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**SOLID WASTE COLLECTION AGREEMENT**

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**Executed Between the**

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**City of Richmond and Richmond Sanitary Service, Inc.**

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**d/b/a Republic Services of Richmond.**

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**This 1st day of July 2025**

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86 This Solid Waste Collection Agreement (“Agreement”) is hereby entered into by and between the  
87 City of Richmond, a charter city existing under the laws of the State of California (“City”), and Richmond  
88 Sanitary Service, Inc., a California [Corporation] (“Contractor”), as of July 1, 2025, under the terms and  
89 conditions set forth herein.

90  
91 **RECITALS**

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

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

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

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

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

119 By Resolution No. 95-12, the City Council of City duly approved this Agreement, together with the  
120 Franchise Fee, Contractor payments to City, and other City-imposed fees provided for in the Agreement  
121 (collectively “City Imposed Fees”), and found and determined that such City Imposed Fees were both  
122 necessary and reasonably reflect, or are less than, the actual costs City that will incur in the administration  
123 of the contracted services, compliance with mandatory state laws and regulations related to the contracted  
124 services, and to mitigate the impacts contracted services will have on City streets.

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## **OPERATIVE PROVISIONS**

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

### **Article 1. Definitions**

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

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

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

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

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

1.05 Reserved.

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

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

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

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

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

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

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

178 1.13 Applicable Law. "Applicable Law" shall mean all Federal, state, county, and local laws,  
179 regulations, rules, orders, judgments, decrees, permits, approvals, or other requirements of any governmental  
180 agency having jurisdiction over an aspect of this Agreement that are in force on the Effective Date, including,  
181 without limitation, the City's Municipal Code, the California Integrated Waste Management Act of 1989 (Public  
182 Resources Code Section 40000 et seq.) as amended as of the Effective Date, inclusive (without exclusion to  
183 other amendments not referenced here) of AB 939, AB 341, AB 1826, AB 1594, SB 1383, and inclusive of all  
184 regulations implementing the same. It shall also include City's current Corrective Action Plan, as issued by  
185 the California State Auditor.

186 1.14 Bin. "Bin" means a metal or plastic waste Container designed or intended to be  
187 mechanically serviced by a commercial front-end loader vehicle. It shall be designed to hold from one (1) to  
188 six (6) cubic yards of material with the lid properly closed. The specifications for Contractor-provided Bins are  
189 set forth in Exhibit 3.

190 1.15 Biohazardous or Biomedical Waste. "Biohazardous or Biomedical Waste" means any  
191 waste which may cause disease or reasonably be suspected of harboring pathogenic organisms; included  
192 are waste resulting from the operation of medical clinics, hospitals, and other facilities processing wastes,  
193 which may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological  
194 specimens, hypodermic needles, sharps, contaminated clothing, and surgical gloves.

195 1.16 Box. "Box" means a large open-top rectangular metal Container used to store and transport  
196 Solid Waste, Recyclable Materials, Green Waste, Construction and Demolition Debris, or other materials,

197 Collected using a special vehicle equipped with hooks and a winch to pull the Box onto the flat bed of the  
198 truck for transport.

199           1.17     Bulky Waste. "Bulky Waste" means furniture, household appliances, automobile tires,  
200 shipping crates and containers, carpets, mattresses, oversized yard waste such as tree trunks and large  
201 branches if no larger than two feet in diameter and four feet in length, and similar large bulky or heavy items  
202 not normally discarded on a regular basis at a residential, commercial, or business establishment and which  
203 do not fit in a regular Collection Container and require special handling due to their size but can be Collected  
204 and transported without the assistance of special loading equipment (such as forklifts or cranes) and without  
205 violating vehicle load limits. "Bulky Items" do not include Construction and Demolition Debris or Electronic  
206 Waste, the latter of which is regarded as Universal Waste and the Disposal of which is governed by the  
207 Department of Toxic Substances Control.

208           1.18     Business Day. "Business Day" means any Monday through Friday, excluding any holidays  
209 as defined in Section 1.58.

210           1.19     Calendar Year. "Calendar Year" means each twelve (12) month period from January 1 to  
211 December 31.

212           1.20     Cart. "Cart" means a heavy plastic receptacle with a rated capacity of at least twenty (20)  
213 and not more than one hundred (100) gallons, having a hinged tight-fitting lid and wheels, that is provided by  
214 the Exclusive Franchise Solid Waste Contractor, approved by the City, and used by Service Recipients for  
215 Collection, accumulation, and removal of Solid Waste from commercial, industrial, or residential Premises in  
216 connection with Exclusive Franchise Solid Waste Collection. The specifications for Contractor-provided Carts  
217 are set forth in Exhibit 3.

218           1.21     CERCLA. "CERCLA" means the Comprehensive Environmental Response, Compensation  
219 and Liability Act of 1980, 42 U.S.C. Sections 9601 and following, as may be amended and regulations  
220 promulgated thereunder.

221           1.22     Change in Law. "Change in Law" means the occurrence of any of the following events after  
222 the Effective Date, affecting the Parties' responsive obligations or the performance of their respective  
223 obligations under this Agreement (except for any payment obligations): (i) the enactment, adoption,  
224 promulgation, amendment, repeal, judicial interpretation, or formal administrative interpretation of any  
225 Applicable Law; (ii) the issuance of any order or judgment of any Federal, state, or local court or agency in a  
226 proceeding to which a Party is a party, but not to the extent such order or judgment finds the Party asserting  
227 there to have been a Change in Law to have been negligent or otherwise at fault; or (iii) the denial, suspension,  
228 or termination of any government permit or other entitlement, but not to the extent such denial, suspension,  
229 or termination is the result of any act or omission of the Party asserting there to have been a Change in Law.

230           1.23     City. "City" means the City of Richmond, California, including any unincorporated areas of  
231 the County that may be annexed by the City during the Initial Term and all extensions.

232 1.24 City Collection Service. "City Collection Service" means City Clean-up Services, City  
233 Garbage Collection Service, Bulky Waste Collection Services, City Organic Waste Collection Service, City  
234 Recyclable Materials Service, and City-Sponsored Events Services as more particularly described  
235 immediately below.

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

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

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

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

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

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

252 1.25 City Facility. "City Facility(ies)" means any building or other site that the City owns, leases,  
253 or occupies that are listed in Exhibit 2.

254 1.26 City Manager. "City Manager" means the City Manager of the City of Richmond, or his or  
255 her designated representative, or any employee of the City who succeeds to the duties and responsibilities  
256 of the City Manager.

257 1.27 Collect and Collection and Collected. "Collect", "Collection", and "Collected" all refer to the  
258 removal of Solid Waste from a Service Unit and transportation to the Disposal Facility, Organic Waste  
259 Processing Facility, Materials Recovery Facility, or Transfer Station, as appropriate.

260 1.28 Collection Container. "Collection Container" means a Bin, Cart, Debris Box or Roll-Off  
261 Container that is approved by the Agreement Administrator for use by Service Recipients for Collection  
262 Services under this Agreement.

263 1.29 Collection Services. "Collection Services" means Contractor's obligations under this  
264 Agreement to Collect Solid Waste within the Service Area. Collection Service includes Residential Collection  
265 Service, Multi-Family Dwelling (MFD) Collection Service, Commercial Collection Service, and City Collection  
266 Service.

267 1.30 Collection Vehicle. "Collection Vehicle" means a licensed vehicle that has all required  
268 licenses to provide Collection Service and that has been approved by the Agreement Administrator for use  
269 under this Agreement.

270 1.31 Commencement Date. "Commencement Date" has the meaning specified in Section 2.01  
271 of this Agreement.

272 1.32 Commercial Collection Service. "Commercial Collection Services" means Collection  
273 Service provided to Commercial Service Units. Commercial Collection Service specifically includes the  
274 following:

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

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

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

284 1.33 Compactor. "Compactor" means any Collection Container which has a compaction  
285 mechanism, whether stationary or mobile.

286 1.34 Compost. "Compost" means the act or product of the controlled biological decomposition  
287 of Organic Wastes that are Source Separated or are separated at a centralized facility. Compost may also  
288 include the product of anaerobic digestion or other conversion technologies.

289 1.35 Construction and Demolition Debris. "Construction and Demolition Debris" means  
290 discarded materials removed from Premises, resulting from construction, renovation, remodeling, repair,  
291 deconstruction, or demolition operations on any pavement, house, commercial building, or other structure or  
292 from landscaping. Such materials include, but are not limited to: "inert wastes" as defined in Public Resources  
293 Code Section 41821.3(a)(1) (rock, concrete, brick, sand, soil, ceramics and cured asphalt); gravel; plaster;  
294 gypsum wallboard; aluminum; glass; plastic pipe; roofing material; carpeting; wood; masonry; trees; remnants  
295 of new materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, and  
296 packaging; and rubble resulting from construction, remodeling, renovation, repair and demolition operations  
297 on pavements, houses, commercial buildings, and other structures.

298 1.36 Consumer Price Index (CPI). "CPI" means both the index sets published by the United  
299 States Department of Labor, Bureau of Labor Statistics and, more specifically, Consumer Price Index series  
300 CUSR0000SEHG, Water and Sewer and Trash Collection Services in U.S. city average, all urban  
301 consumers, seasonally adjusted or its successor index.

302 1.37 Container. "Container" means a Collection Container.

303 1.38 Contaminant. "Contaminant" means any material or substance placed into or found in a  
304 Collection Container, other than the type of Source Separated material for which that Collection Container is  
305 intended or reserved. For example, anything that is not Recyclable Materials is a Contaminant if placed into  
306 or found in a Recyclable Materials Collection Container. Similarly, anything that is not Organic Waste is a  
307 Contaminant if placed into or found in an Organic Waste Collection Container.

308 1.39 Contractor. "Contractor" means Richmond Sanitary Service, Inc., which has entered into  
309 this Agreement.

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

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

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

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

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

322 1.45 Diversion Compliance. "Diversion Compliance" means compliance with Diversion  
323 requirements under the Act and applicable CalRecycle regulations. Should there be a Change in Law for  
324 Diversion Compliance, Contractor may request a rate adjustment pursuant to Section 30.02.

325 1.46 Dwelling Unit. "Dwelling Unit" means a building or part of a building designed for residential  
326 use by a single independent housekeeping unit and having separate exterior access, toilet, and facilities for  
327 cooking and sleeping.

328 1.47 Edible Food. "Edible Food" has the same meaning as found in Section 9.20.010 of the  
329 Richmond Municipal Code. Edible Food means food intended for human consumption. For purposes of this  
330 Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement  
331 requires or authorizes the recovery of food that does not meet the food safety requirements of the California  
332 Retail Food Code.

333 1.48 Edible Food Recovery. "Edible Food Recovery" means the actions to Collect and distribute  
334 Edible Food and distributing it to local food recovery organizations from places where it would otherwise go  
335 to waste, such as, but not limited to, restaurants, grocery stores, produce markets, school cafeterias, or dining  
336 facilities.

337           1.49       Effective Date. “Effective Date of Agreement” shall mean the date on which the Agreement  
338 is signed by the duly authorized representatives and the parties and delivered by the last of the parties to sign  
339 and deliver.

340           1.50       Electronic Waste (E-Waste). “E-Waste” means electronic equipment such as stereos,  
341 televisions, computers, and other similar items Collected from Single-Family Dwelling (SFD) Service Units or  
342 MFD Service Units.

343           1.51       Exempt Waste. “Exempt Waste” consists of “Excluded Waste” as defined in Section  
344 9.20.010 of the Richmond Municipal Code as well as Biohazardous or Biomedical Waste, Hazardous Waste,  
345 Sludge, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-  
346 acid batteries, dead animals, and those wastes under the control of the Nuclear Regulatory Commission.

347           1.52       Food Waste. “Food Waste” means (a) food scraps, including all edible or inedible food  
348 such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta,  
349 bread, cheese, coffee grounds, and eggshells; and (b) food-soiled paper, which is compostable paper  
350 material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates,  
351 paper coffee cups, napkins, and pizza boxes. Food Waste excludes fats, oils, and grease when such materials  
352 are Source Separated from other Food Waste.

353           1.53       Franchise Fee. “Franchise Fee” means a payment that the Contractor has voluntarily  
354 agreed to pay to City in consideration of the exclusive rights granted by the City under this Agreement. City  
355 and Contractor acknowledge and agree that the amount of the Franchise Fee is the result of bona fide, arms-  
356 length negotiations between City and Contractor. Contractor further acknowledges and agrees that the  
357 amount of the Franchise Fee represents the City’s costs associated with this Agreement, Solid Waste  
358 Collection, and other lawful bases and/or payment for use of tangible government property. Contractor is not  
359 required by this Agreement or any City ordinance, resolution, or regulation to charge the Franchise Fee to  
360 Customers. Because the Franchise Fee represents a cost to Contractor in performing services pursuant to  
361 this Agreement, Contractor may, in its sole discretion, include an amount equal to the Franchise Fee in the  
362 Collection Service Rates.

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

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

370           1.56       Gross Revenue. “Gross Revenue” means all monetary amounts actually Collected or  
371 received by Contractor for the provision of all services pursuant to this Agreement, including, but not limited  
372 to: all receipts from Service Recipients, inclusive of late charges, contamination charges, but excluding  
373 therefrom Franchise Fees.,. “Gross Revenue”, for purposes of this Agreement, does not include revenues

374 generated from the sale of Recyclable Material, Compost, or energy; or grants, cash awards, State of  
375 California Department of Conservation payments, or rebates resulting from the performance of this  
376 Agreement.

377 1.57 Hazardous Waste. "Hazardous Waste" has the same meaning as set forth in Section  
378 13.50.010 of the Richmond Municipal Code. Hazardous Waste shall have the meaning set forth in California  
379 Code of Regulations, Title 14 §17225.32 and Health and Safety Code §25117, or successor laws and  
380 regulations as may be amended from time to time.

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

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

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

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

398 1.62 Large Item. "Large Item" means a residential household item weighing two hundred (200)  
399 pounds or less that is set out for Collection as part of a Bulky Waste Collection Service. A Large Item can  
400 consist of furniture (a dining or lawn furniture set of table and chairs counts as one Large Item), a household  
401 appliance, automobile tires (four [4] tires count as one Large Item), shipping crates and containers, exercise  
402 equipment, carpets, mattresses / box springs (a matched set of mattress and box springs counts as one  
403 Large Item). A Large Item cannot consist of a commercial-size appliance.

404 1.63 Materials Recovery Facility. "Materials Recovery Facility" means the facility listed in Exhibit  
405 8 to which Recyclable Materials are brought for separation into marketable Recyclable Materials.

406 1.64 Maximum Service Rate. "Maximum Service Rate" means the maximum amount that  
407 Contractor may charge Service Recipients for Solid Waste Collection, as listed in Exhibit 1, and as may be  
408 adjusted in accordance with the provisions of this Agreement. The Maximum Service Rate does not include

409 any post-collection rate that may exist for Service Recipients for any post-collection services, including such  
410 services as may be provided under one or more post-collection agreements.

411 1.65 Multi-Family Dwelling (MFD) Collection Service. “MFD Collection Service” means  
412 Collection Service that serves a Multi-Family Dwelling, and specifically includes the following:

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

415 B. MFD Bulky Waste Collection Service. The periodic on-call Collection of Bulky  
416 Waste, by Contractor, from MFD Service Units in the Service Area and the delivery of those Bulky Waste to  
417 the Disposal Facility, Materials Recovery Facility, or such other facility as may be appropriate under the  
418 terms of this Agreement. MFD Bulky Waste Collection Service may include the Collection of Bulky Waste  
419 using Roll-Off Containers.

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

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

426 1.66 Municipal Code. “Municipal Code” means the City of Richmond Municipal Code.

427 1.67 Non-Collection Notice. “Non-Collection Notice” means a written notice approved by the  
428 Agreement Administrator that notifies a Service Recipient of the reason Contractor did not Collect Solid Waste  
429 set out for Collection.

430 1.68 Organic Waste. “Organic Waste” has the same meaning as set forth in Section 9.20.010  
431 of the Richmond Municipal Code and means Food Waste, Green Waste, Wood Waste, and food-soiled paper  
432 waste that is mixed in with Food Waste. Plastic bags, including compostable plastic bags, are not accepted  
433 in the City’s Organic Materials Collection program unless otherwise determined mutually by City and  
434 Contractor. Paper products and printing and writing paper, each as defined in SB 1383, may be placed in  
435 either the Recyclable Materials Container or the Organic Waste Container. Carpet and textiles, as well as  
436 compostable plastic materials, may not be placed in either the Recyclable Materials Container or the Organic  
437 Waste Container.

438 1.69 Organic Waste Collection Service. “Organic Waste Collection Service” means the  
439 Collection of Organic Waste from Service Units, and the delivery of those Organic Waste materials to the  
440 Organic Waste Processing Facility.

441 1.70 Organic Waste Processing Facility. “Organic Waste Processing Facility” means the facility  
442 designed, operated, and legally permitted for the purpose of receiving and processing Food Waste, Green  
443 Waste, and Organic Waste listed in Exhibit 8.

444 1.71 Overage. "Overage" means Solid Waste set out for Collection either on top of or outside of  
445 a Container or in any manner that either prevents the Container lid from completely closing or potentially  
446 causes Solid Waste to spill during Collection by Contractor's vehicles.

447 1.72 Premises. "Premises" means any land or building in the City where waste is generated or  
448 accumulated.

449 1.73 Prohibited Container Contaminants. "Prohibited Container Contaminants" means any of  
450 the following, but does not include Organic Waste specifically allowed for Collection in a Container that is  
451 required to be transported to a high Diversion Organic Waste processing facility if the waste is specifically  
452 identified as acceptable for Collection in that Container in a manner that complies with the requirements of  
453 14 CCR Section 18984.1, 18984.2, or 18984.3: (a) Non-Organic Waste placed in a Collection Container  
454 designated for Organic Waste provided pursuant to 14 CCR Section 18984.1 or 18984.2; (b) Organic Wastes  
455 that are carpet, hazardous Wood Waste, or non-compostable paper placed in the Collection Container that  
456 is part of an Organic Waste Collection Service provided pursuant to 14 CCR Section 18984.1 or 18984.2; (c)  
457 Organic Wastes placed in a Collection Container designated for Garbage, that pursuant to 14 CCR Section  
458 18984.1 or 18984.2 were intended to be Collected separately in a Collection Container designated for Organic  
459 Waste or Recyclable Materials; (d) Organic Wastes placed in the Collection Container designated for  
460 Recyclable Materials shall be considered Prohibited Container Contaminants when those wastes were  
461 specifically identified in this Agreement, or through local ordinance for Collection in the Container designated  
462 for Organic Waste, or mutually agreed to and promulgated by the City and Contractor; paper products, printing  
463 and writing paper, wood, and dry lumber may be considered acceptable and not considered Prohibited  
464 Container Contaminants if they are placed in Collection Container designated for Recyclable Materials; and  
465 (e) Exempt Waste placed in any Collection Container.

466 1.74 Quarter. "Quarter" means a three-month period during a calendar year. The first Quarter is  
467 January through March. The second Quarter is April through June. The third Quarter is July through  
468 September. The fourth Quarter is October through December.

469 1.75 Rate Year. "Rate Year" means the period of July 1 to June 30 for each year during the  
470 Term of this Agreement.

471 1.76 Recyclable Materials. "Recyclable Materials" means those materials that are separated  
472 from Solid Waste prior to Disposal to be recycled, consistent with the requirements of the Act. Recyclable  
473 Materials that can be placed in the Recyclable Materials Container are listed in Exhibit 11, and the term also  
474 includes any other items determined by the Agreement Administrator.

475 1.77 Recycling. "Recycling" means the process of Collecting, sorting, cleansing, treating, and/or  
476 marketing Recyclable Materials that would otherwise become Garbage, and returning them to the economic  
477 mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality  
478 standards necessary to be used in the marketplace. The Collection, transportation, or Disposal of Solid Waste  
479 not intended for, or capable of, reuse is not Recycling. "Recycling" does not include transformation as defined  
480 in Public Resources Code Section 40201. Paper products and printing and writing paper, each as defined in  
481 SB 1383, may be placed in either the Recyclable Materials Container or the Organic Waste Container. Carpet

482 and textiles, as well as compostable plastic materials, may not be placed in either the Recyclable Materials  
483 Container or the Organic Waste Container.

484 1.78 Residential Collection Service. “Residential Collection Service” means ongoing regularly  
485 scheduled Collection of Solid Waste by an Exclusive Franchise from Residential Service Units and MFD  
486 Service Units, and the delivery of that Solid Waste to the Disposal Facility, Materials Recovery Facility, and/or  
487 Organic Waste Processing Facility.

488 1.79 Residential Premises. “Residential Premises” means: (i) any building or structure, or  
489 portion thereof, that is used for residential housing purposes and has four (4) or fewer distinct living units; and  
490 (ii) any multiple-unit residential complex which, with the prior written approval of the City Manager, receives  
491 Solid Waste Collection using standard residential Containers.

492 1.80 Roll-Off Container. “Roll-Off Container” means a metal Container with a capacity of ten  
493 (10) or more cubic yards that is normally loaded onto a specialized Collection vehicle and transported to the  
494 appropriate facility.

495 1.81 SB 1383. “SB 1383” means State of California Senate Bill 1383, Short-lived Climate  
496 Pollutants: Organic Waste Reductions, approved September 19, 2016, and the regulations implementing the  
497 law, Title 14, Code of California Regulations (CCR), Chapter 12.

498 1.82 SB 54. “SB 54” means State of California Senate Bill 54, Plastic Pollution Prevention and  
499 Packaging Producer Responsibility Act, approved June 30, 2022, and the regulations implementing the law,  
500 adding Chapter 3 within Part 3 of Division 30 of the California Public Resources Code.

501 1.83 Self-Haul. “Self-Haul” means the Collection of Solid Waste by the resident, owner, or  
502 occupant of the Premises on which the Solid Waste was generated, in accordance with the requirements of  
503 the Municipal Code.

504 1.84 Service Area. “Service Area” means that area within the city limits of the City of Richmond  
505 designated by City as the Service Area.

506 1.85 Service Recipient. “Service Recipient” means an individual or entity receiving Collection  
507 Service. Service Recipient and Customer are used interchangeably depending on context.

508 1.86 Service Unit. “Service Unit” means a single subscriber to Contractor’s Solid Waste  
509 Collection. Service Unit specifically includes the following:

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

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

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

522 1.87 Single-Family Dwelling (SFD) Service Unit. “Single-Family Dwelling” and “SFD” shall mean  
523 any building or structure, or portion thereof, including but not limited to Mobile Home Parks, used for  
524 residential purposes, and having four (4) or fewer distinct living units. A SFD Service Unit refers to any Single-  
525 Family Dwelling Unit in the Service Area utilizing a Cart for the accumulation and set out of Solid Waste  
526 originating from SFD Residential Premises. The term SFD Service Unit is inclusive of all SFD Dwelling Units  
527 regardless of how many SFD Dwelling Units sit on a single parcel; though multiple Dwelling Units may exist  
528 on one parcel, to the extent that one SFD Dwelling has four (4) or fewer distinct living units, it shall be treated  
529 as a SFD Service Unit.

530 1.88 SFD Collection Service. “SFD Collection Service” means SFD Garbage Collection Service,  
531 SFD Recyclable Materials Service, SFD Organic Waste Collection Service, and SFD Bulky Waste Collection  
532 Service.

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

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

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

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

547 1.89 Single-Family Dwelling or SFD. “Single-Family Dwelling” or “SFD” means any residential  
548 Premises with four (4) or fewer single attached Dwelling Units, each designed for use by one bona fide  
549 housekeeping group.

550 1.90 Sludge. “Sludge” means the accumulated solids, residues, and precipitates generated as  
551 a result of waste treatment or processing, including wastewater treatment, water supply treatment, or  
552 operation of an air pollution control facility, as well as mixed liquids and solids pumped from septic tanks,  
553 grease traps, privies, or similar disposal appurtenances, or any other such waste having similar  
554 characteristics or effects.

555 1.91 Solid Waste. "Solid Waste" means all putrescible and non-putrescible solid, semisolid, and  
556 liquid wastes, including Garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and  
557 construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances,  
558 dewatered, treated, or chemically fixed sewage Sludge which is not Hazardous Waste, vegetable or animal  
559 solid and semisolid wastes, and other discarded solid and semisolid wastes, as set forth in California Public  
560 Resources Code Section 40191(a)(b), as amended from time to time. Solid Waste includes Recyclable  
561 Materials but does not include (a) Hazardous Waste; (b) radioactive waste regulated pursuant to the Health  
562 and Safety Code Section 114960 et seq.; and (c) medical waste regulated pursuant to the Health and Safety  
563 Code Section 117600 et seq.

564 1.92 Solid Waste Collection. "Solid Waste Collection" means the Collection of Garbage,  
565 Recyclable Materials, and Organic Waste within the corporate limits of City, and the transportation of such  
566 material to appropriate places for processing, Recycling, Composting, and/or Disposal.

567 1.93 Source Separated. "Source Separated" means materials that have been kept separate in  
568 the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing in order  
569 to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted  
570 products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined  
571 in 14 CCR Section 17402.5(b)(4).

572 1.94 Source Reduction and Recycling Element (SRRE). "SRRE" means a formal planning  
573 document that demonstrates how the City will comply with the Act's Diversion goals.

574 1.95 Term. "Term" means the time period or duration for which the Agreement is in effect.

575 1.96 Tier One Commercial Edible Food Generator. "Tier One Commercial Edible Food  
576 Generator", defined within SB 1383, means a commercial Edible Food generator that has an SB 1383  
577 compliance deadline of January 1, 2022. Tier One Generators may include supermarkets; grocery stores with  
578 a total facility size equal to or greater than 10,000 square feet; food service providers that serve institutional,  
579 governmental, commercial, or industrial locations; food distributors; and/or wholesale food vendors.

580 1.97 Tier Two Commercial Edible Food Generator. "Tier Two Commercial Edible Food  
581 Generator", defined within SB 1383, means a commercial Edible Food generator that has an SB 1383  
582 compliance deadline of January 1, 2024. Tier Two Generators may include restaurants with 250 or more  
583 seats or a total facility size equal to or greater than 5,000 square feet; hotels with an on-site food facility and  
584 200 or more rooms; health facilities with an on-site food facility and 100 or more beds; large venues  
585 (permanent venue facilities that annually seat or serve an average of more than 2,000 individuals within the  
586 grounds of the facility per day of operation); large events (events that serve an average of more than 2,000  
587 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit,  
588 or privately owned park, parking lot, golf course, street system, or other open space when being used for an  
589 event); state agencies; and/or local education agencies.

590 1.98 Transfer Station. "Transfer Station" means the place or places listed in Exhibit 8 for  
591 conveyance of Solid Waste Collected by Contractor into larger vehicles prior to transportation of the Solid  
592 Waste to the Disposal Facility or Processing Facility.

593 1.99 Unicycling. "Unicycling" means a method of separating trash and Recyclable Materials in  
594 a single Collection Container. Garbage materials are Collected in bags and deposited into the Collection  
595 Container, and Recyclable Materials are deposited into the Collection Container loose and unbagged.

596 1.100 Universal Waste or U-Waste. "Universal Waste" or "U-Waste" means electronic devices,  
597 dry-cell batteries, non-empty aerosol cans, fluorescent lamps, fluorescent bulbs, mercury thermostats, and  
598 other mercury-containing equipment.

599 1.101 Waste. "Waste" means the useless, unused, unwanted, or discarded material and debris  
600 resulting from normal residential and commercial activity or materials which, by their presence, may injuriously  
601 affect the health, safety, and comfort of persons or depreciate property values in the vicinity thereof.

602 1.102 Waste Generator. "Waste Generator" means any person, as defined by the most current  
603 version of the Public Resources Code, whose act or process produces Solid Waste as defined in that same  
604 code, or whose act first causes Solid Waste to become subject to regulation.

605 1.103 Workday. "Workday" means any day, Monday through Saturday, that is not a Holiday as  
606 set forth in this Agreement.

607 1.104 Wood Waste. "Wood Waste" means Solid Waste consisting of stumps, large branches,  
608 tree trunks, and wood pieces or particles that are generated from the manufacturing or production of wood  
609 products; harvesting, processing, or storage of raw wood materials; or Construction and Demolition activities.

## 610 **Article 2. Term of Agreement**

611 2.01 Term of Agreement. The Term of this Agreement will be for a fifteen (15) year period  
612 beginning July 1, 2025, and terminating on June 30, 2040. Contractor shall commence performance of its  
613 Solid Waste Collection obligations under this Agreement on July 1, 2025 ("Commencement Date").

614 2.02 Optional Extension of Term. City may, in its sole discretion, grant Contractor two additional  
615 five (5) year extensions of the Term. The City may decline to negotiate an extension of the Term if the following  
616 preconditions are not satisfied; (a) Contractor is not then in default of any material term or condition of the  
617 Agreement; (b) Contractor has paid City on time all required fees associated with Agreement; or (c) Contractor  
618 must request the Optional Extension of Term by October 1, 2038, in order to be eligible for the first extension,  
619 and by October 1, 2043, to be eligible for the second extension. City may consider performance standards  
620 and the results of performance reviews, as outlined in Article 17, in decisions regarding extension of term.  
621

## 622 **Article 3. Conditions Governing Services Provided by Contractor**

623           3.01       Grant of Exclusive Agreement. City hereby grants to Contractor, on the terms and  
624 conditions set forth herein, including the limitations set forth in Sections 3.02 and 3.03, the exclusive franchise,  
625 right, and privilege to collect, remove, and dispose of, in a lawful manner, Solid Waste, Recyclable Materials,  
626 and Organic Materials accumulating in the City's Service Area and offered for Collection to the Contractor in  
627 accordance with Applicable Law, for the Term of and within the scope set forth in this Agreement.

628           3.02       Recyclable Materials, Organic Waste, and Bulky Waste Discarded by Service Recipients.  
629 This Agreement shall not prohibit any Service Recipient from selling Recyclable Materials or Organic Waste  
630 or giving Recyclable Materials or Organic Waste away to persons or entities other than Contractor. However,  
631 in either instance: (a) the Bulky Waste, Recyclable Materials and Organic Waste must be Source Separated  
632 from and not mixed with other Solid Waste; and (b) the seller/donor may not pay the buyer/donee any  
633 consideration for Collecting, processing, or transporting such Bulky Waste, Recyclable Materials or Organic  
634 Waste. A discount or reduction in the price for Collection, Disposal, and/or Recycling services for any form of  
635 un-segregated or segregated Solid Waste is not a sale or donation of Bulky Waste, Recyclable Materials or  
636 Organic Waste, and such Solid Waste does not qualify for this exception. However, once the Recyclable  
637 Materials or Organic Waste have been placed in the Collection Container and the Container set out for  
638 Collection, the Recyclable Materials or Organic Waste become the property of Contractor and cannot be sold  
639 or donated.

640           3.03       Exclusions to Exclusivity.

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

649                   3.03.2 Recyclable Materials Sold By Commercial Generator. If the Waste Generator at a  
650 Commercial Service Unit has Source Separated Recyclable Material, the Waste Generator is entitled to sell  
651 that Recyclable Material or be otherwise compensated in a manner resulting in a net positive payment to the  
652 Waste Generator, when such collector is permitted as appropriate under the City Municipal Code.

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

661 manufacturer as defined in Section 23012 of the Business and Professions Code, or be a distilled spirits  
662 manufacturer, as defined in Section 23015 of the Business and Professions Code.

663 3.03.4 Donated Solid Waste. Recyclable Materials, Organic Waste, or Bulky Waste which  
664 is Source Separated at any Premises by the Waste Generator and donated to youth, civic, or charitable  
665 organizations qualified as such pursuant to Federal law.

666 3.03.5 Gardening or Landscape Services. Green Waste removed from a Premises by a  
667 gardening, landscaping, or tree trimming company as an incidental part of a total service offered by that  
668 company rather than as a hauling service.

669 3.03.6 Self-Haul. Service Recipients may choose to Self-Haul Solid Waste to Disposal or  
670 Processing Facilities, to the extent authorized by the Municipal Code.

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

680 3.04 Responsibility for Service Billing and Collection. Contractor is responsible for the billing  
681 and collection of payments for Solid Waste Collection within the Service Area.

## 682 **Article 4. Franchise Fees and Payments**

683 4.01 Contractor's Payments to City. The Parties agree that all fees and any payments owed by  
684 Contractor to City under this Agreement are the product of extensive negotiations and constitute valid  
685 consideration for the rights and privileges granted to Contractor under this Agreement.

686 4.02 Reimbursement for the Cost of Procurement/Negotiation Process. Contractor shall  
687 reimburse the City a one-time fee of One Hundred and Fifty Thousand Dollars (\$150,000) for the cost of the  
688 Franchise Agreement solicitation, evaluation, negotiation, and award process. This fee shall be due and  
689 payable on the thirtieth (30th) day after the Effective Date of the Agreement. This fee shall not be recoverable  
690 via Contractor's Collection Services Rates or any other form of compensation under this Agreement.

691 4.03 Monthly Fees and Payments. The following monthly fees and payments shall be due and  
692 payable on the twentieth day of the month following the end of each month for which Solid Waste Collection  
693 was provided, with the first such payment being due on August 20, 2025. The City Council may adjust the  
694 Monthly Fees by resolution, in which case Contractor shall be entitled to an adjustment to Maximum Service  
695 Rates as a City-directed change in accordance with Section 30.01. The Monthly Fees shall be accompanied



733           5.03     Holiday Service. The City observes New Year's Day, Martin Luther King Jr. Day,  
734 Presidents' Day, Memorial Day, Independence Day, Labor Day, California Admission Day,  
735 Columbus/Indigenous Peoples Day, Veterans Day, Thanksgiving Day, and Christmas Day as legal Holidays.  
736 Contractor is not required to provide Solid Waste Collection or maintain office hours on the designated  
737 Holidays. In any week in which one of these Holidays falls on a Workday, SFD Collection Services for the  
738 Holiday and each Workday thereafter will be delayed one Workday for the remainder of the week, with  
739 normally scheduled Friday SFD Collection Services being performed on Saturday. Commercial Collection  
740 Services will be adjusted as set forth in Article 12, but must meet the minimum frequency requirements of  
741 one (1) time per week. Solid Waste Collection will not take place on Sundays, unless previously authorized  
742 by the Agreement Administrator.

743           5.04     Inspections. The City has the right to inspect Contractor's facilities or Collection Vehicles  
744 and their contents used to provide services pursuant to this Agreement at any reasonable time while operating  
745 inside or outside the City without advance notice to the Contractor.

746           5.05     Commingling of Materials.

747                   5.05.1 SFD Materials Collected in Richmond. Contractor may commingle SFD Garbage  
748 materials, SFD Recyclable Materials, and SFD Organic Materials Collected pursuant to this Agreement with  
749 other materials (of the same type) Collected outside the City of Richmond, provided that Contractor tracks  
750 the tonnage of SFD Garbage, SFD Recyclable Materials, and SFD Organic Materials Collected inside the  
751 City of Richmond separately using a City-approved allocation methodology. Changes to the allocation  
752 methodology may only be made with the express prior written authorization of the Agreement Administrator.  
753 By executing this Agreement, City approves of Contractor's current methodology.

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

760                   5.05.3 Recyclable Materials. Subject to Sections 10.09.1, 11.08.4, and 12.06.4, Contractor  
761 may not at any time commingle SFD or Commercial Recyclable Materials Collected pursuant to this  
762 Agreement with any other material type Collected by Contractor without the express prior written  
763 authorization of the Agreement Administrator.

