City under the LSI Agreement for such Rate Period

(c) Upon written notice to LSI and the City that the County wishes to adjust the rates charged to County Customers, LSI and the County agree to meet and confer to discuss amendments to this MOU setting forth the process for the County's adjusting rates for County Customers. Unless and until this MOU is amended to provide for such separate rate setting for County Customers, LSI shall continue to charge rates as set forth in Section 6.4(a).

7. Records and Reports.

7.1 LSI shall maintain all records and prepare all reports as required pursuant to the LSI Agreement. All such records and reports shall separately track information related to County Collection Service Zone No. 1. All reports LSI is required to submit to the City pursuant to the LSI Agreement shall also be submitted to the County at the following address:

Alameda County Community Development Agency.
224 West Winton Ave, Room 110
Hayward, CA 94544
Attn: Community Development Director

7.2 To the same extent that the City may inspect the records of LSI pursuant to the LSI Agreement, the County may inspect LSI's records that relate to the services provided by LSI for County Collection Service Zone No. 1.

8. County Fees.

8.1 In consideration for the exclusive rights provided to LSI by the County, and in lieu of the fees payable to the City in accordance with Article 7 of the LSI Agreement, LSI shall pay to the County ten percent (10%) of the County Gross Rate Revenues collected by LSI for services provided pursuant to this MOU. Any increase in this County fee shall be reflected on a dollar-for-dollar basis through an increase in LSI's rates hereunder effective as of the date of such increase.

8.2 On or before the twentieth (20th) day of the each month during the term of this MOU, LSI shall remit to the County the fees due pursuant to Section 8.1. If the fees are not paid before the twentieth (20th) day any month, LSI shall pay in addition to the amount owed to County a late payment penalty in an amount equal to two percent (2%) of the amount owing for that month. LSI shall pay an additional two percent (2%) penalty owing on any unpaid balance for each following thirty (30) calendar days period the fees remain unpaid. Late payment penalty amounts shall not be reimbursed to LSI. The late payment penalty amounts are not intended as interest on debt, but rather are intended as a predetermined penalty for failure to meet an obligation under this MOU.

Each monthly remittance to the County shall be accompanied by a statement detailing County Gross Rate Revenues for the period covered from all operations conducted or permitted pursuant to this MOU. This monthly statement shall identify billed revenues and actual County Gross Rate Revenues received listed separately for Single-Family, Multi-Family, Commercial, and Drop Box/Compactor County Customers. In addition, LSI shall maintain copies of all Billing and collection records for five (5) years, following the expiration or earlier termination of this MOU, for inspection and verification by County at any reasonable time upon request.

9. Indemnity and Insurance.

9.1 LSI shall indemnify, defend, protect and hold harmless the County, its officers, employees, volunteers, and agents with respect to LSI's services under this MOU to the same extent that LSI indemnifies the City, its officers, employees, volunteers and agents pursuant to Article 9 of the LSI Agreement.

9.2 The County, its officials, employees and volunteers are to be covered as additional insureds with respect to LSI's services under this MOU to the same extent as the City, its officers, employees, volunteers and agents pursuant to Article 9 of the LSI Agreement.

10. Default and Remedies. The provisions in this Section 10 shall apply to LSI's services under this MOU in lieu of the provisions in Article 11 of the LSI Agreement.

10.1 LSI Events of Default. Each of the following shall constitute an event of default by LSI under this MOU:

(a) Any representation, warranty, or disclosure made to County by LSI in connection with or as an inducement to entering into this MOU or any future amendment to this MOU, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation, warranty, or disclosure appears as part of this MOU;

(b) There is a seizure or attachment (other than a pre-judgment attachment) of, or levy affecting possession on, the operating equipment of LSI, including without limit its vehicles, maintenance or office facilities, or any part thereof of such proportion as to substantially impair LSI

ability to perform under this MOU and which cannot be released, bonded, or otherwise lifted within forty-eight (48) hours excluding weekends and Holidays;

(c) LSI files a voluntary petition for debt relief under any applicable bankruptcy, insolvency or other similar law;

(d) An involuntary petition is brought against LSI under any bankruptcy, insolvency, or similar law, which remains undismissed or unstayed for ninety (90) days;

(e) LSI fails to provide reasonable assurances of performance as required under Section 10.8 below;

(f) LSI fails to perform any other obligation established under this MOU;

(g) LSI fails to perform any obligation established under the LSI Agreement which impacts the services or relates to the services LSI is providing to County Customers.

10.2 LSI's Rights to Remedy Default.

LSI shall be given ten (10) calendar days from written notification by County to cure any event of default which, in the County's sole opinion, creates a potential public health and safety threat.

LSI shall be given ten (10) calendar days from written notification by County to cure any event of default arising under section 10.2(c)(d) or (e); provided, however, that the County shall not be obligated to provide LSI with a notice and cure opportunity if LSI has committed the same or similar default within a twenty-four (24) month period

LSI shall be given thirty (30) calendar days from written notification by County to cure any other event of default (which is not required to be cured within ten (10) calendar days); provided, however, that the County shall not be obligated to provide LSI with a notice and cure opportunity if LSI has committed the same or similar default within a twenty-four (24) month period.

10.3 County's Remedies in the Event of Default. The County has the following remedies in the event of LSI's default:

(a) Waiver of Default. The County may waive any event of default or may waive LSI's requirement to cure a default event if the County determines that such waiver would be in the best interest of the County. The County's waiver of an event of default is not a waiver of future events of default that may have the same or similar conditions.

(b) Suspension of LSI's Obligation. The County may suspend LSI's performance of its obligations if LSI fails to cure default in the time frame specified in Sections 10.2 and 10.3(d) until such time the LSI can provide assurance of performance in accordance with Section 10.8.

(c) Liquidated Damages. The County may assess Liquidated Damages for LSI's failure to meet specific performance standards pursuant to Section 10.6 and Exhibit C. Each of the County and the City will promptly notify the other of any Liquidated Damages assessed by that Party under this MOU or the LSI Agreement, as the case may be.

(d) Termination. In the event that LSI should default and subject to the right of LSI to cure, in the performance of any provisions of this MOU, and the default is not cured within ten (10) calendar days if the default creates a potential public health and safety threat or arises under Section

10.1(c)(d) or (e), or otherwise thirty (30) calendar days after receipt of written notice of default from the County, then the County may, at its option, terminate this MOU and/or hold a hearing at its Board of Supervisors meeting to determine whether this MOU should be terminated. In the event the County decides to terminate this MOU, the County shall serve twenty (20) calendar days' written notice of its intention to terminate upon LSI. In the event the County exercises its right to terminate this MOU, the County may, at its option, upon such termination, either directly undertake performance of the services or arrange with other Persons to perform the services with or without a written agreement. This right of termination is in addition to any other rights of the County upon a failure of LSI to perform its obligations under this MOU.

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

10.4 Possession of Records Upon Termination. In the event of termination for an event of default, the LSI shall furnish the County with a list of LSI's Customers and billing of accounts for Collection services subject to this MOU.

10.5 County's Remedies Cumulative; Specific Performance. The County's rights to terminate the MOU under Section 10.3 and to take possession of the LSI's records under Section 10.4 are not exclusive, and the County's termination of the MOU and/or the imposition of Liquidated Damages shall not constitute an election of remedies. Instead, these rights shall be in addition to any and all other legal and equitable rights and remedies which the County may have.

By virtue of the nature of this MOU, the urgency of timely, continuous and high quality service, the lead time required to effect alternative service, and the rights granted by County to LSI, the remedy of damages for a breach hereof by LSI is inadequate and County shall be entitled to injunctive relief (including but not limited to specific performance).

10.6 Liquidated Damages.

(a) General. The County and LSI find that as of the time of the execution of this MOU, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by County as a result of a breach by LSI of its obligations under this MOU. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the MOU to individual members of the general public for whose benefit this MOU exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; and (iii) the termination of this MOU for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

(b) Service Performance Standards; Liquidated Damages for Failure to Meet Standards. The County and LSI further acknowledge that consistent, reliable Collection services are of utmost importance to County and that County has considered and relied on LSI's representations as to its quality of service commitment in awarding the exclusive rights under this MOU. The County and LSI recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The County and LSI further recognize that if LSI fails to achieve the performance standards, or fails to submit required documents in a timely manner, County and its residents and businesses may suffer damages, and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages which County will suffer. Therefore, without prejudice to County's right to treat such non-performance as an event of default under this Section, the Parties agree that the Liquidated Damages amounts established in Exhibit C of this MOU and

the following liquidated damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the Effective Date of this MOU, including the relationship of the sums to the range of harm to County that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical.

LSI agrees to pay the amounts set forth in the Schedule of Liquidated Damages, Exhibit C.

Before assessing Liquidated Damages, County shall give LSI notice of its intention to do so. Liquidated Damages will only be assessed after LSI has been given the opportunity but failed to rectify the damages as described in this MOU. The notice will include a brief description of the incident(s) and non-performance. The County may review (and make copies at its own expense) information in the possession of LSI relating to incident(s) and/or non-performance. County may, within ten (10) calendar days after issuing the notice, request a meeting with LSI. County may present evidence of non-performance in writing and through testimony of its employees and others relevant to the incident(s) and non-performance. County will provide LSI with a written explanation of his or her determination on each incident(s) and non-performance prior to authorizing the assessment of Liquidated Damages under this Section 10.6. The decision of County shall be final and LSI shall not be subject to, or required to exhaust, any further administrative remedies.

(c) Amount. County may assess Liquidated Damages for each calendar day or event, as appropriate, that LSI is determined to be liable in accordance with this MOU in the amounts specified in Exhibit C.

(d) Timing of Payment. LSI shall pay any Liquidated Damages assessed by County within ten (10) calendar days of the date the Liquidated Damages are assessed.

10.7 Excuse from Performance.

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, labor unrest, 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. Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by LSI's employees or directed at LSI is not an excuse from performance. In the event of such labor unrest, LSI shall submit a written plan to the County within forty-eight (48) hours of the labor unrest describing LSI's plan to be obligated to continue to provide service notwithstanding the occurrence of any or all of such events explaining how Collection services shall be modified or adjusted in terms of Collection hours, Collection days, staffing, etc.

In the case of labor unrest or job action directed at a third party over whom LSI has no control, the inability of LSI to provide services in accordance with this MOU due to the unwillingness or failure of the third party to (i) provide reasonable assurance of the safety of LSI'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 LSI's cooperation in performing Collection services at different times and in different locations.

The Party claiming excuse from performance shall, within five (5) 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 LSI's services caused by one (1) or more of the events described in this Section shall not constitute an event of default by LSI under this MOU. Notwithstanding the foregoing, however, if LSI is excused from performing its obligations for any of the causes listed in this Section for a period of thirty (30) calendar days or more, the County shall nevertheless have the right, in its sole discretion, to terminate this MOU by giving ten (10) calendar days' written notice to LSI, in which case the provisions of Section 10.3 shall apply.

10.8 Right to Demand Assurances of Performance.

The Parties acknowledge that it is of the utmost importance to the County and the health and safety of all those members of the public residing or doing business within the County who will be adversely affected by interrupted waste management service, that there be no material interruption in LSI's waste management services it provides to the County and its residents and businesses. If LSI (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 County 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 the County believes in good faith that LSI's ability to perform under this MOU has thereby been placed in substantial jeopardy, the County may, at its option and in addition to all other remedies it may have, demand from LSI reasonable assurances of timely and proper performance of this MOU, in such form and substance as the County believes in good faith is reasonably necessary in the circumstances to evidence continued ability to perform under this MOU. If LSI fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by County, such failure or refusal shall be an event of default for purposes of Section 10.1.

11. Amendments

11.1 This MOU may be amended, modified or supplemented only by a writing signed by the City, the County, and LSI. If the County Board of Supervisors changes the boundaries of County Collection Service Zone No. 1, the Parties agree to meet to discuss whether this MOU shall be amended to reflect the new boundaries.

11.2 If the City and LSI amend the LSI Agreement in any manner that may impact the services provided by LSI in County Collection Service Zone No. 1, then the Parties agree to meet and confer for the purpose of amending this MOU consistent with the amendment to the LSI Agreement.

12. Miscellaneous

12.1 Authority. The City and the County agree that each has taken the appropriate steps necessary to authorize and approve this MOU. The City Council took action at its meeting on _____, and approved the terms and conditions of this MOU, and authorized execution of this final MOU. The County Board of Supervisors took action at its meeting on November 6, 2012, and approved the terms and conditions of this MOU and authorized execution of the final MOU. LSI agrees that it has the authority to enter into and perform its obligations under this MOU.

12.2 Assignment.

No Party shall assign its rights nor delegate or otherwise transfer its obligations under this MOU to any other Person without the prior written consent of the other Parties, which permission shall not be

unreasonably withheld. Any such assignment made without the consent of the other Parties shall be void and the attempted assignment shall constitute a material breach of this MOU.