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

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

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

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

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

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

794 5.07.1 Two-Month Contamination Education Period. For the first two (2) months following  
795 commencement of this Agreement, all Service Recipients will be provided educational materials and  
796 instructions on methods to properly source separate generated materials within the appropriate Collection  
797 Containers and prevent contamination for a particular Container (i.e., Recyclable Materials or Organic  
798 Waste). During this two-month contamination education period, Contractor must Collect the contaminated  
799 Container (as the Container's intended commodity) and must affix to the contaminated Container a  
800 Contamination Violation Notice which contains instructions on the proper procedures for sorting Recyclable  
801 Materials or Organic Waste, and must notify the Service Recipient by phone, U.S. mail, email, or in person  
802 (which may be a Container tag that meets SB 1383 requirements), that any subsequent incidents of excess  
803 contamination following this two-month contamination education period, the Service Recipient may be  
804 charged a contamination fee for the contaminated Container, and Contractor may increase the Collection  
805 Container size, or require an additional Collection Container. Contractor's representative must also contact  
806 the Service Recipient by phone, U.S. mail, email, or in person (which may be a Container tag that meets SB  
807 1383 requirements) to ensure that they have the appropriate level of service for proper Collection of  
808 Recyclable Materials and/or Organic Waste. Contractor must also document the contamination issue and  
809 provide digital/visual documentation to the Service Recipient that clearly documents the Service Recipient's

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

815                   5.07.2 Occurrences After the Two-Month Contamination Education Period. Upon  
 816 conclusion of the two-month contamination education period for a Service Recipient, if Contractor  
 817 encounters a contaminated Container (i.e., Recyclable Materials or Organic Waste), Contractor must Collect  
 818 the contaminated Container (as the Container's intended commodity) and must charge the Service Recipient  
 819 a contamination fee as set forth in Exhibit 1. Contractor must continue providing the Recyclable Materials or  
 820 Organic Waste Collection Services. Contractor must provide (or have provided) digital/photographic  
 821 documentation to the Service Recipient that clearly documents the Service Recipient's on-going  
 822 contamination problems and written Notices of contamination as described above. Contractor may increase  
 823 the Container size or Collection frequency and impose a contamination surcharge on the account for a period  
 824 of six months or until the Service Recipient has demonstrated no contamination for a period of three  
 825 consecutive months. Contractor must document contamination issue and surcharge and notify City within  
 826 seven (7) Days, via a weekly report, if Contractor increases the Container size or Collection frequency for  
 827 excessive contamination or imposes the contamination surcharge on the account. City will consult with  
 828 Contractor and consider and pursue, as applicable, appropriate legal remedies against offending Service  
 829 Recipients to secure discontinuance of the contamination.

830                   5.08 Tracking Occurrences of Contamination. Regarding Section 5.07, each Contamination  
 831 occurrence is tracked annually per Calendar Year. Where contamination is occurring, and occurrences are  
 832 consecutive and unremedied, their count shall continue across Calendar Years until remedy occurs.

833                   5.09 Disputes Over Excess Contamination Charges. If Service Recipient disputes a  
 834 contamination charge (which must be within thirty (30) days of them being assessed), Contractor will  
 835 temporarily halt any contamination charge and/or increased Maximum Service Rate resulting from increasing  
 836 the Collection Container size, or Collection frequency, and Contractor may request a ruling by the City  
 837 Manager to resolve the dispute. During the pendency of any request, Contractor may restore Container size  
 838 or number, or Collection frequency to the prior levels. A request by Contractor to the City Manager to rule on  
 839 any such dispute must be filed within ten (10) Business Days of Contractor's halting of contamination charge,  
 840 or increased Maximum Rate, and must include written documentation and digital/visual evidence of ongoing  
 841 overall problems. The City Manager may request a meeting (in person or phone) with both the Service  
 842 Recipient and Contractor to resolve the dispute. Following such a meeting, the City Manager will rule on the  
 843 dispute within ten (10) Business Days, and the City Manager's decision on resolving the dispute between  
 844 Contractor and Service Recipient will be final. If the City Manager rules in favor of the Service Recipient,  
 845 Contractor will credit the disputed contamination charges or increased Maximum Service Rate. If the City  
 846 Manager rules in favor of Contractor, Contractor may charge Service Recipient the prior halted contamination  
 847 charge and/or increased Maximum Service Rate resulting from increasing the Collection Container size or  
 848 Collection frequency and may follow the steps in Section 7.08 for collection of delinquent accounts.

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

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

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

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

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

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

899 5.10.2.3 Tracking Occurrences of Solid Waste Overage. Regarding  
 900 Section 5.10, after twelve (12) months have passed from the last applicable Solid Waste Overage  
 901 occurrence, the next Solid Waste Overage occurrence will be deemed a first Solid Waste Overage  
 902 occurrence.

903 5.10.3 Disputes Over Container Overflow Charges. If Service Recipient disputes a Solid  
 904 Waste Overage charge or Container size or Collection frequency change within 30 days of the disputed  
 905 action, Contractor must temporarily halt Solid Waste Overage charge and/or increased Maximum Service  
 906 Rate resulting from increasing the Collection Container size or Collection frequency, and Contractor may  
 907 request a ruling by the City Manager to resolve the dispute. During the pendency of any request, Contractor  
 908 may restore Container size or number, or Collection frequency, to the prior levels. A request by Contractor  
 909 to the City Manager to rule on any such dispute must be filed within ten (10) Business Days of Contractor’s  
 910 halting of Solid Waste Overage charge, or increased Maximum Rate, and must include written  
 911 documentation and digital/visual evidence of ongoing overall problems. The City Manager may request a  
 912 meeting (in person or phone) with both the Service Recipient and Contractor to resolve the dispute. Following  
 913 such a meeting, the City Manager will rule on the dispute within ten (10) Business Days, and the City  
 914 Manager’s decision on resolving the dispute between Contractor and Service Recipient will be based on the  
 915 evidence presented by the parties and be final. If the City Manager rules in favor of the Service Recipient,  
 916 Contractor must credit the disputed charge or increased Maximum Service Rate. If the City Manager rules  
 917 in favor of Contractor, Contractor may charge Service Recipient the prior halted Solid Waste Overage charge  
 918 and/or increased Maximum Service Rate resulting from increasing the Solid Waste Collection Container size  
 919 or Collection frequency and may follow the steps in Section 7.08 for collection of delinquent accounts.

920 5.10.4 Notifying City of Habitual Overflow. Contractor shall notify the City regarding  
 921 Commercial and MFD Customers that habitually overflow their Containers, where habitual overflow is  
 922 defined as three (3) or more instances per Quarter.

923 5.11 Ownership of Materials. Except as provided otherwise under Applicable Law, title to  
 924 Residential Waste, Commercial Solid Waste, Recyclable Materials, and Organic Waste will pass to Contractor  
 925 at such time as materials that are set out for Collection are Collected and placed in Contractor’s Collection  
 926 Vehicle. Title to Excluded Waste shall not pass to Contractor, but shall remain with the Waste Generator.

927           5.12     Spillage and Litter. Contractor may not litter Premises in the process of providing Solid  
928 Waste Collection or while its vehicles are on the road. Contractor must transport all materials Collected under  
929 the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from  
930 Contractor's vehicles. Contractor must exercise all reasonable care and diligence in providing Solid Waste  
931 Collection so as to prevent spilling or dropping of Residential Waste, Commercial Solid Waste, Recyclable  
932 Materials, or Organic Materials, and must immediately, at the time of occurrence, clean up such spilled or  
933 dropped Residential Waste, Commercial Solid Waste, Recyclable Materials, or Organic Materials.

934                     5.12.1 Contractor is not responsible for cleaning up sanitary conditions caused by the  
935 carelessness of the Service Recipient; however, Contractor must clean up any material or residue that is  
936 spilled or scattered by Contractor or its employees, or from Overage.

937                     5.12.2 Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting  
938 from Contractor's operations or equipment repair must be covered immediately with an absorptive material  
939 and removed from the street surface. Contractor must document spillage and notify City's stormwater  
940 compliance coordinator within ninety (90) minutes of any spills resulting from Contractor's operations or  
941 equipment. When necessary, Contractor must apply a suitable cleaning agent and cleaning technique to the  
942 street surface to provide adequate cleaning as approved by the City's stormwater compliance coordinator to  
943 be compliant with the City's stormwater permit.

944                     5.12.3 The above paragraphs notwithstanding, Contractor must clean up any spillage or  
945 litter caused by Contractor within ninety (90) minutes upon notice from the City. If City deems necessary,  
946 Contractor must engage a third-party environmental clean-up specialist to remove any equipment oil,  
947 hydraulic fluids, or any other liquid or debris that remains on street after Contractor's own clean-up efforts.  
948 If clean-up is not conducted to the satisfaction of City, City has the right to engage environmental clean-up  
949 specialist to perform additional clean-up work at the expense of Contractor. In the event of Contractor's spill  
950 or release of a Hazardous Substance, Contractor is responsible for promptly notifying any Federal, State,  
951 County, or local governmental agency having jurisdiction over same as may be required under Federal,  
952 State, County or local law or regulation.

953                     5.12.4 In the event where damage to City streets is caused by a hydraulic fluid spill (i.e.,  
954 any physical damage more than a simple cosmetic stain caused by the spill), Contractor shall be responsible  
955 for all repairs to return the street to the same condition as that prior to the spill. Contractor shall be  
956 responsible for all clean-up activities related to the spill. Repairs and clean-up shall be performed in a manner  
957 satisfactory to the City and at no cost to the City.

958                     5.12.5 To facilitate immediate clean-up, Contractor's vehicles must always carry enough  
959 petroleum absorbent materials, along with a broom and shovel.

960           5.13     SB 1383 Universal Roll-Out. Contractor shall provide Organic Materials Collection service  
961 to all of its Customers within City who are subscribed to and pay for Solid Waste Collection service, unless  
962 (i) the Customer is categorically exempted under City's Municipal Code from the requirement to subscribe for  
963 Organic Materials Collection service or (ii) the Customer qualifies for and is granted a State- or City-issued  
964 waiver. Contractor will work with Customers to appropriately size Collection Containers such that source-



1002 series CUSR0000SEHG, Water and Sewer and Garbage Collection Services in U.S. city average, all urban  
1003 consumers, seasonally adjusted.

1004                   6.03.2 Annual Rate Cap on Maximum Service Rates. In any Rate Year that the calculation  
1005 of the CPI exceeds five percent (5%), the total adjustment for that year will equal five percent (5%) and any  
1006 amount over the five percent (5%) cap will roll over and be added to the rate adjustment percentage in the  
1007 following year. If the CPI is negative (after accounting for any applicable rollover percentages from prior  
1008 years), there will be no CPI adjustment for that year.

1009                   6.03.3 Rounding. Adjustments to the overall Maximum Service Rates shall be made only  
1010 in units of one cent (\$0.01). Fractions of less than one cent (\$0.01) shall not be considered in making  
1011 adjustments. All CPI indices shall be rounded at two (2) decimal places for the adjustment calculations.

1012                   6.03.4 Maximum Service Rate Adjustment Report. On or before October 1 of each year of  
1013 the Term, Contractor shall deliver to City a report on its proposed adjustment to the Maximum Service Rates  
1014 for the subsequent calendar year (the "Adjustment Report"). The Adjustment Report shall be in a format as  
1015 may be mutually agreed on between the City and Contractor and must contain or be accompanied by  
1016 Contractor's adjustment calculations for the specific services performed under this Agreement during the  
1017 preceding Agreement Year in Microsoft Excel or another electronic format acceptable to the City. Contractor  
1018 shall be solely responsible for the cost of preparing the Adjustment Report.

1019                   6.03.4.1 Corrections. In the event the City determines the Adjustment  
1020 Report contains substantial errors or omissions, Contractor shall, at its sole cost, provide a corrected report  
1021 to the City. A corrected report submitted after October 1 shall be treated as a late report.

1022                   6.03.4.2 Late Report. If Contractor fails to submit the Adjustment Report by  
1023 October 1, the City may: (a) accept and consider the late Adjustment Report if the City, in its sole and  
1024 reasonable discretion, deems there is sufficient time to review and approve the proposed adjustment in  
1025 time for it to be implemented on January 1; or (b) accept and consider the late Adjustment Report at its  
1026 earliest convenience, in which case any approved rate adjustment shall only go into effect prospectively  
1027 thirty (30) days after the City's approval. In no event shall Contractor apply any rate adjustment retroactively.

1028                   6.03.4.3 No Report. If Contractor fails to provide any Adjustment Report,  
1029 the Maximum Service Rate shall remain unchanged for the next calendar year.

1030                   6.04 City Approval. If Contractor provides a timely Adjustment Report, the City Manager shall  
1031 notify Contractor on or before December 15 whether the City has approved the requested adjustments to the  
1032 Maximum Service Rates for the next Rate Year. Approval of the City Council shall be required for any  
1033 requested rate adjustment of more than five percent (5%), which shall only be permitted pursuant to Section  
1034 6.06 (Extraordinary Adjustments) below. The City Manager may approve all other requests or refer them to  
1035 the City Council at his or her discretion.

1036                   6.05 Contractor Payment for CPI review. Contractor shall be responsible for paying the City's  
1037 cost of reviewing the annual CPI adjustment in the amount of **Fifteen Thousand (\$15,000)** per year. If the

1038 City determines that Contractor has made substantial errors and has not properly submitted or correctly  
 1039 calculated the CPI adjustment, the City may add additional costs up to **Fifteen Thousand (\$15,000)** to  
 1040 conduct a second review and analysis. These payment amounts shall increase annually by the CPI  
 1041 Adjustment Calculation in Section 6.03.1.

1042           6.06       Extraordinary Adjustments. Independent of and separate from the adjustments due to  
 1043 Change in Law outlined in Section 30.02, Contractor and City acknowledge that there may be infrequent  
 1044 extraordinary events, including matters arising from the meet and confer obligation set forth in Section 14.03,  
 1045 which, although they do not prevent either party from performing, and thus do not implicate the force majeure  
 1046 provisions hereof, nevertheless increase the cost of providing services above the Maximum Service Rate  
 1047 Adjustment articulated in Section 6.03. The obligation of the parties in such event is to act reasonably toward  
 1048 each other in arriving at an appropriate adjustment in rates. Accordingly, at its option, Contractor may apply  
 1049 to the City for an extraordinary rate adjustment should an event or circumstance arise which negatively  
 1050 impacts the economic operation of Contractor and which is in excess of the rate adjustment resulting from  
 1051 the application of Section 6.03. An extraordinary adjustment in rates will be deemed justified if it is necessary  
 1052 for the Contractor to make a substantial change in its operations, or substantial capital expenditure or  
 1053 investment to perform its obligations under this Agreement due to the occurrence of an event or circumstance  
 1054 which is beyond the reasonable control of Contractor. Extraordinary rate adjustments shall only be effective  
 1055 after approval by the City Council. Contractor applications for extraordinary rate adjustments are limited to  
 1056 three (3) during the Agreement term, and Contractor may not apply for extraordinary rate adjustment in the  
 1057 first five (5) years of the Agreement term.

1058           6.06.1   Contractor's Burden. In the event of such an application for an extraordinary rate  
 1059 increase, it is understood that the Contractor shall have the burden of demonstrating to the reasonable  
 1060 satisfaction of the City the basis for the extraordinary increase cost. Contractor shall bear the burden of  
 1061 justifying its request and shall be solely responsible for the cost of preparing and submitting sufficient  
 1062 documentation in support of its request. City in its sole reasonable discretion may request Contractor to  
 1063 provide any additional information it deems necessary to fully evaluate the request, and Contractor shall be  
 1064 solely responsible for the cost of providing such additional information. Contractor shall allow City to review  
 1065 a report of its annual revenues and expenses for the services provided in the City. City shall have the right  
 1066 to review this information in connection with the City's review of Contractor's extraordinary rate adjustment  
 1067 request. With respect to any financial statements or any other information Contractor specifically designates  
 1068 as non-public information ("Confidential Information"), City agrees that, except as otherwise set forth in this  
 1069 Section: (a) it will hold in confidence all Confidential Information; (b) it will restrict the disclosure of  
 1070 Confidential Information within its own organization and to its agents or representatives who need to know  
 1071 the Confidential Information for the purposes of the request; (c) it will not disclose Confidential Information  
 1072 to any third party without the prior written consent of the Contractor; (d) it will not copy or reproduce any  
 1073 written or electronically stored Confidential Information without the prior written approval of the Contractor;  
 1074 and (e) it will not use Confidential Information except as required for consideration of the request. City may  
 1075 consider increases or decreases in Contractor's total revenues and total cost of services when reviewing an  
 1076 extraordinary rate adjustment request. Notwithstanding any other provision in this Section, the City will inform  
 1077 the Contractor upon receiving a California Public Records Act request or a subpoena for any Confidential  
 1078 Information by written notice delivered to the Contractor ("Notice"). The Contractor will have five (5) days

1079 from the date of the Notice to inform the City in writing of its intent to assert its confidentiality rights under  
1080 this Agreement. The Contractor will then have fifteen (15) days from the date of the Notice to seek and obtain  
1081 a court order or other judicial ruling to prevent the disclosure of the Confidential Information. If the Contractor  
1082 fails to act within the five (5) or fifteen (15) day windows described above, the City may disclose the  
1083 requested Confidential Information to the requestor or subpoenaing party. In the event Contractor seeks a  
1084 court order to stay or enjoin the disclosure of the Records, Contractor agrees to indemnify and hold harmless  
1085 the City, its Council, elected and appointed board or commission members, officers, employees, volunteers,  
1086 and agents (collectively, "Indemnities") from and against any and all loss, liability, penalty, forfeiture, claim,  
1087 demand, action, proceeding, or suit in law or equity of any and every kind and description, whether judicial,  
1088 quasi-judicial, or administrative in nature, arising or resulting from or in any way connected with the subject  
1089 of a CPRA, FOIA request, or subpoena for the Confidential Records. For the purposes of this Section,  
1090 "Records" shall mean records created or maintained by Contractor in accordance with this Agreement,  
1091 including those records that may include financial statements or Confidential Information of Contractor.  
1092 Contractor's indemnity obligation shall survive the expiration or termination of this Agreement.

1093                   6.06.2 Review Costs. At the time of its request, Contractor shall also submit a payment to  
1094 the City of **Twenty-Five Thousand Dollars (\$25,000)** to defray the City's costs to review the request. In the  
1095 event the City's reasonable costs exceed that amount, Contractor shall reimburse the City for any  
1096 documented amount in excess. This payment amount shall increase annually by the CPI Adjustment  
1097 Calculation in Section 6.03.1.

1098                   6.06.3 Meet and Confer. The City and Contractor agree to meet and confer regarding the  
1099 request and to negotiate in good faith regarding the appropriateness of the requested adjustment.

1100                   6.06.4 City Review: Approval. City shall review the Contractor's request and, in the City's  
1101 sole and reasonable judgment, make the final determination as to whether an adjustment to the Maximum  
1102 Service Rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment.  
1103 Approval of the City Council shall be required for any Extraordinary Adjustments. The City shall notify  
1104 Contractor of its decision within ninety (90) calendar days regarding whether it accepts Contractor's request.  
1105 Except as provided herein, any such change approved by the City shall not be implemented until July 1 of  
1106 the next Rate Year unless a different timeframe is approved by the City Council.

1107                   6.07 Procedures in Event of Invalidation of Rate Adjustment. In the event that City is unable by  
1108 operation of Applicable Law to approve or implement a rate increase under this Article 6, or some or all of the  
1109 Maximum Service Rates are disallowed by operation of Applicable Law, Contractor will have the right, within  
1110 thirty (30) days after notice of any such inability to approve or invalidation of an approved rate increase, to  
1111 request, in writing, that City negotiate in good faith regarding reductions in programs, services, or fees to  
1112 compensate for any negative impact from the unapproved or invalidated rate increase. If City fails to  
1113 commence negotiations in good faith or negotiations are not completed within forty-five (45) days following  
1114 the date of receipt of Contractor's request, either party may terminate this Agreement no earlier than one  
1115 hundred and eighty (180) days after written notice to the other.

1116

## Article 7. Collection Service Billing

1117           7.01     Responsibility for Collection Service Billing and Collection. Contractor shall be solely  
1118 responsible for the billing and collecting of payments for the Solid Waste Collection Services it provides within  
1119 the Service Area.

1120           7.02     Invoices. Contractor shall prepare and send out invoices, by either U.S. mail or email, to  
1121 each Service Recipient in advance of all services provided by Contractor under this Agreement. Contractor  
1122 shall include an online payment option for all Customers regardless of invoice format. If sent by mail, invoices  
1123 for each billing period shall be placed in a separate envelope accompanied by a self-addressed return  
1124 envelope. All invoices shall include Contractor's email address, include directions for payment by payment  
1125 by check, credit card, or Automated Clearing House (ACH) debit, and shall include or be accompanied by a  
1126 complete billing statement showing all charges and all services provided. Contractor's online billing portal  
1127 shall include clear instructions for how to contact the Contractor if the Service Recipient has questions about  
1128 an invoice. City shall have the right to direct Contractor to revise the format of all invoices and billing  
1129 statements upon reasonable notice to Contractor.

1130           7.03     Timing; Frequency. Contractor shall not initiate billing to any Service Unit sooner than the  
1131 first day of the service period of Collections Services covered by the invoice. Contractor shall invoice Service  
1132 Recipients once every month for Commercial Service Units and MFD Service Units and once every Quarter  
1133 for SFD Service Units. SFD Service Units may opt to receive monthly invoices rather than quarterly invoices  
1134 with no penalty. No invoice shall be due and payable sooner than the last day of the respective month or  
1135 Quarter for which Solid Waste Collection is provided.

1136           7.04     Partial Month Service. If, during a month, a Service Unit is added to or deleted from  
1137 Contractor's Service Area, Contractor shall pro-rate billing to the Service Recipient on a weekly basis,  
1138 meaning one-fourth of the applicable Maximum Service Rate found in Exhibit 1 multiplied by the number of  
1139 weeks of service provided by Contractor.

1140           7.05     Overpayments. Contractor shall refund or issue a service credit for overpayments by  
1141 Service Recipients no later than 30 days after Contractor discovers or is notified of the overpayment.  
1142 Contractor shall refund every overpayment that: (a) exceeds two hundred dollars (\$200) or the amount of  
1143 Service Recipient's typical invoice, whichever is less; or (b) is due to the Service Recipient closing the account  
1144 prior to the end of the billing period.

1145           7.06     Delinquent Service Accounts. Contractor shall report all Service Recipients whose  
1146 accounts are delinquent by more than ninety (90 days) to the Agreement Administrator on a monthly basis.

1147           7.07     Contractor's Reservation of Legal Rights and Remedies. Notwithstanding any other  
1148 provision of this Article, Contractor reserves its right to, and may take such action as is legally available to  
1149 Contractor, to collect or cause collection of past due or over-invoiced amounts; provided, however, that  
1150 Contractor shall never discontinue Solid Waste Collection to any Service Unit. Contractor may send a written  
1151 notice to Service Recipient regarding payments of Billings during the current period or for a prior service  
1152 period.



1188 Contractor will do so without imposing any costs or fees other than those set forth in Exhibit 1. Contractor  
1189 hereby agrees to assist the City to meet or exceed, on an annual basis, the Diversion Compliance, by  
1190 undertaking the actions set forth in Section 8.02. For purposes of this Agreement and Contractor's obligations  
1191 outlined herein, the terms "City's Diversion", "City's Diversion goals", "Diversion Requirements", "Franchised  
1192 Diversion Rate", and similar terminology means compliance with the requirements for meeting the State's fifty  
1193 percent (50%) diversion rate expressed as a pounds per day per year rate as established by CalRecycle,  
1194 pursuant to Public Resources Code Section 41780, as Applicable Law.

1195           8.02       Contractor Required Actions. Contractor shall take all of the following actions to assist the  
1196 City in meeting, on an annual basis, Diversion Compliance:

1197                   8.02.1 Except for Organic Waste Collected from homeless encampments or material  
1198 subject to quarantine by the California Department of Food & Agriculture, and except as provided in Sections  
1199 5.06 and 5.10, Collect and deliver all Organic Waste to the Organic Waste Processing Facility for processing  
1200 and Diversion.

1201                   8.02.2 Except as provided in Sections 5.06 and 5.10, Collect and deliver all Recyclable  
1202 Materials to the Materials Recovery Facility.

1203                   8.02.3 Collect and deliver all Garbage to the Disposal Facility.

1204                   8.02.4 Collect and deliver all Construction and Demolition Debris to the Materials Recovery  
1205 Facility.

1206                   8.02.5 Deliver all material set out for Collection in Cart, Bins, or Roll-Off Containers  
1207 identified as containing Source Separated Recyclable Material to the Materials Recovery Facility for  
1208 processing and Diversion.

1209                   8.02.6 Deliver all material set out for Collection in Cart, Bins, or Roll-Off Containers  
1210 identified as containing Source Separated Organic Waste to the Organic Waste Processing Facility for  
1211 processing and Diversion.

1212                   8.02.7 Only material in Garbage Carts or Garbage Bins will be delivered to the Disposal  
1213 Facility for Disposal. All other material must go to the appropriate facility for full processing and Diversion.

1214                   8.02.8 Contractor must take all commercially reasonable and lawful actions to maximize  
1215 Diversion of materials from landfills.

1216                   8.02.9 Contractor must develop and provide sufficient accurate information and data as  
1217 necessary to ensure that Contractor and City annually demonstrate Diversion Compliance to CalRecycle.

1218                   8.02.10 Contractor must implement public education and outreach programs as required  
1219 under this Agreement.

1220           8.03       Annual Reporting. Contractor shall calculate the Diversion Compliance Rate on an annual  
1221 basis and shall deliver a written report regarding the same to the City no later than February 14 of the year  
1222 following the reporting period as set forth in Section 22.06.

1223           8.04       Failure of Recyclables Market. Notwithstanding any other provision of this Agreement to  
1224 the contrary, where CalRecycle has determined that there are no commercially viable markets for a specific  
1225 type of Recyclable Materials, or with written notice to City, Contractor is unable to identify a market for one or  
1226 more Recyclable Materials despite the exercise of commercially reasonable efforts to process and market  
1227 the material, and determines to Dispose of the Recyclable Material(s), such a determination shall not  
1228 constitute a failure to implement service, a failure to implement a program, or an event of default hereunder.

1229           8.05       Failure to Meet Franchised Diversion Rate. If CalRecycle determines that City has failed  
1230 to meet the Diversion Compliance due to Contractor's failure to undertake the actions described in this  
1231 Section, Contractor must prepare, at Contractor's cost and expense, and submit a corrective action plan to  
1232 City sufficient to demonstrate good faith efforts by City to comply with Diversion Compliance and that is  
1233 otherwise acceptable to CalRecycle, and may be subject to Administrative Charges and Penalties as allowed  
1234 under Article 25 and specified in Exhibit 5. Contractor must also submit a written corrective action plan to the  
1235 City before March 15 of the year following the missed minimum Diversion requirement. Contractor's corrective  
1236 action plan must specify all actions Contractor will take to ensure it will meet Diversion Compliance Rates in  
1237 the future and shall be subject to the review and approval by the Agreement Administrator. Contractor must  
1238 implement all measures identified in the corrective action plan at its sole cost and expense, unless the failure  
1239 to meet Diversion Compliance was due to a Change in Law or due to the negligent acts or omissions of the  
1240 City. If Contractor fails to submit an adequate corrective action plan or to fully implement a City-approved  
1241 corrective action plan, it shall subject Contractor to Administrative Charges and Penalties as allowed under  
1242 Article 25 and specified in Exhibit 5 in addition to any other remedies available to the City.

1243           8.06       Representations and Warranties. Contractor represents and warrants that it is aware of  
1244 and familiar with the Diversion Compliance, the Applicable Laws, and City's waste stream. Contractor  
1245 represents and warrants that it has the capacity, skill, and ability to undertake the actions identified in Section  
1246 8.02 above without imposing any costs or fees other than those set forth in the Schedule of Maximum Service  
1247 Rates, as may be adjusted as provided for in this Agreement. Where the Diversion Compliance is modified  
1248 by a Change in Law, Contractor agrees to develop and implement such actions, programs, and measures as  
1249 are necessary to bring City into compliance with the modified Diversion Compliance, and City agrees that it  
1250 will meet and confer with Contractor for a period not to exceed ninety (90) days regarding such actions,  
1251 programs, and measures, their implementation, and adjustments to rates reasonably necessary to effectuate  
1252 same in accordance with Section 30.01.

1253           8.07       Mutual Cooperation. City and Contractor shall each reasonably cooperate in good faith  
1254 with all efforts of the other Party to meet City's Diversion requirements under Applicable Law and the  
1255 Contractor's obligations under this Article. City's obligations in this regard shall include, without limitation,  
1256 making such petitions and applications as may be reasonably requested by Contractor for time extensions in  
1257 meeting Diversion goals, or other exceptions from the terms of Applicable Laws, and to agree to authorize  
1258 such changes to Contractor's Recyclable Materials, Organic Waste, or Solid Waste programs as may be  
1259 reasonably requested by Contractor in order to achieve the minimum requirements of this Article.



1294 9.02 Service Unit Changes. City and Contractor acknowledge that during the Term of this  
1295 Agreement it may be necessary or desirable to add or delete Service Units for which Contractor will provide  
1296 Service.

1297 9.02.1 Additions and Deletions. Contractor must provide services described in this  
1298 Agreement to new Service Units in Contractor's Service Area within five (5) Workdays of receipt of notice  
1299 from City or the new Service Unit to begin such Service.

1300 9.03 Annexation. If, during Term of the Agreement, additional territory within or adjacent to the  
1301 Contractor's Service Area is acquired by City through annexation, subject to the requirements of Public  
1302 Resources Code Section 49520, Contractor agrees to provide Solid Waste Collection in such annexed area  
1303 in accordance with the provisions and Maximum Service Rates set forth in this Agreement after termination  
1304 of former contractor's rights to provide service have been exhausted. Such Solid Waste Collection must begin  
1305 within five (5) Workdays of receipt of written notice from City. Contractor may not begin Collection Service  
1306 without written authorization from City.

1307 9.04 Route Map Update. Contractor must revise the Service Unit route maps to show the  
1308 addition of Service Units added due to annexation and must provide such revised maps to the Agreement  
1309 Administrator as requested.

1310 9.05 Shared Service. Provided that the City updates the City Municipal Code, in collaboration  
1311 with Contractor, with such Municipal Code updates that provide specifics regarding a share service program,  
1312 City businesses may not be prohibited from sharing Bins with other businesses as a single Commercial  
1313 Service Unit, or from coordinating to share a single Commercial Service Unit Collection account; and City  
1314 residents shall not be prohibited from sharing Containers with other residents as a single SFD Service Unit,  
1315 or from coordinating to share a single SFD Service Unit Collection account.

1316 **Article 10. Residential Service**

1317 10.01 SFD Conditions of Service. Except as set forth below, Contractor must provide SFD  
1318 Collection Services to all SFD Units in the Service Area. The SFD Services are governed by the following  
1319 terms and conditions:

1320 10.01.1 Curb Service. Except for those Service Recipients that choose to receive Bins for  
1321 service, Contractor must provide SFD Collection Service to all SFD Service Units in the Service Area whose  
1322 SFD Solid Waste is properly containerized in Garbage Carts; Recyclable Materials are properly  
1323 containerized in Recyclable Materials Carts, except as set forth in Section 10.09.2; and Organic Wastes are  
1324 properly containerized in Organic Waste Carts, except as set forth in Section 10.10.3; and where the  
1325 Garbage, Recyclable Materials, and Organic Waste Carts have been placed within three (3) feet of the curb,  
1326 swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to  
1327 by Contractor and Service Recipient that will provide safe and efficient accessibility to Contractor's Collection  
1328 crew and vehicle.

1329                    10.01.2 Bundled SFD Cart Service. Contractor will use a weekly Bundled SFD Solid Waste  
1330 Collection Service system with one (1) 32-gallon Black or Grey Garbage Cart, one (1) 64-gallon Blue  
1331 Recyclable Materials Cart, and one (1) 64-gallon Green Organic Waste Cart as part of the base SFD Solid  
1332 Waste Collection Service. SFD Service Recipients shall receive one (1) additional Recyclable Materials Cart  
1333 and one (1) additional Organic Waste Cart to be included at no additional cost, if requested. Garbage,  
1334 Recyclable Materials, and/or Organic Waste Carts with a capacity of twenty (20) gallons and/or thirty-two  
1335 (32) gallons may be requested by Customers that can demonstrate that they (a) have Cart storage space  
1336 constraints and (b) do not generate sufficient quantities of a waste stream type to justify the larger size of  
1337 Cart. Five hundred (500) Recyclable Materials Carts with a capacity of ninety-six (96) gallons will be reserved  
1338 for distribution to SFD Service Recipients that meet the following criteria: (a) Contractor or City observe the  
1339 SFD Service Recipient to habitually cause Overage by exceeding the capacity of their 65-gallon Recyclable  
1340 Materials Cart, or (b) SFD Service Recipient can demonstrate that they have Cart storage space constraints  
1341 that will prevent the addition of a second 64-gallon Recyclable Materials Cart. Pricing for downsizing Carts,  
1342 upsizing Carts, or adding additional Carts, relative to the base Bundled Service, are included in Exhibit 1.

1343                    10.01.3 On-Premises Service. Notwithstanding any term or definition set forth in this  
1344 Agreement, Contractor must provide Collection of SFD Garbage, Recyclable Materials, and Organic Waste  
1345 on the SFD Service Recipients Premises to an SFD Service Unit as follows.

1346                    10.01.3.1            At no additional cost to the SFD Service Unit. SFD Service Units  
1347 where all adult Service Recipients residing therein have disabilities that prevent them from setting their  
1348 Garbage, Recyclable Materials, Organic Waste Cart, or Bulky Waste at the curb for Collection, and if a  
1349 request for on-premises service has been made. For Bulky Waste on-premises services, materials must be  
1350 staged externally to the Dwelling Unit in a location that's accessible and visible to Contractor, as close to  
1351 the Service Unit's standard curbside Collection location as is feasible for the Customer.

1352                    10.01.3.2            At an additional cost to the SFD Service Unit.

1353                    A.            SFD Service Units where topography, steep driveways, below-grade dwellings, or  
1354 limited access to public streets that prevent the SFD Service Recipient from setting their Garbage,  
1355 Recyclable Materials, or Organic Waste Cart at the curb for Collection, as determined by the City and  
1356 agreed by the Contractor, and if a request for on-premises service has been made.

1357                    B.            SFD Service Units inaccessible by standard 3- or 4-axel Collection Vehicles as  
1358 determined by the Contractor and agreed by the City. Stinger/scout truck services shall be provided for the  
1359 retrieval of Collection Containers from locations with accessibility constraints that make Containers difficult  
1360 or impossible to access using regular trash Collection trucks.

1361                    C.            Contractor must offer "push services" to SFD Service Recipients other than those  
1362 listed above on a subscription basis upon request for the Maximum Service Rates set forth in Exhibit 1.  
1363 Push services include, but are not limited to, dismounting from the Collection Vehicle, moving the Collection  
1364 Containers from their storage location for Collection, and returning the Collection Containers back to their  
1365 storage location.

1366 10.01.3.3 Contractor must provide on-premises Collection Service on the  
1367 same Workday that curbside Collection would otherwise be provided to the SFD Service Unit.

1368 10.02 Frequency and Scheduling of Service. SFD Collection Service must be provided one (1)  
1369 time per week, on a schedule matching the City's current service schedule. SFD Collection Service must be  
1370 scheduled so that all Service Units receive Garbage Collection Service, Recyclable Materials Collection  
1371 Service, and Organic Waste Collection Service on the same Workday. SFD Collection Service must be  
1372 provided, commencing no earlier than 6:00 a.m. and terminating no later than 5:00 p.m., Monday through  
1373 Friday, except for Holidays in accordance with Section 5.03. The hours, day, or both of Collection may be  
1374 extended due to extraordinary circumstances or conditions with the prior verbal or written consent of the  
1375 Agreement Administrator.

1376 10.03 Manner of Collection. The Contractor must provide Collection Service with as little  
1377 disturbance as possible; the Contractor must leave any Garbage, Recyclable Materials, or Organic Waste  
1378 Cart in an upright position, with the lid closed, at the same point it was Collected, without obstructing alleys,  
1379 roadways, driveways, sidewalks, or mailboxes. Contractor's employees providing Collection Service must  
1380 follow the regular walk for pedestrians while on private property and may not trespass nor cross property to  
1381 the adjoining Premises unless the occupant or owner of both properties has given permission. Care should  
1382 be taken to prevent damage to property, including flowers, shrubs, and other plantings.

1383 10.03.1 Any damage caused by Contractor to Service Recipient property shall be repaired  
1384 or replaced promptly.

1385 10.03.2 Notification of Accidents. Contractor shall notify City Representative of any  
1386 accidents occurring within the Service Area that involve Contractor's vehicles, employees, or equipment that  
1387 result in any personal injury or property damage. Such notification shall be made within twenty-four (24)  
1388 hours of occurrence to City Representative via both (a) email and (b) either an in-person visit or a telephone  
1389 call. If Contractor is unable to reach City Representative in person or via telephone, a voicemail is an  
1390 acceptable alternative.

1391 10.04 Kitchen Food Waste Pails. Contractor must make available, upon request, Kitchen Food  
1392 Waste Pails that comply with Collection Container specifications in Exhibit 3. If any changes to these  
1393 specifications are adopted after the Commencement Date that results in Contractor being required to replace  
1394 Collection Containers before they have been fully depreciated, Contractor will be eligible for additional  
1395 compensation in accordance with Exhibit 1. The services described in this section are not effective until such  
1396 time as the City and Contractor agree to a City-Directed Change per Section 30.01.

1397 10.05 Replacement of Carts. Contractor's employees must take care to prevent damage to Carts  
1398 by unnecessary rough treatment. Any Cart damaged by the Contractor must be replaced by Contractor, at  
1399 Contractor's expense, within five (5) Workdays at no cost or inconvenience to the Service Recipient.

1400 10.05.1 Upon notification to Contractor by City or a Service Recipient that the Service  
1401 Recipient's Cart(s) has been stolen or damaged beyond repair through no fault of Contractor, Contractor

1402 must deliver a replacement Cart(s) to such Service Recipient within five (5) Workdays. Contractor must  
1403 maintain records documenting all Cart replacements occurring.

1404                   10.05.2 Each Service Recipient is entitled to the replacement of one (1) lost, destroyed, or  
1405 stolen Cart every ten (10) years during the life of this Agreement at no cost to the Service Recipient. Except  
1406 in the case of a Cart that must be replaced because of damage caused by Contractor or in the case where  
1407 Contractor elects to replace a Cart rather than repair it on-site, Contractor will be compensated for the cost  
1408 of those replacements in excess of one (1) per type of Cart per Service Recipient during the aforementioned  
1409 10-year period within the Term of the Agreement, in accordance with the "Cart Exchange" Maximum Service  
1410 Rates set forth in Exhibit 1, or as may be adjusted by the City from time to time as provided under this  
1411 Agreement.

1412                   10.05.3 Contractor understands and agrees that this provision is intended to be applied on  
1413 a per Cart type, individual Service Recipient basis, and accordingly each Service Recipient could receive up  
1414 to three (3) replacement Carts, one (1) of each type, every ten (10) years during the Term of the Agreement.

1415                   10.05.4 Repair of Garbage, Recyclable Materials, and Organic Waste Carts. Contractor is  
1416 responsible for the repair of Carts, including, but not limited to, hinged lids, wheels, and axles. Within five (5)  
1417 Workdays of notification by the City or a Service Recipient of the need for such repairs, Contractor must  
1418 repair the Cart or, if necessary, remove the Cart for repairs and deliver a replacement Cart to the Service  
1419 Recipient. Collection Container repair also includes the removal of graffiti from the Collection Container.

1420                   10.05.5 Cart Exchange. Upon notification to Contractor by City or a Service Recipient that  
1421 a change in the size of a Cart is requested, Contractor must deliver such Cart to such Service Recipient  
1422 within five (5) Workdays. Each SFD Service Unit is eligible to receive one (1) free Cart exchange per  
1423 Calendar Year during the Term of this Agreement for moving to a larger Garbage, Recyclable Materials, or  
1424 Organic Waste Cart size. Each SFD Service Unit is eligible to receive unlimited Cart exchanges per Calendar  
1425 Year during the Term of this Agreement for moving to a smaller Garbage Cart size. Each SFD Service Unit  
1426 is eligible to receive one (1) free Cart exchange per Calendar Year during the Term of this Agreement for  
1427 moving to a smaller Recyclable Materials or Organic Waste Cart size, provided they meet the qualifications  
1428 articulated in Section 10.01.2 above. Accordingly, Contractor will be compensated only for the cost of those  
1429 exchanges in excess of one (1) per Calendar Year for those Service Units receiving larger Cart sizes, in  
1430 accordance with the "Cart Exchange" service rate as set forth in Exhibit 1 or as may be adjusted this  
1431 Agreement.

1432                   10.05.6 Additional Cart Request. Upon notification to the Contractor by City or a Service  
1433 Recipient that additional Black or Grey Carts for Garbage, Blue Carts for Recyclable Materials, or Green  
1434 Carts Organic Waste are requested, Contractor shall deliver such Carts to such Service Recipient within five  
1435 (5) Workdays, at the rate set forth in Exhibit 1.

1436                   10.06     Ownership of Carts. Ownership of Carts is vested in the Contractor.

1437                   10.07     Cleaning of Collection Containers. Once every five (5) years, starting at the date of  
1438 signature of this agreement, each SFD Service Recipient is entitled to request the exchange of up to three

1439 (3) Carts, one each of dirty Garbage, Recyclable Materials, and Organic Waste Carts, for clean Garbage  
1440 Recyclable Materials, or Organic Waste Carts. Upon receiving such a request from an SFD Service Recipient  
1441 within the allowed timeframe, Contractor must replace the dirty Collection Container(s) with clean Collection  
1442 Container(s). All cleaning of Collection Containers shall be performed exclusively at the Contractor's facility  
1443 and must be conducted in such a manner that prevents any water, runoff, or contaminants from entering the  
1444 City's stormwater conveyance system, either directly or indirectly. The Contractor is required to comply with  
1445 all applicable Federal, State, and local laws, regulations, and ordinances governing environmental protection  
1446 and stormwater discharge in connection with the cleaning of carts. . This service must be provided at no  
1447 charge to the Service Recipient, so long as the service is not requested more than once every five years. In  
1448 addition, regardless of whether this cleaning is requested by the Service Recipient, Contractor will ensure  
1449 that all Collection Containers are exchanged on an as-needed basis so as to maintain a clean appearance  
1450 and proper function. Additional exchanges beyond once every five years will be subject to the Maximum  
1451 Service Rate set forth in Exhibit 1.

1452 10.08 SFD Garbage Collection Service. This service is governed by the following terms and  
1453 conditions:

1454 10.08.1 Non-Collection. Contractor is not required to Collect any Garbage that is not placed  
1455 in a Garbage Cart. For every event of non-collection, Contractor must provide the following written notice  
1456 via email, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient: the date  
1457 of the Solid Waste Non-Collection and the reason for Non-Collection. Contractor's Non-Collection Notice for  
1458 SFD Service Recipients shall also contain instructions on (a) how to schedule a Bulky Waste Collection and,  
1459 if relevant, (b) how to request an additional Collection Container, as well as a QR code that links to a website  
1460 with all Disposal programs offered by the City. If Non-Collection occurs for some unforeseeable circumstance  
1461 not listed above that the Contractor encounters and is impeded by, Contractor shall provide the same written  
1462 notice as described in this Section.

1463 10.08.2 Disposal Facility. Except as set forth below, all Garbage Collected as a result of  
1464 performing Solid Waste Collection must be transported to, and Disposed of, at the Disposal Facilities listed  
1465 in Exhibit 8. Failure to comply with this provision may result in assessment of Administrative Charges and  
1466 Penalties as specified in Exhibit 5 and may result in Contractor being in default under this Agreement.

1467 10.09 SFD Recyclable Materials Service. This service is governed by the following terms and  
1468 conditions:

1469 10.09.1 Recyclable Materials - Improper Procedure. The Contractor is not required to  
1470 Collect Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Solid  
1471 Waste or Organic Waste. Furthermore, Contractor is not required to Collect Recyclable Materials that are  
1472 contaminated through commingling with Solid Waste or Organic Waste. To address contamination,  
1473 Contractor must follow the steps set forth in Section 5.07.

1474 10.09.2 Materials Recovery Facility. Except as provided in Section 5.07, all Recyclable  
1475 Materials Collected as a result of performing Recycling services must be delivered to the Materials Recovery  
1476 Facility listed in Exhibit 8. Failure to comply with this provision may result in assessment of Administrative

1477 Charges and Penalties as specified in Exhibit 5 and may result in Contractor being in default under this  
1478 Agreement.

1479                    10.09.3 Recyclable Materials - Changes to Services. Should changes in Applicable Law  
1480 arise that necessitate any additions or deletions to the services described in this Section, including the type  
1481 of items included as Recyclable Materials, the parties will negotiate any necessary cost changes and will  
1482 enter into an Agreement amendment covering such modifications to the services to be performed and the  
1483 compensation to be paid in accordance with Section 30.02 before undertaking any changes or revisions to  
1484 such services.

1485                    10.10    SFD Organic Waste Collection Service. This service is governed by the following terms  
1486 and conditions:

1487                    10.10.1 Organic Waste Processing Facility. Contractor must deliver all Collected Organic  
1488 Waste to the Organic Waste Processing Facility listed in Exhibit 8 and agreed upon by the City. Failure to  
1489 comply with this provision may result in assessment of Administrative Charges and Penalties as specified in  
1490 Exhibit 5 and may result in Contractor being in default under this Agreement.

1491                    10.10.2 Holiday Tree Collection. Contractor must Collect Holiday Trees set out at the curb  
1492 for Collection during the three-week period beginning December 26<sup>th</sup> each year during the Term of this  
1493 Agreement. Holiday Trees set out for Collection may either be containerized within an Organic Waste Cart  
1494 or placed on the ground near the Service Unit's Collection Containers. Contractor must deliver the Collected  
1495 Holiday Trees to the Organic Waste Processing Facility for Diversion through uses other than Alternative  
1496 Daily Cover or Beneficial Use. This annual service will be provided at no additional charge to the Service  
1497 Recipient and shall not be counted as one of the SFD Service Recipient's free annual Bulky Waste  
1498 Collections as set forth in Section 10.11. Contractor is not required to Divert Holiday Trees with tinsel,  
1499 flocking, or ornaments.

1500                    10.10.3 Organic Waste - Improper Procedure. Contractor is not required to Collect Organic  
1501 Waste if the Service Recipient does not segregate the Organic Waste from Solid Waste or Recyclable  
1502 Materials. Furthermore, Contractor is not required to Collect Organic Wastes that are contaminated through  
1503 commingling with Solid Waste or Recyclable Materials. Contractor will address contamination in accordance  
1504 with Section 5.07.

1505                    10.10.4 Home Compost Bins. In the event that home compost bins are no longer provided  
1506 to the City by West Contra Costa Integrated Waste Management Authority, Contractor shall store, promote,  
1507 and distribute a maximum of 500 Home Compost Bins per Calendar Year to be used by Service Recipients  
1508 to Compost Organic Waste. Contractor is responsible for purchase and storage of Home Compost Bins, and  
1509 Contractor is responsible for providing Home Compost Bins to SFD Service Recipients upon request, until  
1510 the maximum of 500 has been reached. The services described in this section are not effective until such  
1511 time as the City and Contractor agree to a City-Directed Change per Section 30.01.

1512                    10.11    SFD Bulky Waste Collection Service. This service is governed by the following terms and  
1513 conditions:



1550 Recyclable Materials are properly containerized in Recyclable Materials Carts, except as set forth in Section  
1551 11.08.4; and Organic Wastes are properly containerized in Green Organic Waste Carts, except as set forth  
1552 in Section 11.09.3; and where the Garbage, Recyclable Materials, and Organic Waste Carts have been  
1553 placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible  
1554 roadway, or other such location agreed to by Contractor and Service Recipient that will provide safe and  
1555 efficient accessibility to Contractor's Collection crew and vehicle.

1556 11.01.2 Bundled MFD Bin Service. Contractor must provide MFD Solid Waste Collection  
1557 Service to MFD Service Units in the Service Area that choose to receive Bins for service. MFD Collection  
1558 Service shall be provided in Garbage Bins at the size and frequency as requested by the MFD Service  
1559 Recipient and including at no additional cost one (1) 65-gallon Blue Recyclable Materials Cart or Bin (up to  
1560 the size of the Garbage Bin) collected once weekly, and one (1) 65-gallon Green Organic Waste Cart or Bin  
1561 (1 cubic yard or 2 cubic yards) collected up to three times per week (if needed) as part of the base bundled  
1562 MFD Collection Service. Additional services may be requested by the MFD Service Recipient. To be  
1563 exempted from MFD Recyclable Materials Service or MFD Organic Waste Collection Service, Service  
1564 Recipient must apply for a waiver to the City or their designee. All such waiver applications must be reported  
1565 and approved by the City. Additional Collection Containers or different size Collection Containers are subject  
1566 to the applicable Maximum Service Rate set forth in Exhibit 1.

1567 11.01.3 On-Premises Service. Notwithstanding any term or definition set forth in this  
1568 Agreement, Contractor must provide Collection of MFD Garbage, Recyclable Materials, and Organic Waste  
1569 on the MFD Service Recipients Premises to an MFD Service Unit as follows.

1570 11.01.3.1 At no additional cost to the MFD Service Unit. MFD Service Units  
1571 where all adult Service Recipients residing therein have disabilities that prevent them from setting their  
1572 Garbage, Recyclable Materials, Organic Waste Cart, or Bulky Waste at the curb for Collection, and if a  
1573 request for on-premises service has been made. For Bulky Waste on-premises services, materials must be  
1574 staged externally to the Dwelling Unit in a location that's accessible and visible to Contractor, as close to  
1575 the Service Unit's standard curbside Collection location as is feasible for the Customer.

1576 11.01.3.2 At an additional cost to the MFD Service Unit.

1577 A. MFD Service Units where topography, steep driveways, below-grade dwellings, or  
1578 limited access to public streets that prevent the MFD Service Recipient from setting their Garbage,  
1579 Recyclable Materials, or Organic Waste Cart at the curb for Collection, as determined by the City and  
1580 agreed by the Contractor, and if a request for on-premises service has been made.

1581 B. MFD Service Units inaccessible by standard 3- or 4-axel Collection Vehicles as  
1582 determined by the Contractor and agreed by the City. Stinger/scout truck services shall be provided for the  
1583 retrieval of Collection Containers from locations with accessibility constraints that make Containers difficult  
1584 or impossible to access using regular trash Collection trucks.

1585 C. Contractor must offer "push services" to MFD Service Recipients other than those  
1586 listed above on a subscription basis upon request for the Maximum Service Rate set forth in Exhibit 1. Push  
1587 services include, but are not limited to, dismounting from the Collection Vehicle, moving the Collection

1588 Containers from their storage location for Collection, and returning the Collection Containers back to their  
1589 storage location.

1590 11.01.3.3 Contractor must provide on-premises Collection Service on the  
1591 same Workday that curbside Collection would otherwise be provided to the MFD Service Unit.

1592 11.02 Frequency and Scheduling of Service. MFD Collection Service must be provided,  
1593 commencing no earlier than 6:00 a.m. and terminating no later than 5:00 p.m., Monday through Friday. This  
1594 service must be provided as deemed necessary and determined between Contractor and the MFD Service  
1595 Unit, but such service must be received no less than one (1) time per week with no exception for Holiday(s)  
1596 as set forth herein, except that Collection service scheduled to fall on a Holiday may be rescheduled as  
1597 determined between the Service Unit and Contractor as long as the minimum frequency requirement is met.  
1598 The size of the Container and the frequency (above the minimum) of Collection will be determined between  
1599 the MFD Service Unit and Contractor. However, size and frequency must be sufficient to provide that no Solid  
1600 Waste need be placed outside the Collection Container. Contractor must provide Containers as part of the  
1601 Commercial Collection Maximum Service Rates set forth in Exhibit 1. Service Recipients may own and  
1602 provide their own Compactor provided that the Service Recipient is completely responsible for its proper  
1603 maintenance, and that such Compactor is of a type that is compatible with Contractor's equipment. Contractor  
1604 shall operate equipment that is compatible with pre-existing Service Recipient-owned compactors. All other  
1605 Collection Containers used by Service Recipients must be owned and supplied by Contractor.

1606 11.03 Manner of Collection. The Contractor must provide Collection Service with as little  
1607 disturbance as possible; the Contractor must leave any Garbage, Recyclable Materials, or Organic Waste  
1608 Cart in an upright position, with the lid closed, at the same point it was Collected, without obstructing alleys,  
1609 roadways, driveways, sidewalks, or mailboxes. Contractor's employees providing Collection Service must  
1610 follow the regular walk for pedestrians while on private property and may not trespass nor cross property to  
1611 the adjoining Premises unless the occupant or owner of both properties has given permission. Care should  
1612 be taken to prevent damage to property, including flowers, shrubs, and other plantings.

1613 11.03.1 Any damage caused by Contractor to Service Recipient property shall be repaired  
1614 or replaced promptly.

1615 11.03.2 Notification of Accidents. Contractor shall notify City Representative of any  
1616 accidents occurring within the Service Area that involve Contractor's vehicles, employees, or equipment that  
1617 result in any personal injury or property damage. Such notification shall be made within twenty-four (24)  
1618 hours of occurrence to City Representative via both (a) email and (b) either an in-person visit or a telephone  
1619 call. If Contractor is unable to reach City Representative in person or via telephone, a voicemail is an  
1620 acceptable alternative.

1621 11.04 Kitchen Food Waste Pails. Contractor must make available, upon request, Kitchen Food  
1622 Waste Pails that comply with Collection Container specifications in Exhibit 3. The services described in this  
1623 section are not effective until such time as the City and Contractor agree to a City-Directed Change per  
1624 Section 30.01.

1625           11.05    Replacement of Carts. Contractor's employees must take care to prevent damage to Carts  
1626 by unnecessary rough treatment. Any Cart damaged by the Contractor must be replaced by Contractor, at  
1627 Contractor's expense, within five (5) Workdays at no cost or inconvenience to the Service Recipient.

1628                   11.05.1 Upon notification to Contractor by City or a Service Recipient that the Service  
1629 Recipient's Cart(s) has been stolen or damaged beyond repair through no fault of Contractor, Contractor  
1630 must deliver a replacement Cart(s) to such Service Recipient within five (5) Workdays. Contractor must  
1631 maintain records documenting all Cart replacements occurring monthly.

1632                   11.05.2 Each Service Recipient is entitled to the replacement of one (1) lost, destroyed, or  
1633 stolen Cart every ten (10) years during the life of this Agreement at no cost to the Service Recipient. Except  
1634 in the case of a Cart that must be replaced because of damage caused by Contractor or in the case where  
1635 Contractor elects to replace a Cart rather than repair it on-site, Contractor will be compensated for the cost  
1636 of those replacements in excess of one (1) per type of Cart per Service Recipient during the aforementioned  
1637 10-year period within the Term of the Agreement, in accordance with the "Cart Exchange" Maximum Service  
1638 Rate set forth in Exhibit 1, or as may be adjusted by the City from time to time as provided under this  
1639 Agreement.

1640                   11.05.3 Contractor understands and agrees that this provision is intended to be applied on  
1641 a per Cart type, individual Service Recipient basis, and accordingly each Service Recipient could receive up  
1642 to three (3) replacement Carts, one (1) of each type, every ten (10) years during the Term of the Agreement.

1643                   11.05.4 Repair of Garbage, Recyclable Materials, and Organic Waste Carts. Contractor is  
1644 responsible for the repair of Carts, including, but not limited to, hinged lids, wheels, and axles. Within five (5)  
1645 Workdays of notification by the City or a Service Recipient of the need for such repairs, Contractor must  
1646 repair the Cart or, if necessary, remove the Cart for repairs and deliver a replacement Cart to the Service  
1647 Recipient. Collection Container repair also includes the removal of graffiti from the Collection Container.

1648                   11.05.5 Cart Exchange. Upon notification to Contractor by City or a Service Recipient that  
1649 a change in the size of a Cart is requested, Contractor must deliver such Cart to such Service Recipient  
1650 within five (5) Workdays. Each MFD Service Unit is eligible to receive one (1) free Cart exchange per  
1651 Calendar Year during the Term of this Agreement for moving to a larger Garbage, Recyclable Materials, or  
1652 Organic Waste Cart size. Each MFD Service Unit is eligible to receive unlimited Cart exchanges per  
1653 Calendar Year during the Term of this Agreement for moving to a smaller Garbage Cart size. Each MFD  
1654 Service Unit is eligible to receive one (1) free Cart exchange per Calendar Year during the Term of this  
1655 Agreement for moving to a smaller Recyclable Materials or Organic Waste Cart size, provided they can  
1656 demonstrate that they (a) have Cart storage space constraints and (b) do not generate enough of a waste  
1657 stream type to justify the larger size of Cart. Accordingly, Contractor will be compensated only for the cost  
1658 of those exchanges in excess of one (1) per Calendar Year for those Service Units receiving larger Cart  
1659 sizes, in accordance with the "Cart Exchange" service rate as set forth in Exhibit 1 or as may be adjusted  
1660 this Agreement.

1661                   11.05.6 Additional Cart Request. Upon notification to the Contractor by City or a Service  
1662 Recipient that additional Carts for Garbage, Recyclable Materials, or Organic Waste are requested,

1663 Contractor shall deliver such Carts to such Service Recipient within five (5) Workdays, at the rate set forth  
1664 in Exhibit 1.

1665 11.05.7 Ownership of Carts. Ownership of Carts is vested in the Contractor.

1666 11.06 Cleaning of Collection Containers. Once every five (5) years, starting at the date of  
1667 signature of this agreement, each MFD Service Recipient is entitled to request the exchange of up to three  
1668 (3) Carts, one each of dirty Garbage, Recyclable Materials, and Organic Waste Carts, for clean Garbage  
1669 Recyclable Materials, or Organic Waste Carts. Upon receiving such a request from an MFD Service Recipient  
1670 within the allowed timeframe, Contractor must replace the dirty Collection Containers with clean Collection  
1671 Containers. All cleaning of Collection Containers shall be performed exclusively at the Contractor's facility  
1672 and must be conducted in such a manner that prevents any water, runoff, or contaminants from entering the  
1673 City's stormwater conveyance system, either directly or indirectly. The Contractor is required to comply with  
1674 all applicable federal, state, and local laws, regulations, and ordinances governing environmental protection  
1675 and stormwater discharge in connection with the cleaning of carts. This service must be provided at no charge  
1676 to the Service Recipient, so long as the service is not requested more than once every five years. In addition,  
1677 regardless of whether this cleaning is requested by the Service Recipient, Contractor will ensure that all  
1678 Collection Containers are exchanged on an as-needed basis so as to maintain a clean appearance and  
1679 proper function. Additional cleanings beyond once every five years will be subject to the Maximum Service  
1680 Rate set forth in Exhibit 1.

1681 11.07 MFD Garbage Collection Service. This service is governed by the following terms and  
1682 conditions:

1683 11.07.1 Non-Collection. Contractor is not required to Collect any Garbage that is not placed  
1684 in a Garbage Cart. In the event of non-collection, Contractor must provide the following written notice via  
1685 email, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient: the date of  
1686 the Solid Waste Non-Collection and the reason for Non-Collection. Contractor's Non-Collection Notice for  
1687 MFD Service Recipients shall also contain instructions on (a) how to schedule a Bulky Waste Collection and,  
1688 if relevant, (b) how to request an additional Collection Container, as well as a QR code that links to a website  
1689 with all disposal programs offered by the City. If Non-Collection occurs for some unforeseeable circumstance  
1690 not listed in this Agreement that the Contractor encounters and is impeded by, Contractor shall provide the  
1691 same written notice as described in this Section.

1692 11.07.2 Disposal Facility. Except as set forth below, all Garbage Collected as a result of  
1693 performing Solid Waste Collection must be transported to, and Disposed of, at the Disposal Facilities listed  
1694 in Exhibit 8. Failure to comply with this provision may result in assessment of Administrative Charges and  
1695 Penalties as specified in Exhibit 5 and may result in Contractor being in default under this Agreement.

1696 11.08 MFD Recyclable Materials Service. This service is governed by the following terms and  
1697 conditions:

1698 11.08.1 Conditions of Service. Contractor must provide MFD Recyclable Materials Service  
1699 to all MFD Service Units in the Service Area whose Recyclable Materials are properly containerized in

1700 Recyclable Materials Collection Containers except as set forth below, where the Recyclable Materials  
1701 Collection Containers are accessible. The Maximum Service Rates for Contractor's MFD Recyclable  
1702 Materials Services are set forth in Exhibit 1.

1703                   11.08.2 Base MFD Recyclable Materials Service. All MFD Service Recipients subscribing  
1704 to MFD Solid Waste Collection Service must receive weekly Collection of Recyclable Materials with a  
1705 minimum of at least one 65-gallon Recyclable Materials Cart or Bin (up to the size of the Garbage Bin)  
1706 collected once weekly per Service Recipient and included in the Bundled Rate set forth in Exhibit 1. The  
1707 actual configuration of Recyclable Materials Collection Container sizes to be provided will be based on the  
1708 total equivalent volume and configured in a manner determined by the Service Recipient in consultation with  
1709 Contractor.

1710                   11.08.3 Recyclable Materials - Improper Procedure. The Contractor is not required to  
1711 Collect Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Solid  
1712 Waste or Organic Waste. Furthermore, Contractor is not required to Collect Recyclable Materials that are  
1713 contaminated through commingling with Solid Waste or Organic Waste. To address contamination,  
1714 Contractor must follow the steps set forth in Section 5.07.

1715                   11.08.4 Materials Recovery Facility. Except as provided in Section 5.07, all Recyclable  
1716 Materials Collected as a result of performing Recyclable Materials services must be delivered to the  
1717 Materials Recovery Facility listed in Exhibit 8. Failure to comply with this provision may result in assessment  
1718 of Administrative Charges and Penalties as specified in Exhibit 5 and may result in Contractor being in  
1719 default under this Agreement.

1720                   11.08.5 Recyclable Materials - Changes to Services. Should changes in Applicable Law  
1721 arise that necessitate any additions or deletions to the services described in this Section, including the type  
1722 of items included as Recyclable Materials, the parties will negotiate any necessary cost changes and will  
1723 enter into an Agreement amendment covering such modifications to the services to be performed and the  
1724 compensation to be paid in accordance with Section 30.02 before undertaking any changes or revisions to  
1725 such services.

1726                   11.09    MFD Organic Waste Collection Service. This service is governed by the following terms  
1727 and conditions:

1728                   11.09.1 Base MFD Organic Waste Service. All MFD Service Recipients subscribing to MFD  
1729 Garbage Collection Service must receive weekly Collection of the equivalent volume of at least one (1) 65-  
1730 gallon Green Organic Waste Cart or Bin (1 cubic yard or 2 cubic yards) collected up to three times per week  
1731 (if needed) per Service Recipient included in the Bundled Service rate. The actual configuration of Organic  
1732 Waste Collection Container sizes to be provided will be based on the total equivalent volume and configured  
1733 in a manner determined by the Service Recipient in consultation with Contractor. Contractor may charge for  
1734 MFD Organic Waste Collection as set forth in Exhibit 1 for MFD Organic Waste Service greater than the  
1735 amounts described in this Section 11.09.1.

1736                    11.09.2 Size and Frequency of Service. This service will be provided as deemed necessary  
1737 and determined between Contractor and the Service Recipient, but such service must be received no less  
1738 than one (1) time per week with no exception for Holiday(s) as set forth herein, except that Collection Service  
1739 scheduled to fall on a Holiday may be rescheduled as determined between the Service Recipient and  
1740 Contractor as long as the minimum frequency requirement is met. Service may be provided by Bin or Cart  
1741 at the option of the Service Recipient. The size of the Container and the frequency (above the minimum) of  
1742 Collection will be determined between the Customer and Contractor. However, size and frequency must be  
1743 sufficient to provide that no Organic Waste needs be placed outside the Collection Container. Service  
1744 Recipients may own and provide their own Compactor provided that the Service Recipient is completely  
1745 responsible for its proper maintenance, and such Compactor is of a type that is compatible with Contractor's  
1746 equipment. All other Collection Containers used by Service Recipients must be owned and supplied by  
1747 Contractor.

1748                    11.09.3 Organic Waste Processing Facility. Contractor must deliver all Collected Organic  
1749 Waste to the Organic Waste Processing Facility listed in Exhibit 8 and agreed upon by the City. Failure to  
1750 comply with this provision may result in assessment of Administrative Charges and Penalties as specified in  
1751 Exhibit 5 and may result in Contractor being in default under this Agreement.

1752                    11.09.4 Holiday Tree Collection. Contractor must Collect Holiday Trees set out at the curb  
1753 for Collection during the three-week period beginning December 26<sup>th</sup> and ending by the third Friday in  
1754 January each year during the Term of this Agreement. Contractor must deliver the Collected Holiday Trees  
1755 to the Organic Waste Processing Facility for Diversion through uses other than Alternative Daily Cover or  
1756 Beneficial Use. This annual service will be provided at no additional charge to the Service Recipient and  
1757 shall not be counted as one of the MFD Service Recipient's free annual Bulky Waste Collections as set forth  
1758 in Section 11.10. Contractor is not required to Divert Holiday Trees with tinsel, flocking, or ornaments.

1759                    11.09.5 Organic Waste - Improper Procedure. Contractor is not required to Collect Organic  
1760 Waste if the Service Recipient does not segregate the Organic Waste from Solid Waste or Recyclable  
1761 Materials. Furthermore, Contractor is not required to Collect Organic Wastes that are contaminated through  
1762 commingling with Solid Waste or Recyclable Materials. Contractor will address contamination in accordance  
1763 with Section 5.07.

1764                    11.10    MFD Bulky Waste Collection Service. This service is governed by the following terms and  
1765 conditions:

1766                    11.10.1 Conditions of Service. Contractor must provide MFD Bulky Waste Collection  
1767 Service, including the Collection of E-Waste and U-Waste, to all MFD Service Units in the Service Area  
1768 whose Bulky Waste, E-Waste, and U-Waste have been placed within three (3) feet of the curb, swale, paved  
1769 surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor  
1770 and Service Recipient, that will provide safe and efficient accessibility to Contractor's Collection crew and  
1771 vehicle. Upon property manager request, each MFD Service Unit is annually entitled to receive Bulky Waste  
1772 Collection of up to the equivalent of (a) three (3) Large Items (one [1] bulky item may be replaced by five [5]  
1773 E-Waste items), (b) fifteen (15) 35-gallon bags with a maximum weight of 50 pounds per each bag, (c) four  
1774 (4) 95-gallon bags with a maximum weight of 50 pounds per each bag, (d) five (5) E-Waste items, or (e) 1.8

1775 cubic yards of uncontainerized Garbage or Organic Waste per Dwelling Unit for up to twenty (20) units at no  
1776 additional cost and expense. For subsequent Collection in any Calendar Year, the Contractor shall receive  
1777 compensation from the Customer at the rate for such service as set in Exhibit 1.

1778 11.10.2 Frequency of Service. Bulky Waste Collection Service will be provided on the next  
1779 regular Collection day if the request is received at least ten (10 Workdays in advance of the next regular  
1780 Collection day. The Service Recipient may not intentionally commingle residential Bulky Waste with other  
1781 Residential Waste.

1782 11.10.3 Bulky Waste Containing Freon. In the event Contractor Collects Bulky Waste that  
1783 contain Freon, Contractor must handle such Bulky Waste in a manner such that the Bulky Waste is not  
1784 subject to regulation as Hazardous Waste under applicable State and Federal laws or regulations.

1785 11.10.4 Maximum Reuse and Recycling. Contractor must Dispose of Bulky Waste Collected  
1786 from Service Units pursuant to this Agreement in accordance with the following hierarchy:

1787 11.10.4.1 Reuse as is (where energy efficiency is not compromised).

1788 11.10.4.2 Disassemble for reuse or Recycling.

1789 11.10.4.3 Recycle.

1790 11.10.4.4 Disposal.

1791 11.10.5 Disposal of Bulky Waste. Contractor may not landfill such Bulky Waste unless the  
1792 Bulky Waste cannot be reused or recycled.

## 1793 **Article 12. Commercial Service**

1794 12.01 Commercial Conditions of Service. Except as set forth below, Contractor must provide  
1795 Commercial Collection Services to all Commercial Service Units in the Service Area, including those City  
1796 Service Units listed in Exhibit 2. MFD Units serviced with Bins will abide by the requirements listed in this  
1797 Section unless they conflict with the requirements listed in Article 11, in which case Article 11 requirements  
1798 supersede Article 12 requirements. This service is governed by the following terms and conditions:

1799 12.01.1 Provision of Service. Contractor must provide Commercial Garbage Collection  
1800 Service, Commercial Recyclable Materials Service, and Commercial Organic Waste Collection Service to  
1801 all Commercial Service Units Service Units in the Service Area whose Solid Waste, Recyclable Materials,  
1802 and Organic Waste are properly containerized in Collection Containers as appropriate where the Collection  
1803 Containers are accessible as set forth in Section 12.01.4. Contractor must offer Garbage, Recyclable  
1804 Materials, and Organic Waste Carts in 32-, 64-, and 96-gallon sizes. Contractor must offer Garbage and  
1805 Recyclable Materials Bins in 1-, 2-, 3-, 4-, and 6-cubic-yard sizes, Food Waste Bins in 1- and 2-cubic-yard  
1806 sizes, and Yard Waste Bins in 1-, 2-, and 3-cubic-yard sizes. Contractor may offer Roll-off Containers in 10-  
1807 , 20-, 30-, and 40-cubic-yard sizes. Contractor must also either provide Collection Service from Compactors  
1808 that are owned by Commercial Service Units or provide Compactors for Commercial Service Units to use  
1809 for Collection Service, for the Maximum Service Rates set forth in Exhibit 1. The size of the Container and  
1810 the frequency (above the minimum) of Collection will be determined between the Service Recipient and

1811 Contractor. However, the size and frequency must be sufficient to provide that no Garbage, Recyclable  
 1812 Materials, or Organic Waste need be placed outside the Collection Container. The base Commercial  
 1813 Collection Service will include Commercial Recyclable Materials Service as described in Section 12.06  
 1814 below, and Commercial Organic Waste Collection Service as described in Section 12.07.4 below.

1815                   12.01.2 Bundled Service. For the Commercial Solid Waste Collection Service system,  
 1816 Contractor shall provide Garbage Bins as requested by the Commercial Service Recipient and include at no  
 1817 additional cost one (1) 65-gallon Blue Recyclable Materials Cart or Bin (up to the size of the Garbage Bin)  
 1818 collected once weekly and one (1) 65-gallon Green Organic Waste Cart or Bin (1 cubic yard or 2 cubic yards)  
 1819 collected up to three times per week (if needed) as part of the base bundled Commercial Collection Service.  
 1820 Additional services may be requested by the Commercial Service Recipient. To be exempted from  
 1821 Commercial Recyclable Materials Service or Commercial Organic Waste Collection Service, Service  
 1822 Recipient must apply for a waiver to the City or their designee. All such waiver applications must be reported  
 1823 and approved by the City.

1824                   12.01.3 Hours of Collection. Commercial Collection Service must be provided commencing  
 1825 no earlier than 4:00 a.m., and terminating no later than 7:00 p.m., Monday through Saturday, except for  
 1826 Holidays. If the Commercial Collection Service is adjacent to Residential Premises, and City receives  
 1827 complaints about noise from adjacent residents, City and Contractor will confer, gather any necessary  
 1828 information about the situation, and work together to attempt to find a solution. Contractor will proactively  
 1829 work in good faith to address noise complaints related to specific locations. The hours, day, or both of  
 1830 Collection may be extended due to extraordinary circumstances or conditions with the prior verbal or written  
 1831 consent of the Agreement Administrator.

1832                   12.01.4 Accessibility. Contractor must Collect all Collection Containers that are readily  
 1833 accessible to Contractor's crew and vehicles and not blocked. However, Contractor must provide "push  
 1834 services" and "stinger/scout truck services" as necessary upon request during the provision of Commercial  
 1835 Collection Services for the Maximum Service Rate set forth in Exhibit 1. Push services include, but are not  
 1836 limited to, dismounting from the Collection Vehicle, moving the Collection Containers from their storage  
 1837 location for Collection, and returning the Collection Containers back to their storage location, relocking the  
 1838 storage enclosure if a lock is included. Stinger/scout truck services provide for the retrieval of Collection  
 1839 Containers from locations with accessibility constraints that make Containers difficult or impossible to access  
 1840 using regular trash Collection trucks.

1841                   12.01.5 Manner of Collection. Contractor must provide Commercial Collection Service  
 1842 consistent with Section 9.20.080 of the Richmond Municipal Code with as little disturbance as possible and  
 1843 must leave any Collection Container in an upright position, with the lid closed, at the same point it originally  
 1844 located, without obstructing alleys, roadways, driveways, sidewalks, or mailboxes.

1845                   12.02    New Containers. At the start of this Agreement, Contractor must supply new Carts to  
 1846 Service Recipients not currently receiving Commercial Recyclable Materials Service and/or Commercial  
 1847 Organic Waste Collection Service, as well as Bins and Roll-off Containers in good condition that comply with  
 1848 Collection Container specifications in Exhibit 3. If any changes to these specifications are adopted after the  
 1849 Commencement Date that results in Contractor being required to replace Collection Containers before they

1850 have been fully depreciated, Contractor will be eligible for additional compensation in accordance with Section  
1851 30.02.