For purposes of this Section, "assignment" shall include, but not be limited to: (i) a sale, exchange or other transfer of substantially all of LSI's assets dedicated to service under this MOU to a third party; (ii) a sale, exchange or other transfer of ten (10) percent or more of the outstanding common stock of LSI; (iii) any reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which LSI or any of its shareholders is a party which results in a change of ownership or control of thirty (30) percent or more of the value or voting rights in the stock of LSI; and, (iv) any combination of the foregoing (whether or not in related, contemporaneous or sequential transactions) which has the effect of any such transfer or change of ownership and/or control of LSI. 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. Assignment may exclude a change in ownership of LSI's assets or stocks which occurs for interfamilial planning purposes only and does not involve a change in the management of the Agreement or services performed hereunder. Reorganizations, mergers, consolidations, sales of equity or assets or similar transactions between or among entities owned by the same ultimate parent, including but not limited to LSI and regardless of which entity is the survivor, do not constitute an assignment; however, LSI shall provide the County with thirty (30) days written notification of its plans and provide an explanation of any potential impacts related to the provision of services under this Agreement.

If LSI requests the County's consideration of and consent to an assignment, the County may deny or approve such request in its sole discretion, the standard for the County's consent to any assignment shall be whether LSI (or, if applicable, a new entity succeeding to the rights, duties and obligations of LSI under this MOU), after the assignment, has sufficient financial and operational capability to adequately and faithfully render the services called for in this MOU for the remaining Term of this MOU. In no event shall the County's consent be unreasonably withheld, conditioned or delayed. LSI shall undertake to pay the County its reasonable expenses for attorneys' fees 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.

12.3 Notices. All notices and other communications under this MOU shall be in writing and shall either be personally delivered to a representative of the Parties at the address below or deposited in the United States mail, first class postage prepaid, addressed as follows. Any Party may change its address for notices by giving written notice to the other Parties in the manner set forth above.

If to County: Alameda County Community Development Agency
224 West Winton Ave, Room 110
Hayward, CA 94544
Attn: Community Development Director

With Copy to: Office of the County Counsel
County of Alameda
1221 Oak Street, Suite 450
Oakland, CA 94612

If to City: City of Livermore
City Clerk
1052 S. Livermore Ave.
Livermore, CA 94550

With a Copy to: City of Livermore
Public Works Department
3500 Robertson Park Road
Livermore, CA 94550
Attn: Judy Erlandson

If to LSI: Livermore Sanitation, Inc.
7000 National Drive
Livermore, CA 94550
Attn: Louis Pellegrini, President

With Copy to: Cohen & Ostler, APC
455 N. Whisman Road, Suite 100
Mountain View, CA 94043
Attn: David Cohen

12.4 Entire Agreement. This MOU, including all recitals, exhibits and schedules hereto and the LSI Agreement as modified hereby, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings, negotiations, representations, promises, memoranda and agreements, oral or written, by or between the Parties, with respect to the subject matter hereof. No representations, inducements, promises, or agreements have been made in connection with this MOU by any Party, or anyone acting on behalf of any Party, other than those expressly set forth in this MOU.

12.5 Binding on Successors. The provisions of this MOU shall inure to the benefit to and be binding on the successors and permitted assigns of the Parties.

12.6 Waiver. No waiver of any provision of this MOU shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of this MOU shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.

12.7 Governing Law. This MOU is entered into in and shall be governed by and construed in accordance with the internal laws of the State of California.

12.8 Severability. If any term or provision of this MOU is ever determined to be invalid or unenforceable for any reason, such term or provision shall be severed from this MOU without affecting the validity or enforceability of the remainder of this MOU.

13. LSI Agreement Provisions That Do Not Apply. Notwithstanding any other provision in this MOU: (a) the City shall have no jurisdiction over LSI's services provided to County Customers; (b) the County shall have no jurisdiction over LSI's services provided to City Customers; (c) the County shall not have the right to direct changes in LSI's services to County Customers pursuant to Section 4.3 of the LSI Agreement (except with the consent of LSI and the City and in accordance with such Section 4.3); (d) LSI shall not be obligated to post a performance bond in favor of the County pursuant to Section 9.6 of the LSI Agreement; and (e) the County shall have no right to acquire, take possession of or use any equipment or other property used or useful in the Collection, Transporting, Processing and Disposing of Solid Waste, Recyclable Materials or Compostable Materials pursuant to Article 10 or Article 11 of the LSI Agreement.

IN WITNESS WHEREOF, this MOU has been approved by the Parties and is effective as of the Effective Date.

CITY OF LIVERMORE

COUNTY OF ALAMEDA

By: [Signature]
Name: Troy Brown
Its: Assistant City Manager
Date: 11/3/13

By: [Signature]
Date: NOV 06 2012
Attest: James Robles, Deputy
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
[Signature]
By: Amara Morrison
Assistant City Attorney

APPROVED AS TO FORM:
[Signature]
by Name: Donna R. Ziegler, County Counsel
[Signature]
County Counsel

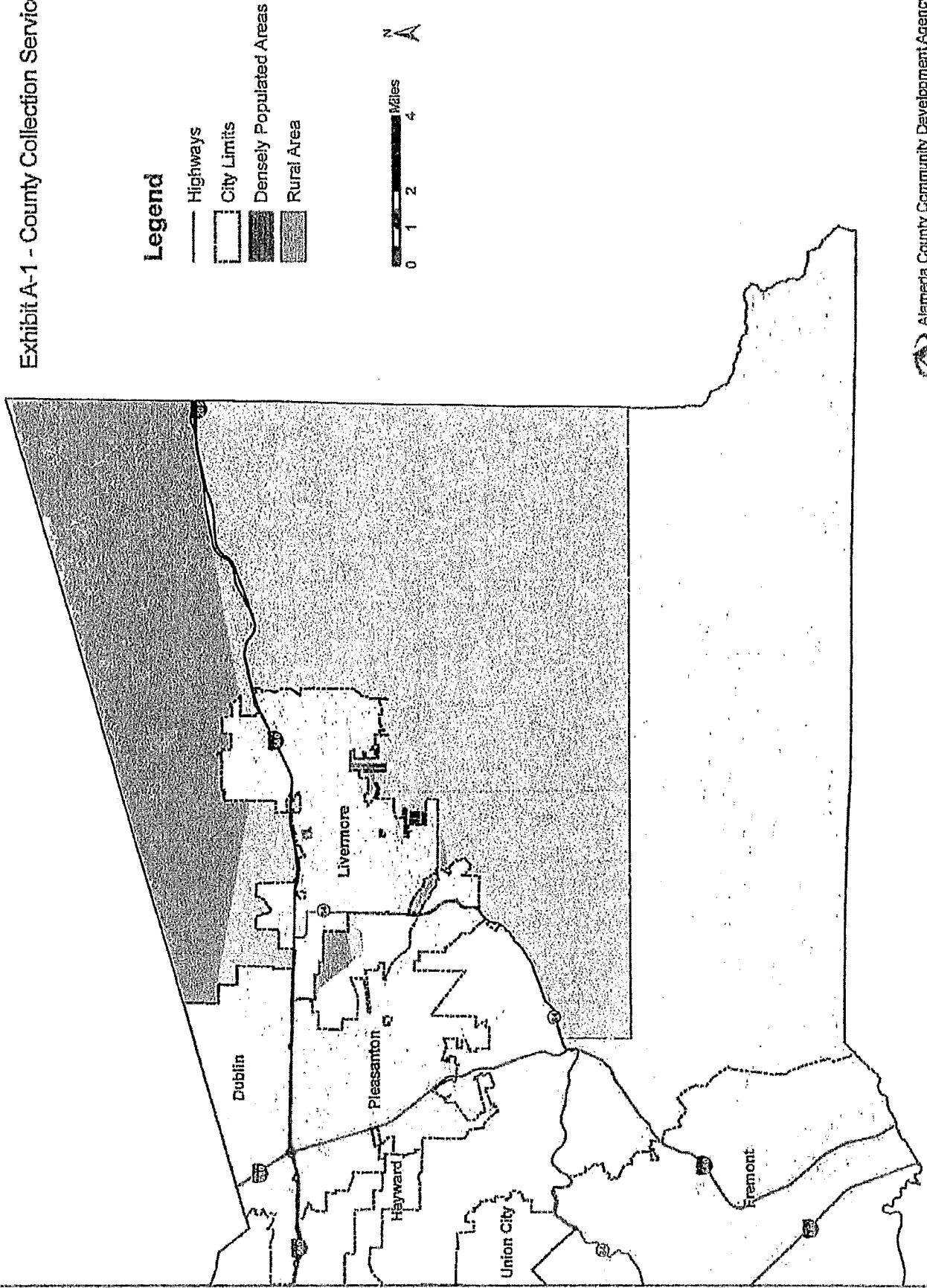
LIVERMORE SANITATION, INC.
A California Corporation
By: [Signature]
Name: Louie Pellegrini
Its: President
Date: 12-7-2012

EXHIBIT A
MAPS OF COUNTY COLLECTION SERVICE ZONE 1
Densely Populated and Rural Areas

[See Attached]

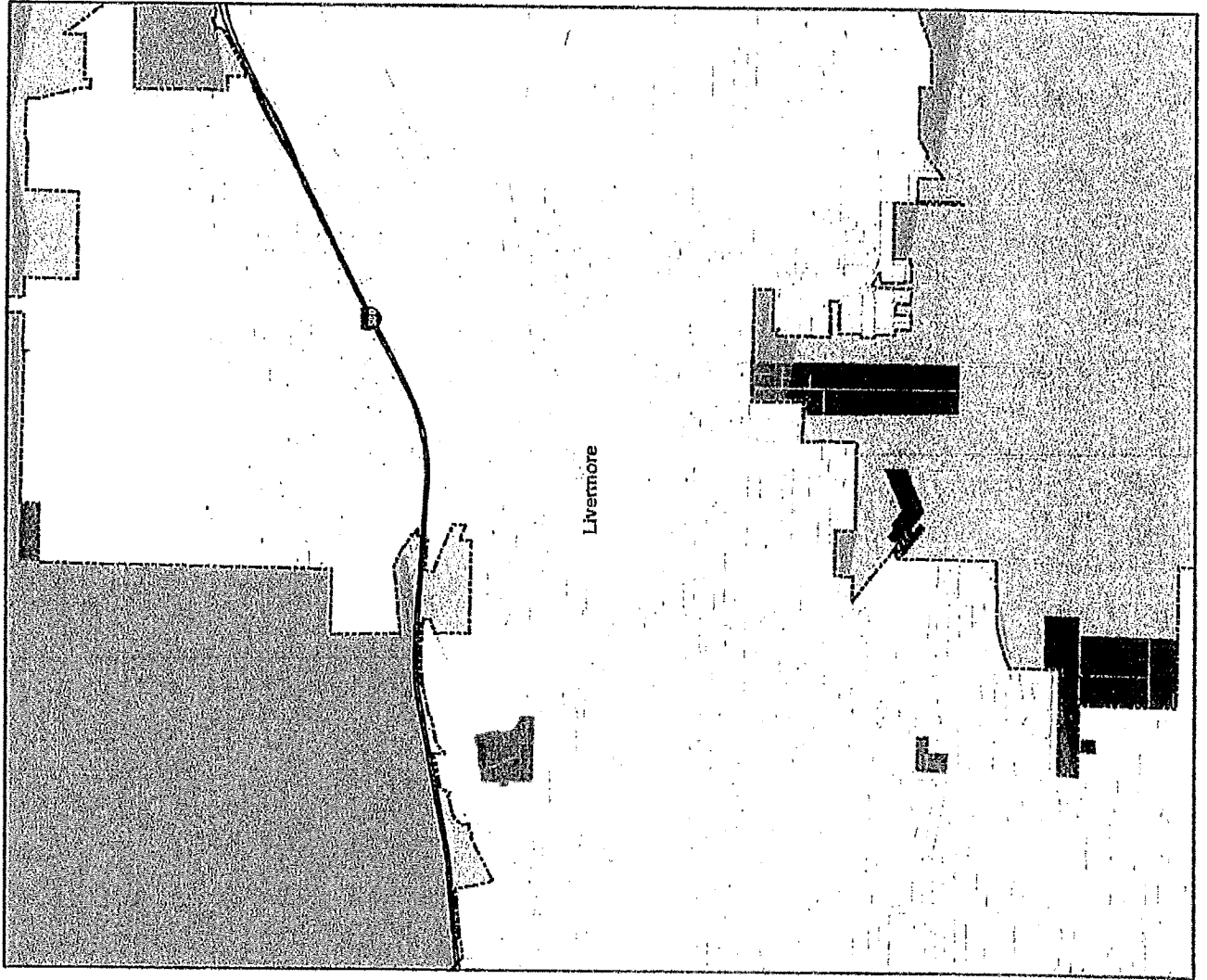
Memorandum of Understanding Between the City of Livermore, Alameda County and Livermore Sanitation, Inc. Regarding Solid Waste and Recycling Services

Exhibit A-1 - County Collection Service Zone 1



Memorandum of Understanding Between the City of Livermore, Alameda County and Livermore Sanitation, Inc. Regarding Solid Waste and Recycling Services

Exhibit A-2 - Densely Populated Areas



Legend

- Highways
- City Limits
- Densely Populated Areas
- Rural Area



**EXHIBIT B
RATE SCHEDULES FOR COUNTY COLLECTION SERVICE ZONE 1**

[See Attached]

Alameda County Collection Zone No. 1
Densely Populated Area

Basic Service Menu for Residents of Single-Family Homes

(Rates valid from July 1, 2012 through June 30, 2013)

Basic Weekly Collection Service* - Billed Quarterly

Container Size	Curbside Quarterly Rate	Backyard or Sideyard Quarterly Rate**
20-gallon Solid Waste Cart*	\$50.28	\$69.66
32-gallon Solid Waste Cart*	\$80.88	\$127.68
64-gallon Solid Waste Cart*	\$160.02	\$259.32
96-gallon Solid Waste Cart*	\$258.63	\$415.02

*Rate is based on size of Garage cart but includes two 96-gallon cans for chemicals and one 56-gallon can for Recyclables. Customers can request smaller cart sizes for organics and/or Recyclables; however, the quarterly rate will be the same as listed above.