1852                   12.02.1 Purchase and Distribution of Collection Containers for New Commercial Service  
1853 Units. Contractor must also distribute newly painted Collection Containers as specified in Exhibit 3 to new  
1854 Commercial and MFD Service Units that are added to Contractor's Service Area during the Term of this  
1855 Agreement. The size and mix of the Collection Containers will be in accordance with the service agreement  
1856 obtained by Contractor as set forth in this Agreement and the distribution must be completed within five (5)  
1857 Workdays of receipt of the request for service.

1858                   12.02.2 Replacement of Collection Containers. Contractor's employees must avoid damage  
1859 to Collection Containers by unnecessary rough treatment. Any Collection Container damaged by the  
1860 Contractor must be replaced by Contractor, at Contractor's expense, within five (5) Workdays at no cost or  
1861 inconvenience to the Service Recipient.

1862                   12.02.2.1       Each Commercial Service Unit is entitled to the replacement of  
1863 one (1) lost, destroyed, or stolen Garbage, Recyclable Materials, and Organic Collection Container every  
1864 ten (10) years during the life of this Agreement at no cost to the Service Unit. Accordingly, Contractor will  
1865 be compensated for the cost of those replacements in excess of one (1) Garbage, Recyclable Materials,  
1866 and Organic Collection Container per Commercial Service Unit during the aforementioned 10-year period  
1867 within the Term of the Agreement, in accordance with the "Collection Container Exchange" Maximum  
1868 Service Rate, as appropriate, set forth in Exhibit 1. Contractor must deliver a replacement Collection  
1869 Container to such Service Unit within five (5) Workdays.

1870                   12.02.3 Repair of Collection Containers. Contractor is responsible for repair of Collection  
1871 Containers. Within five (5) Workdays of notification by City or a Service Recipient of the need for such  
1872 repairs, Contractor must repair the Collection Container or, if necessary, remove the Collection Container  
1873 for repairs and deliver a replacement Collection Container to the Service Recipient. Collection Container  
1874 repair also includes the removal of graffiti from the Collection Container.

1875                   12.02.4 Collection Container Exchange. Upon notification to Contractor by City or a Service  
1876 Recipient that a change in their Collection Containers is required, for reasons beyond those outlined in  
1877 Section 12.02.2, Contractor must deliver such Collection Containers to such Service Recipient within five (5)  
1878 Workdays. Each Commercial Service Unit is eligible to receive one (1) free Collection Container exchange  
1879 per Calendar Year during the Term of this Agreement. Contractor is allowed to charge the Service Unit for  
1880 the cost of those exchanges in excess of one (1) Collection Container exchange per Calendar Year, in  
1881 accordance with the appropriate "Collection Container Exchange" service rate set forth in Exhibit 1 as may  
1882 be adjusted by City under this Agreement. Additional Collection Containers or different size Collection  
1883 Containers are subject to the applicable Maximum Service Rate set forth in Exhibit 1.

1884                   12.03   Ownership of Collection Containers. Ownership of Collection Containers distributed by  
1885 Contractor is vested in Contractor.

1886           12.04    Cleanliness of Collection Containers. Once every five (5) years, starting at the date of  
 1887 signature of this agreement, each Commercial Service Recipient is entitled to request the exchange of up to  
 1888 three (3) Collection Containers, one each of dirty Garbage, Recyclable Materials, and Organic Waste  
 1889 Containers, for clean Garbage Recyclable Materials, or Organic Waste Containers. Upon receiving such a  
 1890 request from a Commercial Service Recipient within the allowed timeframe, Contractor must replace the dirty  
 1891 Collection Containers with clean Collection Containers. All cleaning of Collection Containers shall be  
 1892 performed exclusively at the Contractor's facility and must be conducted in such a manner that prevents any  
 1893 water, runoff, or contaminants from entering the City's stormwater conveyance system, either directly or  
 1894 indirectly. The Contractor is required to comply with all applicable federal, state, and local laws, regulations,  
 1895 and ordinances governing environmental protection and stormwater discharge in connection with the cleaning  
 1896 of carts. This service must be provided at no charge to the Service Unit, so long as the service is not requested  
 1897 more than once every five years. In addition, regardless of whether this exchange is requested by the Service  
 1898 Unit, Contractor will ensure that all Collection Containers are exchanged on an as-needed basis so as to  
 1899 maintain a clean appearance and proper function. Additional exchanges beyond once every five years will be  
 1900 subject to the Maximum Service Rate set forth in Exhibit 1.

1901           12.05    Commercial Garbage Collection Service.

1902                   12.05.1 Conditions of Service. Contractor must provide Commercial Garbage Collection  
 1903 Service to all Commercial Service Units in the Service Area whose Garbage is properly containerized in  
 1904 Garbage Collection Containers, where the Garbage Collection Containers are accessible.

1905                   12.05.2 Size and Frequency of Service. This service must be provided as deemed  
 1906 necessary and determined between Contractor and the Commercial Service Unit, but such service must be  
 1907 received no less than one (1) time per week with no exception for Holiday(s) as set forth herein, except that  
 1908 Collection service scheduled to fall on a Holiday may be rescheduled as determined between the Service  
 1909 Unit and Contractor as long as the minimum frequency requirement is met. The size of the Container and  
 1910 the frequency (above the minimum) of Collection will be determined between the Commercial Service Unit  
 1911 and Contractor. However, size and frequency must be sufficient to provide that no Solid Waste need be  
 1912 placed outside the Collection Container. Contractor must provide Containers as part of the Commercial  
 1913 Collection Maximum Service Rates set forth in Exhibit 1. Service Recipients may own and provide their own  
 1914 Compactor provided that the Service Recipient is completely responsible for its proper maintenance, and  
 1915 that such Compactor is of a type that is compatible with Contractor's equipment. All other Collection  
 1916 Containers used by Service Recipients must be owned and supplied by Contractor.

1917                   12.05.3 Non-Collection. Contractor is required to Collect any Commercial Solid Waste that  
 1918 is not placed in a Garbage Collection Container if such Commercial Solid Waste is outside the Garbage  
 1919 Collection Container because of overflow. In the event of non-collection, Contractor must provide the  
 1920 following written notice via email, U.S. mail, or in person (which may be by Non-Collection Notice) to the  
 1921 Service Recipient: the date of the Solid Waste Non-Collection and the reason for Non-Collection.  
 1922 Contractor's Non-Collection Notice for Commercial Service Recipients shall also contain instructions on how  
 1923 to request an additional Collection Container, if relevant. If Non-Collection occurs for some unforeseeable  
 1924 circumstance not listed in this Agreement that the Contractor encounters and is impeded by, Contractor shall  
 1925 provide the same written notice as described in this Section.

1926                    12.05.4 Disposal Facility. All Solid Waste Collected as a result of performing Commercial  
1927 Solid Waste Collection must be transported to, and Disposed of at, the Disposal Facility. Failure to comply  
1928 with this provision may result in assessment of Administrative Charges and Penalties as specified in Exhibit  
1929 5 and may result in Contractor being in default under this Agreement.

1930                    12.06     Commercial Recyclable Materials Service. This service is governed by the following terms  
1931 and conditions:

1932                    12.06.1 Conditions of Service. Contractor must provide Commercial Recyclable Materials  
1933 Service to all Commercial Service Units in the Service Area whose Recyclable Materials are properly  
1934 containerized in Recyclable Materials Collection Containers, except as set forth below, where the Recyclable  
1935 Materials Collection Containers are accessible. The Maximum Service Rates for Contractor's Commercial  
1936 Recyclable Materials Services are set forth in Exhibit 1.

1937                    12.06.2 Base Commercial Recyclable Materials Service. All Commercial Service Recipients  
1938 subscribing to Commercial Solid Waste Collection Service must receive weekly Collection of Recyclable  
1939 Materials with a minimum of at least one 65-gallon Blue Recyclable Materials Cart or Bin (up to the size of  
1940 the Garbage Bin) collected once weekly per Service Recipient at no additional cost as part of the base  
1941 service and included in the Bundled Rate set forth in Exhibit 1. The actual configuration of Recyclable  
1942 Materials Collection Container sizes to be provided will be based on the total equivalent volume and  
1943 configured in a manner determined by the Service Recipient in consultation with Contractor.

1944                    12.06.3 Size and Frequency of Service. This service will be provided as deemed necessary  
1945 and determined between Contractor and the Service Recipient, but such service must be received no less  
1946 than one (1) time per week with no exception for Holiday(s) as set forth herein, except that Collection service  
1947 scheduled to fall on a Holiday may be rescheduled as determined between the Service Recipient and  
1948 Contractor as long as the minimum frequency requirement is met. Service may be provided by Collection  
1949 Container at the option of the Service Recipient. The size of the Collection Container and the frequency  
1950 (above the minimum) of Collection will be determined between the Service Recipient and Contractor.  
1951 However, size and frequency must be sufficient to provide that no Recyclable Materials need be placed  
1952 outside the Collection Container. Contractor may charge for Commercial Recyclable Materials Services  
1953 above the weekly trash volume equivalent and must provide Recyclable Materials Collection Containers as  
1954 a part of the Bundled Service with rates set forth in Exhibit 1. Service Recipients may own and provide their  
1955 own Compactor provided that the Service Recipient is completely responsible for its proper maintenance,  
1956 and that such Compactor is of a type that is compatible with Contractor's equipment. All other Collection  
1957 Containers used by Service Recipients must be owned and supplied by Contractor.

1958                    12.06.4 Recyclable Materials - Improper Procedure. Contractor is not required to Collect  
1959 Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Commercial  
1960 Solid Waste and Organic Waste. Furthermore, Contractor is not required to Collect Recyclable Materials  
1961 that are contaminated through commingling with Solid Waste or Organic Waste. To address contamination,  
1962 Contractor must follow the steps as set forth in Section 5.07.

1963                    12.06.5 Materials Recovery Facility. All Recyclable Materials Collected as a result of  
1964 performing Recyclable Materials Services must be delivered to the Materials Recovery Facility listed in  
1965 Exhibit 8. Failure to comply with this provision may result in assessment of Administrative Charges and  
1966 Penalties as specified in Exhibit 5 and may result in Contractor being in default under this Agreement.

1967                    12.06.6 Recyclable Materials - Changes to Work. Should changes in law arise that  
1968 necessitate any additions or deletions to the work described herein including the type of items included as  
1969 Recyclable Materials, the parties will negotiate any necessary cost changes and will enter into an Agreement  
1970 amendment covering such modifications to the work to be performed and the compensation to be paid in  
1971 accordance with Section 30.02 before undertaking any changes or revisions to such work.

1972                    12.06.7 Additional Recyclable Materials Collection Containers. Contractor must provide  
1973 additional Recyclable Materials Collection Containers to Commercial Service Recipients above the minimum  
1974 requirements within five (5) days of request and may charge for such additional capacity set forth in Exhibit  
1975 1 provided that additional Collection Containers are used by Service Recipients for the purposes of setting  
1976 out additional Recyclable Materials for regular weekly Commercial Recyclable Materials Service.

1977                    12.07    Commercial Organic Waste Collection Service. This service is governed by the following  
1978 terms and conditions:

1979                    12.07.1 Conditions of Service. Contractor must provide Commercial Organic Waste  
1980 Collection Service to all Commercial Service Units in the Service Area whose Organic Waste is properly  
1981 containerized in Organic Collection Containers, where the Organic Waste Collection Containers are  
1982 accessible. Contractor will conduct a site visit with each non-exempt Service Recipient to determine the  
1983 specific materials to be included in the Service Recipient's Organic Waste Collection (i.e., Food Waste,  
1984 Green Waste, combined Food and Green Waste). Contractor will charge for Collection of Organic Waste  
1985 within the Bundled Service rate specified in Exhibit 1. For Organic Waste Collected in Collection Containers  
1986 beyond the size specified in the Bundled Service rate, Contractor will charge at the rate set forth in Exhibit  
1987 1. Contractor agrees that not all Service Units will elect to receive Organic Waste Collection Service in Carts,  
1988 and that Contractor will provide Organic Waste Collection Bins upon request and as necessary. Service  
1989 Recipients may elect to add Green Waste only Collection Bins to their service at pricing included in Exhibit  
1990 1. Contractor will provide enough Collection Containers and at a Collection frequency to allow for any such  
1991 Service Unit to utilize the Collection of Organic Waste. Commercial Organic Waste Collection will occur  
1992 Monday through Saturday upon request and as necessary. City shall provide Contractor a list of the names  
1993 and addresses of Commercial Service Units that are approved by City for exemption from Organic Waste  
1994 Collection.

1995                    12.07.2 Organic Waste Processing Facility. Contractor must deliver all Collected Organic  
1996 Waste to the Organic Waste Processing Facility listed in Exhibit 8. Failure to comply with this provision may  
1997 result in assessment of Administrative Charges and Penalties as specified in Exhibit 5 and may result in  
1998 Contractor being in default under this Agreement.

1999                    12.07.3 Organic Waste Collection Frequency. Contractor must comply with CalRecycle  
2000 Collection frequency requirements as they may apply during the Term of this Agreement. If any such

2001 changes to Collection frequency are adopted after Commencement Date that result in Contractor being  
2002 allowed to reduce the frequency of Garbage or Organic Waste Collection, or otherwise cause Contractor to  
2003 reduce its Collection costs as a result in a change in Garbage or Organic Waste Collection frequency,  
2004 Contractor must provide City with its estimate of its reduced costs and shall make adjustments to the  
2005 Maximum Service Rates.

2006                   12.07.4 Base Commercial Organic Waste Service. All Commercial Service Recipients  
2007 subscribing to Commercial Garbage Collection Service must receive weekly Collection of the equivalent  
2008 volume of at least one (1) 65-gallon Green Organic Waste Cart or Bin (1 cubic yard or 2 cubic yards) collected  
2009 up to three times per week (if needed) per Service Recipient at no additional cost as part of the base service  
2010 included in the Bundled Service rate. The actual configuration of Organic Waste Collection Container sizes  
2011 to be provided will be based on the total equivalent volume and configured in a manner determined by the  
2012 Service Recipient in consultation with Contractor. Contractor may charge for Commercial Organic Waste  
2013 Collection as set forth in Exhibit 1 for Commercial Organic Waste Service greater than the amounts  
2014 described in this Section 12.07.4.

2015                   12.07.5 Size and Frequency of Service. This service will be provided as deemed necessary  
2016 and determined between Contractor and the Service Recipient, but such service must be received no less  
2017 than one (1) time per week with no exception for Holiday(s) as set forth herein, except that Collection service  
2018 scheduled to fall on a Holiday may be rescheduled as determined between the Service Recipient and  
2019 Contractor as long as the minimum frequency requirement is met. Service may be provided by Bin or Cart  
2020 at the option of the Service Recipient. The size of the Container and the frequency (above the minimum) of  
2021 Collection will be determined between the Customer and Contractor. However, size and frequency must be  
2022 sufficient to provide that no Organic Waste needs be placed outside the Collection Container. Service  
2023 Recipients may own and provide their own Compactor provided that the Service Recipient is completely  
2024 responsible for its proper maintenance, and that such Compactor is of a type that is compatible with  
2025 Contractor's equipment. All other Collection Containers used by Service Recipients must be owned and  
2026 supplied by Contractor.

2027                   12.07.6 Organic Waste - Improper Procedure. Contractor is not required to Collect Organic  
2028 Waste if the Service Recipient does not separate the Organic Waste from Solid Waste and Recyclable  
2029 Materials. Furthermore, Contractor is not required to Collect Organic Waste that is contaminated through  
2030 commingling with Solid Waste or Recyclable Materials. To address contamination, Contractor must follow  
2031 the steps set forth in Section 5.07.

2032                   12.07.7 Organic Waste - Changes to Services. Should changes in law arise that necessitate  
2033 any additions or deletions to the services described in this Section, including the type of items included as  
2034 Organic Waste, the parties will negotiate any necessary cost changes and will enter into an Agreement  
2035 amendment covering such modifications to the services to be performed and the compensation to be paid  
2036 in accordance with Section 30.02 before undertaking any changes or revisions to such services.

2037                   12.07.8 Additional Organic Waste Collection Containers. Contractor must provide additional  
2038 Organic Waste Collection Containers to Service Recipients at the rates listed in Exhibit 1 provided that

2039 additional Collection Containers are used by Service Recipients for the proposes of setting out additional  
2040 Organic Waste materials for regular weekly Organic Waste Collection Service.

2041 **Article 13. Industrial Service**

2042 13.01 Contractor shall provide temporary Bin and Roll-Off Container service, including  
2043 Construction and Demolition Debris Bins, to Service Recipients. Contractor must offer temporary Bins in 1-,  
2044 2-, 3-, 4-, and 6-cubic-yard sizes, and Contractor must offer temporary Roll-Off Containers in 10-, 20-, 30-,  
2045 and 40-cubic-yard sizes. Contractor shall deliver such Bin or Roll-Off Container within one (1) Business Day  
2046 of request. The size of the Container and the frequency of Collection will be determined between the Service  
2047 Recipient and Contractor. The Contractor shall receive compensation for Temporary Bin and Roll-Off  
2048 Container Service from the Customer at the rate for such service as set in Exhibit 1. Contractor shall also  
2049 offer discounts on temporary Roll-Off Container Service Rates for homeowner's associations when  
2050 requested, for a discount of up to 25% of the standard Service Rates for the requested service.

2051 13.02 Contractor shall provide monthly Roll-Off Container service, including Construction and  
2052 Demolition Debris Bins, to Service Recipients. Contractor may offer monthly Roll-Off Containers in 10-, 20-,  
2053 30-, and 40-cubic-yard sizes. Contractor shall deliver such Roll-Off Container within one Business Day of  
2054 request. Contractor must also either provide Collection Service from Compactors that are owned by  
2055 Commercial Service Units or provide Compactors for Commercial Service Units to use for Collection Service,  
2056 for the Maximum Service Rates set forth in Exhibit 1. The size of the Container and the frequency of Collection  
2057 will be determined between the Service Recipient and Contractor. The Contractor shall receive compensation  
2058 for monthly Roll-Off Container Service from the Customer at the rate for such service as set in Exhibit 1.

2059 13.03 Hours of Collection. Industrial Collection Service must be provided commencing no earlier  
2060 than 4:00 a.m., and terminating no later than 7:00 p.m., Monday through Saturday, except for Holidays. If the  
2061 Commercial Collection Service is adjacent to Residential Premises, and City receives complaints about noise  
2062 from adjacent residents, City and Contractor will confer, gather any necessary information about the situation,  
2063 and work together to attempt to find a solution. Contractor will proactively work in good faith to address noise  
2064 complaints related to specific locations. The hours, day, or both of Collection may be extended due to  
2065 extraordinary circumstances or conditions with the prior verbal or written consent of the Agreement  
2066 Administrator.

2067 **Article 14. City Services**

2068 14.01 City Collection Services.

2069 14.01.1 Contractor shall provide Garbage, Recyclable Materials, and Organic Waste  
2070 Collection Services to all City Service Units set forth in Exhibit 2, or as City may designate in the future (and  
2071 where applicable, subject to the conditions in this Section), where the Containers are not blocked and are  
2072 accessible by Contractor's Collection Vehicles. City may update Exhibit 2 annually.

2073 14.01.2 Bulky Waste Collection Service. Contractor shall Collect Bulky Waste, including E-  
2074 Waste and U-Waste, from City Services Units as listed on Exhibit 2 on an on-call basis on the same terms  
2075 and conditions as are provided to SFD Service Units per Section 10.11.

2076 14.01.3 Public Garbage Cans and City Transit Shelters. Contractor shall provide Garbage  
2077 Collection services to public trash cans and City-owned bus stops not less than three (3) days per week.  
2078 Collection service shall include power-washing public trash cans and maintaining cleanliness in and around  
2079 the trash cans on an annual basis. City public trash cans and Transit Shelter Garbage Collection Service  
2080 Areas are specified in Exhibit 2.

2081 14.01.4 Development Review. Contractor, upon City's request, shall assist the City in the  
2082 review of applicants' plans for projects covered by Public Resources Code § 42911, including commercial  
2083 and multi-family projects, to provide for effective and economical accumulation and Collection of Solid  
2084 Waste.

2085 14.01.5 Contractor shall publicize, to the satisfaction of City, two options for members of the  
2086 public to use to report abandoned waste and illegal dumping. The first option, which is preferred by the City,  
2087 is for the public to use the City's free smartphone application. This option should always be listed first in  
2088 publicity materials. The second option is the phone number 510-965-4905, a City-specific hotline.

2089 14.01.6 City-Sponsored Events Service. Upon request by the City, Contractor shall provide  
2090 Garbage, Recyclable Materials, and Organic Waste Containers and Collection Services at up to forty (40)  
2091 City-Sponsored Events annually at no cost to the City. Containers shall be delivered and picked up on the  
2092 same day as each event, to prevent unauthorized use of the Containers.

2093 14.01.7 Dumpsters for Large-Scale City Clean-ups. Upon request from City, Contractor  
2094 shall provide Roll-Off Containers for large-scale City clean-ups, provided that City provides one week of  
2095 advance notice to Contractor. Examples of large-scale City clean-ups may include creek desilting events,  
2096 clearance of materials left after clearing encampments, City fire prevention clean-ups, City Facility move-out  
2097 days, tenant improvements at City Facilities, Love Your Block multi-family dwelling and/or condominium  
2098 dumpster clean-up events, and other miscellaneous activities on City or public property that involve large  
2099 quantities of debris. Debris shall not include Excluded Waste. For each clean-up event, Contractor shall  
2100 provide 40-, 30-, 20-, and/or 10-yard Roll-Off Containers as requested by City. Containers shall be delivered  
2101 and picked up on the same day as each clean-up, or on a day agreed upon by City and Contractor, to prevent  
2102 unauthorized use of the Containers. City shall compensate Contractor at the per-pull rate specified in the  
2103 Maximum Service Rates in Exhibit 1, but City shall not be charged for any associated costs of Disposal of  
2104 Collected materials beyond the per-pull rate for each Container unless Excluded Waste materials are  
2105 included within the containers.

2106 14.02 City Collection Conditions of Service. City Collection Services shall be governed by the  
2107 following terms and conditions:

2108 14.02.1 Contractor's Good Will. In exchange for the good will of the City and the general  
2109 public, Contractor voluntarily agrees to provide Solid Waste Collection under this Article at no cost to the

2110 City excepting excess service as provided in this Article and warrants that such service shall neither impact  
2111 the Maximum Service Rates nor be otherwise paid for or subsidized by any other Service Recipients.

2112 14.02.2 Contractor shall receive written permission from the City before placing any  
2113 Collection Containers on City-owned property for service, except that no such permission shall be needed  
2114 to place Collection Containers at locations specified for such Containers in Exhibit 2.

2115 14.02.3 Contractor shall limit the number of trips and the path of travel for Collection  
2116 Vehicles in City parking lots.

2117 14.02.4 Container Service. City Facilities shall be provided Solid Waste Collection generally  
2118 subject to the same terms and conditions as similar Service Units regarding Container specifications, repair,  
2119 replacement, cleanings, and exchange; provided the City shall not be charged for any requests for such  
2120 services.

2121 14.02.5 Frequency of Service. The frequency of Collection may be designated by the City,  
2122 but not to exceed six (6) times per week per Container. City may change the City Service Units receiving  
2123 service, and the Container volume and Collection frequency provided to any City Service Unit, by written  
2124 notice to Contractor.

2125 14.02.6 Keys to City Facilities. City may issue Contractor sets of keys to facilitate access to  
2126 City Service Unit sites. Contractor shall be responsible for the safekeeping of these keys, and shall pay for  
2127 the replacement cost of keys if replacements are needed.

2128 14.03 Free Disposal for City Service Units at Transfer Station. City shall have the privilege of  
2129 depositing Solid Waste, but not any Excluded Waste, that is Collected by City crews from public right-of-way  
2130 or City-owned property and delivered in identifiable City vehicles driven by City staff at the Golden Bear  
2131 Transfer Station. City shall not be charged for this privilege. Every five (5) years on the anniversary date of  
2132 this Agreement, the Parties shall meet and confer to discuss the right of way and City-owned clean-up  
2133 program metrics.

2134 14.04 HHW Drop-Off Reimbursement Program for City Service Units. In the event that City  
2135 Service Unit delivery of HHW to the West Contra Costa County Household Hazardous Waste Facility is no  
2136 longer free to the City, and subject to the terms and conditions of Section 30.01, Contractor shall provide  
2137 reimbursement to City for any costs accrued by City Service Unit delivering HHW to the West Contra Costa  
2138 County Household Hazardous Waste Facility. City shall provide reimbursement requests with back-up  
2139 documentation quarterly, and Contractor shall provide reimbursement quarterly, to be determined via meet  
2140 and confer per Section 6.06.3. The agreed upon payment amount shall increase annually by the CPI  
2141 Adjustment Calculation in Section 6.03.1.

2142

**Article 15. Additional Services**

2143           15.01    Neighborhood Clean-Up Events. Contractor shall provide Roll-Off Containers for  
 2144 Neighborhood Clean-Up Events (also known as “Dumpster Days”) upon request by City. Each Dumpster Day  
 2145 event shall occur at one or more locations selected by the City and shall be limited to SFD and MFD Service  
 2146 Recipients within the City. City shall compensate Contractor at the per-pull rate specified in the Maximum  
 2147 Service Rates in Exhibit 1, but City shall not be charged for any costs of Disposal of Collected materials,  
 2148 excepting costs associated with Excluded Waste, or other associated costs beyond the per-pull rate for each  
 2149 Container. For each event, Contractor shall provide 20-, 30-, and/or 40-yard Roll-off Containers at various  
 2150 locations as directed by City. A typical event may include, but shall not be limited to, twenty-five (25) 40-yard  
 2151 Roll-off Containers per site with an average of five (5) sites per event. The services shall be provided in a  
 2152 manner that meets all needs of the Neighborhood Clean-Up Event. The Agreement Administrator shall notify  
 2153 Contractor in writing or email not less than five (5) weeks prior to the date of each Neighborhood Clean-Up  
 2154 Event. If requested by the City with not less than eight (8) weeks advance notice, the Contractor shall prepare  
 2155 and distribute Neighborhood Clean-Up Event notices to SFD and MFD Service Recipients no later than six  
 2156 (6) weeks prior to each event. At a minimum, the notices shall include the dates and hours of operation,  
 2157 locations of the Collection sites, and acceptable materials for Collection. The Contractor may separately  
 2158 electronically transmit the notices or provide the notices as billing inserts to each SFD and MFD Service  
 2159 Recipient. Contractor shall provide Spanish-translated notices upon request by the City. The costs of  
 2160 production, printing, mailing and all associated costs for the notices shall be borne by Contractor. Contractor  
 2161 shall also provide draft versions of the notices in digital format to the City prior to circulation. The notices shall  
 2162 not be sent without the City’s final review and approval.

2163           15.02    Recovered Organic Waste Procurement. Contractor shall assist the City in meeting the SB  
 2164 1383-mandated recovered Organic Waste procurement target. At no cost to the City, Contractor must assist  
 2165 City in arranging for produced Compost, mulch, or other recovered Organic Waste products to comply with  
 2166 SB 1383 procurement requirements to be delivered in qualities, quantities, locations, and times agreed on  
 2167 between City and Contractor. Such Contractor assistance can be in the form of backhauling materials or  
 2168 setting aside locations for Service Recipients to pick up produced Compost/mulch at an approved facility.  
 2169 Contractor agrees to provide up to one hundred fifty (150) cubic yards of Compost or mulch to the City  
 2170 annually. The services described in this section are not effective until such time as the City and Contractor  
 2171 agree to a City-Directed Change per Section 30.01.

2172           15.03    Compost Giveaway Events. In the event that Compost is no longer provided by the West  
 2173 Contra Costa Integrated Waste Management Authority, and subject to the terms and conditions of Section  
 2174 30.01, Contractor will provide at least two Compost giveaway events per year for City residents. Contractor  
 2175 shall make available at least one hundred eighty (180) cubic yards of Compost on an annual basis at no  
 2176 additional cost to City. The location, date, and time of such events shall be mutually agreed upon by  
 2177 Contractor and City. The services described in this section are not effective until such time as the City and  
 2178 Contractor agree to a City-Directed Change per Section 30.01.

2179           15.04    Edible Food Recovery Support. In the event that Edible Food Recovery support is no longer  
 2180 provided by the West Contra Costa Integrated Waste Management Authority, and subject to the terms and

2181 conditions of Section 30.01, Contractor will, at no additional cost to the City, provide support to the City's  
 2182 Edible Food Recovery program as required under SB 1383. Contractor support may include educating  
 2183 commercial Edible Food generators, providing records of site visits, conducting education efforts, providing  
 2184 lists of food recovery organizations, and coordinating with Agreement Administrator. Contractor will assist the  
 2185 City in conducting Food Waste and Green Waste surveys and Diversion programs by providing accurate and  
 2186 timely service data, conducting site visits, and distributing materials. The services described in this section  
 2187 are not effective until such time as the City and Contractor agree to a City-Directed Change per Section 30.01.

2188           15.05    Transfer Station Voucher Program for Residents.

2189                   15.05.1 Contractor shall make vouchers available to SFD and MFD Service Units for the  
 2190 delivery of materials to Golden Bear Transfer Station as follows in Sections 15.05.1 and 15.05.2. Each  
 2191 voucher shall allow the customer to dispose of up to four (4) cubic yards of material per trip to the Golden  
 2192 Bear Transfer Station. These vouchers cannot be used for E-Waste, U-Waste, or other hazardous materials.  
 2193 Residents of Service Units shall be required to provide proof of City residence upon drop-off at the facility  
 2194 receiving the materials. Vouchers shall not be transferrable to any person other than residents of the Service  
 2195 Unit to whom they were issued. Each individual voucher shall only be valid for a twelve (12) month period.  
 2196 Contractor shall promote the vouchers in each newsletter. The services described in this section are not  
 2197 effective until such time as the City and Contractor agree to a City-Directed Change per Section 30.01.

2198           15.06    HHW and Extended Producer Responsibility Drop-Off Events. Contractor shall provide a  
 2199 minimum of two City-wide HHW (including E-waste, U-Waste, pharmaceuticals, and sharps), textile, carpet,  
 2200 and mattress Collection drives on an annual basis. The events shall be conducted by Contractor at no cost  
 2201 of any kind to the City. Contractor will schedule Collection events with City approval and advertise the drop-  
 2202 off events not less than one week prior to the scheduled Collection event, but no more than one month prior  
 2203 to the scheduled Collection event. All textile, carpet, and mattresses Collected through this program shall be  
 2204 Diverted from the landfill, either through donation to a local non-profit organization or through other means of  
 2205 Diversion. Contractor must arrange for appropriate disposal of all HHW generated by each event. The  
 2206 services described in this section are not effective until such time as the City and Contractor agree to a City-  
 2207 Directed Change per Section 30.01.

2208           15.07    HHW Drop-Off Site. In the event that the City's HHW is no longer accepted by the West  
 2209 Contra Costa Integrated Waste Management Authority, and subject to the terms and conditions of Section  
 2210 30.01, Contractor will provide at least one HHW drop-off site within the City limits and provide free HHW drop-  
 2211 off services to City residents. The services described in this section are not effective until such time as the  
 2212 City and Contractor agree to a City-Directed Change per Section 30.01.

2213           15.08    Sharps Collection Program. Home-generated sharps, such as needles, syringes, and  
 2214 lancets, shall be placed in a sharps Container and removed from the regular waste stream to minimize  
 2215 exposure to Solid Waste workers and Recyclable Materials processors. To ensure sharps are handled in an  
 2216 appropriate manner, Contractor shall provide, upon request, postage-paid mail-back sharps Containers as  
 2217 follows. In addition, Contractor shall promote this program in newsletters and in other forms of outreach as  
 2218 determined by City. The services described in this section are not effective until such time as the City and  
 2219 Contractor agree to a City-Directed Change per Section 30.01.

2220 15.08.1 Each SFD Service Recipient shall be provided with up to one postage-paid mail-  
2221 back sharps Container per year at no additional cost. Seniors shall be provided with up to two postage-paid  
2222 mail-back sharps Containers per year at no additional cost.

2223 15.08.2 Each MFD dwelling within an MFD Service Unit, up to 20 dwellings per Service Unit,  
2224 shall be provided with up to one postage-paid mail-back sharps Container per year at no additional cost.  
2225 Seniors shall be provided with up to two postage-paid mail-back sharps Containers per year at no additional  
2226 cost.

2227 15.08.3 Contractor shall provide to the City on an annual basis not less than 200 postage-  
2228 paid mail-back Sharps Containers for City staff to distribute at special events.

2229 15.09 Support in Complying with SB 54. Contractor will, at no cost to the City, provide support to  
2230 the City in complying with SB 54. Contractor support may include, but is not limited to, record-keeping,  
2231 collection of data, waste stream sampling, and compilation of reports.

2232 15.10 Street Sweeping Services. City and Contractor acknowledge that the City's street sweeping  
2233 program (which is outside of the scope of this Agreement) may be subject to change, potentially including  
2234 changes in street sweeping route schedules and/or frequency. In the event that changes in street sweeping  
2235 route schedules and/or frequency are planned by the City, the Parties will meet and confer in advance of  
2236 such changes to coordinate changes to street sweeping route schedules and/or frequency such that  
2237 interference with Contractor's then current collection route schedule are prevented or minimized.

2238 15.11 Holiday Tree Drop-Off at Transfer Station. City residents showing proof of City residence  
2239 shall be permitted to dispose of compostable Holiday Trees at the Golden Bear Transfer Station free of charge  
2240 between December 26<sup>th</sup> and February 7<sup>th</sup> each year during the Term of this Agreement. Contractor must  
2241 deliver the Holiday Trees to the Organic Waste Processing Facility for Diversion through uses other than  
2242 Alternative Daily Cover or Beneficial Use. Contractor is not required to accept Holiday Trees with tinsel,  
2243 flocking, or ornaments.

2244 **Article 16. Collection Routes**

2245 16.01 Service Routes. Contractor must provide City with maps and digital mapping data precisely  
2246 defining Collection routes, together with the days and the times at which Collection will regularly commence.

2247 16.02 Service Routes Near Schools. Contractor agrees not to schedule Collection service within  
2248 500 feet of a school's roadway frontage and/or driveways during either the school's daily morning student  
2249 arrival window(s) or the school's daily afternoon student departure window(s),

2250 16.03 Initial Route Changes. Contractor agrees not to change any Residential Solid Waste  
2251 Collection routes in effect as of the Effective Date of this Agreement prior to July 1, 2026, except for limited  
2252 route changes that may be necessary for new development and subject to review and approval by the City.  
2253 After July 1, 2026, if any re-routing of Residential Solid Waste Collection is necessary for Collection efficiency,  
2254 Contractor may submit to City, in writing, proposed route changes (including maps thereof) not less than sixty



2291 reported by Contractor, and any other provisions of the Agreement. City (or its designated consultant) may  
 2292 utilize a variety of methods in the execution of this review, including, but not limited to, analysis of relevant  
 2293 documents, on-site and field observations, and interviews. City (or its designated consultant) will review  
 2294 and document the items in the Agreement that can be objectively evaluated, including those that require  
 2295 Contractor to meet specific performance standards, submit information or reports, perform additional  
 2296 services, or document operating procedures. This information will be documented and be formatted in a  
 2297 "compliance checklist", with supporting documentation and findings tracked for each of the identified items.  
 2298 The review will specifically include a determination of Contractor's compliance with the Diversion  
 2299 requirements of Article 8 and the public outreach and education requirements of Article 20. City (or its  
 2300 designated consultant) may review the Customer service functions and structure utilized by Contractor.  
 2301 This may include Contractor's protocol for addressing Customer complaints and service interruption  
 2302 procedures. Complaint logs may be reviewed, along with procedures and systems for tracking and  
 2303 addressing complaints. On-site and field observations by City (or its designated consultant) may include,  
 2304 but are not necessarily limited to:

- 2305 a) Interviews and discussions with Contractor's administration and management  
2306 personnel.
- 2307 b) Review and observation of Contractor's Customer service functions and structure.
- 2308 c) Review of public education and outreach materials.
- 2309 d) Interviews and discussions with Contractor's financial and accounting personnel.
- 2310 e) Interviews with route dispatchers, field supervisors, and managers.
- 2311 f) Interviews with route drivers.
- 2312 g) Interviews with vehicle maintenance staff and observation of maintenance  
2313 practices.
- 2314 h) Review of on-route Collection Services, including observation of driver  
2315 performance and Collection productivity and visual inspection of residential routes  
2316 before and after Collection to evaluate Cart placement and cleanliness of streets.

2317 17.01.2.3 Contractor's Cooperation. Contractor shall cooperate fully with the  
 2318 review and provide all requested data, including operational data, financial data, and other data reasonably  
 2319 requested by City within fifteen (15) Workdays of the request. Failure to submit data by the due date may  
 2320 result in assessment of Administrative Charges and Penalties as specified in Exhibit 5.