** Backyard/sideyard service is provided for no additional charge to residents with disabilities; a form is required.

Rates for Bulky Items and E-Waste On-Call Pick-Up Service*

Material Type	Rate Per Pickup
E-Waste	Cell Phones, CPUs, Monitors, Copiers, Fax Machines, Laptops, Mouse, Keyboards, Printers, Televisions, Radios, Stereos, Speakers, Telephones, VCRs, DVDs, and Camcorders.
Major Appliances	Air Conditioners, Refrigerators, Freezers or any items containing oil, fuel or Freon.
Bulky Items	Gas & electric powered push style lawn mowers, and other large items: bathtubs, furniture, bicycles, used exercise equipment, beds, box springs, tires...etc. (Please contact us to verify additional items).

* There is no charge for cell phones collected through the curbside program, or for other waste appliances collected through the Cleanup Program.

\$64.41 (per item)

Miscellaneous Service

Service Description of Service Rate per Occurrence

Handy Hauler Service (4 Cubic Yard Bin; Temporary Use)*	Per placement and removal of 4 cubic yard bin provided for occasional use.	\$165.48
	Per day for rental of 4 cubic yard bin in excess of 7 days.	\$32.45
	Per pull and return of 4 cubic yard bin (pull and return involves the collection of garbage at the premises and leaving the empty handy hauler on the premises).	\$119.13
Cart Replacement	Charge if customer requires cart replacement in excess of one replacement per year (not applicable in cases of theft or damage from regular use). If driver must return due to resident error, such as failure to place cart curbside before collection time, overfilled cart, incorrect cart placement, contaminated materials.	\$86.50
Trip Charge	Charge if customer requests a change in cart size more than once per year.	\$14.99
Cart Delivery/Pick-Up	Company supplied Kraft bag paid for in advance (contact us to order).	\$14.99
Organics Overage	Customer supplied Kraft Bag.	\$10.31
Organics Overage	Doing a special construction, demolition or landscaping project? Now you can order a debris box.	\$6.44

[Click Here to Get Rates](#)

* Handy Hauler service is recommended for residents who have already used or are not eligible to use the Cleanup Program.

Additional On-Call Pick-Up Service for Single-Family Garbage Cart

(Cost per Pick-Up)

	32-gal	54-gal	96-gal
Pick-Up On Regularly Scheduled Day	\$11.25	\$24.21	\$39.26
Pick-Up Other than Regularly Scheduled Day	\$11.25	\$24.21	\$39.26

Additional On-Call Pick-Up Service for Single-Family Recyclables Cart

(Cost per Pick-Up)

	32-gal	64-gal	96-gal
Pick-Up On Regularly Scheduled Day		\$11.25	\$24.21
Pick-Up Other than Regularly Scheduled Day		\$11.25	\$24.21

Additional On-Call Pick-Up Service for Single-Family Organics Cart

(Cost per Pick-Up)

	32-gal	64-gal	96-gal
Pick-Up On Regularly Scheduled Day		\$11.25	\$24.21
Pick-Up Other than Regularly Scheduled Day		\$11.25	\$24.21

Pick-Up On Regularly Scheduled Day
 Pick-Up Other than Regularly Scheduled Day

Basic Service Menu

Cleanup / Bulky Item Collection Program

Setout Tips / FAQs

Household Hazardous & E-Waste Programs

Forms

Publications & Resources

Alameda County Collection Zone No. 1
Rural Area

Basic Service Menu for Residents of Single-Family Homes

(Rates valid from July 1, 2012 through June 30, 2013)

Basic Weekly Collection Service* -- Billed Quarterly

Container Size	Outside Quarter Rate
20-gallon Solid Waste Cart	\$71.72
32-gallon Solid Waste Cart or 1 - 32 gallon Bag	\$89.04
64-gallon Solid Waste Cart or 2 - 32 gallon Bags	\$149.48
96-gallon Solid Waste Cart or 3 - 32 gallon Bags	\$234.23

Additional On-Call Pick-Up Service for Single-Family Garbage Cart
(Cost per Pick-Up)

Container Size	Cost per Pick-Up
20-32-gal	\$11.25
64-gal	\$24.21
96-gal	\$39.26

Pick-Up On Regularly Scheduled Day

Alameda County Collection Zone No. 1
 Commercial Garbage

RATES FOR COMMERCIAL BIN CUSTOMERS

(Rates valid from July 1, 2012 through June 30, 2013)

Garbage Collection Service*
 Billed Monthly

Bin Size	Loose Materials					
	1	2	3	4	5	6
1 cubic yard	\$116.72	\$236.11	\$364.16	\$494.89	\$630.29	\$786.65
2 cubic yard	\$233.43	\$476.21	\$743.74	\$1,010.73	\$1,287.25	\$1,606.13
3 cubic yard	\$350.16	\$729.44	\$1,115.62	\$1,547.72	\$1,971.15	\$2,408.18
4 cubic yard	\$466.88	\$972.59	\$1,518.52	\$2,063.62	\$2,628.20	\$3,277.88
5 cubic yard	\$595.95	\$1,241.09	\$1,898.15	\$2,632.23	\$3,252.37	\$4,179.38
6 cubic yard	\$715.14	\$1,489.31	\$2,277.77	\$3,158.68	\$4,022.84	\$5,015.26
7 cubic yard	\$834.33	\$1,737.54	\$2,711.70	\$3,685.13	\$4,787.30	\$5,965.27

Bin Size	Compacted Materials				
	1	2	3	4	5
1 cubic yard	\$233.45	\$476.22	\$728.32	\$989.78	\$1,260.56
2 cubic yard	\$466.87	\$952.42	\$1,467.48	\$2,021.47	\$2,574.49
3 cubic yard	\$700.32	\$1,458.89	\$2,231.24	\$3,095.44	\$3,942.30
4 cubic yard	\$933.76	\$1,945.18	\$3,037.03	\$4,127.24	\$5,256.40
5 cubic yard	\$1,191.89	\$2,482.18	\$3,796.30	\$5,264.46	\$6,704.75
6 cubic yard	\$1,430.29	\$2,978.63	\$4,555.54	\$6,317.36	\$8,045.68
7 cubic yard	\$1,668.66	\$3,475.07	\$5,423.40	\$7,370.26	\$9,574.60

Additional On-Call Pick-Up for Garbage Bin (Cost per Pick-Up)

Bin Size	Loose Materials						
	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd	7 cu yd
Pick-Up On Regularly Scheduled Day	\$29.83	\$59.65	\$89.49	\$119.28	\$178.93	\$208.74	\$238.57
Pick-Up Other than Regularly Scheduled Day	\$52.99	\$81.45	\$110.16	\$138.56	\$190.50	\$224.15	\$257.80

Bin Size	Compacted Materials						
	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd	7 cu yd
Pick-Up On Regularly Scheduled Day	\$59.66	\$119.29	\$178.99	\$238.56	\$357.85	\$417.49	\$477.12
Pick-Up Other than Regularly Scheduled Day	\$105.99	\$162.89	\$220.32	\$277.13	\$381.00	\$448.30	\$515.59

Miscellaneous Services

Description of Services	Rate per Occurrence
Handy Hauler Service (± Cubic Yard Bin; Temporary Use)	\$165.48
Per placement and removal of 4 cubic yard bin provided for occasional use.	\$165.48
Per day for rental of 4 cubic yard bin in excess of 7 days	\$32.45
Per pull and return of 4 cubic yard bin ("pull and return" refers to the emptying and leaving of handy hauler for repeat use on same premises) Charge if Customer requires Cart replacement in excess of one replacement per year at no cost for damage or theft (not applicable in cases of theft or damage from regular use) If driver must return due to Customer error (such as failure to make Bin accessible before Collection time, overfilled Bin, incorrect Bin placement, contaminated materials)	\$119.13
Cart Replacement	\$86.50
Trip Charge (for Bin)	\$14.70
Trip Charge (for Carts) Overage Charge - Garbage Overage Charge - Recyclables Overage Charge - Organics Standby Charge Lost Lock Steam Cleaning Bin Steam Cleaning Cart	\$14.99 \$22.50 \$22.50 \$22.50 \$85.36 \$29.91 \$151.79 \$86.50

Alameda County Collection Zone No. 1
RATES FOR COMMERCIAL CART SERVICE CUSTOMERS

(Rates valid from July 1, 2012 through June 30, 2013)
Garbage Collection - Cart Service (Cost per month)

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Recycling Cart	\$32.77	\$66.86	\$102.26	\$138.96	\$176.99	\$216.31
64-gallon Recycling Cart	\$70.54	\$143.89	\$220.08	\$299.08	\$380.91	\$465.54
96-gallon Recycling Cart	\$114.43	\$233.43	\$357.02	\$485.19	\$617.92	\$755.23

Additional On-Call Pick-Up Service for Garbage Cart (Cost per Pick-Up)

Container Size	32-gal			64-gal			96-gal		

Pick-Up On Regularly Scheduled Day
 Pick-Up Other than Regularly Scheduled Day

	\$11.25	\$24.21	\$39.26
	\$11.25	\$24.21	\$39.26

Recyclables Collection Rates for Carts (Cost per Month)

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Recycling Cart	\$9.83	\$20.06	\$30.68	\$41.69	\$53.10	\$64.89
64-gallon Recycling Cart	\$21.16	\$43.17	\$66.02	\$89.72	\$114.27	\$139.66
96-gallon Recycling Cart	\$34.33	\$70.03	\$107.11	\$145.56	\$185.39	\$226.57

Additional On-Call Pick-Up Service for Recyclables Cart (Cost per Pick-Up)

Container Size	32-gal			64-gal			96-gal		

Pick-Up On Regularly Scheduled Day
 Pick-Up Other than Regularly Scheduled Day

	\$11.25	\$24.21	\$39.26
	\$11.25	\$24.21	\$39.26

**Organics Collection Rates for Carts
(Cost per Month)**

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Organics Cart	\$16.39	\$33.43	\$51.13	\$69.48	\$88.49	\$108.16
64-gallon Organics Cart	\$35.27	\$71.95	\$110.04	\$149.54	\$190.45	\$232.77
96-gallon Organics Cart	\$57.22	\$116.72	\$178.51	\$242.59	\$308.96	\$377.62

Alameda County Collection Zone No. 1
 Commercial Recycling Bins

Recycling Collection Rates
 Billed monthly

(Rates valid from July 1, 2012 through June 30, 2013)

Recyclables Rates - Bin Service (Cost per Month per Bin)

Bin Size	1	2	3	4	5	6	7
	Pick-Up per Week						
1 cubic yard	\$75.02	\$71.42	\$109.25	\$140.47	\$188.09	\$256.06	\$326.06
2 cubic yard	\$79.03	\$74.28	\$112.12	\$146.17	\$196.17	\$266.17	\$336.17
3 cubic yard	\$105.05	\$101.82	\$134.59	\$174.32	\$229.35	\$304.36	\$379.36
4 cubic yard	\$140.06	\$137.79	\$181.55	\$231.59	\$299.66	\$389.66	\$479.66
5 cubic yard	\$170.76	\$168.33	\$221.33	\$281.44	\$359.57	\$459.61	\$559.61
6 cubic yard	\$214.54	\$211.54	\$274.79	\$347.60	\$447.60	\$574.60	\$674.60
7 cubic yard	\$250.30	\$247.26	\$317.51	\$401.56	\$511.56	\$647.56	\$777.56