2321 17.01.3 Additional Billing Audit and Performance Review. In the event that the Billing Audit  
 2322 and Performance Review concludes that Contractor is not in compliance with all terms and conditions of this  
 2323 Agreement and such non-compliance is material, Contractor is subject to Administrative Charges and  
 2324 Penalties as described in Exhibit 5 as well as reimbursement to the City for the full cost of the audit plus any  
 2325 underpayments discovered during the Audit. Additionally, City may conduct an Additional Billing Audit and  
 2326 Performance Review, beyond the two (2) specified in Section 17.01.2.1, to ensure that Contractor has cured  
 2327 any such area of non-compliance. Contractor will be responsible for the cost of any such Additional Billing  
 2328 Audit and Performance Review for a maximum cost of Eighty-Five Thousand Dollars (\$85,000) (starting on  
 2329 July 1, 2026, and each January 1<sup>st</sup> thereafter. For the purposes of a determination of non-compliance under  
 2330 this Agreement, Audit findings which result in underpayments of \$100,000 or more shall be deemed material.  
 2331 These payment amounts shall increase annually by the CPI Adjustment Calculation in Section 6.03.1.



2371 technologies are available (such as hybrid or electric powered Collection vehicles), the City or the Contractor  
 2372 may request/negotiate implementation of such new Collection vehicles, with a corresponding change to the  
 2373 Maximum Service Rates to reflect additional cost or savings. During the Term, to the extent required by law,  
 2374 Contractor shall provide its Collection Vehicles to be in full compliance with all Applicable Laws, including  
 2375 State and Federal clean air requirements that are adopted or proposed to be adopted, including, but not  
 2376 limited to, the California Air Resources Board Heavy Duty Engine Standards as currently proposed to be  
 2377 contained in California Code of Regulations, Title 13, Sections 2020 et seq., the California Air Resources  
 2378 Board Advanced Clean Fleets Regulation as outlined in California Code of Regulations, Title 13, Sections  
 2379 2013 et seq., the Federal EPA's Highway Diesel Fuel Sulfur regulations, and all other applicable air pollution  
 2380 control laws.

2381           18.04    Collection Vehicle On-Board Technology. Contractor must use Collection Vehicles fitted  
 2382 with GPS tracking devices that can be used to record start and stop times, vehicle locations, and maximum  
 2383 speed. Contractor shall furnish to the City, at no additional cost or expense, any software and equipment  
 2384 necessary for City to track the location of Collection Vehicles in real time and to generate reports as needed.  
 2385 Collection Vehicles must also be fitted with cameras that are programmed to take photos, date and location  
 2386 stamped, to document violations, including contamination, overfilling, and lids not closed. GPS and camera  
 2387 data must be made available to City upon request. Failure of Contractor to make data or information available  
 2388 to City within fifteen (15) Workdays of a request may result in assessment of Administrative Charges and  
 2389 Penalties as specified in Exhibit 5.

2390           18.05    Collection Vehicle Size Limitations / Overweight Vehicle Charge. Contractor may not use  
 2391 any Collection Vehicle in violation of weight limitations in Applicable Law, including any weight limitation  
 2392 placed on any public roadway or alley as adopted and posted by City. The Contractor may exceed the  
 2393 Collection Vehicle size limitation for a limited time due to extraordinary circumstances or conditions with the  
 2394 prior written consent of the Agreement Administrator. The limited time may not exceed 120 days. Contractor  
 2395 must report all instances of overweight vehicles to City as part of its quarterly reporting described in Section  
 2396 22.04, and as part of its Annual Reports to the City described in Section 22.05. Contractor may be assessed  
 2397 Administrative Charges and Penalties as specified in Exhibit 5 as a result of exceeding an overweight vehicle  
 2398 rate of five percent (5.00%) in any Calendar Year during the Term of the Agreement. The overweight vehicle  
 2399 rate will be calculated as the total number of overweight Collection Vehicle instances during the Calendar  
 2400 Year divided by the total number of Collection Vehicle loads transported during the Calendar Year. Prior to  
 2401 collecting Administrative Charges and Penalties for overweight vehicles, the City shall afford Contractor a  
 2402 reasonable opportunity to provide the Agreement Administrator with documentation of the extraordinary  
 2403 circumstance that caused the overweight vehicles. Extraordinary circumstances in this case may include, but  
 2404 are not limited to, heavy rains or high winds that caused excess Green Waste to be generated, rain to  
 2405 accumulate in open Collection Containers, or normal Collection routes to be delayed or shortened due to  
 2406 extreme weather conditions. The Agreement Administrator shall have authority to consider Contractor's  
 2407 documentation and uphold and collect the assessed charge, to reduce the charge, or to waive and dismiss  
 2408 the charge. The Agreement Administrator shall also have the authority to waive charges in advance of an  
 2409 anticipated, or in response to an actual, emergency event.

2410            18.06    Registration; Inspection. All vehicles used by Contractor in providing Solid Waste  
2411 Collection under this Agreement, except those vehicles used solely on Contractor's Premises, are to be  
2412 registered with the California Department of Motor Vehicles. In addition, each such vehicle must be inspected  
2413 by the California Highway Patrol in accordance with Applicable Law. Within two (2) Workdays of a request  
2414 from the Agreement Administrator, Contractor must provide City a copy of its vehicle maintenance log and  
2415 any safety compliance report, including, but not limited to, any report issued under California Vehicle Code  
2416 Sections 34500 and following, as well as the biennial "BIT" inspections conducted by the California Highway  
2417 Patrol.

2418            18.07    Safety Markings. All Collection equipment used by Contractor must have appropriate safety  
2419 markings including, but not limited to, highway lighting, flashing, and warning lights, clearance lights, and  
2420 warning flags. All such safety markings must be in accordance with the requirements of the California Vehicle  
2421 Code, as may be amended from time to time.

2422            18.08    Vehicle Signage and Painting. Collection Vehicles must be painted and numbered without  
2423 repetition and must have Contractor's name, Contractor's customer service telephone number, and the  
2424 number of the vehicle painted in letters of contrasting color, at least four (4) inches high, on each side and  
2425 the rear of each vehicle. No advertising is permitted other than the name of Contractor, its logo, and its  
2426 registered service marks, except for promotional advertisement of the Recyclable Materials and Organic  
2427 Waste programs, which is encouraged. City is to approve any promotional material of the Recyclable  
2428 Materials and Organic Waste affixed to or painted on Contractor's Collection Vehicles and may require such  
2429 promotion to be utilized from time to time to encourage correct Recycling, reduce contamination, and provide  
2430 relevant education. Contractor must repaint all vehicles (including vehicles striping) during the Term of this  
2431 Agreement on a frequency as necessary to maintain a positive public image, as reasonably determined by  
2432 the Agreement Administrator, but not less often than once every five years.

2433            18.09    Bin and Roll-off Container Signage, Painting, and Cleaning. All metal Bins Containers of  
2434 any service type furnished by Contractor must be either painted or galvanized, in compliance with all  
2435 applicable color specifications as set forth by CalRecycle. For purposes of this Agreement, all metal Bins will  
2436 be in compliance with all applicable color specifications as set forth by CalRecycle via the color of the Bin's  
2437 lid. All metal or plastic Bins and Roll-off Containers must display Contractor's name, Contractor's customer  
2438 service telephone number, and the number of the Bin or Roll-off Container and must be kept in a clean and  
2439 sanitary condition. Bins must also have labels that comply with Section 20.10 of this Agreement. Bins and  
2440 Roll-off Containers should be free of dents and graffiti at the start of this Agreement and painted as needed  
2441 to maintain an orderly appearance throughout the Term of the Agreement, but not less frequently than once  
2442 every three years. Bins and Roll-off Containers may be subject to periodic, unscheduled inspections by City,  
2443 and determination as to sanitary condition will be made by City.

2444            18.10    Vehicle Certification. For each Collection Vehicle used in the performance of services  
2445 under this Agreement, Contractor must obtain a certificate of compliance (smog check) issued pursuant to  
2446 Part 5 of Division 26 of the California Health and Safety Code (Section 43000 and following) and regulations  
2447 promulgated thereunder, and/or a safety compliance report issued pursuant to Division 14.8 of the California  
2448 Vehicle Code (Section 34500 and following) and the regulations promulgated thereunder, as applicable to

2449 the vehicle. Contractor must maintain copies of such certificates and reports and must make such certificates  
2450 and reports available for inspection upon request by the Agreement Administrator.

2451 18.10.1 By July 1, 2025, Contractor must submit to the Agreement Administrator verification  
2452 that each of the Contractor's Collection Vehicles has passed the California Heavy Duty Vehicle Inspection.  
2453 Thereafter, Contractor must cause each vehicle in Contractor's Collection fleet to be tested annually in the  
2454 California Heavy Duty Inspection Program and must, upon request, submit written verification to City within  
2455 ten (10) Workdays of the completion of such test. Contractor may not use any vehicle that does not pass  
2456 such inspection.

2457 18.11 Equipment Maintenance. Contractor must always maintain Collection equipment in a clean  
2458 condition and in good repair. All parts and systems of the Collection equipment must operate properly and be  
2459 maintained in a condition satisfactory to City. Contractor must wash all Collection Vehicles at least once a  
2460 week.

2461 18.12 Maintenance Log. Contractor must maintain a maintenance log for all Collection Vehicles.  
2462 The log must always be accessible to City by physical inspection upon request of Agreement Administrator,  
2463 and must show, at a minimum, each vehicle's Contractor-assigned identification number, date purchased or  
2464 initially leased, dates of performance of routine maintenance, dates of performance of any additional  
2465 maintenance, and description of additional maintenance performed.

2466 18.13 Equipment Inventory. On or before July 1, 2025, Contractor shall provide to City an  
2467 inventory of Collection Vehicles and major equipment used by Contractor for Collection or transportation and  
2468 performance of services under this Agreement. The inventory must indicate each Collection Vehicle by  
2469 Contractor-assigned identification number, DMV license number, the age of the chassis and body, the type  
2470 of fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition,  
2471 the decibel rating, and the maintenance and rebuild status. Contractor must submit an updated inventory,  
2472 either via email or via electronic document sharing site (e.g., Dropbox), to the Agreement Administrator, either  
2473 annually or more often, at the request of the Agreement Administrator. Each inventory must also include the  
2474 tare weight of each vehicle as determined by weighing at a certified scale used by Contractor. Each vehicle  
2475 inventory must be accompanied by a certification signed by Contractor that all Collection Vehicles meet the  
2476 requirements of this Agreement.

2477 18.14 Reserve Equipment. Contractor shall have available to it, at all times, reserve Collection  
2478 equipment which can be put into service and operation within one (1) hour of any breakdown. Such reserve  
2479 equipment must correspond in size and capacity to the equipment used by the Contractor to perform the  
2480 contractual duties.

2481 18.15 RNG Fuel Procurement Credits. Contractor agrees to coordinate and cooperate with the  
2482 City to meet its Recovered Organic Waste Product procurement target, as defined in, and required by  
2483 Applicable Law. In support of that objective, the City will receive any applicable SB 1383 Recovered Organic  
2484 Waste Product procurement credits for all RNG used by the Contractor to power Contractor's Collection  
2485 vehicles as allowed by the Applicable Law and within the time provided therein.

2486

**Article 19. Contractor’s Office**

2487           19.01     Contractor’s Office. Contractor shall maintain an office in the City of Richmond, California,  
 2488 that is accessible to persons with disabilities as required by the Americans with Disabilities Act (ADA). Such  
 2489 office must be equipped with enough telephones so that all Collection Service-related calls received during  
 2490 normal business hours are answered by an employee within five (5) rings. The office must have responsible  
 2491 persons in charge during Collection hours, and must be open during normal business hours (8:00 a.m. to  
 2492 5:00 p.m. on Monday through Friday). Contractor must provide either a local or toll-free telephone number  
 2493 that connects to the call center described in Section 19.02, and a telephone answering service or mechanical  
 2494 device to receive Service Recipient inquiries during those times when the office is closed. Calls received after  
 2495 normal business hours must be addressed the next Workday morning.

2496           19.02     Customer Service Call Center. Contractor must maintain a Customer Service call center  
 2497 within the United States. Such office must be equipped with enough telephones that all customer service-  
 2498 related calls are answered by an employee within five (5) rings if they are received during normal business  
 2499 hours (8:00 a.m. to 5:00 p.m. on Monday through Friday).

2500           19.03     Emergency Contact. Contractor must provide the Agreement Administrator with an  
 2501 emergency phone number where the Contractor can be reached outside of the required office hours.

2502           19.04     Multilingual/Telecommunications Device for the Deaf (TDD) Service. Contractor must  
 2503 always maintain the capability of responding to telephone calls in English, Spanish, Mandarin, Tagalog, and  
 2504 such other languages as City may direct. Contractor must always maintain the capability of responding to  
 2505 telephone calls through TDD Services.

2506           19.05     Service Recipient Calls. During office hours, Contractor must maintain a telephone  
 2507 answering system capable of accepting at least five (5) incoming calls at one time. Contractor must record all  
 2508 calls, including any inquiries, service requests, or complaints, into a customer service log.

2509                     19.05.1 All incoming calls will be answered at the local office or call center within 5 rings.  
 2510 Any call “on-hold” more than 1.5 minutes must have the option to remain “on-hold” or request a “call-back”  
 2511 from a customer service representative. Contractor’s customer service representatives must return Service  
 2512 Recipient calls. For all messages left before 3:00 p.m., all “call backs” must be attempted a minimum of one  
 2513 time prior to 5:00 p.m. on the day of the call. For messages left after 3:00 p.m., all “call backs” must be  
 2514 attempted a minimum of one time prior to noon the next Workday. Contractor must make minimum of three  
 2515 (3) attempts within one (1) Workday of the receipt of the call. If Contractor is unable to reach the Service  
 2516 Recipient on the next Workday, Contractor must send a postcard, email, or text, as indicated by the Service  
 2517 Recipient, to the Service Recipient on the second Workday after the call was received, indicating that the  
 2518 Contractor has attempted to return the call.

2519

**Article 20. Contractor Support Services**

2520           20.01     Sustainability/Compliance Representative. Contractor will hire staff, including at least one  
 2521 dedicated full-time Sustainability/Compliance Representative as of the Commencement Date, to conduct site

2522 visits and provide outreach and education in support of meeting Franchise and CalRecycle Diversion  
2523 requirements and to meet State mandates associated with Applicable Law and all amendments and related  
2524 subsequent legislation. The Sustainability/Compliance Representative(s) shall be available as needed to  
2525 meet with the City and conduct site visits to implement Recyclable Materials and Organic Waste programs in  
2526 the Service Area at least four days a week throughout the year. City may request monthly meetings with  
2527 Contractor to discuss problems or issues such as Collection or Recycling programs, Billing or Service  
2528 Recipient service issues, and day-to-day operations. The services described in this section are not effective  
2529 until such time as the City and Contractor agree to a City-Directed Change per Section 30.01.

2530           20.02    Sustainability and Compliance Plan. Contractor, at its own expense, must prepare, submit,  
2531 and implement an annual (Calendar Year) Sustainability and Compliance Plan ("Plan"), which will guide  
2532 Contractor's staff's work efforts. This Plan will include measures to meet Diversion targets, increase  
2533 Diversion, and increase participation of Service Recipients in Recyclable Materials and Organic Waste  
2534 Diversion programs, and should target certain Recyclable Materials or "problem" areas, including Recyclable  
2535 Materials and Organic Waste sorting and contamination, within Contractor's Service Area where  
2536 improvements can be maximized. Planned outreach and education services and outreach materials should  
2537 be included as part of the Plan and updated annually, and new outreach materials shall not be circulated to  
2538 the public without City review and approval. Targets of outreach shall be based on local trends and Recycling  
2539 patterns from data obtained by both the City and Contractor. Contractor will maintain current and state-of-  
2540 the-art public outreach and education services throughout the Term of this Agreement by providing outreach  
2541 materials to Service Recipients electronically (via email and social media). Contractor must submit first year  
2542 draft Plan to the City prior to the Commencement Date and by July 1st each year thereafter for the Term of  
2543 the Agreement. City shall review and provide revisions to draft Plan within thirty (30) days of receipt. City shall  
2544 review, provide comments on, and approve all education and outreach materials. Contractor must revise and  
2545 submit final Plan to City by December 1, 2025, for first year and then each year thereafter for the Term of the  
2546 Agreement. Contractor's Plan is provided in Exhibit 9.

2547                   20.02.1 Approach to Meeting City's Diversion Requirements. Contractor must document  
2548 approach to meeting City's Diversion requirements by specific Diversion program type (SFD, MFD,  
2549 Commercial, Recyclable Material, Organic Waste, Bulky Waste, etc.) and must be tied to both specific and  
2550 public education programs. This must include an implementation schedule showing the specific programs  
2551 and tasks, milestones, and timeframes for meeting the Diversion requirements.

2552                   20.02.2 Environmental Stewardship. Contractor must describe all environmental  
2553 management policies and activities related to the Solid Waste Collection service, including the use of  
2554 Alternative Fuel Vehicles, reduction of air emissions and wear and tear on the City's streets, use of recycled  
2555 products throughout operations, internal waste reduction and reuse protocol, water and resource  
2556 conservation activities within facilities (design, construction and operation), compliance with laws governing  
2557 E-Waste, HHW, and U-Waste, and use of non-toxic products when possible.

2558                   20.02.3 Outreach Regarding Recyclability of Materials. Contractor shall create and maintain  
2559 at minimum one (1) piece of educational material that addresses:

2560 (a) The foundational role that commodities markets and transportation costs play in current  
2561 Recycling systems.

2562 (b) The importance of keeping recyclables empty, clean, and dry.

2563 (c) A list of materials that are likely to be recycled if placed in City Recyclable Materials  
2564 Containers.

2565 Contractor shall also create and maintain at minimum one (1) piece of educational material that addresses:

2566 (a) The Organic Waste stream standards of the local transfer and processing facilities that  
2567 receive City Organic Waste.

2568 (b) The related importance of keeping prohibited materials out of the City's Organic Waste  
2569 stream.

2570 (c) The potential end uses of Compost depending on the material's quality and levels of  
2571 contamination.

2572 20.03 School Education and Outreach. In the event that school education and outreach is no  
2573 longer provided to the City by West Contra Costa Integrated Waste Management Authority, Contractor shall  
2574 develop and utilize a program to educate on proper Recycling that offers tools to assist with proper Recycling  
2575 for all ages. Educational information should include brochures, school resources such as Recycling  
2576 curriculums, children's activity flyers, posters, myth busters, and Recycling art activities. Contractor shall  
2577 develop and distribute educational material and conduct onsite outreach annually to all school campuses in  
2578 the franchise area. Materials must be approved by City before distribution. Examples include Recyclable  
2579 Materials list, Recycling tips, battery and bulb education, Food Waste Collection, and donation, and HHW  
2580 education. Educational material shall be distributed to campuses by mail and/or in person on or before  
2581 September 30<sup>th</sup> annually, and site visits must be completed by November 30<sup>th</sup> annually.

2582 20.04 Compliance Notices. Contractor shall send SB 1383, AB 341, and AB 1826 compliance  
2583 notices quarterly to all eligible Commercial entities and MFDs that do not subscribe to Organic Waste and/or  
2584 Recyclable Materials Collection Service with the Contractor and/or do not provide an alternate method for  
2585 Diverting Organic Waste, in conformance with Applicable Law. These notices shall also notify businesses of  
2586 requirements under AB 827. Contractor shall mail notifications quarterly on or before the last day of the month  
2587 following the end of the quarter.

2588 20.05 Technical Assistance.

2589 20.05.1 Site Visits. In the event that technical assistance-related site visits are not provided  
2590 to the City by West Contra Costa Integrated Waste Management Authority, Contractor shall provide  
2591 comprehensive Recycling technical assistance to MFD and Commercial Customers with the primary purpose  
2592 of helping Customers increase Recyclable Materials and Organic Waste Collection services and reducing  
2593 Solid Waste Collection service. The technical assistance services shall conform with the following  
2594 performance expectations per month:

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

2595 Site visits shall include on-site assessments of the MFD and Commercial Premises to improve Recyclable  
 2596 Materials and Organic Waste Collection program participation and provide recommendations to Customers  
 2597 on how to improve overall resource efficiency. During the site visits, Contractor will be required to provide  
 2598 and/or restock posters, “how to” guides, personal Recyclable Materials baskets/bags for MFD tenants, and  
 2599 any other appropriate materials, and to provide new signage for the Recyclable Materials and Organic  
 2600 Waste Containers if necessary. This program shall also involve preparation and presentation of reports to  
 2601 the City on the Contractor’s efforts and results of the technical assistance efforts.

2602 20.05.2 Compliance Reviews.

2603 20.05.2.1 General Requirement. At least once annually, beginning in 2025,  
 2604 Contractor shall review the records of its Commercial and MFD Customers in City that are subscribed for  
 2605 at least two (2) cubic yards per week of combined Solid Waste, Organic Materials, and Recyclables service,  
 2606 to determine whether such Customers are subscribed for Organic Materials Collection service or have an  
 2607 applicable waiver. Contractor shall include the results of each Compliance Review in its next regularly  
 2608 scheduled report to City.

2609 20.05.2.2 Site Visit Requirement for Non-Compliance. In the event that site  
 2610 visits related to non-compliance are not provided to the City by West Contra Costa Integrated Waste  
 2611 Management Authority, and if directed by City, Contractor shall conduct a site visit to each Commercial and  
 2612 MFD Customer in City that is determined to (a) not be enrolled in 3-Container Collection service, and (b)  
 2613 not be eligible for a waiver based on the City determination. Contractor shall conduct in-person site visits  
 2614 (i.e., direct Customer contact) to provide educational material about the law’s requirements to Commercial  
 2615 and MFD Customers at least once every three (3) years.

2616 20.05.2.3 Site Visit Requirement for All Customers. In the event that similar  
 2617 site visits are not provided to the City by West Contra Costa Integrated Waste Management Authority, all  
 2618 Commercial and MFD Customers in the City shall receive a site visit from Contractor to affirm proper sorting  
 2619 procedures and sizing of Containers at least once every five (5) years.

2620 20.06 Education and Outreach Materials. Contractor must implement public education and  
 2621 outreach in conformance with Applicable Law and in coordination with City. Contractor shall attend public  
 2622 events and host booths to promote Recycling education and awareness. Contractor will work with City to  
 2623 identify which special events will be attended. Contractor, together with City, shall work with local media to  
 2624 ensure information on new programs, events, Recyclable Materials, Organic Waste, etc., is communicated to  
 2625 the community. Contractor shall use a variety of options, such as local paper, news, websites, and social  
 2626 media, as well as in-person visits to Homeowners Associations, schools, and civic groups to distribute  
 2627 information and education about City Solid Waste and Recyclable Materials programs and events. In terms  
 2628 of social media and websites, Contractor shall make their best effort to share information through platforms  
 2629 that are commonly used and culturally relevant, including platforms that are known to reach younger

2630 populations and Spanish-speaking populations. Examples may include Instagram, WhatsApp, NextDoor, and  
2631 TikTok, though that list is expected to become outdated within a year or two. All educational and outreach  
2632 materials shall be provided in English and Spanish, and City may direct some or all materials to also be  
2633 produced in Mandarin, Tagalog, and/or other languages to be determined.

2634                   20.06.1 Quarterly Newsletters. Contractor shall distribute educational material to Service  
2635 Recipients a minimum of once a Quarter by mail or electronically. These materials should include tips on  
2636 Recycling properly, use of Organic Waste Containers, Composting, battery and electronics education,  
2637 prevention of contamination issues, proper Collection Container placement, resource information, and HHW  
2638 education. Contractor shall also distribute these same educational materials to all MFD residents, provided  
2639 that City provides Contractor with a list of contact information for these residents. In accordance with Section  
2640 20.02, outreach materials shall not be circulated to the public without City review and approval, and City  
2641 shall be permitted to request the inclusion of content regarding announcements and events related to waste  
2642 management.

2643                   20.06.2 Available Services Notice and Information. At least annually, Contractor must  
2644 publish and distribute (by mail or electronically) a notice to all Service Units regarding the full range of  
2645 services offered. The notice must be provided in English and Spanish and must be distributed by Contractor  
2646 no later than February 1st of each year. The notice must contain at a minimum (i) definitions of the materials  
2647 to be Collected; (ii) procedures for setting out materials; (iii) the days when Garbage, Recyclable Materials,  
2648 and Organic Waste Services will be provided; (iv) Contractor's local customer service phone number; (v)  
2649 instructions on the proper filling of Containers; (vi) instructions as to what materials may or may not be placed  
2650 in Recyclable Materials or Organic Waste Containers; (vii) how to select Container sizes to maximize  
2651 Diversion; (viii) information about participation in Recyclable Materials and Organic Waste programs; (ix) the  
2652 fees for Overage and Contamination in the event of non-compliance; (x) the availability of on-premises  
2653 Collection Services, including the availability of no-charge on-premises Solid Waste Collection for qualified  
2654 persons; (xi) the availability of Bulky Waste Services; (xii) the availability of the Golden Bear Transfer Station  
2655 drop-off voucher program; (xiii) information about Neighborhood Clean-Up days, including any specific  
2656 upcoming dates and locations; and (xiv) the information about Free Bulky Waste Drop-off days, including  
2657 any specific upcoming dates and locations.

2658                   20.06.3 Contractor shall provide the following to all its Customers under the Agreement  
2659 annually. Contractor shall also provide the following to all MFD residents, provided that City provides  
2660 Contractor with a list of contact information for these residents.

2661                   (i) Information on the Customer's requirements to properly separate materials in  
2662                   appropriate Containers.

2663                   (ii) Information on methods for: the prevention of Organic Materials generation, Recycling  
2664                   Organic Materials on-site, sending Organic Materials to community Composting, and  
2665                   any other local requirements regarding Organic Materials.

2666 (iii) Information regarding the methane reduction benefits of reducing the landfill Disposal  
2667 of Organic Materials, and the methods of Organic Materials recovery contemplated by  
2668 the Agreement.

2669 (iv) Information regarding how to recover Organic Materials.

2670 (v) Information related to the public health and safety and environmental impacts  
2671 associated with the landfill Disposal of Organic Materials.

2672 (vi) The above information will be provided, at a minimum, through print and/or electronic  
2673 media, and may also be provided through workshops, meetings, and/or on-site visits.  
2674 All information that SB 1383 requires the City to distribute shall be posted on  
2675 Contractor's website.

2676 (vii) Contractor shall provide an educational webpage which includes downloadable copies  
2677 of all the materials described in this Section.

2678 20.06.4 City-Specific Website. Contractor shall maintain a City-specific website that fully  
2679 explains the Contractor's current services and rates and the Diversion options available, and that allows  
2680 Service Recipients to submit service changes, inquiries, complaints, or queries. The website must describe  
2681 and promote the use of the available Recyclable Materials and Organic Waste services. Contractor's local  
2682 website must provide information specific to the City's programs. Contractor will ensure that information  
2683 provided on the website is maintained and up to date. Content will include proper Container set out  
2684 instructions, educational materials, newsletters, and program descriptions. Website content shall be in  
2685 English with translations into Spanish, Mandarin, Tagalog, and/or others to be determined.

2686 20.06.5 Recycling Resources. Contractor shall maintain accurate list of Recyclable  
2687 Materials on its website and promote proper Recycling to all Service Recipients. Contractor shall consult,  
2688 collaborate, and coordinate its Recycling outreach and educational materials and activities with the City and  
2689 incorporate the City's input on the Contractor's Recycling resources and programs.

2690 20.07 Waiver Outreach, Applications, and Evaluation.

2691 20.07.1 Waiver Outreach. Contractor shall notify all of its commercial accounts of the  
2692 availability of waivers and how to obtain and file a waiver periodically, or at least every five (5) years.

2693 20.07.2 Waiver Applications and Evaluation. In the event that such a service is no longer  
2694 provided by the West Contra Costa Integrated Waste Management Authority, and subject to the terms and  
2695 conditions of Section 30.01, Contractor shall be responsible for the distribution, collection, and evaluation of  
2696 waiver applications as appropriate, and shall provide the City a recommendation to accept or deny waiver  
2697 requests in accordance with SB 1383. Contractor shall develop waiver application forms and shall provide  
2698 them to City for City approval prior to use. Contractor shall evaluate requests for exemption or waiver from  
2699 the Act's requirements on the basis of physical space or de minimis generation and provide the City periodic  
2700 recommendations and supporting documentation to deny or approve waivers, including a site visit and re-  
2701 evaluation at least every five years as required by the SB 1383 Regulations.

2702           20.08    News Media Relations. Contractor will work with local media to ensure information is  
2703 communicated to community (new programs, events, Recycling information, etc.). Contractor to use options  
2704 such as local Newspaper, Radio/TV News outlets, Websites, and Social Media. Contractor will notify the  
2705 Agreement Administrator by email or phone of all requests for news media interviews related to the services  
2706 covered under this Franchise Agreement within one (1) Workday of Contractor's receipt of the request. When  
2707 practicable, before responding to any inquiries involving controversial issues or any issues likely to affect  
2708 participation or Customer's perception of services, Contractor will discuss Contractor's proposed response  
2709 with the City Agreement Administrator.

2710           20.09    News Media Requests. Contractor will notify the Agreement Administrator by email or  
2711 phone of all requests for news media interviews regarding the services provided under this Agreement within  
2712 one (1) Workday of Contractor's receipt of the request. When practicable, before responding to any inquiries  
2713 involving controversial issues or any issues likely to affect participation or Service Recipient's perception of  
2714 services, Contractor will discuss Contractor's proposed response with the Agreement Administrator.

2715                   20.09.1 Copies of draft news releases or proposed trade journal articles that use the name  
2716 of City or specifically refer to the services provided hereunder must be submitted to the Agreement  
2717 Administrator for prior review and approval at least five (5) working days in advance of release, except where  
2718 Contractor is required by any Applicable Law to submit materials to any regulatory agency in a shorter period  
2719 of time, in which case Contractor must submit such materials to City simultaneously with Contractor's  
2720 submittal to such regulatory agency.

2721                   20.09.2 Copies of articles resulting from media interviews or news releases that use the  
2722 name of City or relate to the services provided hereunder must be provided to the City within five (5) days  
2723 after publication.

2724           20.10    Acceptable Materials Labeling. Contractor must affix to each Recyclable Materials and  
2725 Organic Waste Collection Container a sticker that is compliant with SB 1383 labeling requirements and  
2726 approved by the City. Each sticker shall clearly list Acceptable materials to be placed in the corresponding  
2727 Container, and each sticker shall also include a QR code that links to the Recycling education landing page  
2728 within the Contractor's City-specific website for the City. Stickers must be replaced annually and include any  
2729 updates in the list of Acceptable materials (Exhibit 11).

2730           20.11    Edible Food Recovery Support. In the event that such a service is no longer provided by  
2731 the West Contra Costa Integrated Waste Management Authority, and subject to the terms and conditions of  
2732 Section 30.01, Contractor shall annually provide City with a list of Tier One and Tier Two Commercial Edible  
2733 Food Generators located in the City. Upon request from Contractor, City shall use reasonable efforts without  
2734 incurring significant additional costs to cooperate and consider methods for collecting information from  
2735 Customers and sharing such information with Contractor in an effort to assist Contractor with identifying the  
2736 Tier One and Tier Two commercial Edible Food generators within the City. The services described in this  
2737 section are not effective until such time as the City and Contractor agree to a City-Directed Change per  
2738 Section 30.01.



2770 Administrator may grant the Contractor a variance from regular routes and schedules, which will not be  
2771 withheld unreasonably. As soon as practicable after such Emergency Event, Contractor must advise the  
2772 Agreement Administrator when it is anticipated that normal routes and schedules can be resumed. The  
2773 Agreement Administrator will try through the local news media to inform the public when regular services may  
2774 be resumed. The clean-up from some Emergency Events may require that Contractor hire additional  
2775 equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris  
2776 resulting from the event. If Contractor secures written authorization and approval from City through the  
2777 Agreement Administrator, Contractor will receive additional compensation above the normal compensation  
2778 contained in this Agreement to cover the costs of rental equipment, additional personnel, overtime hours, and  
2779 other documented expenses based on the rates set forth in Exhibit 1. City will be given equal priority and  
2780 access to resources as with other franchise jurisdictions held by Contractor or its affiliates.

2781           21.02     Emergency Event Planning. Within sixty (60) days from a request by City, Contractor shall  
2782 prepare a draft Emergency Event plan that sets forth procedures for maintaining regular Collection service  
2783 and Collection of debris following an Emergency Event and provide a framework for how the City will respond,  
2784 clear, remove, and dispose of debris generated during a disaster. The Emergency Event plan shall address  
2785 arrangements to provide needed vehicles and personnel, priorities for clean-up at critical facilities, and  
2786 procedures for reimbursement for costs; it shall also describe communication plans, list key contact persons,  
2787 and provide maps showing proposed sites for stockpiling of disaster debris that cannot be transported to the  
2788 landfill. Contractor shall coordinate the plan with City's Public Works Department. The draft plan shall be  
2789 presented to the City Manager for consideration and approval. The final plan shall be distributed to those  
2790 employees of Contractor and City who would have a role in implementing upon the occurrence of an  
2791 Emergency Event.

2792           21.03     Emergency Event Recovery Support. In the event of an Emergency Event, Contractor  
2793 agrees to provide recovery support upon request by Agreement Administrator. This may include additional  
2794 hauling of debris, special handling such as wrapping waste in plastic (i.e., "burrito wrapping"), temporary  
2795 storage of debris where feasible, additional disposal, use of different transfer and disposal facilities, and  
2796 documentation of debris type, weight, and Diversion. Contractor should follow protocol laid out in the County's  
2797 Operational Area Mass Debris Management Plan (Annex to the Operational Area Emergency Response Plan)  
2798 and any subsequent County or City Disaster Debris Plans, as applied to Solid Waste hauling and handling.

## 2799                           **Article 22. Record Keeping and Reporting Requirements**

2800           22.01     Record Keeping. Notwithstanding Article 47 herein:

2801                       22.01.1 Accounting Records. Contractor must maintain full, complete, and separate  
2802 financial, statistical, and accounting records pertaining to cash, billing, and provisions of all Collection  
2803 Services, prepared on an accrual basis in accordance with generally accepted accounting principles. Such  
2804 records will be subject to audit, copy, and inspection for the purposes set forth in Section 17.01. Gross  
2805 Revenues derived from provision of the Collection Services, whether such services are performed by  
2806 Contractor or by a subcontractor or subcontractors, will be recorded as revenues in the accounts of  
2807 Contractor. The Contractor shall keep and preserve, during the Term of this Agreement, and for a period of

2808 not less than four (4) years following expiration or other termination hereof, full, complete, and accurate  
2809 records, including all cash, billing, and disposal records, as indicated in the Agreement.

2810                               22.01.1.1           City reserves the right to request audited, reviewed, or compiled  
2811 financial statements prepared by an independent Certified Public Accountant, including any associated  
2812 footnotes, or as may be provided by Contractor or its parent company. In the event that Contractor does  
2813 not maintain separate financial or accounting records prepared specifically for services provided under this  
2814 Agreement, Contractor may use industry standard allocation methods to provide financial information as  
2815 applicable to the service provided under this Agreement. Failure of Contractor to provide requested financial  
2816 statements to City within fifteen (15) Workdays of a request may result in assessment of Administrative  
2817 Charges and Penalties as specified in Exhibit 5.

2818                               22.01.2 Agreement Materials Records. Contractor must maintain records of the quantities  
2819 of (i) Residential, MFD, and Commercial Solid Waste Collected and Disposed under the terms of this  
2820 Agreement, (ii) Recyclable Materials, by type, Collected, purchased, processed, sold, donated, or given for  
2821 no compensation under the terms of this Agreement, and (iii) Organic Waste by type, Collected, purchased,  
2822 processed, sold, donated, or given for no compensation under the terms of this Agreement. Records must  
2823 be provided to City as specified in Article 20, and upon additional request.

2824                               22.01.3 Other Records. Contractor must maintain all other records reasonably related to  
2825 provision of Collection Services, whether or not specified in this Agreement, and provide them upon City  
2826 request. Failure of Contractor to submit requested records to City within fifteen (15) Workdays of a request  
2827 may result in assessment of Administrative Charges and Penalties as specified in Exhibit 5.

2828                               22.01.4 Failure to Report. The refusal of Contractor to file any of the reports required in the  
2829 timelines required, or the inclusion of any materially false or misleading statement or representation made  
2830 knowingly by Contractor in such report, shall be deemed a material breach of this Agreement and shall  
2831 subject Contractor to all remedies, legal or equitable, which are available to City under this Agreement or  
2832 otherwise.