Bin Size	Comparted Pick-Ups						
	Pick-Up per Week						
1 cubic yard	\$70.03	\$142.87	\$218.50	\$296.03	\$370.17	\$447.99	\$520.16
2 cubic yard	\$140.06	\$285.73	\$446.25	\$606.44	\$772.35	\$943.68	\$1110.16
3 cubic yard	\$210.10	\$437.67	\$669.27	\$928.63	\$1192.62	\$1465.51	\$1742.51
4 cubic yard	\$280.13	\$583.55	\$911.11	\$1238.17	\$1578.91	\$1928.73	\$2282.73
5 cubic yard	\$350.17	\$744.65	\$1133.69	\$1579.34	\$2011.42	\$2427.63	\$2814.63
6 cubic yard	\$420.19	\$893.59	\$1366.66	\$1895.21	\$2413.71	\$2909.16	\$3309.16
7 cubic yard	\$490.60	\$1042.52	\$1527.02	\$2121.05	\$2672.38	\$3199.16	\$3709.16

Additional On-Call Pick-Up for Recyclables Bin (Cost per Pick-Up)

Bin Size	1	2	3	4	5	6	7
	Loose Material						
1 cubic yard	\$22.23	\$59.66	\$119.29	\$178.92	\$238.55	\$307.85	\$377.48
2 cubic yard	\$44.45	\$119.32	\$238.58	\$357.84	\$476.10	\$614.70	\$753.30
3 cubic yard	\$66.68	\$178.98	\$357.16	\$535.26	\$712.36	\$909.46	\$1106.56
4 cubic yard	\$88.90	\$238.64	\$476.28	\$712.36	\$947.46	\$1192.56	\$1437.66
5 cubic yard	\$111.13	\$307.90	\$614.80	\$921.70	\$1228.60	\$1535.50	\$1842.40
6 cubic yard	\$133.35	\$377.16	\$753.32	\$1129.68	\$1495.24	\$1860.32	\$2225.40
7 cubic yard	\$155.58	\$446.42	\$892.84	\$1365.26	\$1810.34	\$2225.40	\$2690.40

Bin Size	1	2	3	4	5	6	7
	Container Size						
1 cubic yard	\$22.23	\$59.66	\$119.29	\$178.92	\$238.55	\$307.85	\$377.48
2 cubic yard	\$44.45	\$119.32	\$238.58	\$357.84	\$476.10	\$614.70	\$753.30
3 cubic yard	\$66.68	\$178.98	\$357.16	\$535.26	\$712.36	\$909.46	\$1106.56
4 cubic yard	\$88.90	\$238.64	\$476.28	\$712.36	\$947.46	\$1192.56	\$1437.66
5 cubic yard	\$111.13	\$307.90	\$614.80	\$921.70	\$1228.60	\$1535.50	\$1842.40
6 cubic yard	\$133.35	\$377.16	\$753.32	\$1129.68	\$1495.24	\$1860.32	\$2225.40
7 cubic yard	\$155.58	\$446.42	\$892.84	\$1365.26	\$1810.34	\$2225.40	\$2690.40

Bin Size	1	2	3	4	5	6	7
	Container Size						
1 cubic yard	\$22.23	\$59.66	\$119.29	\$178.92	\$238.55	\$307.85	\$377.48
2 cubic yard	\$44.45	\$119.32	\$238.58	\$357.84	\$476.10	\$614.70	\$753.30
3 cubic yard	\$66.68	\$178.98	\$357.16	\$535.26	\$712.36	\$909.46	\$1106.56
4 cubic yard	\$88.90	\$238.64	\$476.28	\$712.36	\$947.46	\$1192.56	\$1437.66
5 cubic yard	\$111.13	\$307.90	\$614.80	\$921.70	\$1228.60	\$1535.50	\$1842.40
6 cubic yard	\$133.35	\$377.16	\$753.32	\$1129.68	\$1495.24	\$1860.32	\$2225.40
7 cubic yard	\$155.58	\$446.42	\$892.84	\$1365.26	\$1810.34	\$2225.40	\$2690.40

Bin Size	1	2	3	4	5	6	7
	Container Size						
1 cubic yard	\$22.23	\$59.66	\$119.29	\$178.92	\$238.55	\$307.85	\$377.48
2 cubic yard	\$44.45	\$119.32	\$238.58	\$357.84	\$476.10	\$614.70	\$753.30
3 cubic yard	\$66.68	\$178.98	\$357.16	\$535.26	\$712.36	\$909.46	\$1106.56
4 cubic yard	\$88.90	\$238.64	\$476.28	\$712.36	\$947.46	\$1192.56	\$1437.66
5 cubic yard	\$111.13	\$307.90	\$614.80	\$921.70	\$1228.60	\$1535.50	\$1842.40
6 cubic yard	\$133.35	\$377.16	\$753.32	\$1129.68	\$1495.24	\$1860.32	\$2225.40
7 cubic yard	\$155.58	\$446.42	\$892.84	\$1365.26	\$1810.34	\$2225.40	\$2690.40

Bin Size	1	2	3	4	5	6	7
	Container Size						
1 cubic yard	\$22.23	\$59.66	\$119.29	\$178.92	\$238.55	\$307.85	\$377.48
2 cubic yard	\$44.45	\$119.32	\$238.58	\$357.84	\$476.10	\$614.70	\$753.30
3 cubic yard	\$66.68	\$178.98	\$357.16	\$535.26	\$712.36	\$909.46	\$1106.56
4 cubic yard	\$88.90	\$238.64	\$476.28	\$712.36	\$947.46	\$1192.56	\$1437.66
5 cubic yard	\$111.13	\$307.90	\$614.80	\$921.70	\$1228.60	\$1535.50	\$1842.40
6 cubic yard	\$133.35	\$377.16	\$753.32	\$1129.68	\$1495.24	\$1860.32	\$2225.40
7 cubic yard	\$155.58	\$446.42	\$892.84	\$1365.26	\$1810.34	\$2225.40	\$2690.40

Alameda County Collection Zone No. 1
Commercial Organic Bins

Recycling Collection Rates
Billed Monthly

(Rates valid from July 1, 2012 through June 30, 2013)
Organics - Bin Service (Cost per Month per Bin)

Bin Size	Organic Materials					
	1 cubic yard	2 cubic yard	3 cubic yard	4 cubic yard	5 cubic yard	6 cubic yard
1 cubic yard	\$58.36	\$116.72	\$175.08	\$233.44	\$291.79	\$350.15
2 cubic yard	\$116.72	\$233.44	\$350.15	\$466.86	\$583.57	\$700.28
3 cubic yard	\$175.08	\$350.15	\$525.22	\$700.28	\$875.41	\$1,050.54
4 cubic yard	\$233.44	\$466.86	\$700.28	\$933.69	\$1,167.52	\$1,404.35
5 cubic yard	\$291.79	\$583.57	\$875.41	\$1,167.52	\$1,461.65	\$1,755.78
6 cubic yard	\$350.15	\$700.28	\$1,050.54	\$1,404.35	\$1,757.16	\$2,108.97

Bin Size	Completed Materials					
	1 cubic yard	2 cubic yard	3 cubic yard	4 cubic yard	5 cubic yard	6 cubic yard
1 cubic yard	\$116.72	\$233.44	\$350.15	\$466.86	\$583.57	\$700.28
2 cubic yard	\$233.44	\$466.86	\$700.28	\$933.69	\$1,167.52	\$1,404.35
3 cubic yard	\$350.15	\$700.28	\$1,050.54	\$1,404.35	\$1,757.16	\$2,108.97
4 cubic yard	\$466.86	\$933.69	\$1,404.35	\$1,871.13	\$2,338.61	\$2,806.09
5 cubic yard	\$583.57	\$1,167.52	\$1,757.16	\$2,338.61	\$2,925.19	\$3,511.67
6 cubic yard	\$700.28	\$1,404.35	\$2,108.97	\$2,806.09	\$3,511.67	\$4,213.75

Additional On-Call Pick-Up for Organics Bin (Cost per Pick-Up)

Bin Size	Organic Materials						Completed Materials					
	1 cubic yard	2 cubic yard	3 cubic yard	4 cubic yard	5 cubic yard	6 cubic yard	1 cubic yard	2 cubic yard	3 cubic yard	4 cubic yard	5 cubic yard	6 cubic yard
1 cubic yard	\$29.83	\$59.65	\$89.48	\$119.30	\$149.13	\$178.95	\$29.83	\$59.65	\$89.48	\$119.30	\$149.13	\$178.95
2 cubic yard	\$59.65	\$119.30	\$178.95	\$238.60	\$298.25	\$357.90	\$59.65	\$119.30	\$178.95	\$238.60	\$298.25	\$357.90
3 cubic yard	\$89.48	\$178.95	\$268.42	\$357.90	\$447.37	\$536.84	\$89.48	\$178.95	\$268.42	\$357.90	\$447.37	\$536.84
4 cubic yard	\$119.30	\$238.60	\$357.90	\$447.37	\$536.84	\$626.31	\$119.30	\$238.60	\$357.90	\$447.37	\$536.84	\$626.31
5 cubic yard	\$149.13	\$298.25	\$447.37	\$536.84	\$626.31	\$715.78	\$149.13	\$298.25	\$447.37	\$536.84	\$626.31	\$715.78
6 cubic yard	\$178.95	\$357.90	\$536.84	\$715.78	\$894.76	\$1,073.71	\$178.95	\$357.90	\$536.84	\$715.78	\$894.76	\$1,073.71

Bin Size	Organic Materials						Completed Materials					
	1 cubic yard	2 cubic yard	3 cubic yard	4 cubic yard	5 cubic yard	6 cubic yard	1 cubic yard	2 cubic yard	3 cubic yard	4 cubic yard	5 cubic yard	6 cubic yard
Pick-Up On Regularly Scheduled Day	\$58.66	\$117.32	\$175.98	\$234.64	\$293.30	\$351.96	\$58.66	\$117.32	\$175.98	\$234.64	\$293.30	\$351.96
Pick-Up Other than Regularly Scheduled Day	\$105.99	\$211.98	\$317.97	\$423.96	\$529.95	\$635.94	\$105.99	\$211.98	\$317.97	\$423.96	\$529.95	\$635.94

Bin Size	Organic Materials						Completed Materials					
	1 cubic yard	2 cubic yard	3 cubic yard	4 cubic yard	5 cubic yard	6 cubic yard	1 cubic yard	2 cubic yard	3 cubic yard	4 cubic yard	5 cubic yard	6 cubic yard
Pick-Up On Regularly Scheduled Day	\$58.66	\$117.32	\$175.98	\$234.64	\$293.30	\$351.96	\$58.66	\$117.32	\$175.98	\$234.64	\$293.30	\$351.96
Pick-Up Other than Regularly Scheduled Day	\$105.99	\$211.98	\$317.97	\$423.96	\$529.95	\$635.94	\$105.99	\$211.98	\$317.97	\$423.96	\$529.95	\$635.94

DEBRIS BOX AND COMPACTOR RATES

(Rates valid from July 1, 2012 through June 30, 2013)

Per-Pull Charges and Disposal/Processing Rates

Customer shall be charged a per-pull rate each time its drop box or compactor box is serviced. In addition, customer will be charged for each ton of material collected at rates listed below. Per ton charges will be calculated after materials are collected.