2833                               22.01.5 Report Format. All reports to be submitted in a form and format approved by the  
2834 City, including electronic data submission.

2835                               22.02       Online Waste Reporting System. Contractor shall, at no additional cost to the City, procure  
2836 software to use as an Online Waste Reporting System, an online/digital data system that is specifically  
2837 designed for recording and documenting activity and data related to Collection Services, including outreach,  
2838 customer service, site visits, service levels, weights and volumes by waste stream, field issues for compliance,  
2839 and reporting.

2840                               22.02.1 Data-Sharing with Transparent Richmond. Contractor shall either procure Online  
2841 Waste Reporting System software that integrates with Transparent Richmond, the platform the City uses to  
2842 store and share information or set up systems for pushing data from the Online Waste Reporting System to  
2843 Transparent Richmond on a weekly basis, and/or Contractor shall share data in a form and format approved  
2844 by the City.

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

2847            22.04    Quarterly Reporting.

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

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

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

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

2867                            22.04.2.3        Non-Collection. The quarterly report must include a list of all Non-  
2868 Collection occurrences that took place during that Quarter. It must include the full list of Service Units that  
2869 experienced Non-Collection, indicate the date of and reason for each Non-Collection incident, and indicate  
2870 whether a Non-Collection Notice was issued, and in what format it was issued.

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

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

2875                            22.04.2.6        Contamination Reporting. To the extent required by Applicable  
2876 Law, the quarterly report must include a summary of all instances of qualifying contamination under the  
2877 procedures in Section 5.08. This summary must include the total number of accounts where contamination  
2878 occurred, the total number of Contamination Violation Notices issued by Contractor to Service Recipients,  
2879 a list of accounts where such notices occurred, the total number of instances where Collection Container  
2880 size or Collection frequency was increased specifically due to contamination, a list of accounts that were

2881 charged contamination fees, and a list of accounts for which the Collection Container size or Collection  
2882 frequency was increased specifically due to contamination. Within twenty (20) Workdays of request by City,  
2883 Contractor will provide copies of the Contamination Violation Notices and the digital documentation of  
2884 contamination.

2885 22.04.2.7 Service Recipient Complaint Log. The quarterly report must  
2886 include the Service Recipient complaint log Collected from the previous Quarter.

2887 22.04.2.8 Reports to City on Customers discovered to be out of compliance  
2888 with the SB 1383 Regulations, including a list of the Customers, the type of violation (including not donating  
2889 Edible Food, not providing Containers for Customer use, and other compliance violations), actions taken to  
2890 educate those Customers, and contact information for those Customers. Such reports shall be provided  
2891 quarterly or as required by City.

2892 22.04.2.9 List of Programs Utilized. The quarterly report must include a list  
2893 of all the waste Diversion and reduction programs, as well as other Solid Waste Collections programs,  
2894 utilized by City residents, with the number of residents per program indicated when known. This report  
2895 should also include the number of Kitchen Food Waste Pails distributed to residents within the Quarter.

2896 22.04.2.10 Abandoned Waste Reporting. The quarterly report must include a  
2897 list of the times Contractor provided Abandoned Waste Removal Service to the City, including the dates,  
2898 the locations of each service, and the amount of material Collected during each incident.

2899 22.05 Annual Reporting.

2900 22.05.1 General. An annual report must be submitted no later than 5 p.m. PT on January  
2901 31, 2026, and each January 31<sup>st</sup> thereafter for the previous Calendar Year. If January 31<sup>st</sup> falls on a day that  
2902 City is closed, then the report will be due on the next Business Day. Annual reports must be submitted  
2903 electronically in software acceptable to the City. Failure to submit complete annual reporting by the due date  
2904 may result in assessment of Administrative Charges and Penalties as specified in Exhibit 5. Annual reports  
2905 to City must include:

2906 22.05.1.1 Financial Statements. Contractor must submit annual financial  
2907 statements for the local operation. Statements need not be reviewed or audited statements.

2908 22.05.1.2 Annual Sustainability and Compliance Report. Contractor must  
2909 complete and submit data sections within their Sustainability and Compliance Plan to document education  
2910 and outreach conducted, public event participation, school visits, compliance notices mailed, site visits,  
2911 waste audits completed, information distributed, and media used, and community events hosted. This must  
2912 include public education activities undertaken during the year, including distribution of bill inserts, Collection  
2913 notification tags, community information and events, tours, and other activities related to the provision of  
2914 Collection Services, and must discuss the impact of these activities on Recycling program participation and  
2915 include amounts Collected from SFD, MFD, Commercial, and City Service Units. The report should include  
2916 a complete list of all non-exempt commercial accounts, which includes each non-exempt account's status

2917 as a “covered generator” under AB 341, AB 1826, and SB 1383; the date and status of Contractor’s  
 2918 outreach efforts at each non-exempt account; and the current level of Recyclable Materials and Organic  
 2919 Waste program participation at each non-exempt account.

2920 22.05.1.3 Solid Waste Data. The number of SFD, MFD, Commercial, and  
 2921 City Service Units, and the number of Collection Containers distributed by size and Service Unit type.

2922 22.05.1.4 Waste Characterization Data. A breakdown of Solid Waste  
 2923 (Garbage, Recyclable Materials, and Organic Waste) by material type as per CalRecycle material  
 2924 classifications.

2925 22.05.1.5 Recyclable Materials Data. Gross tons Collected daily on average  
 2926 by material type by route for SFD, MFD, Commercial, and City Recyclable Materials service, with map of  
 2927 routes. The average participation rates by Quarter relative to the total number of Service Units by Service  
 2928 Unit type Indicate number of Recyclable Materials Collection Containers distributed by size and Service  
 2929 Unit type.

2930 22.05.1.6 Organic Waste Data. Include average daily gross tons Collected  
 2931 by route, separated by Green Waste and Food Waste, with map of routes. Include the total number of  
 2932 generators that receive each type of Organic Waste Collection Service provided by the Contractor. Indicate  
 2933 average daily number of setouts by route. Indicate average participation rates relative to the total number  
 2934 of Service Units in terms of weekly set-out counts. Indicate number of Organic Waste Collection Containers  
 2935 distributed by size and Service Unit type.

2936 22.05.1.7 Customer Service Log. A copy of the customer service log,  
 2937 including a summary of the type and number of complaints and their resolution. Include copies of a written  
 2938 record of all calls related to missed pickups and responses to such calls.

2939 22.05.1.8 Customer Service Information Sheet. A copy of Contractor’s most  
 2940 recent Customer Service Information Sheet (i.e., customer call center “cheat sheet”) for the City or the  
 2941 equivalent information used by customer service representatives.

2942 22.05.1.9 Overweight Vehicle Data. A summary of all instances of  
 2943 overweight Collection Vehicles. This summary must also include the number of overweight vehicle  
 2944 instances as a percentage of the total number of Collection Vehicle loads transported during the Calendar  
 2945 Year.

2946 22.05.1.10 Summary Narrative. A summary narrative of problems  
 2947 encountered with Collection activities and actions taken. Indicate type and number of Non-Collection  
 2948 Notices left at Service Recipient locations. Indicate instances of property damage or injury, significant  
 2949 changes in operation, market factors, publicity conducted, and needs for publicity. Include description of  
 2950 processed material loads rejected for sale, reason for rejection, and Disposition of load after rejection.

2951 22.05.1.11 Collection Container and Vehicle Inventory. An updated complete  
 2952 inventory of Collection Containers by type and size, and an updated complete inventory of Collection

2953 Vehicles, including for each vehicle: truck number, route number, date purchased, vehicle type, tare weight,  
2954 license plate number, fuel type, vehicle make and model, and vehicle safety records.

2955 22.05.1.12 Diversion Rate. Contractor must provide documentation  
2956 acceptable to City stating and supporting the Calendar Year's Franchise Diversion Rate, as calculated in  
2957 accordance with the provisions of Article 8. Any tonnages Diverted and Disposed from large venues and  
2958 events during the reporting period will be counted towards the calculated Diversion rate.

2959 22.05.1.13 AB 341, AB 1826, and SB 1383 Compliance Data. Contractor  
2960 must report the total number of Commercial and MFD Service Units serviced, as well as the number of  
2961 Containers, Container sizes, and frequency of Collection for Garbage, Recyclable Materials, and Organic  
2962 Waste for each non-exempt Commercial and MFD Service Unit. Contractor must also provide the following  
2963 information separately for both AB 341 and AB 1826:

2964 22.05.1.14 The total number of non-exempt Commercial and MFD Service  
2965 Units that fall under the AB 341 or AB 1826 thresholds, and the total number of those non-exempt  
2966 Commercial and MFD Service Units that are not subscribed to Commercial or MFD Recyclable Materials  
2967 Collection Service or Commercial or MFD Organic Waste Collection Service.

2968 22.05.1.15 A summary of the type of follow-up outreach that was provided to  
2969 those non-exempt Commercial and MFD Service Units that are not subscribed to Commercial or MFD  
2970 Recyclable Materials Collection Service or Commercial or MFD Organic Waste Collection Service.

2971 22.05.1.16 Contractor shall provide proof of training records for Service  
2972 Recipient personnel, emergency procedures, Customer Service Courtesy, and how to recognize Illicit  
2973 Discharges and stormwater pollution sources.

2974 22.05.1.17 A list of all recommended waivers for that calendar year, including  
2975 copies of the waiver request form and other supporting documentation (may be provided electronically or  
2976 over a web page), in accordance with Section 20.07.

2977 22.05.1.18 A list of the Tier One and Tier Two generators, in accordance with  
2978 Section 20.11. (List may be secured from West Contra Costa Integrated Waste Management Authority if  
2979 Contractor is not responsible for regularly maintaining the list.) The services described in this section are  
2980 not effective until such time as the City and Contractor agree to a City-Directed Change per Section 30.01.

2981 22.05.1.19 For Route Reviews and Compliance Reviews:

2982 (i) The date the review was conducted.

2983 (ii) The name and title of each person conducting the review.

2984 (iii) A list of the account names and addresses covered by the review.

2985 (iv) For Route Reviews, a description of each Hauler Route reviewed, and a  
2986 general description of the Hauler Route area.

2987 (v) For Route Reviews, the results of such review (i.e., the addresses where any  
2988 Prohibited Container Contaminants were found) and any photographs taken.

2989 (vi) For Compliance Reviews, the results of such review (i.e., Contractor's findings  
2990 as to whether the Customers reviewed are subscribed for Organic Waste  
2991 Collection service, have an applicable waiver, or neither) and any relevant  
2992 evidence supporting such findings (e.g., account records).

2993 (vii) Copies of any educational materials issued pursuant to such reviews.

2994 22.05.1.20 Documentation relating to observed Prohibited Container  
2995 Contaminants, whether observed during Route Reviews or otherwise:

2996 (i) Copies of the form of each notice issued to Customers for Prohibited Container  
2997 Contaminants, as well as, for each such form, a list of the Customers to which  
2998 such notice was issued, the date of issuance, the Customer's name and  
2999 service address, and the reason for issuance (if the form is used for multiple  
3000 reasons).

3001 (ii) The number of times notices were issued to Customers for Prohibited  
3002 Container Contaminants.

3003 (iii) The number of Containers where the contents were Disposed due to  
3004 observation of Prohibited Container Contaminants.

3005 22.06 Diversion Calculation and Data. By 5:00 p.m. PT on February 14 and annually thereafter  
3006 during the Term of this Agreement, Contractor must deliver to City, in the format specified by City, the  
3007 Calendar Year's Franchised Diversion Rate, as calculated in accordance with the provisions of Article 8. Any  
3008 tonnages Diverted and Disposed from large venues and events during the reporting period will be counted  
3009 towards the calculated Diversion rate.

3010 22.07 CalRecycle Reports. Contractor will provide reasonable assistance to City in preparing  
3011 annual reports to CalRecycle (the "Electronic Annual Report" or EAR), including but not limited to supplying  
3012 required data for preparation of the reports, and completing all required data input.

3013 22.07.1 Contractor shall maintain, in form and format satisfactory to the City, the Online  
3014 Waste Reporting System, an Implementation Record meeting the requirements of the SB 1383 Regulations  
3015 and CalRecycle. Contractor shall be responsible for requesting information from the City for City-related  
3016 activities, such as procurement and outreach and education, for maintenance of the Implementation Record

3017 22.07.2 In the event that CalRecycle requires City to report an Implementation Schedule  
3018 and/or Corrective Action Plan to comply with AB 341, AB 1826, SB 1383, SB 1594, and/or other Applicable



3055 However, in the event a Service Recipient requests missed Collection service more than two (2) times in  
3056 any consecutive two (2) month period, the Agreement Administrator will work with Contractor to determine  
3057 an appropriate resolution to that situation. In the event Contractor believes any complaint to be without merit,  
3058 Contractor will notify the Agreement Administrator by email. The Agreement Administrator will investigate all  
3059 disputed complaints and render a decision.

3060 24.01.4 Contractor's service and emergency telephone numbers must be accessible by a  
3061 local (City) phone number or toll-free number. The service telephone number(s) must be listed in the area's  
3062 telephone directories under Contractor's name in the White Pages, available through an online search, and  
3063 listed on the Contractor's website.

3064 24.02 Contractor shall record and catalog all Customer email addresses alongside Customer  
3065 names and mailing addresses, such that Contractor can more easily and quickly send out updates and  
3066 announcements as needed. Contractor shall cooperate with City to send out via email any service-related  
3067 updates and announcements City may deem necessary.

## 3068 **Article 25. Quality of Performance of Contractor**

3069 25.01 Intent. Contractor acknowledges and agrees that one of City's primary goals in entering  
3070 into this Agreement is to ensure that the Solid Waste Collection is of the highest caliber, that Service Recipient  
3071 satisfaction remains at the highest level, that maximum Diversion levels are achieved, and that materials  
3072 Collected are put to the highest and best use to the maximum extent possible.

3073 25.02 Administrative Charges and Penalties. Quality of performance by the Contractor is of  
3074 primary importance. In acknowledgement of this, and subject to the provision of Section 25.02 and Exhibit 5,  
3075 Contractor agrees to pay City Administrative Charges and Penalties as detailed in Exhibit 5 should Contractor  
3076 fail to meet its responsibilities under this Agreement. Should Contractor be in breach of the requirements set  
3077 forth in this Agreement, it is mutually understood and agreed that the public will necessarily suffer damages  
3078 and that such damages, from the nature of the default in performance, will be extremely difficult and  
3079 impractical to fix. City finds, and the Contractor agrees, that as of the time of the execution of this Agreement,  
3080 it is impractical, if not impossible, to reasonably ascertain the extent of damages which will be incurred by  
3081 City as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the  
3082 impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage  
3083 results to members of the public who are denied services or denied quality or reliable service; (ii) such  
3084 breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of this Agreement to  
3085 individual members of the general public for whose benefit this Agreement exists, in subjective ways and in  
3086 varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) services  
3087 might be available at substantially lower costs than alternative services, and the monetary loss resulting from  
3088 denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms;  
3089 and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of  
3090 future correction and not remedies which make the public whole for past breaches.

3091 25.03 Contractor's Right to Cure. Administrative Charges and Penalties will only be assessed  
3092 after Contractor has been given the opportunity but failed to rectify, in a timely manner, the breach or

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

3102           25.04    Procedure for Review of Administrative Charges. The Agreement Administrator may  
3103 assess Administrative Charges and Penalties as specified in Exhibit 5 pursuant to this Agreement quarterly.  
3104 At the end of each Quarter during the Term of this Agreement, the Agreement Administrator will issue a  
3105 written notice to Contractor ("Notice of Assessment") of the Administrative Charges and Penalties assessed  
3106 and the basis for each assessment.

3107           25.04.1 The assessment will become final unless, within ten (10) calendar days of the date  
3108 of the notice of assessment, Contractor provides a written request for a meeting with the City Manager to  
3109 present evidence that the assessment should not be made.

3110           25.04.2 The Agreement Administrator will schedule a meeting between Contractor and the  
3111 City Manager as soon as reasonably possible after timely receipt of Contractor's request.

3112           25.04.3 The City Manager will review Contractor's evidence and render a decision  
3113 sustaining or reversing the Administrative Charges and Penalties as soon as reasonably possible after the  
3114 meeting. Written notice of the decision will be provided to Contractor.

3115           25.04.4 In the event Contractor does not submit a written request for a meeting within ten  
3116 (10) calendar days of the date of the Notice of Assessment, the Agreement Administrator's determination  
3117 will be final.

3118           25.04.5 City's assessment or collection of Administrative Charges and Penalties will not  
3119 prevent City from exercising any other right or remedy, including the right to terminate this Agreement, for  
3120 Contractor's failure to perform the work and services in the manner set forth in this Agreement.

3121           25.05    Uncontrollable Circumstances.

3122           25.05.1 If either party is prevented from or delayed in performing its duties under this  
3123 Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation,  
3124 acts of terrorism, landslides, lightning, forest fires, storms, floods, severe weather, freezing, earthquakes,  
3125 other natural or man-made disasters, the threat of such natural or man-made disasters, pandemics (or threat  
3126 of same), quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes,  
3127 lockouts or other labor disturbances, acts of government or governmental restraint, or other causes, whether

3128 of the kind enumerated or otherwise, that are not reasonably within the control of the affected party, then the  
3129 affected party will be excused from performance hereunder during the period of such disability.

3130 25.05.2 The party claiming excuse from performance must promptly notify the other party  
3131 when it learns of the existence of such cause, including the facts constituting such cause, and when such  
3132 cause has terminated.

3133 25.05.3 The interruption or discontinuance of services by a party caused by circumstances  
3134 outside of its control will not constitute a default under this Agreement.

## 3135 **Article 26. Performance Bond**

3136 26.01 Performance Bond. Within ten (10) Business Days from the date the City Council approves  
3137 this Agreement, Contractor must furnish to City, and keep current, a performance bond, or irrevocable letter  
3138 of credit (hereinafter collectively "Performance Bond"), issued or drawn upon a surety, bank, or financial  
3139 institution reasonably acceptable to City and in a form acceptable to the City Attorney, for the faithful  
3140 performance of this Agreement and all obligations arising hereunder in an amount as follows:

3141 26.01.1 From July 1, 2025, and so long as this Agreement or any extension thereof remains  
3142 in force, Contractor must maintain a performance bond in the amount of five million dollars (\$5,000,000).

3143 26.01.1.1 The performance bond must be executed by a surety company  
3144 licensed to do business in the State of California; having an "A-" or better rating by A. M. Best or Standard  
3145 and Poor's; and included on the list of surety companies approved by the Treasurer of the United States.

3146 26.01.1.2 In the event City draws on the bond, all of City's costs of collection  
3147 and enforcement of the Bond, including reasonable attorney's fees and costs, must be paid by Contractor.

3148 26.01.1.3 The Performance Bond must be renewed annually for the entire  
3149 Term of the Agreement, and evidence must be provided to City annually, up to the penal sum of the bond.

3150 26.01.1.4 In the event Contractor shall for any reason (except as otherwise  
3151 provided in this Agreement) become unable, or fail in any way, to perform as required by this Agreement,  
3152 City may declare a portion or all of the Performance Bond, as may be necessary to recompense and make  
3153 whole the City, forfeited to the City, up to the penal sum of the bond.

## 3154 **Article 27. Insurance**

3155

3156 27.01 Before beginning any services under this Agreement, Contractor, at its own cost and  
3157 expense, shall procure the types and amounts of insurance specified herein and maintain that insurance  
3158 throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid  
3159 or proposal. Contractor shall be fully responsible for the acts and omissions of its subcontractors or other  
3160 agents.

3161                    27.01.1 Workers' Compensation. Contractor shall, at its sole cost and expense, maintain  
3162 Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons  
3163 employed directly or indirectly by Contractor in the amount required by Applicable Law. The requirement to  
3164 maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City  
3165 upon written verification that Contractor is a sole proprietor and does not have any employees and will not  
3166 have any employees during the term of this Agreement.

3167                    27.01.2 Commercial General Liability and Automobile Liability Insurance.

3168                    27.01.2.1        General requirements. Contractor, at its own cost and expense,  
3169 shall maintain commercial general liability and automobile liability insurance for the term of this Agreement  
3170 in an amount not less than \$5,000,000 per occurrence and \$10,000,000 aggregate, combined single limit  
3171 coverage for risks associated with the work contemplated by this Agreement.

3172                    27.01.2.2        Minimum scope of coverage. Commercial general liability  
3173 coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence  
3174 form CG 0001 0413 covering comprehensive General Liability on an "occurrence" basis. Automobile  
3175 coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 1120  
3176 covering any auto (Symbol 1). No endorsement shall be attached limiting the coverage.

3177                    27.01.2.3        Additional requirements. Each of the following shall be included in  
3178 the insurance coverage or added as a blanket-form endorsement to the policy, if applicable:

3179                    a)            The Commercial General Liability and Automobile Liability Insurance shall cover  
3180 on an occurrence basis.

3181                    b)            City, its officers, officials, employees, agents, and volunteers shall be included as  
3182 additional insureds for commercial general liability and automobile liability arising  
3183 out of work or operations on behalf of the Contractor, via blanket-form  
3184 endorsement. Additional Insured Coverage can be provided in the form of an  
3185 endorsement to the Contractor's Commercial General Liability Insurance at least  
3186 as broad as Blanket-Form Additional Insured Endorsements CG 20 10 04 13 and  
3187 CG 20 37 04 13.

3188                    c)            For any claims related to this Agreement or the work hereunder, the Contractor's  
3189 insurance covered shall be primary insurance, via blanket-form endorsement as  
3190 respects the City, its officers, officials, employees, agents, and volunteers. Any  
3191 insurance or self-insurance maintained by the City, its officers, officials,  
3192 employees, agents or volunteers shall be excess of the Contractor's insurance  
3193 and non-contributing.

3194                    d)            The policy shall include a "separation of Insureds" or "severability" clause which  
3195 treats each insured separately.

3196 e) Contractor agrees to give at least thirty (30) days prior written notice to City before  
3197 coverage is canceled or materially modified.

3198 27.01.3 All Policies Requirements.

3199 27.01.3.1 Submittal Requirements. Contractor shall submit the following to  
3200 City prior to beginning services:

3201 a) An ACORD 25 Certificate of Liability Insurance in the amounts specified in this  
3202 Agreement, supplemented with the Blanket-Form Additional Insured  
3203 Endorsements for the Commercial General Liability and Automobile Liability  
3204 policies.

3205 27.01.3.2 Acceptability of Insurers. All insurance required by this Agreement  
3206 is to be placed with insurers with a Bests' rating of no less than A:VII.

3207 27.01.3.3 Waiver of Subrogation. Contractor hereby agrees to waive  
3208 subrogation which any insurer or contractor may require from Contractor by virtue of the payment of any  
3209 loss. The ACORD 25 Certificate of Insurance will be supplemented with the blanket-form waiver of  
3210 subrogation endorsements that may be necessary to effect this waiver of subrogation, but this provision  
3211 applies regardless of whether or not the City has received a Certificate of Insurance supplemented with the  
3212 waiver of subrogation blanket-form endorsements from the insurer(s)' authorized representative.

3213 The Workers' Compensation policy shall be endorsed with a waiver of subrogation, via blanket-form  
3214 endorsement, in favor of the City for all work performed by the Contractor, its employees, agents, and  
3215 subcontractors

3216 27.01.3.4 Subcontractors. Contractor shall include all subcontractors as  
3217 additional insureds under its policies or shall furnish separate certificates and applicable endorsements for  
3218 each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated  
3219 herein, and Contractor shall ensure that City, its officers, officials, employees, agents, and volunteers are  
3220 covered as additional insured on all coverages, except Workers' Compensation/Employer's Liability.

3221 27.01.3.5 Excess Insurance. If Contractor maintains higher insurance limits  
3222 than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by  
3223 the Contractor.

3224 27.01.3.6 Primary Coverage. For any claims related to this contract, the  
3225 Vendor's insurance coverage shall be primary and non-contributory, via blanket-form endorsement.

3226 27.01.4 Remedies. In addition to any other remedies City may have if Contractor fails to  
3227 provide evidence of the required insurance policies via an ACORD 25 Certificate of Insurance supplemented  
3228 with the applicable blanket-form endorsements to the extent and within the time herein required, City may,  
3229 at its sole option: (a) obtain such insurance and deduct and retain the amount of the premiums for such  
3230 insurance from any sums due under the Agreement; (b) order Contractor to stop work under this Agreement

3231 and withhold any payment that becomes due to Contractor hereunder until Contractor demonstrates  
3232 compliance with the requirements hereof; and/or (c) terminate this Agreement.

3233 27.01.5 Insurance Requirements. Please refer to Exhibit 13 (Insurance Requirements) for  
3234 detailed insurance requirements. In the case that a difference exists between the language of Article 27 and  
3235 the language of Exhibit 13, the language which provides the City with the most coverage shall prevail and  
3236 be binding to both parties in this Agreement.

## 3237 **Article 28. Hold Harmless and Indemnification**

3238 28.01 General Indemnification. To the fullest extent permitted by law, Contractor shall defend,  
3239 indemnify and hold City, its officials, officers, employees, volunteers, and agents free and harmless from any  
3240 and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity,  
3241 to property or persons, including wrongful death, in any manner arising out of or incident to any alleged  
3242 negligent acts, omissions, or willful misconduct of Contractor, its officials, officers, employees, agents, and  
3243 subcontractors arising out of or in connection with the award of the Agreement or performance of the Services  
3244 or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and  
3245 other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense, and risk, any  
3246 and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted  
3247 against City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy  
3248 any judgment, award, or decree that may be rendered against City or its directors, officials, officers,  
3249 employees, agents, or volunteers, in any such suit, action, or other legal proceeding. Contractor shall  
3250 reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal  
3251 expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith  
3252 or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to  
3253 insurance proceeds, if any, received by City or its directors, officials, officers, employees, agents, or  
3254 volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code  
3255 Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to  
3256 claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the  
3257 Contractor. This Section 28.1 shall survive any expiration or termination of this Agreement.

3258 28.02 Defense and Indemnity for Contractor's Liabilities and Damages. Contractor shall  
3259 indemnify, defend with counsel approved by the City, and hold City, its elected and appointed officials,  
3260 officers, agents, employees, and volunteers (collectively "City Indemnitees") harmless from and against any  
3261 and all of Contractor's liabilities, including but not limited to all claims, demands, lawsuits, judgments,  
3262 damages, losses, injuries, expenses, and/or costs (including without limitation reasonable legal counsel fees,  
3263 expert fees, and all other costs and fees of litigation) of every nature arising out of, brought, or claimed against  
3264 Contractor by, or otherwise owed by Contractor to, Contractor's employees, Contractor's contractors or  
3265 subcontractors, or the owners of Contractor's firm. Contractor shall further reimburse the City for the cost of  
3266 any election regarding a referendum on the award of this Agreement.

3267 28.03 Defense and Indemnity of Third-Party Claims/Liability. Contractor shall indemnify, defend  
3268 with legal counsel approved by City, and hold harmless City Indemnitees from and against any and all  
3269 liabilities, including but not limited to all claims, demands, lawsuits, judgments, damages, losses, injuries,

3270 expenses, and/or costs (including without limitation reasonable legal counsel fees, expert fees, and all other  
3271 costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligent  
3272 performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement,  
3273 except to the extent such loss or damage is caused by the active negligence or willful misconduct of City.  
3274 Should conflict of interest principles preclude a single legal counsel from representing both City and  
3275 Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall  
3276 reimburse City its costs of defense, including without limitation reasonable legal counsel fees, expert fees,  
3277 and all other costs and fees of litigation. The Contractor shall, after the exhaustion of all appeals and entry of  
3278 a final judgment, promptly pay City any final judgment rendered against City (and its officers, officials,  
3279 employees, and volunteers) with respect to any liabilities or claims covered by this Section. It is expressly  
3280 understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted  
3281 by the law of the State of California and will survive termination of this Agreement.

3282                   28.03.1 Contractor shall not be required to indemnify and hold harmless City for liability  
3283 attributable to the active negligence or willful misconduct of City, provided such active negligence or willful  
3284 misconduct is determined by agreement between the parties or by findings of a court of competent  
3285 jurisdiction. In instances where City is shown to have been actively negligent and where City's active  
3286 negligence accounts for only a percentage of the liability involved, the obligation of the Contractor will be for  
3287 that entire portion or percentage of liability not attributable to the active negligence of City based on principles  
3288 of comparative fault.

3289                   28.04     Nonwaiver. City does not waive, nor shall be deemed to have waived, any indemnity,  
3290 defense or hold harmless rights under this Section because of the acceptance by City, or the deposit with  
3291 City, of any insurance certificates or policies described in Article 27.

3292                   28.05     Diversion Indemnification. Subject to the requirements of Public Resources Code Section  
3293 40059.1, which will control in the event of any conflict with the provisions of this Section, Contractor agrees  
3294 to protect and defend City Indemnitees with counsel selected by Contractor and approved by City, to pay all  
3295 attorneys' fees, and to indemnify, defend, and hold City Indemnitees harmless from and against all fines or  
3296 penalties imposed by CalRecycle if the Diversion goals specified in California Public Resources Code Section  
3297 41780, as it may be amended, are not met by City with respect to the Materials Collected by Contractor and  
3298 if the lack in meeting such goals is attributable to the failure of Contractor to implement and operate the  
3299 Recycling or Diversion programs or undertake the related activities required by this Agreement as determined  
3300 by CalRecycle. In the event CalRecycle provides an administrative process to challenge the imposition of a  
3301 compliance order or a fine or fines, Contractor and City will each be responsible for engaging any consultants  
3302 or attorneys necessary to represent City in any challenge or administrative hearing process. Contractor will  
3303 be responsible for the retention of and payment to any consultants engaged to perform waste generation  
3304 studies (Diversion and Disposal). All consultants and attorneys engaged hereunder are subject to the  
3305 agreement of City and Contractor.

3306                   28.06     Hazardous Substances Indemnification. Contractor agrees to indemnify, defend (with  
3307 counsel reasonably approved by City), protect, and hold harmless the City Indemnitees from and against any  
3308 and all claims of any kind whatsoever paid, suffered, or incurred by or against the City Indemnitees resulting  
3309 from any repair, clean-up, removal action, or response action undertaken pursuant to CERCLA, the Health &

3310 Safety Code, or other similar Federal, State, or local law or regulation, with respect to Solid Waste or  
3311 Household Hazardous Waste Collected and Disposed of by Contractor. The foregoing indemnity is intended  
3312 to operate as an agreement pursuant to Section 10(e) of CERCLA and Section 25364 of the Health & Safety  
3313 Code to defend, protect, hold harmless, and indemnify the City Indemnitees from all forms of liability under  
3314 CERCLA, the Health & Safety Code, or other similar Federal, State, or local law or regulation.

3315           28.07    Proposition 218. City shall comply with all Applicable Law concerning the Maximum Service  
3316 Rates provided under this Agreement. Upon thorough analysis, the parties have made a good faith  
3317 determination that the Maximum Service Rates for the Solid Waste Collection provided under this Agreement  
3318 are not subject to California Constitution Articles XIIC and XIID because, among other reasons, such  
3319 services are provided by a private corporation and not by City, Contractor independently establishes the rates  
3320 for services within the limits established in this Agreement, the receipt of services is voluntary and not required  
3321 of any property within City, and any owner or Service Recipient of property within City has the opportunity to  
3322 avoid the services available under this Agreement either through Self-Hauling or use of property in such a  
3323 manner that Solid Waste is not generated. Accordingly, in the event that a third party challenges the Maximum  
3324 Service Rates as being in violation of Article XIIC or XIID of the California Constitution, or otherwise asserts  
3325 that the Maximum Service Rates are an invalid tax, assessment, or fee, then Contractor agrees, subject to  
3326 the provisions of the Public Resources Code Section 40059.2 and if allowed by law, to waive, release, and  
3327 hold harmless the City Indemnitees from and against any and all claims Contractor may have against the City  
3328 Indemnitees resulting therefrom, and to indemnify and defend City indemnitees, with legal counsel reasonably  
3329 acceptable to City, from any third-party claim, suit, or other action, whether administrative, legal, or equitable,  
3330 challenging the Maximum Service Rates authorized under this Agreement or as being in violation of Article  
3331 XIIC or XIID of the California Constitution, or otherwise asserting that the Maximum Service Rate are an  
3332 invalid tax, assessment, or fee. The foregoing notwithstanding, Contractor shall have no obligation to pay or  
3333 refund monies paid to the City as and for franchise fees or other administrative fees established by this  
3334 Agreement if such franchise fees or other administrative fees are determined by a Court to be invalid, in  
3335 violation of State or Federal law, or an unauthorized tax or government fee. This Section will survive the  
3336 expiration or termination of this Agreement for claims arising prior to the expiration or termination of this  
3337 Agreement. In addition, the City may determine to subject any adjustment to the Maximum Service Rates to  
3338 any procedure under Article XIIC or XIID of the California Constitution. Any such adjustment to the Maximum  
3339 Service Rates shall not be effective if the City receives a majority protest or is otherwise unable to approve  
3340 the adjustment. In such event, Contractor may terminate this Agreement with eighteen (18) months' notice  
3341 to City.

3342           28.08    Employment & Labor Practices. Contractor shall indemnify, defend, and hold harmless City  
3343 Indemnitees, from any and all liability, damages, claims, costs, and expenses of any nature to the extent  
3344 arising from Contractor's personnel and labor practices, including any claim of entitlement to City retirement  
3345 or other benefits or failure to pay and comply with State or Federal prevailing wage laws should such be  
3346 applicable to Contractor's personnel or labor practices or to one or more of the services it provides pursuant  
3347 to the Agreement. All duties of Contractor under this paragraph shall survive termination of this Agreement.



3384 or statute of the United States or of any State thereof, provided that if any such judgment or order is stayed  
3385 or vacated within sixty (60) calendar days after the entry thereof, any notice of default will be and become  
3386 null, void, and of no effect, unless such stayed judgment or order is reinstated, in which case such default  
3387 will be deemed immediate; or

3388 29.01.3 By, pursuant to, or under the authority of any legislative act, resolution, or rule or  
3389 any order or decree of any court or governmental board, agency, or officer having jurisdiction, a receiver,  
3390 trustee, or liquidator takes possession or control of all or substantially all of the property of Contractor, and  
3391 such possession or control continues in effect for a period of sixty (60) calendar days; or

3392 29.01.4 Contractor has defaulted, by failing or refusing to pay in a timely manner the  
3393 Administrative Charges and Penalties or other monies due City under this Agreement, and such default is  
3394 not cured within thirty (30) calendar days of receipt of written notice by City to do so, unless Contractor has  
3395 filed for judicial or administrative relief from such Administrative Charges or Penalties; or

3396 29.01.5 Contractor has defaulted by allowing any final judgment in an action to which  
3397 Contractor is a party for the payment of money owed to City to stand against it unsatisfied and such default  
3398 is not cured within thirty (30) calendar days of receipt of written notice by City to do so; or

3399 29.01.6 In the event that the monies due City is the subject of a judicial proceeding,  
3400 Contractor will not be in default if the sum of money is bonded. All bonds must be in the form acceptable to  
3401 the City Attorney; or

3402 29.01.7 Contractor has defaulted, by failing or refusing to perform or observe any of the  
3403 terms, conditions, or covenants in this Agreement, including, but not limited to, the maintenance of a  
3404 performance bond in accordance with Article 26, or any of the rules and regulations promulgated by City  
3405 pursuant thereto, or has wrongfully failed or refused to comply with the instructions of the Agreement  
3406 Administrator relative thereto, and such default is not cured within thirty (30) calendar days of receipt of  
3407 written notice by City to do so, or if by reason of the nature of such default, the same cannot be remedied  
3408 within thirty (30) calendar days following receipt by Contractor of written demand from City to do so,  
3409 Contractor fails to commence the remedy of such default within such thirty (30) calendar days following such  
3410 written notice or having so commenced fails thereafter to continue with diligence the curing thereof (with  
3411 Contractor having the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30)  
3412 calendar days, and (b) that it is proceeding with diligence to cure such default, and such default will be cured  
3413 within a reasonable period of time).

3414 29.02 Effective Date. In the event of any of the events specified above, and except as otherwise  
3415 provided in such subsections, or as provided in the event of any judicial order binding upon City, termination  
3416 will be effective upon the date specified in City's written notice to Contractor, and upon such date this  
3417 Agreement will be deemed immediately terminated and upon such termination, except for payment of services  
3418 rendered up to and including the date of termination, all liability of City under this Agreement to Contractor  
3419 will cease, and City will have the right to call the performance bond and will be free to negotiate with other  
3420 contractors for the operation of interim and long-term Collection Services. Contractor must reimburse City for



3455 **Article 31. Legal Representation**

3456 31.01 Acknowledgement. It is acknowledged that each party was, or had the opportunity to be,  
3457 represented by counsel in the preparation of, and contributed equally to the terms and conditions of, this  
3458 Agreement, and, accordingly, the rule that a contract will be interpreted strictly against the party preparing  
3459 the same will not apply, due to the joint contributions of both parties.

3460 **Article 32. Conflict of Interest**

3461 32.01 Financial Interest. Contractor is unaware of any City employee or official that has a financial  
3462 interest in Contractor's business. During the Term of this Agreement and/or as a result of being awarded this  
3463 Agreement, Contractor shall not offer, encourage, or accept any financial interest in Contractor's business by  
3464 any City employee or official.

3465 **Article 33. Contractor's Personnel**

3466 33.01 Personnel Requirements. Contractor shall assign only qualified personnel to perform all  
3467 services required under this Agreement and shall be responsible for ensuring its employees comply with this  
3468 Agreement and all Applicable Laws related to their employment and position. Contractor's employees,  
3469 officers, agents, and subcontractors shall not identify themselves or in any way represent themselves as  
3470 being employees or officials of City. City may request the transfer of any employee of Contractor who  
3471 materially violates any provision of this Agreement, or who is wanton, negligent, or discourteous in the  
3472 performance of their duties under this Agreement.

3473 33.02 Agreement Manager. Contractor shall designate a qualified employee to serve as its  
3474 Agreement Manager and must provide the name of that person in writing to City within thirty (30) days prior  
3475 to the Commencement Date of this Agreement, and annually by January 1<sup>st</sup> of each subsequent Calendar  
3476 Year of this Agreement, and any other time the person in that position changes. The Agreement Manager  
3477 must be available to the City through the use of telecommunications equipment at all times that Contractor is  
3478 providing Solid Waste Collection in the Service Area. The Contract Manager must provide City with an  
3479 emergency phone number where the Contract Manager can be reached outside of normal business hours.

3480 33.03 Service Supervisor. Contractor shall assign a qualified employee to serve as its Service  
3481 Supervisor, to be in charge of the Collection Service within the Service Area and must provide the name of  
3482 that person in writing to the Agreement Administrator on or before the Commencement Date, and thereafter  
3483 annually before January 1st of each subsequent Calendar Year of the Term, and any other time Contractor  
3484 changes the employee serving in that position changes. The Service Supervisor must be physically located  
3485 in the Service Area and available to the Agreement Administrator through the use of telecommunication  
3486 equipment at all times that Contractor is providing Solid Waste Collection. In the event the Service Supervisor  
3487 is unavailable due to illness or vacation, Contractor must designate a substitute acceptable to the City who  
3488 shall be available and shall have the authority to act in the same capacity as the Service Supervisor.

3489 33.04 Key Operations Staff. Contractor shall identify a full-time Key Operations Staff, consisting  
3490 at a minimum of: one (1) Operations Manager; one (1) Route Supervisor; one (1) Lead Mechanical



3527

### **Article 35. Independent Contractor**

3528           35.01     In the performance of services pursuant to this Agreement, Contractor is an independent  
3529 contractor and not an officer, agent, servant, or employee of City. Contractor will have exclusive control of  
3530 the details of the services and work performed, and over all persons performing such services and work.  
3531 Contractor is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and  
3532 subcontractors, if any. Neither Contractor nor its officers, employees, agents, contractors, or subcontractors  
3533 will obtain any right to retirement benefits, Workers Compensation benefits, or any other benefits which  
3534 accrued to City employees, and Contractor expressly waives any claim to such benefits.

3535           35.02     Subcontractors. Contractor will require all subcontractors performing work in the City to  
3536 enter into a contract containing the provisions set forth in the preceding subsection, in which contract the  
3537 subcontractor agrees that Contractor and subcontractor are independent contractors and have no other  
3538 agency relationship with City.

3539

### **Article 36. Laws to Govern**

3540           36.01     The laws of the State of California govern the rights, obligations, duties, and liabilities of  
3541 City and Contractor under this Agreement, and governs the interpretation of this Agreement.

3542

### **Article 37. Consent to Jurisdiction**

3543           37.01     The parties agree that any litigation between City and Contractor concerning or arising out  
3544 of this Contract must be filed and maintained exclusively in the Superior Courts of Contra Costa County, State  
3545 of California, or in the United States District Court for the Northern District of California to the fullest extent  
3546 permissible by law. Each party consents to service of process in any manner authorized by California law.

3547

### **Article 38. Assignment**

3548           38.01     No assignment of this Agreement or any right occurring under this Agreement may be  
3549 made in whole or in part by Contractor without the express prior written consent of the City. City may not  
3550 unreasonably withhold consent to any such proposed transfer or assignment. Any assignment of this  
3551 Agreement made by Contractor without the express written consent of the City will be null and void and will  
3552 be grounds for City to declare a default of this Agreement and immediately terminate this Agreement by giving  
3553 written notice to Contractor, and upon the date of such notice this Agreement will be deemed immediately  
3554 terminated, and upon such termination all liability of City under this Agreement to Contractor will cease, and  
3555 City will have the right to call the performance bond and will be free to negotiate with other contractors for the  
3556 services that are the subject of this Agreement. In the event of any assignment approved by City, the assignee  
3557 must fully assume all the liabilities of Contractor by way of an assignment and assumption agreement. The  
3558 sale, assignment, transfer, or other disposition, on a cumulative basis, of fifty percent (50%) or more of the  
3559 ownership interest in Contractor or twenty-five percent (25%) or more of the voting control of Contractor  
3560 (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall  
3561 constitute an assignment for purposes of this Agreement, requiring prior written consent of the City. Further,  
3562 the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger,



3598 specifically reference City for other purposes without the prior written consent of the Agreement Administrator.  
3599 This Article 41 does not apply to content, ideas, or concepts described in such materials and does not apply  
3600 to the format of such materials.

3601 **Article 42. Waiver**

3602 42.01 Waiver by City or Contractor of any breach for violation of any term, covenant, or condition  
3603 of this Agreement will not be deemed to be a waiver of any other term, covenant, or condition or any  
3604 subsequent breach for violation of the same or of any other term, covenant, or condition. The subsequent  
3605 acceptance by City of any fee, tax, or any other monies which may become due from Contractor to City will  
3606 not be deemed to be a waiver by City of any breach for violation of any term, covenant, or condition of this  
3607 Agreement.

3608 **Article 43. Prohibition Against Gifts**

3609 43.01 Contractor represents that Contractor is familiar with City's prohibition against the  
3610 acceptance of any gift by a City officer or designated employee. Contractor may not offer any City officer or  
3611 designated employee any gifts prohibited by the City.

3612 **Article 44. Point of Contact**

3613 44.01 The day-to-day dealings between Contractor and City will be between Contractor and the  
3614 Agreement Administrator.

3615 **Article 45. Notices**

3616 45.01 Except as provided in this Agreement, whenever either party desires to give notice to the  
3617 other, it must be given by written notice addressed to the party for whom it is intended, at the place last  
3618 specified, and to the place for giving of notice in compliance with the provisions of this Section. For the  
3619 present, the parties designate the following as the respective persons and places for giving of notice:

3620 As to the City:

3621 Shasa Curl, City Manager

3622 450 Civic Center Plaza, Suite 300

3623 Richmond, CA 94804

3624 As to the Contractor:

3625 Shawn Moburg, General Manager

3626 3260 Blume Dr, Suite ~~110~~ 115

3627 Richmond, CA 94806





3701

## **Article 50. Right to Require Performance**

3702           50.01     The failure of City at any time to require performance by Contractor of any provision of this  
3703 Agreement will in no way affect the right of City thereafter to enforce same. Nor will waiver by City of any  
3704 breach of any provision of this Agreement be taken or held to be a waiver of any succeeding breach of such  
3705 provision or as a waiver of any provision itself.

3706

## **Article 51. All Prior Agreements Superseded**

3707           51.01     This Agreement incorporates and includes all prior negotiations, correspondence,  
3708 conversations, agreements, and understandings applicable to the matters contained in this Agreement, and  
3709 the parties agree that there are no commitments, agreements, or understandings concerning the subject  
3710 matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation  
3711 from the terms of this Agreement will be predicated upon any prior representations or agreements, whether  
3712 oral or written.

3713

## **Article 52. Headings**

3714           52.01     Headings in this document are for convenience of reference only and are not to be  
3715 considered in any interpretation of this Agreement.

3716

## **Article 53. Exhibits**

3717           53.01     Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each  
3718 such Exhibit is a part of this Agreement, and each is incorporated by this reference. In the event of any  
3719 conflicts between this Agreement and the Exhibits, then this Agreement shall take priority.

3720

## **Article 54. Attorney's Fees**

3721           54.01     If litigation is brought by a party in connection with this Agreement, the prevailing party will  
3722 be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees,  
3723 incurred by the prevailing party in the exercise of any of its rights or remedies under this Agreement or the  
3724 enforcement of any of the terms, conditions, or provisions of this Agreement.

3725

## **Article 55. Commencement Date**

3726           55.01     This Agreement will become effective when it is properly executed by City and Contractor,  
3727 and Contractor will commence Solid Waste Collection under this Agreement as of July 1, 2025.

3728

3729 IN WITNESS WHEREOF, City and Contractor have executed this Agreement on the respective  
3730 date(s) below each signature.

3731 CITY OF Richmond

CONTRACTOR

3732 A Charter City  
3733 By: Shasa Curl  
041871240BD14EC...

Signed by:  
Shawn Moburg  
By: 8AE2F925D05D4AB...

3734 Shasa Curl

General Manager Shawn Moburg

3735  
3736 Title: City Manager

Richmond Sanitary Services, Inc  
DocuSigned by:  
By: Yasser Brenes  
Area President Yasser Brenes

3738  
3739 ATTEST: Ursula De loa  
DE73F2339944495...

Richmond Sanitary Services, Inc  
By: Shawn Moburg

3740 Deputy City Clerk City Clerk

3741 APPROVED AS TO FORM

Signed by:  
Shawn Moburg  
8AE2F925D05D4AB...

3742 City Attorney

Secretary

3743  
3744 By: DA For  
0E098C1E4C50485

3745 Dave Aleshire

3746

**Exhibit 1**

3747

Maximum Service Rates

3748



Facility Address	Garbage		Recyclable Materials		Mixed Organic Waste		Green Waste		Food Waste		Sludge		Special Waste	
	Qty	Size	Qty	Size	Qty	Size								
1900 Barrett Ave	1	2 CY	1	1 CY			1	65 gal						
601 Canal Blvd	1 1 1	5 CY 20 CY Roll off	1 10	5 CY 65 gal					1	1 CY	1 1	10 CY 14 CY	2	10 CY
3201 Leona Ave			9	65 gal										
3230 Macdonald Ave	1	3 CY	1	4 CY					2	65 gal				
6 13th St	2 1	3 CY 14 CY Roll off	1 3	4 CY 65 gal			2 1	4 CY 65 gal	1	2 CY				
1305 Macdonald Ave	1	7 CY	1	3 CY										
400 Nevin Ave	2	95 gal	2	65 gal			3	65 gal						
140 W Richmond Ave	1	2 CY	2	65 gal			1	65 gal						
900 Williams Dr	1	4 CY	1	2 CY					1	1 CY				
1065 7th St	1 1	2 CY 4 CY	1 2	4 CY 65 gal			3	65 gal						
325 Civic Center Plaza	1	5 CY	1	6 CY					2	65 gal				
326 27th St	1	2 CY	1	1 CY										
1131 Cutting Blvd	1	3 CY	1	3 CY			2	65 gal						
3530 Morningside Dr	1	2 CY	2	65 gal										
4100 Clinton Ave	1	3 CY	1	2 CY			4	65 gal						
598 Nevin Ave	1	4 CY	1	1 CY					1	1 CY				
3506 Cutting Blvd	2	2 CY	2	65 gal			4	65 gal						

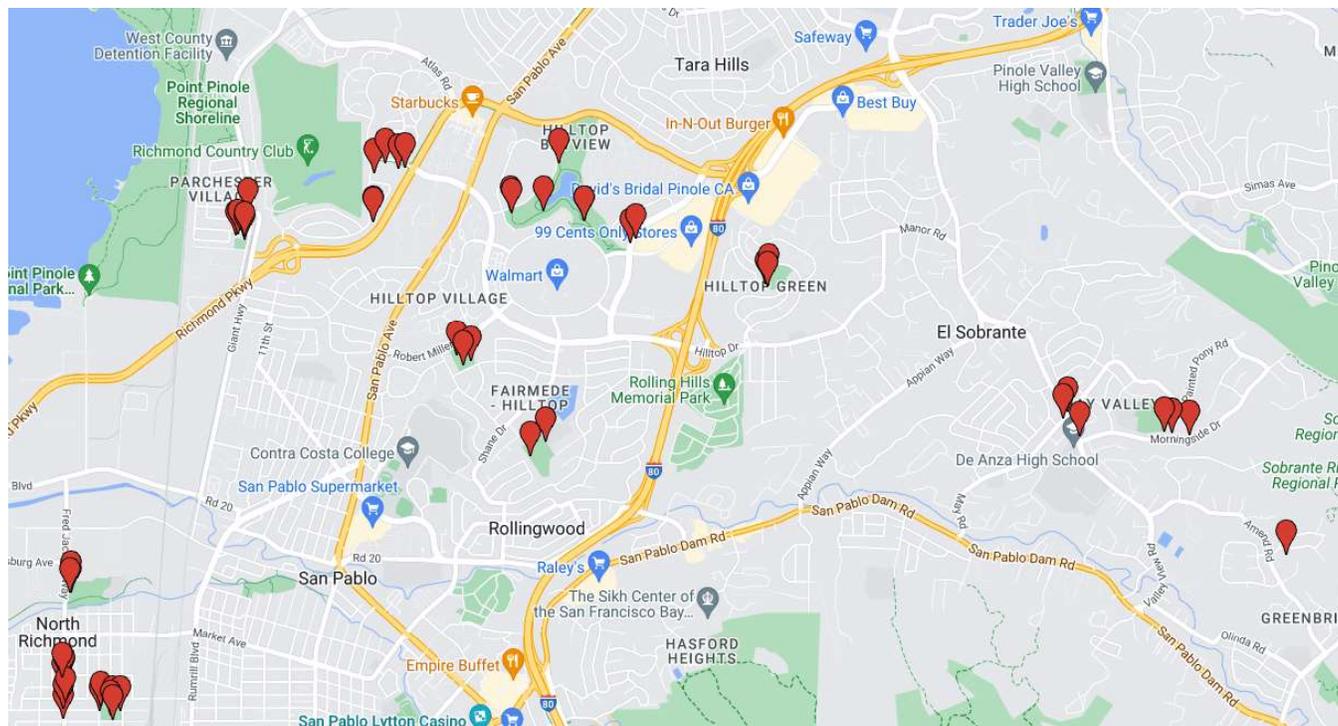
Facility Address	Garbage		Recyclable Materials		Mixed Organic Waste		Green Waste		Food Waste		Sludge		Special Waste	
	Qty	Size	Qty	Size	Qty	Size								
1410 Kelsey St	1	2 CY	1	2 CY					1	65 gal				
360 S 27th St	2	95 gal	2 1	65 gal 2 CY (wood )			2	65 gal						
960 S 47th St	1	6 CY												
1689 Regatta Blvd	1	4 CY	1	6 CY										
5100 Hartnett Ave	1	1 CY	3	65 gal			1	65 gal						
135 Washington Ave	1	1 CY	1	65 gal										
450 Civic Center Plaza	2	4 CY	2 16	4 CY 65 gal										
1411 Harbour Way S	1	95 gal	1	65 gal			1	65 gal						

3754  
3755

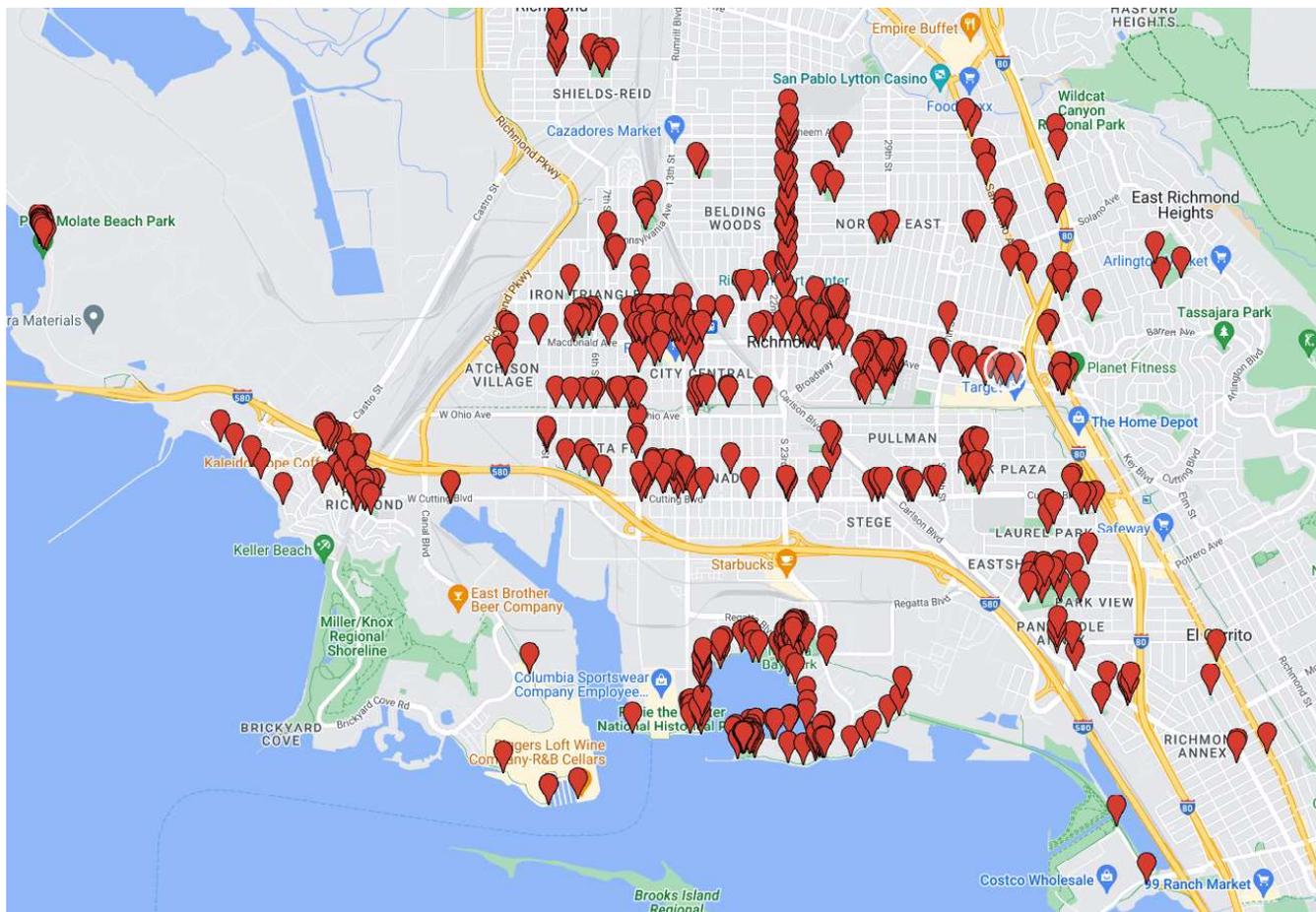
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3757  
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3761

### City and/or Transit Trashcans

The City of Richmond has 562 City-owned trashcans, which includes cans located within City parks. Below are two figures that give an overview of the data.



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3763



3764  
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3766

3767

3768

### **Exhibit 3**

## **Collection Container Specifications**

#### Cart Specifications.

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

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

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

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

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

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

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

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

### Bin Specifications.

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

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

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

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

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

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

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

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

### Roll-off Container Specifications.

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

### Kitchen Food Waste Pails

Contractor is responsible for the purchase and distribution of fully assembled and functional Kitchen Food Waste Pails to all SFD and MFD Dwelling Units in the Service Area, including all individual Dwelling Units within each MFD Service Unit, and including any new Dwelling Units that are added to Contractor's Service Area during the Term of this Agreement. The distribution

to new Dwelling Units must be completed within three (3) Workdays of receipt of notification from City or the Dwelling Unit. Contractor will also make Kitchen Food Waste Pails available at one or more annual Contractor-hosted events, such as a paper-shredding event or a HHW drop-off event, to make it easier for MFD Dwelling Units to learn about and acquire the pails. The services described in this paragraph are not effective until such time as the City and Contractor agree to a City-Directed Change per Section 30.01.

Containers End of Life

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

Containers Purchase

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

3769

## Exhibit 4 Transition Plan

3770  
3771

3772 Notification to all customers of the contract being awarded to Republic.  
3773  
3774 We will include language on future communications detailing any new and enhanced services.  
3775  
3776 Issue procurement fee and performance bond to city.  
3777  
3778 Establish weekly progress meetings with city staff to review implementation and required procurement of  
3779 new equipment.  
3780  
3781 Create, print, and distribute required new contract education and outreach materials.  
3782  
3783 Procure any other equipment associated with any optional services selected by the city.  
3784  
3785 Establish communication protocol for dispatching abandoned waste collections with city staff.  
3786  
3787 Review and update, if necessary, public receptacle and bus stop collection schedules.  
3788  
3789 Update hauler website with new agreement programs and services.  
3790  
3791 Action items prior to contract commencement are expected to be modified upon meetings with city staff.  
3792  
3793 Republic recognizes that commercial bins often exceed their useful life of a minimum 10 years and that  
3794 older bins with a prior paint scheme (white) may still exist at customer sites. Republic Services has been  
3795 aggressive at identifying containers in service that are brand and SB 1383 non-compliant (white) to  
3796 Republic Services' brand color (blue). Republic is committed to ensuring that a full-scale commercial  
3797 route review will be completed post-franchise agreement commencement date to identify any non-  
3798 compliant containers and remove and exchange from service by 12/31/2025  
3799  
3800 It is important to note all new commercial customers and bin exchanges receive brand and SB 1383  
3801 compliant bins.  
3802  
3803 Any commercial customers who do not already have recycling, organics, and/or a waiver will receive a  
3804 default 65-gallon organics cart. At commencement of the new agreement, these customers will receive  
3805 their default containers as they will be paying for the service under the new rate structure. Any customer  
3806 requiring service above the default cart size and frequency will be right-sized accordingly.  
3807  
3808 Republic Services will implement and distribute the following education and outreach materials currently  
3809 in practice today as well as required by the Draft Agreement:

- 3810       ▪ School education and outreach (annually, on or before September 30th)
- 3811       ▪ Recyclability of materials brochure (one-time, to all ratepayers)
- 3812       ▪ Acceptable/unacceptable organics brochure (one-time, to all ratepayers)
- 3813       ▪ Compliance notices (as needed and ongoing)
- 3814       ▪ Technical assistance site visits (at least 20 phone calls per month and 40 site visits across all  
3815 commercial customers. Each customer will be visited once every five years.)
- 3816       ▪ How-to posters (distributed during site visits)
- 3817       ▪ Public events and booths (on-call)
- 3818       ▪ Various outreach (on-call)

- 3819      ■ Local paper
- 3820      ■ News Websites
- 3821      ■ Social Media
- 3822      ■ HOAs
- 3823      ■ Civic Groups
- 3824      ■ Annual service brochure (annual to all ratepayers)
- 3825      ■ Quarterly newsletters (value added service offering by Republic Services)
- 3826      ■ City specific website (ongoing)
- 3827      ■ Acceptable materials labeling (upon distribution of new carts)
- 3828      ■ Additional programs and services (as agreed upon between Republic and city per Section 20.12 of the draft agreement)
- 3829
- 3830

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

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3832

### Exhibit 5

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### Administrative Charges and Penalties

3834

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

3835

3836

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

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

Item		Amount if Not Cured in 30 Days (unless otherwise specified)	If Cured
s.	Vehicle fluid leak incidents from Contractor Collection Vehicles in excess of three (3) during a quarter for the same vehicle.	\$500 per incident in excess of three (3)	
t.	Failure of Contractor to clean up spillage or litter caused by Contractor within ninety (90) minutes upon notice from the City, in excess of five (5) incidents during a calendar year.	\$100 per incident.	
u.	Failure of Contractor to provide proof of performance bond as required by this Agreement	Agreement Default	\$500 per day
v.	Failure of Contractor to provide proof of insurance as required by this Agreement	Agreement Default	\$500 per day
w.	Failure to provide City with documentation verifying Diversion, as outlined in Section 8.02, was achieved.	\$1,000 per Quarter.	Submit for approval to City and implement plan of correction within 30 days.
x.	Failure to Collect Holiday trees on Collection Days.	\$100 per day.	-0- if not cured in 7 days
y.	Failure to commence service to a new Service Recipient within seven (7) days after order.	\$150 per day.	-0- if not cured in 7 days
z.	Failure to initially respond to a Service Recipient complaint within one (1) Business Day.	\$50 per failure to resolve Customer compliant or request.	-0- if not cured in 7 days
aa.	Replacement fee when requesting a new set of keys to access City Service Unit sites.	\$500 per set of keys replaced, in addition to the cost of replacing the keys.	
bb.	Failure to pick up abandoned waste within twenty-four (24) hours upon request from the City.	\$500 per day per incident	-0- if not cured in 3 days

Item		Amount if Not Cured in 30 Days (unless otherwise specified)	If Cured
cc.	Failure to provide Roll-Off Containers or staff for a City of Richmond Neighborhood Clean-Up Event.	\$1,000 per site per event	
dd.	Failure to drop off a Container requested by the City in the timeframe requested, provided the City gives at least four (4) days advance notice.	\$100 per day.	-0- if not cured in 3 days
ee.	Failure to comply with any other provision in this Agreement	\$200 per incident	-0- if not cured in 30 days

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## Exhibit 6 Customer Service Plan

### 1. Overview

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

- After determining the customer need, the CSR inputs all required information into the customer's permanent file history and, if necessary, generate an on-line automated work order.
- If the inquiry is simply for information or clarification about Republic programs, the CSR will answer the question and close the file.
- If the request requires action on the part of Republic, a work order will be generated for the appropriate department to address, end the telephone call, and produce an online work order in InfoPro, that must be closed out within two (2) days.

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

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

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

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

### 2. Service Recipient Billing

Residential customers are billed quarterly, while Commercial and Industrial customers are billed monthly.

The initial step for the CSR is to confirm the customer's name, service address, and reason for inquiry. After listening to and stating the reason(s) for the customer call, the CSR can assist in addressing and

3872 resolving their needs. Common billing inquiries may include but are not limited to, requests for  
3873 cart/container size increase or decrease, service day increase or decrease changes, customer new starts,  
3874 or stopping service.

3875 When and if billing disputes arise, CSRs are trained to actively listen and understand the customer  
3876 concern, review the invoice, and investigate and gather supporting relevant information to successfully  
3877 resolve the customer's concern.

3878 In the spirit of a one-call resolution, the customer's concern is typically resolved at that time. If a situation  
3879 requires escalation to the Customer Service Manager, they will immediately and professionally attempt to  
3880 resolve the issue to the customer's satisfaction.

3881 **3. Technology Network**

3882 Our phone systems are modern and sufficient to handle all calls from the City of Richmond customers. As  
3883 the incumbent, our existing website will be updated to include all changes selected by the city.

3884 **4. Staffing Levels**

3885 There are approximately 7,152 service accounts in the City of Richmond service area. Our highly trained,  
3886 engaged, and dedicated CSR team ensures an excellent customer experience with limited average wait  
3887 time of only .19 second speed of telephone call answer (ASA)--below the national industry standard and  
3888 exemplifying our commitment to exceed customer expectations.

3889 **5. Payment Programs**

3890 Modern day customer service is about customer options and simple solutions. Newer generations expect  
3891 web-based and mobile app-based abilities to self-serve simple needs at any time of the day or night.  
3892 Certainly, more complex topics may still require person-to-person interaction, but a vast majority of  
3893 customer service contacts in this industry are topics that can be self-served. For this reason, Republic  
3894 Services has invested to create state-of-the-website and mobile app. Our customers now can reach us  
3895 24/7 via our website, [www.republicservices.com/municipality/wccc-ca.com](http://www.republicservices.com/municipality/wccc-ca.com), or via our Republic Services  
3896 mobile app. Our self-service options are designed to improve overall response time, enabling resolutions  
3897 to simple customer inquiries and needs anytime, anywhere with the least amount of customer  
3898 inconvenience as possible. Through our website and mobile app customers can:

- 3899     ▪ Pay their bill
- 3900     ▪ Schedule an extra pick up
- 3901     ▪ Discover new services
- 3902     ▪ Receive weather and holiday service updates
- 3903     ▪ Sign up for autopay and paperless billing
- 3904     ▪ Submit inquiries or complaints
- 3905     ▪ "Track My Truck" where customers can see where a truck is currently located on route.
- 3906     ▪ Service alerts to notify residents or businesses of changes or delays. Alerts such as blocked  
3907     containers will provide a notification with a photo uploaded to the app.

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## Exhibit 7 Collection Service Operations Plan

3910 Republic Services' continued growth and extensive experience in Collection programs and Diversion have  
3911 situated the company in a position to ensure that necessary resources will be available during the transition  
3912 period and contract term.

3913  
3914 **1. Vehicles**

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3916 New ASL EV Collection vehicles are on order to service the City in preparation for a contract award.  
3917 Republic Services will utilize uniquely numbered, new model year 2025 vehicles with a useful life  
3918 expectancy of fifteen (15) years. This will include:  
3919

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

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### Collection Vehicles

Industrial											
Truck #	TYPE	YEAR	Estimated Useful Life	FUEL	Make/Model	Size	Axles	GVWR	Turning Radius	Decibels	Maximum Load Capacity
3430	Roll-Off	2020	8	Renewable	PETERBILT	N/A	3	55000	42' at 90 deg	85-95 db	10 Tons
3431	Roll-Off	2021	9	Renewable	PETERBILT	N/A	3	55000	42' at 90 deg	85-95 db	10 Tons
3432	Roll-Off	2021	9	Renewable	PETERBILT	N/A	3	55000	42' at 90 deg	85-95 db	10 Tons
3433	Roll-Off	2022	10	Renewable	PETERBILT	N/A	3	55000	42' at 90 deg	85-95 db	10 Tons
Commercial											
TRUCK	TYPE	YEAR	Estimated Useful Life	FUEL	Make/Model	Size	Axles	GVWR	Turning Radius	Decibels	Maximum Load Capacity
1220	FL	2018	6	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95 db	11 Tons
1221	FL	2018	6	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95 db	11 Tons
1221	FL	2020	8	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95 db	11 Tons
1222	FL	2020	8	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95 db	11 Tons
1223	FL	2022	10	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95 db	11 Tons
1224	FL	2019	7	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95 db	11 Tons
1225	FL	2019	7	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95 db	11 Tons
Residential											
TRUCK	TYPE	YEAR	Estimated Useful Life	FUEL	Make/Model	Size	Axles	GVWR	Turning Radius	Decibels	Maximum Load Capacity
2190	ASL	2020	8	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2191	ASL	2020	8	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2192	ASL	2020	8	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2193	ASL	2021	9	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2194	ASL	2021	9	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2195	ASL	2021	9	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2196	ASL	2021	9	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2197	ASL	2021	9	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2198	ASL	2021	9	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2199	ASL	2023	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2400	ASL	2023	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2401	ASL	2023	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2402	ASL	2023	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2403	ASL	2023	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons

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

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a) Vehicle Specifications:

The requested vehicle specifications are identified below.

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

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

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

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d) Vehicle Maintenance Program: Republic's fleet of vehicles undergoes the most extensive preventive maintenance procedures in the industry, which leads to a safer, more efficient, and environmentally sound collection process. Company vehicles undergo rigorous preventive maintenance procedures and comprehensive pre- and post-trip inspections which exceed industry standards to ensure the highest level of performance and safety while on route and minimal downtime.

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e) Vehicle Maintenance Schedule: Republic's reporting system for tracking vehicle maintenance, vehicle performance, and adherence to company policies relative to such is called Dossier, which enables Republic to produce weekly reports that are used by the Fleet Maintenance Manager to monitor performance and take appropriate action steps when

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necessary to enforce compliance with Company policy and procedure. Some of the maintenance-related reports the Dossier system produces, and which are also covered in weekly maintenance and operations meetings are:

- Maintenance Cost per Vehicle Report (with high-cost trucks noted)
- Road Call Report
- Towing Report
- Drive Compliance and Error Report
- Mechanic Productivity Report
- Fuel and Meter Report
- System Code Spreadsheet Report
- Preventive Maintenance (PM) Report (with overdue PM sub-report)

**2. Containers**

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

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

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- b. Bin Enclosures and Limited Space: During the assessment, we will identify bin locations and access paths that allow for safe, convenient service. Right-sizing service levels can increase waste diversion, improve collection productivity, and lead to reduced costs for customers.
- c. Container Appearance: Republic takes pride in the appearance of its equipment. The condition of all containers is audited annually, on a rolling basis, and scheduled for replacement as needed. Containers that require repairs or maintenance will be delivered to Republic's local container repair facility in Richmond.
- d. Container Durability: The containers listed above are suitable for all customers. In the event of a customer's space limitations, we can provide and have demonstrated the ability to offer optional services to meet the customer's needs.
- 1) Automated Carts: A weekly Bundled SFD Solid Waste Collection Service system with one (1) 20,32,65,95-Gallon Black Garbage Cart, one (1) 65-Gallon Blue Recyclable Materials Cart, and one (1) 65-Gallon Green Organic Waste Cart as part of the base SFD Solid Waste Collection Service. Customers shall receive additional Recyclable Materials Carts and additional Organic Waste Carts to be included at no additional cost if requested. Carts with a capacity of 20-Gallon, 64-Gallon or 96-Gallon may be requested by Customers that can demonstrate that they (a) have cart storage space constraints and (b) do not generate sufficient quantities of a waste stream type to justify the larger size of cart.
  - 2) Commercial Bins: Republic Services will assist commercial and multi-family customers in achieving compliance with existing and new regulations through personalized outreach and recycling technical assistance to optimize recycling and organic service levels. This includes the continued implementation of a properly signed and colored three-container

4001 system. Please refer to *the Education and Outreach section* for information pertaining to  
4002 education and outreach efforts, both during transition, and ongoing.  
4003

4004 As the incumbent, Republic Services will continue to offer solid waste, recycling, and organic collection  
4005 services with a variety of collection container sizes and service frequencies to meet single-family, multi-  
4006 family and commercial community needs, up to six days per week. Collections will be conducted in the  
4007 following container sizes: 32-, 64 and 96-gallon carts; 1- to 7- yard front load bins; 1–2-yard rear load  
4008 bins: for recyclable materials, MSW, and green/food waste organics.  
4009

4010 Being the incumbent in Richmond we have already implemented SB 1383 compliant programs which  
4011 make our evaluation process immensely easier to accommodate each property with the proper size  
4012 containers and ensure that each customer maximizes the City's participation goals.  
4013

4014 **3. Route Operations:** Successful collection operations begin with a skillful operations supervisor  
4015 who knows the business as well as your community. Your Republic Services local operations  
4016 manager is responsible for the day-to-day collection operations, including development and  
4017 evaluation of routing (in conjunction with the general manager), training and oversight of drivers,  
4018 and implementation and enforcement of safety procedures.  
4019

4020 a) Advantages to Collection Vehicles Chosen: All collection vehicles are in compliance with  
4021 CARB's low carbon alternative fuel regulations (see appendix). Consistently well-maintained  
4022 collection vehicles greatly cut emissions (and noise), and optimized routes reduce vehicle  
4023 miles traveled and street wear and tear. Republic has partnered with its equipment  
4024 manufacturers to design vehicles that have increased carrying capacity, which minimizes  
4025 trips to the transfer station, reducing vehicle miles traveled.

4026 b) Driver Responsibilities: To ensure extreme reliability and a consistently high level of customer  
4027 service, Republic Services has a quality control program called Driver Service Management  
4028 (DSM). DSM includes an extensive driver-lead reporting process, accompanied by regular  
4029 auditing, that is focused on safeguarding against procedural failures. DSM standards  
4030 guarantee that all driver issues will be addressed and completely resolved by supervisors or  
4031 management within seven days of discovery.