Material Type	Drop Box Size	Charge	Disposal & Processing Rates
Garbage	15	\$364.24	\$35.26
	20	\$485.73	\$35.26
	30	\$728.59	\$35.26
	40	\$971.46	\$35.26
	12	\$874.31	\$35.26
	15	\$1,092.89	\$35.26
Compacted Garbage	16	\$1,165.75	\$35.26
	20	\$1,457.19	\$35.26
	24	\$1,748.62	\$35.26
	25	\$1,821.48	\$35.26
	30	\$2,185.78	\$35.26

Dirt	40	\$2,914.37	\$35.26
Concrete	6	\$218.58	\$26.00
Brick	6	\$218.58	\$13.00
	6	\$218.58	\$34.00

Construction & Demolition Materials Debris Box Rates

	15	\$364.24	\$74.00
	20	\$485.73	\$74.00
	30	\$728.59	\$74.00

Metal

	40	\$971.46	\$74.00
	15	\$364.24	\$74.00
	20	\$485.73	\$74.00
	30	\$728.59	\$74.00

Wood

	40	\$971.46	\$74.00
	15	\$364.24	\$58.00
	20	\$485.73	\$58.00
	30	\$728.59	\$58.00

Organics

	40	\$971.46	\$58.00
	15	\$364.24	\$55.00
	20	\$485.73	\$55.00
	30	\$728.59	\$55.00
	40	\$971.46	\$55.00

Material Type	Drop Box Size	Charge	Disposal & Processing Rates
Compacted Organics	12	\$773.73	\$55.00
	15	\$967.16	\$55.00
	16	\$1,031.64	\$55.00
	20	\$1,289.55	\$55.00
	24	\$1,547.45	\$55.00
	25	\$1,611.93	\$55.00
	30	\$1,934.32	\$55.00
	40	\$2,579.09	\$55.00
	15	\$364.24 n/a	\$55.00
	20	\$485.73 n/a	\$55.00
Recyclables	30	\$728.59 n/a	\$55.00
	40	\$971.46 n/a	\$55.00
	12	\$874.31 n/a	\$55.00
	15	\$1,092.89 n/a	\$55.00
Compacted Recyclables	16	\$1,165.75 n/a	\$55.00
	20	\$1,457.19 n/a	\$55.00

24	\$1,748.62	n/a
25	\$1,821.48	n/a
30	\$2,185.78	n/a
40	\$2,914.37	n/a

Rates for Miscellaneous Service for Debris Boxes and Compactor Boxes

Services	Description of Services	Rate per Occurrence
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Cancellation Service	All box sizes	\$119.51
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Demurrage Charge	Rate for rental of Drop Box or Compactor in excess of 7 days All box sizes	\$4.77
Placement Charge		\$64.50

White Good (Large Appliances)	Per Item	\$68.00
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Mattress	Per Item	\$58.00
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Special Landfill Handling Fee

All box
sizes

\$300.00

Certificate Of Destruction

All box
sizes

\$300.00

Relocation Fee

All box
sizes

\$96.28

EXHIBIT C
SCHEDULE FOR PERFORMANCE ADJUSTMENTS
LIQUIDATED DAMAGES FOR FAILURE TO MEET STANDARDS

LSI may be assessed Liquidated Damages in the event LSI fails to fulfill its obligations with regards to the events listed in this Exhibit in accordance with the terms and conditions of the MOU with regards to the time frame for accomplishing each event and nature of the responsibility associated with the event unless otherwise stated in this Exhibit. Refer to Section 10.6 of the MOU for procedures for assessing Liquidated Damages.

Collection Reliability		
1.	For failure to maintain the collection schedule for a portion of a route or entire route on the scheduled day (unless non-collection was warranted pursuant to this MOU.)	\$25.00/ container
2.	For each failure over fifteen (15) annually to collect Solid Waste, which has been properly set out for collection from an established service recipient account on the scheduled collection day.	\$150.00
3.	For each failure to collect missed collections within 24 hours of receipt of the Complaint:	\$300.00
4.	For each failure to collect Solid Waste, Recyclable Materials or Compostable Materials which has been properly set out for collection, from the same service recipient on two (2) consecutive scheduled pick ups.	\$150.00
5.	For each failure to notify the appropriate authorities of reportable quantities of Hazardous Waste per Section 5.11 of the LSI Agreement.	\$500.00
6.	For each failure over five (5) annually to commence service to a new County Customer within seven (7) calendar days after order received and account number established or failure to deliver a different Container size to a County Customer within seven (7) Business Days of request or failure to deliver kitchen pail, Multi-family personal Recycling bins, Commercial Recycling or Compostable bins for internal use within the timeframe required by Article 5 of the LSI Agreement, as may be applicable per this MOU.	\$150.00
7.	For each failure over five (5) annually to deliver kitchen pails, Multi-family reusable Recycling bags for tenants, Commercial Recycling or Compostable bins for internal use within the timeframe required by Article 5, as may be applicable per this MOU.	\$150.00
Collection Quality		
8.	For each occurrence over five (5) annually of unreasonable leaking or Unacceptable Spillage of Solid Waste, Recyclable Materials, or Compostable Materials and failure to pick up or clean up such material immediately:	\$300.00
9.	For each occurrence over twelve (12) annually of failure to replace containers in original position, upright, with lids attached to or on Carts or Bins:	\$150.00

10.	For each failure over twenty-four (24) annually of not closing gate, crossing planted areas or other damage to private property	\$300.00
11.	For each occurrence over five (5) annually of collecting Solid Waste, Recyclable Materials, and Compostable Materials during unauthorized hours.	\$300.00
12.	For each occurrence over twelve (12) of excessive noise.	\$300.00
13.	For each failure over twelve (12) annually of not tagging containers which are left:	\$150.00
14.	For each occurrence over five (5) annually of damage to property that is not repaired in 30 days.	\$250.00
15.	For each occurrence of mixing Recyclable Materials, Solid Waste, and Compostable Materials during Collection.	\$150.00
16.	Failure to deliver materials to Approved Disposal Site, Approved Recyclables Processing Site, or Approved Composting Site (depending on the type of material)	\$150.00/ton
Customer Responsiveness		
17.	For each occurrence of unreasonably discourteous behavior	\$500.00
18.	For each failure to respond to and initiate a remedy to a complaint from a County Customer within eight (8) working hours after notification by the County.	\$300
19.	For each failure to answer the telephone or answering machine from a County Customer during the hours specified in Section 6.9.4 of the LSI Agreement	\$300
20.	For each failure to respond to service requests/calls from a County Customer within 24 hours as specified in Section 6.9.4 of the LSI Agreement	\$300
21.	For each failure to return calls from County Customers received during non-business hours no later than 5:00 p.m. of the following Business Day	\$300
22.	For each occurrence over five (5) annually for complaints from County Customers regarding waiting on hold for more than two (2) minutes as specified in Section 6.9 of the LSI Agreement.	\$150
Reporting and Performance Adjustments*		
23.	For each day that a Monthly Report to the County is late.	\$100.00/day
24.	For each day that a Quarterly Report to the County is late.	\$200.00/day
25.	For each day a Semi-Annual Report to the County is late.	\$300.00/day
26.	For each day an Annual Report to the County is late:	\$300.00/day

Public Education		
27.	Failure to prepare and distribute the service information brochure to County Customers as required by Section 5.2(a) of this MOU	\$150.00/day
28.	Failure to provide annual notification to County Multi-Family and Commercial Customers as required by Section 5.2(b) of this MOU	\$300.00/day.
29..	Failure to provide the County a reasonable opportunity to review and comment on public education materials, as required by Section 5.2(c) of this MOU.	\$150.00/day
Miscellaneous		
30.	Failure to perform any of the obligations set forth in this MOU not specifically stated above and not corrected or proceeding in good faith to correct within twenty-four (24) hours upon twenty-four (24) hour Notification by County.	\$150.00/day

* 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 as indicated in the Reporting and Performance Adjustment section above.

In placing Designee's initials at the places provided, LSI and the County each specifically confirm the accuracy of the statements made above and the fact that both LSI and the County have had ample opportunity to consult with legal counsel and obtain an explanation of the Liquidated Damage provisions at the time that the MOU was made.

LSI

County

Initial here: _____

Initial here: _____

EXHIBIT D

**CREDIT CALCULATION FOR ALLOCATION OF O/H AND DEPRECIATION TO
COUNTY OF ALAMEDA**

[See Attached]

Summary

Livermore Sanitation, Inc
Allocation of O/H and Depreciation to County of Alameda
Credits Summary

Summary	
Reallocation	
From General and Administrative (6D)	\$ 23,920.00
From Vehicle Maintenance (6D)	\$ 7,100.53
From Container Maintenance (6D)	\$ 1,128.06
Frontloader Depreciation Credit	\$ 8,209.75
Residential Depreciation Credit	\$ 5,833.34
Total Credits	\$ 46,191.67

Credits to be applied to annual rate Application as line item credits and index per Exhibit I in Index Year For Cost Based rate Adjustment years
the attached allocations table (Customer Counts) shall be applied to determine allocation of line item costs for G&A, Vehicle Maintenance and Container Maintenance
Frontloader Depreciation Credit for use of Frontloader Equipment shall be based upon Frontloader depreciation allocation which is determined by frontloader lifts

Residential Depreciation Credit for use of Residential Equipment shall be based upon Residential depreciation allocation which is determined by Residential Customer Count

Livermore Sanitation, Inc
Allocation of O/H and Depreciation to County of Alameda
Allocation Methodology

Rural a	Curt		Commercial/Multi-family (Form 6B)				Drop Box (Form 6C)				County, Recyclable Materials Drop Box	TOTAL	
	Compostables Recyclables	Compostables Close In	Solid Waste	Recyclable Materials	Compostables	County Solid Waste	County Recyclable Materials	County Compostables	Solid Waste	Recyclable Materials			County Solid Waste Drop Box
169 217%	0 0.000%	169 0.217%	1,633 2.092%	1,633 2.092%	1,633 2.092%	62 0.079%	0 0.000%	0 0.000%	86 0.110%	0 0.000%	0 0.000%	0 0.000%	78,055 100.000%
			62,088 23%	62,088 23%	84,928 32%	4,784 2%	4,784 2%	0	4,784 2%	0	0	0	266,616 100%
169 231%	0 0.000%	169 0.231%	0 0.000%	0 0.000%	0 0.000%	0 0.000%	0 0.000%	0 0.000%	0 0.000%	0 0.000%	0 0.000%	0 0.000%	73,007 100.000%

Total Frontloader Depreciation			\$ 228,767.44
Lifts Franchise	257,048	96.41%	\$ 220,557.70
Lifts County	9,568	3.59%	\$ 8,209.75
Total Lifts	266,616		\$ 228,767.44

Total Residential Depreciation Depreciation			\$ 664,390.56
Franchise Customers	72,366	99.12%	\$ 658,557.22
County residential Customers	641	0.88%	\$ 5,833.34
Total Lifts	73,007		\$ 664,390.56

ALAMEDA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

The following was action taken by the Board of Supervisors on November 6, 2012

Approved as Recommended Other

Unanimous Carson Chan Haggerty Valle Miley - 5
Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

- Resolution(s) 2012-367 and 2012-382
- Ordinance(s) _____
- Contract(s) _____

File No. 28538
Item No. 24

Copies sent to:

Liz McElligott QIC 50701

Special Notes:

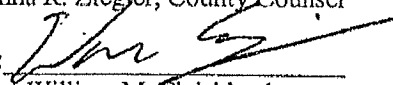


I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By: James Rhodes
Deputy

Approved as to form:
Donna R. Ziegler, County Counsel

By: 
William M. Fleishhacker
Deputy County Counsel

**THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA,
STATE OF CALIFORNIA**

RESOLUTION NO. R- 2012- 367

**RESOLUTION GRANTING LIVERMORE SANITATION, INC. EXCLUSIVE RIGHTS TO
PROVIDE SOLID WASTE AND RECYCLING SERVICES WITHIN COUNTY COLLECTION
SERVICE ZONE NO. 1 AND APPROVING THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LIVERMORE, LIVERMORE SANITATION, INC., AND THE
COUNTY**

WHEREAS, the County of Alameda desires to improve solid waste and recycling service to unincorporated residents and businesses in the vicinity of the City of Livermore to respond to numerous complaints from unincorporated residents about the inconsistency of collection services provided and fees charged in the unincorporated area; and

WHEREAS, the County of Alameda is in support of the county-wide 75% solid waste diversion goal contained in the Waste Reduction and Recycling Initiative Charter Amendment (Measure D), adopted by the voters in November 1990; and

WHEREAS, improving solid waste and recycling service to the unincorporated area would benefit County residents and further the County's efforts to reach the diversion goal in Measure D; and

WHEREAS, Livermore Sanitation, Inc. (LSI) provides exclusive solid waste and recycling services to the City of Livermore pursuant to a Franchise Agreement with the City; and

WHEREAS, in order to facilitate improved solid waste and recycling services, the County desires to have LSI provide exclusive collection services to the unincorporated Livermore area similar to those services provided within the corporate limits of the City of Livermore; and

WHEREAS, Chapter 6.40 of Title 6 of the County General Ordinance Code gives the Board of Supervisors the authority to establish County Collection Service Zones and to grant exclusive rights to solid waste haulers for the collection of solid waste, compostable materials and recyclable materials within such zones; and

WHEREAS, County Collection Service Zone No. 1 was established by Resolution No. 2012 - ____, approved by the Board of Supervisors on November 6, 2012; and

WHEREAS, the County desires to grant exclusive rights to LSI to provide collection services within County Collection Service Zone No. 1, and desires to have the specific scope, nature and requirements of the provision of such services to be as set forth in a Memorandum of Understanding entered into by and between the County, LSI, and the City of Livermore.

ALAMEDA COUNTY BOARD OF SUPERVISORS
RESOLUTION NO. R-2012-~~367~~
RESOLUTION GRANTING EXCLUSIVE RIGHTS AND APPROVING MOU
NOVEMBER 6, 2012

PAGE 2

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 6.40.290 of the County General Ordinance Code, and subject to the exception provided in Section 6.40.300, the Board of Supervisors does hereby grant Livermore Sanitation, Inc. exclusive rights to provide services for the collection of solid waste, compostable materials, and recyclable materials within County Collection Service Zone No. 1; and

BE IT FURTHER RESOLVED that the specific scope, nature, and requirements of the provision of such services shall be as provided in the Memorandum of Understanding between the City of Livermore, Livermore Sanitation, Inc., and the County of Alameda, which is hereby approved by the Board of Supervisors, and which is attached hereto as Exhibit A.

THE FOREGOING was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this 6 day of November, 2012, to wit:

AYES: Supervisors: Carson, Chan, Haggerty, Valle & President Miley – **5**

NOES: None

EXCUSED: None

Walter Miley

PRESIDENT, BOARD OF SUPERVISORS

File No: 28538
Agenda No: 24
Document No: C-2012-155
Resolution No: R-2012-367



I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Supervisors, Alameda County, State of California

ATTEST:
Clerk of the Board
Board of Supervisors

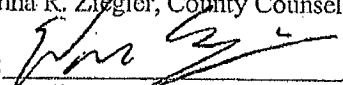
By: James P. Pobles
Deputy

Exhibit A

**Memorandum of Understanding between the City of Livermore, Livermore Sanitation, Inc., and
the County of Alameda**

(See attached)

Approved as to form:
Donna R. Ziegler, County Counsel

By: 
William M. Fleishhacker
Deputy County Counsel

THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA,
STATE OF CALIFORNIA

RESOLUTION NO. R-2012- 382

RESOLUTION ESTABLISHING COUNTY COLLECTION SERVICE ZONE NO. 1 IN
ACCORDANCE WITH CHAPTER 6.40 OF TITLE 6 OF THE COUNTY GENERAL
ORDINANCE CODE

WHEREAS, the County of Alameda desires to improve solid waste and recycling service to unincorporated residents and businesses in the vicinity of the City of Livermore to respond to numerous complaints from unincorporated residents about the inconsistency of collection services provided and fees charged in the unincorporated area; and

WHEREAS, Chapter 6.40 of Title 6 of the County General Ordinance Code gives the Board of Supervisors the authority to establish County Collection Service Zones and to grant exclusive rights to solid waste haulers for the collection of solid waste, compostable materials and recyclable materials within such zones; and

WHEREAS, granting exclusive rights for the collection of solid waste, compostable materials and recyclable materials to Livermore Sanitation, Inc. would facilitate improved solid waste and recycling service to the unincorporated Livermore area; and

WHEREAS, the establishment of a County Collection Service Zone in the unincorporated area around the City of Livermore is necessary to facilitate the granting of exclusive rights to Livermore Sanitation, Inc; and

WHEREAS, the boundaries of the territory proposed to be included in County Collection Zone No. 1 are as set forth in Exhibit A; and

WHEREAS, County Collection Service Zone No. 1 will be comprised of two geographic areas: the Densely-Populated Area adjacent to the city boundary and the Rural Area further away from the city boundary; and

WHEREAS, the street addresses of the properties included in the designated Densely Populated Area are listed in Exhibit B;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby establish County Collection Service Zone No. 1, as set forth and described in Exhibit A, attached hereto and by this reference incorporated herein.

THE FOREGOING was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this 6 day of November, 2012, to wit:

AYES: Supervisors: Carson, Chan, Haggerty, Valle & President Miley – **5**

NOES: None

EXCUSED: None

Mark Miley

PRESIDENT, BOARD OF SUPERVISORS

File No: 28538
Agenda No: 24
Document No: C-2012-155
Resolution No: R-2012-382



I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Supervisors, Alameda County, State of California

ATTEST:

Clerk of the Board
Board of Supervisors

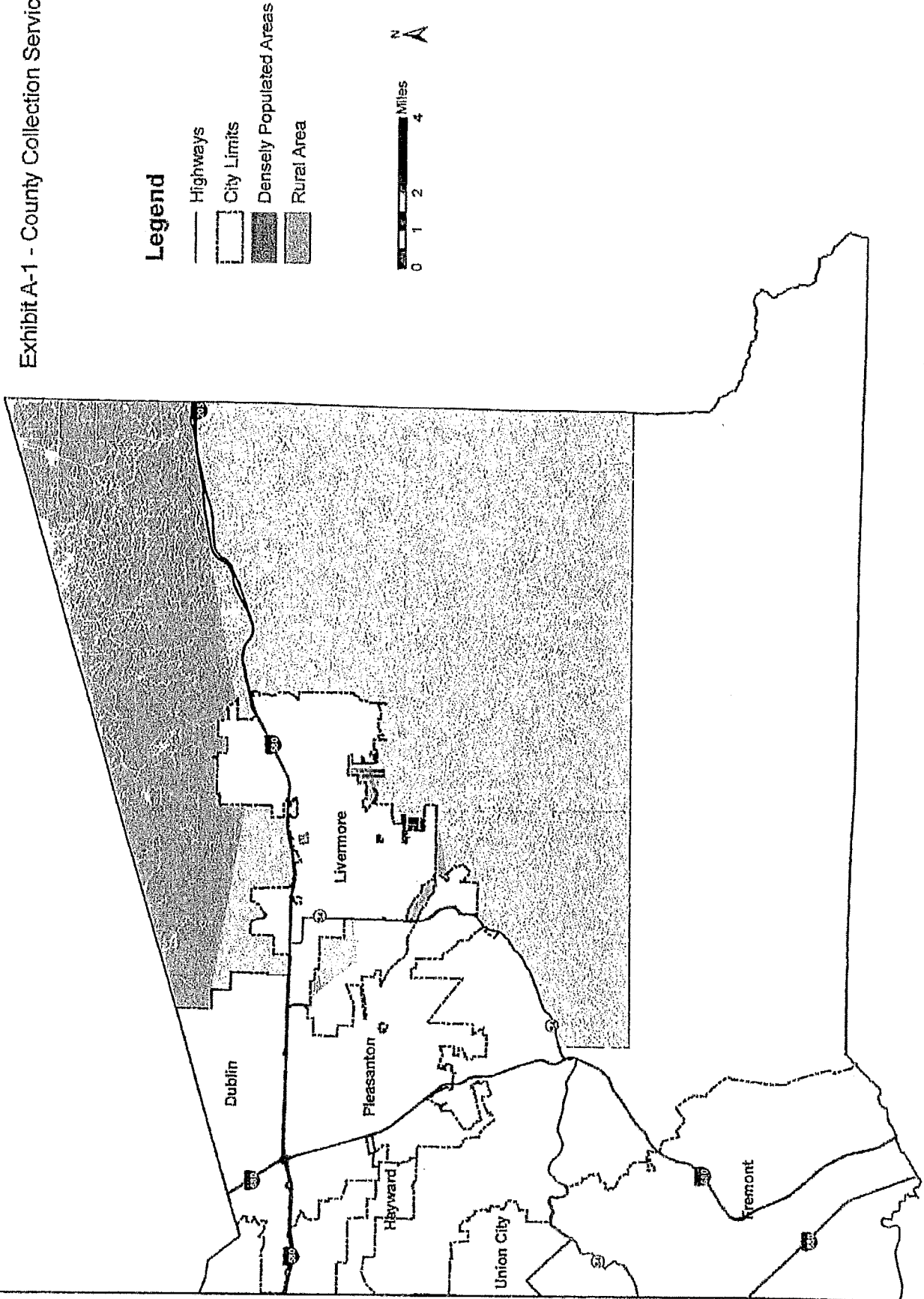
By: James Robles
Deputy

Exhibit A
County Collection Service Zone No. 1

(See attached)

Memorandum of Understanding Between the City of Livermore, Alameda County and Livermore Sanitation, Inc. Regarding Solid Waste and Recycling Services

Exhibit A-1 - County Collection Service Zone 1



Memorandum of Understanding Between the City of Livermore, Alameda County and Livermore Sanitation, Inc. Regarding Solid Waste and Recycling Services

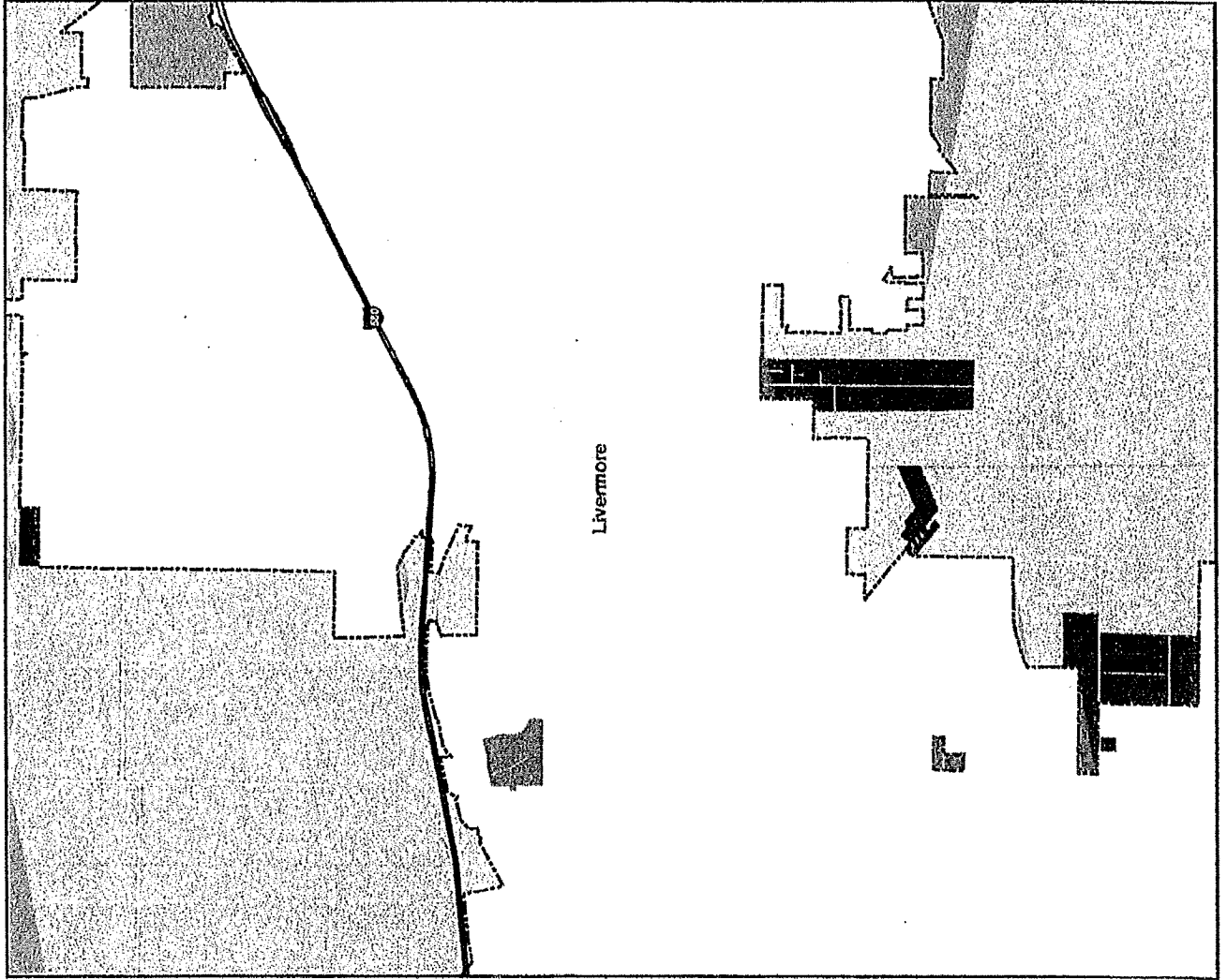


Exhibit A-2 - Densely Populated Areas

Legend

- Highways
- City Limits
- Densely Populated Areas
- Rural Area



Exhibit B
List of Street Addresses within the Densely-Populated Area

1620 Arroyo Rd	2272 Buena Vista Ave	3364 Marina Ave
1434 Buena Vista Ave	2288 Buena Vista Ave	3374 Marina Ave
1442 Buena Vista Ave	2360 Buena Vista Ave	3384 Marina Ave
1450 Buena Vista Ave	2368 Buena Vista Ave	2020 Pleasant View Ln
1473 Buena Vista Ave	2383 Buena Vista Ave	2100 Pleasant View Ln
1474 Buena Vista Ave	2440 Buena Vista Ave	2143 Pleasant View Ln
1522 Buena Vista Ave	2476 Buena Vista Ave	2242 Pleasant View Ln
1551 Buena Vista Ave	2512 Buena Vista Ave	2280 Pleasant View Ln
1565 Buena Vista Ave	2552 Buena Vista Ave	2350 Pleasant View Ln
1578 Buena Vista Ave	2600 Buena Vista Ave	2418 Pleasant View Ln
1601 Buena Vista Ave	2694 Edwards Ln	2486 Pleasant View Ln
1630 Buena Vista Ave	2926 Edwards Ln	2600 Reed Ave
1651 Buena Vista Ave	2089 N Livermore Ave	2601 Reed Ave
1656 Buena Vista Ave	2250 N Livermore Ave	2622 Reed Ave
1732 Buena Vista Ave	2268 N Livermore Ave	2799 Reed Ave
1740 Buena Vista Ave	2294 N Livermore Ave	2830 Reed Ave
1746 Buena Vista Ave	2300 N Livermore Ave	2839 Reed Ave
1755 Buena Vista Ave	1880 S Livermore Ave	2940 Reed Ave
1762 Buena Vista Ave	1890 S Livermore Ave	3052 Reed Ave
1763 Buena Vista Ave	1960 S Livermore Ave	
1780 Buena Vista Ave	1960 S Livermore Ave	
1826 Buena Vista Ave	1969 S Livermore Ave	
1888 Buena Vista Ave	2060 S Livermore Ave	
1900 Buena Vista Ave	2100 Marina Ave	
1901 Buena Vista Ave	2200 Marina Ave	
1912 Buena Vista Ave	2251 Marina Ave	
1969 Buena Vista Ave	2268 Marina Ave	
1970 Buena Vista Ave	2364 Marina Ave	
1972 Buena Vista Ave	2390 Marina Ave	
2027 Buena Vista Ave	2416 Marina Ave	
2052 Buena Vista Ave	2466 Marina Ave	
2067 Buena Vista Ave	2480 Marina Ave	
2075 Buena Vista Ave	2520 Marina Ave	
2080 Buena Vista Ave	2560 Marina Ave	
2086 Buena Vista Ave	2565 Marina Ave	
2098 Buena Vista Ave	2596 Marina Ave	
2112 Buena Vista Ave	2634 Marina Ave	
2130 Buena Vista Ave	2645 Marina Ave	
2137 Buena Vista Ave	2680 Marina Ave	
2164 Buena Vista Ave	2720 Marina Ave	
2169 Buena Vista Ave	2750 Marina Ave	
2182 Buena Vista Ave	2827 Marina Ave	
2187 Buena Vista Ave	2949 Marina Ave	
2211 Buena Vista Ave	2980 Marina Ave	
2230 Buena Vista Ave	3053 Marina Ave	
2243 Buena Vista Ave	3130 Marina Ave	
2244 Buena Vista Ave	3150 Marina Ave	
2249 Buena Vista Ave	3246 Marina Ave	
2252 Buena Vista Ave		
2262 Buena Vista Ave		

EXHIBIT Q
SERVICES TO SCHOOLS

**CONTRACT BETWEEN THE LIVERMORE VALLEY
JOINT UNIFIED SCHOOL DISTRICT AND LIVERMORE
SANITATION, INC.**

~~SOLID WASTE AND RECYCLING SERVICES~~
~~AGREEMENT~~



LIVERMORE
SCHOOL DISTRICT

THIS SOLID WASTE AND RECYCLING SERVICES AGREEMENT (the "Agreement"), made effective on August 1, 2013, in the County of Alameda, State of California, by and between the LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT" and LIVERMORE SANITATION, INC., hereinafter referred to as "CONTRACTOR."

That DISTRICT and CONTRACTOR, for the consideration stated herein, agree as follows:

1. This Contract is entered into pursuant to a competitive Request for Proposal (RFP) process.

2. **Contract:** The complete contract includes all of the contract documents, including the Request for Proposal and the attachments thereto, Workers' Compensation Certificate, Fingerprinting Certificate, Insurance Policies, Scope of Work, this Agreement, and all modifications and amendments thereto, and by this reference are incorporated herein.

3. **Terms and Conditions of Work:**

a. CONTRACTOR, agrees to collect, haul away and to properly dispose of all trash and recycling materials, as needed, from the locations specified in the Request for Proposal, in accordance with the specifications and subject to the terms and conditions set forth in the contract documents.

b. CONTRACTOR agrees to furnish covered (hinged at the rear) metal, leak-proof containers (bins) of the type, size, and quantity specified in the Request for Proposal, and to maintain them in a state of good repair and cleanliness, in accordance with all applicable laws and rules and regulations of all government agencies, including the County of Alameda.

c. CONTRACTOR agrees to steam clean, disinfect and deodorize the bins as often as necessary, however not less than once per year, to maintain them in a sanitary condition. CONTRACTOR also agrees to provide bin covers, replace

~~lock bars and replace bins DISTRICT considers unsafe or unsanitary, within twenty-four (24) hours of DISTRICT's request.~~

d. CONTRACTOR shall perform the bin pick-ups under the Agreement during periods which would minimize any potential disruption or interference with any school activities.

e. DISTRICT will notify CONTRACTOR of DISTRICT's off-track schedule when pick-ups will be performed on an "as needed" basis.

f. In providing the services under the Agreement, including the equipment to be used and the operation thereof, CONTRACTOR agrees to fully comply with DISTRICT and County of Alameda policies and regulations, all State of California and Federal laws, the rules and regulations of the California Highway Patrol, and other applicable ordinances.

g. CONTRACTOR shall secure, pay for, and maintain current during the entire term of the Agreement all the necessary licenses, permits, fees, and taxes, which may be required by city, county, state and federal government or agencies for the performance of the services under this Agreement.

h. CONTRACTOR hereby certifies that all truck drivers performing services under this Agreement are fully licensed as required by state law.

4. **Term:** The District is looking for a strategic long-term partner and understands many resource efficiency initiatives will take time to develop. The District intends to enter a contract or contracts for a minimum period of three (3) years including up to two, one (1)-year renewal options for a maximum total of five (5) years. The initial term of the Agreement shall commence on August 1, 2013.

5. **Rates:**

The fee schedule for waste and recycling services under this Agreement shall be as specified in the attached copy of the RFP.

6. **Annual Rate Adjustment:** If DISTRICT decides to exercise one or more of the one-year option terms, for each option term, the fee schedule may be adjusted to

~~reflect an annual rate adjustment based on CPI (consumer price index), the proposed rate structure is guaranteed for five (5) years. The change in the CPI shall be for the twelve-month period ending the most recent June 30th. CONTRACTOR shall notify DISTRICT in writing thirty (30) days in advance of any rate change.~~

7. **Invoice Statement and Payment:**

a. At the end of each month, CONTRACTOR shall submit to DISTRICT's Accounts Payable Department:

i. An itemized and detailed statement specifying the schools and sites serviced and the number and dates of pick-ups per week; and

ii. Two (2) copies of each itemized and detailed invoice for each school and site specifying the applicable District purchase order number.

b. Special pick-ups shall be invoiced individually and separately and invoices for such pick-ups shall include the date, location, number of special pick-ups, number of bins picked up, applicable rates, and total amount due.

c. DISTRICT shall pay undisputed invoices within thirty (30) days of receipt of each invoice. The payments will be made in arrears throughout the term of the Agreement and in accordance with the fees specified in this Agreement. The invoices shall reflect the following, as applicable:

i. Deductions for pick-up service missed and not made up by CONTRACTOR within twenty-four (24) hours of the scheduled pick-up time;

ii. Adjustments for reductions or increases in the number of pick-ups for each bin as amended by DISTRICT with 24-hour notice to CONTRACTOR;

iii. Proration's for pick-ups during the off-track schedule; and

iv. Additional on demand services (40 yard roll offs).

8. **Independent Contractor:** CONTRACTOR is, and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between DISTRICT and CONTRACTOR or any of CONTRACTOR's employees or agents. CONTRACTOR shall assume exclusively the responsibility for the acts of its employees and agents as they relate to services to be provided during the course and scope of their employment. CONTRACTOR, its employees and agents, shall not be entitled to any rights and/or privileges of DISTRICT's employees and shall not be considered in any manner to be DISTRICT's employees.

~~9. **Damage and Repairs:** CONTRACTOR shall be fully responsible for any~~
damage to school property, buildings, structures, or grounds as a result of its
operations. Should CONTRACTOR fail to make the necessary repairs promptly and to
the satisfaction of DISTRICT, DISTRICT may have the repairs made and invoice
CONTRACTOR or deduct the cost of such repairs from payments due CONTRACTOR.

10. **Insurance:**

a. During the entire term of this Agreement, CONTRACTOR shall
procure, pay for and keep in full force and effect, the following types of insurance:

i. Comprehensive General Liability Insurance with respect to
the services provided under this Agreement with coverage of not less than One Million
Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the
aggregate. The insurance certificate shall name DISTRICT as an additional insured.

ii. Automobile insurance and liability insurance for death, bodily
injury and property damage with coverage of not less than One Million Dollars
(\$1,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate.

iii. Worker's compensation insurance for CONTRACTOR's
employees and agents as required by law. Concurrent with this Agreement,
CONTRACTOR shall also submit to DISTRICT a fully-executed Workers' Compensation
Certificate.

b. The required policies of insurance shall be carried with responsible
and solvent insurance companies authorized to do business in the State of California.
True and correct copies of all certificates of insurance reflecting the required coverage
shall be provided to DISTRICT prior to performing any services under this Agreement.
CONTRACTOR agrees that it shall not cancel or change the coverage provided by the
policies of insurance without first giving DISTRICT's Purchasing Department, thirty (30)
days prior written notice. Should any such policy of insurance be cancelled or changed,
CONTRACTOR agrees to immediately provide DISTRICT with true and correct copies
of all new or revised certificates of insurance.

11. **Indemnification:** CONTRACTOR shall indemnify and hold harmless
DISTRICT, its Board of Education, officers, employees, and agents from any and all
claims, demands, losses, liability for injury to or death of any person, damage to any
property, suits or judgments to which DISTRICT and/or CONTRACTOR may be
subjected, including expenses of litigation, court costs, penalties, and attorney's fees
and other fees whatsoever of any kind or nature, arising out of or alleged to arise out of
actions, omissions, errors or negligent acts of CONTRACTOR or its officers,
employees, or any other agent acting pursuant to and performing under this Agreement.
CONTRACTOR, however, shall not be required to indemnify for the acts of intentional
misconduct or negligence by the party to be indemnified. CONTRACTOR, at
CONTRACTOR's own expense, cost, and risk, shall defend any and all actions, suits, or

~~other proceedings arising out of or alleged to arise out of actions, omissions, errors or negligent acts of CONTRACTOR or its officers, employees, or any other agent acting pursuant to and performing under this Agreement that may be brought or instituted against DISTRICT, its Board of Education, officers, employees or agents, or any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against DISTRICT, its Board of Education, officers, employees or agents in any such action, suit or other proceedings as a result thereof.~~

12. **Fingerprinting Certification:** Concurrent with the execution of this Agreement, CONTRACTOR and its subcontractors, if any, shall complete and execute a Fingerprinting Certification form, in the form included herein certifying that CONTRACTOR has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with DISTRICT pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

13. **Default and Termination:** Should either party default in the performance of or breach any covenant, condition, or restriction of this Agreement herein provided to be kept or performed by such party, and should such default or breach continue uncured for a period of ten (10) days from and after written notice thereof, the non-breaching party may, at its option, terminate this Agreement by giving the other party written notice thereof.

14. **Amendments:** No modification or revision shall be of any force or effect, unless the same is in writing and executed by the parties.

15. **Assignment:** This Agreement or any interest of CONTRACTOR herein shall not at any time, be assigned or transferred by CONTRACTOR, without the prior written consent of DISTRICT. The parties shall at all times remain liable for the performance of the covenants and conditions to be performed pursuant to this Agreement, notwithstanding any assignment or transfer which may be made.

16. **Education and Training:** Conduct Classroom and assembly presentations for students and teachers to educate them about waste reduction and recycling goals.

Provide training and communication in an annual meeting to discuss waste handling procedures and collection issues for custodians.

Provide appropriate training for the cafeteria staff and students to continue the organics waste collection program in schools.

17. **Notices:** All notices, statements, demands, requests, consents, approvals, authorizations, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by confirmed facsimile transmission or United States registered mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR: LIVERMORE SANITATION
7000 National Drive
Livermore, CA 94550

DISTRICT: LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
Attn: **Gloria Rios**
Purchasing Department
685 E Jack London Blvd
Livermore, CA 94551

Either party may change its address or contact person by giving notice to the other party.

18. **Signature:** This Agreement must be signed in the name of CONTRACTOR and must bear the signature of the person or persons duly authorized to sign the Agreement. If CONTRACTOR is a joint venture or partnership, there shall be submitted with the Agreement, certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and the individual who shall act in all matters relative to the Agreement for the joint venture or partnership.

The parties have executed this Agreement as indicated below:

District: LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT

Name: Susan Kinder



Signature

Title: Chief Business Official

6-6-13

Date

Contractor: Livermore Sanitation, Inc.

By: Louie Pellegrini

Name: Louie Pellegrini

Title: President

Date: 6-13-13

Attachments (as contained in RFP):

- Fee Schedule for Waste and Recycling Services
- Workers' Compensation Certificate
- School Year Calendar

EXHIBIT "B"

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Livermore Sanitation Inc.

By _____

(Signature of Authorized Signor)

(Title of Signor)

By

(Signature of Authorized Signor)

(Title of Signor)

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

EXHIBIT "C" FINGERPRINTING

CERTIFICATION

To the Governing Board of the Livermore Valley Joint Unified School District

I _____, acknowledge and certify as follows: (Livermore Sanitation)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ and the FBI.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in California on ____/____/____

Typed or printed name

Address

Title

Signature

**NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE SECTION 45125.1)**

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

The proposed solid waste bins and recycling bins and associated pick-up and disposal schedules are as follows:

**ATTACHMENT A
LIST OF LOCATIONS/SERVICE**

School	Current Services				
	Waste Stream	Qty	Size	Service Days	Rate
ALTAMONT CREEK SCHOOL	MSW	1	3-Yard	M TH	364.72
ALTAMONT CREEK SCHOOL	Mixed RCY	1	4- Yard	W	70.03
ALTAMONT CREEK SCHOOL	Mixed RCY	1	3-Yard	W	52.52
ALTAMONT CREEK SCHOOL	Mixed RCY	10	96 gallon	W	85.60
ALTAMONT CREEK SCHOOL	Organics	3	96 gallon	T	42.90
ALTAMONT CREEK SCHOOL	Organics	1	2-yd	T	58.36
Monthly Total					\$ 674.13

	Waste Stream	Qty	Size	Service Days	Rate
ARROYO MOCHO SCHOOL	No Service				
ARROYO MOCHO SCHOOL	No Service				
ARROYO MOCHO SCHOOL	No Service				
Monthly Total					\$0 -

	Waste Stream	Qty	Size	Service Days	Rate
ARROYO SECO SCHOOL	MSW	1	3-Yard	M TH	364.72
ARROYO SECO SCHOOL	Mixed RCY	1	3-Yard	T TH	109.42
ARROYO SECO SCHOOL	Mixed RCY	28	96 gallon	T	239.68
ARROYO SECO SCHOOL	Organics	2	2yd	TH	116.72
Monthly Total					\$ 830.54

	Waste Stream	Qty	Size	Service Days	Rate
CHRISTENSEN SCHOOL	MSW	2	4-Yard	M TH	972.60
CHRISTENSEN SCHOOL	Mixed RCY	1	2-Yard	W	35.01
CHRISTENSEN SCHOOL	Mixed RCY	10	96 gallon	W	85.60
CHRISTENSEN SCHOOL	Organics	2	96 gallon	T	28.60
CHRISTENSEN SCHOOL	Organics	1	2YD	T	58.36
Monthly Total					\$ 1180.17

	Waste Stream	Qty	Size	Service Days	Rate
DEL VALLE 5TH ST. SCHOOL	MSW	1	3-Yard	TH	175.08
DEL VALLE 5TH ST. SCHOOL	Mixed RCY	1	2-Yard	T	35.01
DEL VALLE 5TH ST. SCHOOL	Mixed RCY	4	96 gallon	T	28.60
Monthly Total					\$ 238.69

	Waste Stream	Qty	Size	Service Days	Rate
EAST AVENUE SCHOOL	MSW	1	6-YD	M TH	744.66
EAST AVENUE SCHOOL	Mixed RCY	1	4-Yard	T	70.03
EAST AVENUE SCHOOL	Mixed RCY	16	96 gallon	T	139.96
EAST AVENUE SCHOOL	Organics	1	96 gallon	T	14.30
EAST AVENUE SCHOOL	Organics	2	2 yd	T	116.72
Monthly Total					\$ 1085.67

	Waste Stream	Qty	Size	Service Days	Rate
EMMA C SMITH SCHOOL	MSW	1	4-Yard	M TH	486.30
EMMA C SMITH SCHOOL	Mixed RCY	1	4-Yard	T	70.03
EMMA C SMITH SCHOOL	Mixed RCY	13	96 gallon	T	111.28
EMMA C SMITH SCHOOL	Organics	1	96 gallon	T	14.30
EMMA C SMITH SCHOOL	Organics	1	2yd	T	58.36
Monthly Total					\$ 740.27

	Waste Stream	Qty	Size	Service Days	Rate
JACKSON AVENUE SCHOOL	MSW	1	6 YD	M W F	1138.89
JACKSON AVENUE SCHOOL	Mixed RCY	1	3-Yard	TH	52.52
JACKSON AVENUE SCHOOL	Mixed RCY	3	96 gallon	TH	25.68
JACKSON AVENUE SCHOOL	Organics	1	96 gallon	T	14.30
JACKSON AVENUE SCHOOL	Organics	1	2yd	T	58.36
Monthly Total					\$ 1289.75

	Waste Stream	Qty	Size	Service Days	Rate
JOE MITCHELL SCHOOL	MSW	1	4-Yard	M TH	486.30
JOE MITCHELL SCHOOL	Mixed RCY	1	4-Yard	T	70.03
JOE MITCHELL SCHOOL	Mixed RCY	12	96 gallon	T	102.72
JOE MITCHELL SCHOOL	Organics	1	2YD	T	58.36
Monthly Total					\$ 717.44

	Waste Stream	Qty	Size	Service Days	Rate
JUNCTION AVE SCHOOL	MSW	1	6-Yard	M W F	1138.89
JUNCTION AVE SCHOOL	Mixed Recycling	1	6-Yard	T	107.27
JUNCTION AVE SCHOOL	Mixed Recycling	1	3-Yard	T	52.52
JUNCTION AVE SCHOOL	Mixed Recycling	13	96 gallon	T	111.28
JUNCTION AVE SCHOOL	Organics	1	64 gallon	T	8.82
JUNCTION AVE SCHOOL	Organics	1	2-Yard	T	58.36
Monthly Total					\$ 1477.44

	Waste Stream	Qty	Size	Service Days	Rate
LEO CROCE ELEMENTARY	MSW	1	4-Yard	M W F	759.26
LEO CROCE ELEMENTARY	Mixed Recycling	2	3-Yard	W	105.04
LEO CROCE ELEMENTARY	Mixed Recycling	19	96 gallon	W	162.64
LEO CROCE ELEMENTARY	Organics	1	96 gallon	T	14.30
LEO CROCE ELEMENTARY	Organics	1	2	T	58.36
Monthly Total					\$ 1099.6

	Waste Stream	Qty	Size	Service Days	Rate
MARYLIN AVE SCHOOL	MSW		15 Comp	per haul	See attached rate fee
MARYLIN AVE SCHOOL	Mixed RCY	1	4-YD	T	70.03
MARYLIN AVE SCHOOL	Mixed RCY	6	64 gallon	T	51.36
MARYLIN AVE SCHOOL	Organics	1	96 gallon	T	14.30
MARYLIN AVE SCHOOL	Organics	1	2 YD	T	58.36
Monthly Total					\$ 194.05

	Waste Stream	Qty	Size	Service Days	Rate
RANCHO LAS POSITAS	MSW	1	4-Yard	M TH	233.44
RANCHO LAS POSITAS	Mixed RCY	1	4-Yard	T	70.03
RANCHO LAS POSITAS	Mixed RCY	6	96 gallon	T	51.36
	Organics	1	2 YD	W	58.36
Monthly Total					\$ 413.19

	Waste Stream	Qty	Size	Service Days	Rate
SUNSET SCHOOL	MSW	1	4-Yard	M TH	486.30
SUNSET SCHOOL	Mixed RCY	1	4-Yard	T	70.03
SUNSET SCHOOL	Mixed RCY	1	2-Yard	T	35.01
SUNSET SCHOOL	Mixed RCY	15	96 gallon	T	128.40
	Organics	1	2YD	T	58.36
Monthly Total					\$ 778.1-

	Waste Stream	Qty	Size	Service Days	Rate
MENDENHALL	MSW		15 Comp	per haul	See attached rate fee
MENDENHALL	MIXED RCY	2	4-Yard	T	140.06
MENDENHALL	MIXED RCY	15	96 gallon	T	128.40
MENDENHALL	Organics	1	2	T	58.36
Monthly Total					\$ 326.82

	Waste Stream	Qty	Size	Service Days	Rate
GRANADA HIGH SCHOOL	MSW	3	6-Yard	M W F	3416.67
GRANADA HIGH SCHOOL	MSW	1	6-Yard	M	357.57
GRANADA HIGH SCHOOL	MIXED RCY	2	7-Yard	TH	250.30
GRANADA HIGH SCHOOL	MIXED RCY	1	4-Yard	TH	70.03
GRANADA HIGH SCHOOL	MIXED RCY	11	96 gallon	TH	94.16
GRANADA HIGH SCHOOL	Green Waste	1	64 gallon	T	8.82
GRANADA HIGH SCHOOL					
Monthly Total					\$ 4197.55

	Waste Stream	Qty	Size	Service Days	Monthly Rate
LIVERMORE HIGH SCHOOL	MSW		15 YD Comp		See attached rate fee
LIVERMORE HIGH SCHOOL	MSW	1	2-Yard	W	116.72
LIVERMORE HIGH SCHOOL	MSW	1	4-Yard	W	233.44
LIVERMORE HIGH SCHOOL	MIXED RCY	1	7-Yard	M TH	260.63
LIVERMORE HIGH SCHOOL	MIXED RCY	1	2-Yard	M	35.01
LIVERMORE HIGH SCHOOL	MIXED RCY	1	7-Yard	TH	125.15
LIVERMORE HIGH SCHOOL	MIXED RCY	2	4-Yard	M	140.06
Monthly Total					\$ 911.04

	Waste Stream	Qty	Size	Service Days	Monthly Rate
DISTRICT OFFICES	MSW	1	3-Yard	M W	175.08
DISTRICT OFFICES	MIXED RCY	1	7-Yard	M	125.15
DISTRICT OFFICES	MIXED RCY	2	3-Yard	M	105.04
Monthly Total					\$ 405.27

	Waste Stream	Qty	Size	Service Days	Monthly Rate
MAINTENANCE YARD	MSW	1	4-Yard	M	233.44
MAINTENANCE YARD	MIXED RCY	1	4-Yard	T	70.03
MAINTENANCE YARD	MIXED RCY	1	96 gallon	T	8.56
MAINTENANCE YARD	Green Waste	1	96 gallon	T	14.30
Monthly Total					\$ 326.33

*Total School Year Savings- based on 10 month school year

MSW - means Municipal Solid Waste

Ancillary Services: Commercial		
Bin Delivery, Removal, Exchange	\$ 7.35	Deliver, remove or exchange bin per site. Up to 5 bins per trip.
Cart Delivery, Removal, Exchange per site	\$ 7.50	Deliver, remove or exchange cart per site. Up to 10 carts per trip
Container Maintenance Fee (Optional)	\$ 75.90	Cleaning fee assessed per bin per month. Customer is entitled to one bin exchange per year. CMF eliminates the Exchange charge for one exchange per bin per year.
Overage (Snapshot)	\$ N/A	Per Occurrence
Extra Pick Up Trip Charge (Non-Routed Service Day)	\$ 26.50	Trip Charge does not include service. Charge to drive truck to customer site. Trip charge is not per bin, it is per site address.
Extra Pick Up MSW per Yard	\$ 11.25	Charge per yard for any non-scheduled MSW service.
Extra Pick Up Recycling per Yard	\$ 11.25	Trip Charge plus x per yard
Extra Pick Up Organics per Yard	\$ 11.25	Trip Charge plus x per yard
Locks (New or Replacement)	\$ 14.96	Sale & Delivery of Lock (per lock). Does not include bin with lock bar or bin delivery
Servicing Locked Bins	\$ 0.00	Per bin per service
Install Lock Bar on Bin & Deliver (with lock)	\$	Includes transportation (delivery or exchange)
Ancillary Services: Roll Off		
Delivery per Box	\$ 32.26	Delivery each box – routed services
Exchange	\$ 32.26	Customer requests box exchange
Trip Charge	\$ Pull Rate	Contractor arrives at customer site, but are not able to service box due to customer caused circumstance
Wait Time Charge	\$ 15.00	Customer asks driver to wait on site. Rate is per 15 minutes or any portion of 15 minute period
Dig Out Charge	\$ 25.00	Roll Off Box or Compactor Receiver packed so tight the load will not discharge

Container Size	Monthly Cost: 1 Haul Per Month Service	Monthly Cost: 2 Hauls Per Month Service	Cost for On-Call Pickup
6-Yard	\$ 109.29 + 26 PER TON	\$ 109.29 + 26 PER TON	\$ 109.29 + 26 PER TON
14-Yard	\$ 182.12 + 35.26 PER TON	\$ 182.12 + 35.26 PER TON	\$ 182.12 + 35.26 PER TON
20-Yard	\$ 242.87 + 35.26 PER TON	\$ 242.87 + 35.26 PER TON	\$ 242.87 + 35.26 PER TON
30-Yard	\$ 364.30 + 35.26 PER TON	\$ 364.30 + 35.26 PER TON	\$ 364.30 + 35.26 PER TON
40-Yard	\$ 485.73 + 35.26 PER TON	\$ 485.73 + 35.26 PER TON	\$ 485.73 + 35.26 PER TON