4032 c) Anticipated Driver Productivity: During collection activities, drivers are instructed to make  
4033 notes on their RISE tablets throughout the day. The objective of the post-route briefing is to  
4034 collect all valuable route information from each driver to ensure operations will receive issues  
4035 such as poorly sequenced routes; sales will receive items such as commercial overage  
4036 issues; safety will receive information pertaining low hanging wires or dangerous dumpster  
4037 locations; and maintenance will be forwarded issues such as repair and replacement needs.  
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4040 Richmond

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

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

e) Driver Contamination Monitoring: For recycling and organic waste setouts, Republic drivers perform a periodic visual contamination check of the cart contents.

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

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

**Production Reports**

This module includes:

- Route Analysis
- Route Downtime Analysis
- Customer Service History
- Daily Operating Summary
- Daily Fuel Report
- Daily Disposal Report
- Disposal Exception Report
- Daily Truck / Employee Replacement Report
- Customer Service Report
- Blocked / No Service Report

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

- 4083 1) Route Maps: The RISE platform was built for Republic Service employees by Republic
- 4084 Service employees. The RISE platform consists of three components:
- 4085 2) ▪ RISE Portal
- 4086 3) ▪ RISE Map
- 4087 4) RISE Tablet
- 4088

4089 The heart of the platform is the RISE Portal and the RISE Map, the portal and map feature an intuitive  
4090 structure that allows users to easily assign routes, view maps, and quickly identify assets and facilities.

4091  
4092 **The RISE Map:** quickly allows new or substitute drivers to visually understand the assigned work through  
4093 the visual representation of the proximity between customers and disposal sites. This benefit helps  
4094 eliminate unproductive time and total miles traveled, limiting impacts on the city roads and emissions.

4095  
4096 **RISE tablet:** Republic Services rolled out RISE tablets to our industrial drivers starting in 2020 and to our  
4097 commercial drivers in 2021/2022. The RISE tablets provide our drivers with an electronic route sheet with  
4098 turn-by-turn directions to ensure the most efficient route. The navigation software uses real-time traffic  
4099 conditions to avoid delays and incorporate safety mechanisms that record the truck's height, weight, and  
4100 length to ensure overpasses and bridges can support our vehicles

- 4101
- 4102 1) At least once annually, beginning in 2025, Contractor or its approved designee shall
- 4103 conduct a Route Review for each Hauler Route. The number of Containers to review per
- 4104 Hauler Route shall be calculated on the basis of the number of Garbage accounts
- 4105 provided service by a specific Hauler Route for one week. For example, "Route A"
- 4106 collects Garbage from 250 accounts, 4 days per week, for a total of 1,000 accounts per
- 4107 week; include a minimum of 25 accounts for Route Review of "Route A". For each Route
- 4108 Review of a Hauler Route, Contractor shall inspect at least the following minimum
- 4109 number of Containers but may inspect more if Contractor deems necessary; and shall
- 4110 inspect all Containers placed for Collection (including Recyclable Materials Containers,
- 4111 Organic Waste Containers, and Garbage Containers). Each inspection shall involve lifting
- 4112 the Container lid and observing the contents but shall not require Contractor to disturb
- 4113 the contents or open any bags. Contractor may select the Containers to be inspected at
- 4114 random, or (if mutually agreed with City) by any other method not prohibited under the SB
- 4115 1383 Regulations. For the avoidance of doubt, Contractor shall not be required to
- 4116 annually inspect every Container on a Hauler Route. Contractor shall include the results
- 4117 of each Route Review in its next regularly scheduled report to City.
- 4118 2) Route Audit Team Training: As the incumbent we already perform annual route audits on
- 4119 all collection routes where we sample an appropriate number of collection containers.
- 4120 These annual route audits are supplemented by our sustainability advisors performing
- 4121 more exhaustive audits of our commercial and industrial containers.
- 4122

4123 **4. Safety**

- 4124
- 4125 a. **Staffing Safety Requirements:** Republic Services has an industry leading safety record that
- 4126 has been 38% better than the industry average for the past ten years, based on OSHA data.
- 4127 In addition, we have been recipients of 72% of the industry's Driver and Operator of the Year
- 4128 awards since 2009.
- 4129 b. Republic Services maintains strict compliance with all applicable DOT (includes physical,
- 4130 drug, and alcohol testing), OSHA, federal, state and local safety requirements while
- 4131 performing all work-related functions.
- 4132 c. We recognize that a safe workforce is not simply a discussion with a new hire, but a
- 4133 dedicated plan to review, educate and verify employee practices constantly. .
- 4134 d. Two of Republic Services' ambitious sustainability goals are tied to specific safety metrics.
- 4135 These include reducing our Occupational Safety and Health Administration Total Recordable
- 4136 Incident Rate to 2.0 or less and

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- 1) **Training:** Republic Services has the lowest occurrence of incidents and crashes in the industry due to our company-wide emphasis on safety, extensive employee training and ongoing educational development programs. Republic Services requires all operations personnel to participate in extensive classroom training and testing, as well as on-road auditing and policy reinforcement.
- 2) **Personal Protective Equipment:** Republic Services is committed to providing the safest collection and disposal processes possible. We recognize that effective management of worker safety and health protection is a decisive factor in reducing the extent, severity, and cost of work-related injuries and illnesses. Eye, face, head, hand, and high visibility PPE is required to be worn when applicable.

5. **Reporting**

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

**Exhibit 8**

**Processing and Disposal Facilities**

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- Permit Status: Current\*\*

- T▪ Permitted Capacity: 1,200 tons per day

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

**Household Hazardous Waste Facility**

- Address: 101 Pittsburg Ave. Richmond, CA 94801 **Processing and Disposal Facilities**

**West County Resource Recovery – Recycling Center**

- Address: 101 Pittsburg Ave. Richmond, CA 94801

- Owner/ Operator: Republic Services

- Owner/ Operator: Republic Services

- Permit Status: Current\*\*

Permitted Capacity: no tons per day limit

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

**Golden Bear Transfer Station**

- Address: 1 Parr Blvd, Richmond, CA

- Owner/ Operator: Republic Services

- Permit Status: Current\*\*

- Permitted Capacity:

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

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

- SWFP Trips: 1,706 vehicle trips per day

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

**West Contra Costa Sanitary Landfill Organics Material Processing Facility**

- Address: 1 Parr Blvd, Richmond, CA

- Owner/ Operator: Republic Services

4201           ▪ Permit Status: In Review\*\*

4202           ▪ Permitted Capacity:

4203           – SWFP Tonnage: 1,134 tons/day maximum

4204           – BAAQMD Permit Tonnage: 130,000 tons across any consecutive 12-month period

4205           WCCSL's 2017 CASP upgrade processes 325 tons of organics daily, achieving 50% faster  
4206 composting, 25% water reduction, and 95% lower emissions compared to the old system.

4207           **West Contra Costa Sanitary Construction and Demolition Recycling Facility**

4208           ▪ • Address: 1 Parr Blvd, Richmond, CA

4209           ▪ Owner/ Operator: Republic Services

4210           ▪ Permit Status: In Process\*\*

4211           ▪ Permitted Capacity:

4212           – SWFP Tonnage: 196 tons/day or 51,000 tons/year

4213           – **BAAQMD Tonnage**

4214           ♦ Concrete: 30,000 tons across any consecutive 12-month period

4215           ♦ Wood: 19,000 tons across any consecutive 12-month period

4216           The C&D facility accepts concrete, dirt, clean wood, and mixed C&D debris for recovery. On average, the  
4217 facility processes approximately 27 tons of material per day.

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## Exhibit 9 Sustainability and Compliance Plan

4222 **1. The Approach to Programs and Facility Requirements Meeting Diversion Requirements**

4223  
4224 **Diversion Programs**

4225  
4226 **SFD**

4227 Republic Services shall continue to offer the following collection programs to Single Family Dwellings,  
4228 Multi-Family Dwellings, commercial, and industrial customers.

- 4229 ▪ Green Container for Commingled Organic Waste
- 4230     Only food waste, yard waste, green waste, and food-soiled paper allowed in each container.
- 4231 ▪ Blue Container for Recyclables
- 4232     Traditional recyclables, such as bottles, cans, plastics, and organic waste such as paper and cardboard
- 4233 ▪ Black Container for Non-Organic Waste
- 4234     Items destined for a landfill that cannot be recycled or composted (including animal waste)

4235  
4236 **MFD & Commercial Diversion Programs**

4237 Republic Services offers a wide range of recycling program container sizes, frequencies, and  
4238 opportunities for reduced MSW collections from customers' current service levels:

- 4239 ▪ Website availability of diversion requirements
- 4240     Tips to becoming a better recycler.
- 4241     Recycling insights and information
- 4242     (PBS) Where does your recycling go?
- 4243     Recycling Simplified
- 4244 ▪ Sustainability program leader initiative
- 4245 ▪ MFD service guides
- 4246 ▪ MFD brochures
- 4247 ▪ MFD toolkit
- 4248 ▪ Posters, guides, stickers, bin labeling – Sustainability Advisors shall provide this material during initial
- 4249 site visit and as needed in the future.
- 4250 ▪ Waste presentations and trainings – Sustainability Advisors will provide waste trainings to staff,
- 4251 managers, janitors, etc. to encourage proper sorting and program participation.

4252  
4253 Republic intends to be a fully active and committed partner to educate the customer base, enrolling them  
4254 in required recycling programs, and shifting away from the voluntary mindset to comply with the law. To  
4255 achieve this, it is recommended that the city establish a mandatory participation ordinance with  
4256 enforceable actions to ensure joint success.

4257  
4258 **Bulky Waste Diversion Program: Should the City consider including this option.**

4259 Republic Services can provide a wide range of bulky waste diversion programs and information such as:

- 4260 ▪ On-call curbside household bulky items & electronic waste pickup
- 4261 ▪ Mattresses
- 4262 ▪ TVs
- 4263 ▪ White goods (refrigerators, washers, dryers, household appliances)

4264  
4265 We utilize two of our facilities: the Household Hazardous Waste Facility to divert mattresses, box springs,  
4266 and futons and the Golden Bear Transfer Station to divert materials such as metals, white goods,  
4267 mattresses, tires, electronics, and carpet.

4268  
4269 **C&D Waste Diversion Program**

4270 For construction and demolition projects, services will be performed in a manner that complies with  
4271 CalGreen requirements, which currently includes a 65% minimum diversion rate stipulation at all covered  
4272 projects.

4273

4274 **2. Contamination Minimization**

4275  
4276 RSS proposed contamination program to the City of Richmond:

4277  
4278 **Three-Month Contamination Education Period.** For the first Three -months following commencement  
4279 of this Agreement, all service recipients will be provided educational materials and instructions on  
4280 methods to properly source separate generated materials within the appropriate collection containers and  
4281 prevent contamination for a particular Container (i.e., Recyclable Materials or Organic Waste). During this  
4282 three -month contamination education period Contractor must Collect the contaminated Container (as the  
4283 container's intended commodity) and must affix to the contaminated Container a Contamination Violation  
4284 Notice which contains instructions on the proper procedures for sorting Recyclable Materials or Organic  
4285 Waste, and must notify the Service Recipient by phone, U.S. mail, email, or in person (which may be a  
4286 Container tag that meets SB 1383 requirements), that any subsequent incidents of excess contamination  
4287 following this three-month contamination education period, the Service Recipient may be charged a  
4288 contamination fee for the contaminated Container, and Contractor may increase the Collection Container  
4289 size, or require an additional Collection Container. Contractor's representative must also contact the  
4290 Service Recipient by phone, U.S. mail, email, or in person (which may be a Container tag that meets SB  
4291 1383 requirements) to ensure that they have the appropriate level of service for proper Collection of  
4292 Recyclable Materials and/or Organic Waste. Contractor must also document the contamination issue and  
4293 provide digital/visual documentation to the Service Recipient that clearly documents the Service  
4294 Recipient's on-going contamination problems. For each new service account that is created during the  
4295 term of this Agreement, that service recipient will also be given a three-month contamination education  
4296 period prior to the assessment of a contamination fee for the contaminated Container. The procedures for  
4297 such contamination education period associated with the establishment of a new service account will  
4298 follow those previously described in this section during the first three-months of this contract's  
4299 commencement.

4300  
4301 **Occurrences After the Three-Month Contamination Education Period.** Upon conclusion of the three-  
4302 month contamination education period of contamination for a particular Container (i.e., Recyclable  
4303 Materials or Organic Waste), Contractor must Collect the contaminated Container (as the Container's  
4304 intended commodity) and must charge the Service Recipient a contamination fee. Contractor must  
4305 continue providing the Recyclable Materials or Organic Waste Collection Services. Contractor must  
4306 provide (or have provided) digital/photographic documentation to the Service Recipient that clearly  
4307 documents the Service Recipient's on-going contamination problems and written Notices of  
4308 contamination as described above. Contractor may increase the Container size or Collection frequency  
4309 and impose a contamination surcharge on the account for a period of six months or until the Service  
4310 Recipient has demonstrated no contamination for a period of three consecutive months. Contractor must  
4311 document contamination issue and surcharge and notify City within five (5) Business Days if Contractor  
4312 increases the Container size or Collection frequency for excessive contamination or imposes the  
4313 contamination surcharge on the account. City will consult with Contractor and consider and pursue, as  
4314 applicable, appropriate legal remedies against offending Service Recipients to secure discontinuance of  
4315 the contamination.

4316  
4317 **Tracking Occurrences of Contamination.** Each Contamination occurrence is tracked annually per  
4318 Calendar Year. Where contamination is occurring, and occurrences are consecutive and unremedied,  
4319 their count shall continue across Calendar Years until remedy occurs.

4320  
4321 **Disputes Over Excess Contamination Charges.** If Service Recipient disputes a contamination charge  
4322 (which must be within thirty (30) days of them being assessed), Contractor will temporarily halt any  
4323 contamination charge and/or increased Maximum Service Rate resulting from increasing the Collection  
4324 Container size, or Collection frequency, and Contractor may request a ruling by the City Manager to  
4325 resolve the dispute. During the pendency of any request, Contractor may restore Container size or  
4326 number, or Collection frequency to the prior levels. A request by Contractor to the City Manager to rule on  
4327 any such dispute must be filed within ten (10) Business Days of Contractor's halting of contamination  
4328 charge, or increased Maximum Rate, and must include written documentation and digital/visual evidence  
4329 of ongoing overall problems. The City Manager may request a meeting (in person or phone) with both the

4330 Service Recipient and Contractor to resolve the dispute. Following such a meeting, the City Manager will  
 4331 rule on the dispute within ten (10) Business Days, and the City Manager’s decision on resolving the  
 4332 dispute between Contractor and Service Recipient will be final. If the City Manager rules in favor of the  
 4333 Service Recipient, Contractor will credit the disputed contamination charges or increased Maximum  
 4334 Service Rate. If the City Manager rules in favor of Contractor, Contractor may charge Service Recipient  
 4335 the prior halted contamination charge and/or increased Maximum Service Rate resulting from increasing  
 4336 the Collection Container size or Collection frequency and may follow the steps for collection of delinquent  
 4337 accounts.  
 4338

4339 **3. Overage**

4340  
 4341 RSS proposed Overage program to the City of Richmond  
 4342

4343 **Overage and Correction Procedures.** Contractor shall provide the Service Recipients the correct  
 4344 combination of Collection Containers and Collection frequency that matches each Service Recipient’s  
 4345 unique service needs to enable clean, efficient, and cost-effective Collection of Solid Waste, Recyclable  
 4346 Materials, and Organic Waste. City and Contractor agree that overflow of Solid Waste that is not properly  
 4347 in the Service Recipient’s Solid Waste Collection Containers negatively impacts public health and safety.  
 4348 Contractor has also agreed to conduct Recycling audits and provide outreach and support to Service  
 4349 Recipient accounts receiving the correct service level. However, if Service Recipients are recovered to  
 4350 habitually overflow their Solid Waste Collection Containers (i.e., lid will not close, and/or material not  
 4351 contained within Container), Contractor may take the steps listed below to correct Service Recipient’s on-  
 4352 going overflow of Solid Waste.  
 4353

4354 **Prior Arrangements for Collection.** If the Service Recipient has made prior arrangements with  
 4355 Contractor for Collection of Solid Waste Overages, Contractor must Collect such Overages as arranged  
 4356 and may charge the Service Recipient the Solid Waste Overage fee (prior arrangement).  
 4357

4358 **No Prior Arrangements.** If the Service Recipient has not made prior arrangements with Contractor for  
 4359 Collection of Solid Waste Overage, (i) Contractor may Collect such Solid Waste Overage at no additional  
 4360 charge as a courtesy, (ii) Contractor may not Collect the Solid Waste Overage and leave a Non-Collection  
 4361 Notice explaining the reason for non-collection of the Solid Waste Overage, (iii) Contractor may Collect  
 4362 the Solid Waste Overage (up to two lifts) and charge the Service Recipient the Solid Waste Overage fee  
 4363 (no prior arrangement) or increase the capacity or frequency of Collection of the existing Collection  
 4364 Container(s) to match documented service needs as provided below. In managing Solid Waste Overages,  
 4365 the following apply:  
 4366

4367 **SFD Service Recipients – Each Occurrence.** For each occurrence Contractor will not Collect the Solid  
 4368 Waste Overage because the Collection Container could not be serviced by normal operating procedures  
 4369 or cause spillage upon servicing, Contractor must provide written notice via email, U.S. mail, or in person  
 4370 (which may be by Non-Collection Notice) to the Service Recipient with the date, description, and  
 4371 photograph of the Solid Waste Overage. Contractor’s Non-Collection Notice for SFD Service Recipients  
 4372 shall also contain instructions on (a) how to schedule a Bulky Waste Collection or (b) request an  
 4373 additional Collection Container to eliminate future Overages. For each occurrence Contractor charges a  
 4374 Service Recipient the Solid Waste Overage fee (no prior arrangement). Contractor will document the  
 4375 physical condition of the Collection Container and associated Overage with one or more photographs and  
 4376 retain this documentation for the period of at least one year.  
 4377

4378 **Commercial and MFD Service Recipients – Each Occurrence.** Contractor must provide a written  
 4379 notice on the Container and may provide a copy of the notice via email, U.S. mail, or in person (which  
 4380 may be by Non-Collection Notice) to the Service Recipient with the date, description, and photograph of  
 4381 the Solid Waste Overage. Contractor’s Non-Collection Notice for MFD Service Recipients shall also  
 4382 contain instructions on (a) how to schedule a Bulky Waste Collection or (b) request an additional  
 4383 Collection Container to eliminate future Overage. Contractor may Collect the Solid Waste Overage and  
 4384 may charge the Service Recipient a Solid Waste Overage fee and increase the capacity or Collection  
 4385 frequency of the Collection Container to match documented service needs. At least ten (10) Business

4386 Days prior to increasing the Collection Container size or frequency of Collection, Contractor's  
4387 representative must also contact the Service Recipient by phone, U.S. mail, email, or in person (which  
4388 may be by Non-Collection Notice) to ensure that Service Recipient has the appropriate level of service.  
4389 Contractor must document Overage issue and notify City within ten (10) Business Days of any changes in  
4390 Service Recipient's Collection Container size or Collection frequency. The increased capacity or  
4391 Collection frequency will remain in effect until Contractor determines that it is no longer needed to prevent  
4392 Overages, which may be longer than the one Calendar Year stated above. Such determination will be in  
4393 Contractor's sole but reasonable discretion and will be subject to the dispute resolution procedure set  
4394 forth below. City will consider, and pursue as applicable, appropriate legal remedies against offending  
4395 Service Recipients in order to secure discontinuance of the Overages.  
4396

4397 **Tracking Occurrences of Solid Waste Overage.** after twelve (12) months have passed from the last  
4398 applicable Solid Waste Overage occurrence, the next Solid Waste Overage occurrence will be deemed a  
4399 first Solid Waste Overage occurrence.  
4400

4401 **Disputes Over Container Overflow Charges.** If Service Recipient disputes a Solid Waste Overage  
4402 charge or Container size or Collection frequency change within 30 days of the disputed action, Contractor  
4403 must temporarily halt Solid Waste Overage charge and/or increased Maximum Service Rate resulting  
4404 from increasing the Collection Container size or Collection frequency, and Contractor may request a  
4405 ruling by the City Manager to resolve the dispute. During the pendency of any request, Contractor may  
4406 restore Container size or number, or Collection frequency, to the prior levels. A request by Contractor to  
4407 the City Manager to rule on any such dispute must be filed within ten (10) Business Days of Contractor's  
4408 halting of Solid Waste Overage charge, or increased Maximum Rate, and must include written  
4409 documentation and digital/visual evidence of ongoing overall problems. The City Manager may request a  
4410 meeting (in person or phone) with both the Service Recipient and Contractor to resolve the dispute.  
4411 Following such a meeting, the City Manager will rule on the dispute within ten (10) Business Days, and  
4412 the City Manager's decision on resolving the dispute between Contractor and Service Recipient will be  
4413 final. If the City Manager rules in favor of the Service Recipient, Contractor must credit the disputed  
4414 charge or increased Maximum Service Rate. If the City Manager rules in favor of Contractor, Contractor  
4415 may charge Service Recipient the prior halted Solid Waste Overage charge and/or increased Maximum  
4416 Service Rate resulting from increasing the Solid Waste Collection Container size or Collection frequency  
4417 and may follow the steps for collection of delinquent accounts.  
4418

4419 **Notifying City of Habitual Overflow.** Contractor shall notify the City regarding Commercial and MFD  
4420 Customers that habitually overflow their Containers, where habitual overflow is defined as three (3) or  
4421 more instances per Quarter, so that the City can take appropriate action with such Customers to secure  
4422 discontinuance of the Overages.  
4423

4424 **4. Air Emission Reduction**

4425 All collection vehicles are in compliance with CARB's low carbon alternative fuel regulations. Consistently  
4426 well-maintained collection vehicles greatly cut emissions (and noise).  
4427

4428 **5. Reducing Wear and Tear on City Streets**

4429 Optimized routes reduce vehicle miles traveled and street wear and tear. Republic has partnered with its  
4430 equipment manufacturers to design vehicles that have increased carrying capacity, which minimizes trips  
4431 to the transfer station, reducing vehicle miles traveled.  
4432

4433 **6. Environmental Stewardship**

4434  
4435 We use renewable fuel vehicles for all collection activities.  
4436 Recycled Products – Operations  
4437 Vehicle fluids recycling  
4438 We recycle all capturable vehicle fluids through a local vendor allowing for circularity of any necessary  
4439 hydrocarbon fluids.  
4440  
4441

- 4442 Maintenance core returns
- 4443 Most parts used within our trucks use “cores” which can be refurbished and reused within a future remanufactured part.
- 4444
- 4445 Use of local parts vendors to reduce GHG emissions
- 4446 To maintain our fleet in the most efficient manner and support the local vendor network we
- 4447 primarily source our parts from local vendors which has a beneficial effect of reducing GHG emissions
- 4448 from shipping parts over long distances.
- 4449 Metal recycling
- 4450 We take every opportunity to recycle metals within our maintenance processes to avoid wasteful
- 4451 introduction of primary metals and recover some of our cost of purchase, thereby reducing rates to
- 4452 service recipients.
- 4453 Tire recycling, all tires that are worn to the point of being removed from service or irreparably damaged
- 4454 are diverted from landfills via partnering with our tire partner.
- 4455
- 4456 a. Water and Power Conservation /Waste Reduction and Reuse
- 4457 b. 3 stream system set up in breakrooms to capture all food waste, recycling, and trash
- 4458 c. ▪ Each desk area has recycling baskets
- 4459 d. ▪ Recycling baskets are readily available at all printer stations around the office.
- 4460 e. ▪ Nearly all employees have their own reusable water bottle.
- 4461 f. ▪ Kitchen is stocked with re-usable cups, plates, and utensils to minimize single use waste
- 4462 g. ▪ E-waste (laptops, cell phones, keyboards, printer ink) is returned to IT for recycling o
- 4463 h. internal reuse
- 4464 i. ▪ Batteries and other HHW are collected and dropped off to the HHW facility in Richmond
- 4465 j. ▪ Electricity is reduced after hours and weekends
- 4466 k. ▪ Upgraded water system – integrated filtration system that eliminates the need for single use
- 4467 l. plastic water bottles and water jugs
- 4468 m. Our office fosters a culture of sustainability through a comprehensive waste reduction and
- 4469 n. recycling program. Breakrooms boast a 3-stream system for food scraps, recyclables, and
- 4470 o. general trash, while personal recycling baskets sit at every desk. Printer stations are
- 4471 p. equipped with readily available recycling bins, and nearly all employees carry their own
- 4472 q. reusable water bottles, minimizing single-use plastic. The kitchen is stocked with reusable
- 4473 r. plates and utensils, further minimizing single-use waste. Even electronics get a second life
- 4474 s. through responsible e-waste recycling by the IT team. Responsible energy use extends to
- 4475 t. after-hours and weekends with reduced electricity consumption, and a state-of-the-art water
- 4476 u. filtration system eliminates the need for plastic water bottles. Additionally, the commitment to
- 4477 v. sustainability extends beyond waste, with electricity being conserved after hours and
- 4478 w. weekends, demonstrating our dedication to both environmental and economic responsibility
- 4479

**7. Innovative “Green Approach”**

**Innovative Facilities**

- 4483 a. Polymer Center Plastic Circularity – Polymer Center
- 4484 b. With increasing desire to address the plastic recycling challenges, Republic Services offers a
- 4485 unique and leading ability to enable greater plastic circularity for our municipalities.
- 4486 c. There is a growing gap in the North American supply chain for recovered plastics to serve
- 4487 Consumer Packaged Goods (CPG) manufacturers’ increasing goals as well as state
- 4488 legislation mandating circularity. This is driven by the inability for traditional recycling centers
- 4489 to generate the CPG level quality that manufacturers need, as well as the barrier that exist for
- 4490 a third party to aggregate enough volume to make such business economically viable.
- 4491 Republic Services has a solution for this challenge.
- 4492 d. Understanding the Market
- 4493 e. Plastic packaging in North America faces a challenge to achieve circularity in recycling. For
- 4494 example, the likelihood of a water bottle in America becoming another water bottle is slim.
- 4495 This is attributed to three key factors: 1) public education, 2) lack of proper recycling

- 4496 opportunities, and 3) the ability of the plastic material to be properly separated and  
4497 aggregated into a quality that manufacturers can accept into their production lines.  
4498 f. Public education and proper recycling opportunities are tightly coupled. Typical PET water  
4499 bottles for instance, are designed for convenience, and are likely disposed of away from  
4500 home in waste containers destined for a landfill. Municipalities that work on public education,  
4501 as well as comprehensive placement of recycling containers throughout the municipality,  
4502 create a much higher probability that plastics will make their way to a modern recycling  
4503 center, rather than a landfill.  
4504 g. However, once plastics arrive at a modern recycling center, the technology design at these  
4505 facilities yields a bale that contains a mix of cross-contamination, which means the bale  
4506 contains plastic grades that are not optimized for the increasing CPG goals and quality  
4507 requirements. Currently, a majority of PET that is recovered in a modern recycling center is  
4508 “downcycled” into carpet and textiles.  
4509 h. Of roughly 14 million tons of North American consumer packaging plastics that are generated  
4510 every year, 10M tons are landfilled, and 2M tons are incinerated. Of the 2M tons that are  
4511 recovered through modern recycling programs and centers, 1.7M tons are “downcycled,”  
4512 while only 0.3M tons (2%) can achieve circularity.  
4513

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## Exhibit 10

### Education and Outreach Plan

**1. Prior to Service Start Activities**

Notification to all customers of the new contract

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

Update Republic Services website with new agreement programs and services.

**2. Implementation Programs**

**Schedule of Materials/Service Brochures**

Republic Services will implement and distribute the following education and outreach materials currently in practice:

- Recyclability of materials brochure
- Acceptable/unacceptable organics brochure

Technical assistance site visits (at least 20 phone calls per month and 40 site visits across all commercial customers. Each customer will be visited once every five years.)

How-to posters (distributed during site visits)

Public events and booths (on-call)

- Various outreach (on-call):
- Social Media
- HOAs
- Civic Groups

Annual service brochures mailed to all new customers.

Quarterly newsletters (value added service offering by Republic Services)

City specific website (ongoing)

**Community Meetings:** Republic Services may schedule meetings and/or public presentations to HOAs, business and neighborhood groups, volunteer organizations, etc. to provide recycling-related information and encourage compliance with programs/mandatory collection services.

**Written Notices and Outreach Material:** Service guides shall be mailed to each new customer which include Republic Services' Residential Service Guide. This service guide outlines sorting of materials for proper disposal shown through both text and images. It shall also outline the proper handling of universal and hazardous wastes, proper cart set-out procedures, weekly collection schedule, holiday schedule and additional resources for customers. Republic Services shall prepare and distribute an annual mailer promoting compost giveaways, Christmas tree collection, and other collection activities. The direct mail piece shall include the date and time of each event, regular weekly collection schedule, acceptable materials for collection and any relevant set-out instructions. Republic Services shall prepare and distribute quarterly newsletters to all customers that creatively inform residents and businesses about collection and waste reduction programs.

4566 **City, School, Facilities, and Business Community Programs:** In pursuit of maximizing waste diversion  
4567 within the City of Richmond, Republic Services, proposes a multifaceted approach encompassing  
4568 targeted community campaigns and empowered Sustainability Advisors. Republic Services proposes the  
4569 following:

- 4570 • Increase diversion through targeted campaigns.
- 4571 • Comprehensive service guide for commercial customers and staff
- 4572 • Maximize diversion and compliance via site visits, waste audits and contamination tags.
- 4573 • Highlight and award exemplary commercial businesses.
- 4574 • Offer interior recycling.

4575  
4576 **City Staff Training:** We will commit to collaborating with city staff and developing training education  
4577 materials tailored to the city staff, public works facilities, and processes to achieve the highest level of  
4578 diversion.

4579  
4580 **Engaging residents of MFDs:** To empower the City of Richmond MFD communities to become active  
4581 participants in responsible waste management, Republic Services has established a comprehensive  
4582 recycling initiative built on three pillars: information, engagement, and convenience. To achieve ambitious  
4583 state diversion goals, Republic Services prioritizes aggressive public education, particularly targeting  
4584 MFDs. Through dedicated outreach efforts, we empower MFDs to become active participants in  
4585 responsible waste management:

4586  
4587 **Engaging Spanish-speaking residents:**

4588 Translating educational materials into Spanish.

4589 Recognizing diverse voices, Spanish presentations may be delivered by bilingual Sustainability Advisors  
4590 and shall ensure inclusivity for ESL students, effectively educating and engaging a broader audience to  
4591 participate in waste diversion.

4592  
4593 **3. Methods to Reduce Contamination:**

4594 Produce and distribute Multi-Family Service Guide and other collateral materials designed specifically  
4595 to reach multi-family residents. These items shall describe topics such as: how to prepare and sort  
4596 materials for disposal collection.

4597

4598

### Exhibit 11

4599

### Acceptable Recyclable Materials

4600

Recyclable Materials include but are not limited to:

4601

Aluminum cans	Magazines/catalogs
Aerosol cans	Newspaper
Aseptic containers	Paper
Brochures	Paper tubes
Cardboard	Phone books
Cereal boxes	Pizza boxes
Clothes hangers (both plastic and metal)	Plastic containers #1-#7
Computer paper	Plastic film
Coupons	Plastic milk jugs
Envelopes	Plastic bags
Frozen food boxes and trays	Polystyrene (Styrofoam)
Glass bottles/jars	Tin cans
Glass cosmetic bottles	Tissue boxes
Junk mail	Wrapping paper
Laundry bottles	

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## Exhibit 12 Zero Emission Vehicles

1. **Electric Vehicle Side-Loader Collection Service Requirement:** Except as provided herein, side-loading Collection Vehicles (i.e., all Collection Vehicles that service exclusively Carts) operated by Contractor in performing the services required by the Agreement shall be operated via electricity (i.e., “Electric Vehicles”) and not internal combustion engines (i.e., “non-Electric Vehicles”) by no later than January 1, 2028. Each deployment year will consist of a specified quantity of Electric Vehicles as well as a corresponding rate adjustment for the deployment of that year’s vehicle quantity. The Electric Vehicle-specific rate adjustment will be in addition to the annual CPI Adjustment Calculation and timeline per Section **Error! Reference source not found.** of the Agreement. Such vehicles shall be deployed over a 3-year phased-in schedule as follows:

Electric Vehicle Deployment Date	Quantity of Electric Vehicle Trucks	Rate Adjustment per Cart for Cart Account	Rate Adjustment per Yard for Bin Account
Year 1: July 1, 2025	7	\$0.90	\$0.87
Year 2: January 1, 2027	7	\$0.93	\$0.90
Year 3: January 1, 2028	6	\$0.82	\$0.79

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2. **Exceptions to Side-Loader Collection Service Requirement:** Contractor may operate side-loading Collection Vehicles performing the services required by the Agreement that are non-Electric Vehicles only in the following events. In such cases, Contractor shall employ Collection Vehicles that utilize low carbon fuel (per Section **Error! Reference source not found.** of this Agreement).
  - a. **Breakdown:** An Electric Vehicle breaks down during completion of a route and no other Electric Vehicles are available for route completion. Contractor shall provide written notice to the City within 48 hours of such an occurrence.
  - b. **Inability to Charge:** The Contractor’s electricity service provider is unable to provide electricity for Electric Vehicle charging. Contractor shall provide written notice to the City at least 48 hours in advance of planned event and shall provide written notice within 48 hours after an un-planned event.
  - c. **Events of Force Majeure:** Including without limitation the events and circumstances set forth in Section 25.05 of this Agreement.
  - d. **Other Circumstances Beyond Contractor’s Control:** Including manufacturing defects, recalls, retrofit requirements, and documented failure of Electric Vehicle technology resulting in the inability to conduct the services required by this Agreement.
  - e. **Permanent Inability to Perform:** In the event of permanent inability to operate side-loading Collection Vehicles that are Electric Vehicles as a result of conditions described in provision 2.c or 2.d, Contractor shall implement reductions in the Maximum Service Rates as follows:

Year	Per Cart for Cart Account	Per Yard for Bin Account
1	\$0.90	\$0.87
2	\$0.93	\$0.90
3	\$0.82	\$0.79

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Beginning January 1, 2029 (Year 4), and each year thereafter, such amounts shall be escalated by the annual CPI Adjustment Calculation per Section **Error! Reference s**  
**ource not found.** of the Agreement.

3. **Contingency Plan for Inability to Charge:** Contractor shall develop and implement a Contingency Plan, to be approved by the City, regarding Contractor’s performance of side-loading Collection operations if Contractor’s electricity service provider is unable to provide electricity for Electric Vehicle charging. Such Contingency Plan shall address both planned and un-planned events, shall include details regarding Contractor’s notification of such events to the City, and shall also address short-term (i.e., hours or a single day) vs. long-term (i.e., multi-day) events.
4. **Electric Vehicle Specifications:** Contractor shall provide City with specifications documenting that, as of the Commencement, twenty (20) side-loading Collection Vehicles operated by Contractor in performing the services required by the Agreement are Electric Vehicles. Such documentation shall be provided to the City in writing prior to the Commencement Date of the Agreement and Contractor shall provide updated specifications to the City any time a change in Electric Vehicle specifications occur. The twenty (20) side-loading Collection Vehicles that are Electric Vehicles represent the number of needed side-loading Collection Vehicles proposed by Contractor to the City in its 2024 proposal; if additional side-loading Collection Vehicles are needed during the Agreement Term (e.g., due to growth in accounts and/or containers serviced by side-loading Collection Vehicles) the City and Contractor will meet and confer regarding appropriate adjustments to the terms and conditions of this Exhibit.
5. **Charging Station Specifications:** Contractor shall provide City with the specifications of the charging stations used to charge Electric Vehicles. Such documentation shall be provided to the City in writing prior to the Commencement Date of the Agreement and Contractor shall provide updated specifications to the City any time a change in charging station specifications occur. Contractor will review opportunities to install solar technology for electric charging throughout the term of the Agreement when it provides a fiscal benefit.
6. **Maintenance Requirements:** Contractor shall perform all maintenance necessary as recommended by the vehicle manufacturers.
7. **Quarterly Reporting Requirements:** Contractor shall provide quarterly written reports to the City that include the following information. Reports for the prior quarter shall be provided by the 30<sup>th</sup> of the month following the end of the quarter.
  - a. All instances of Breakdown per Section 2.a of this Exhibit, including the date, time, route number, the identification number of the Electric Vehicle, and the identification number of the substituting non-Electric Vehicle. Contractor shall include a summary of the cause of Breakdown and maintenance activities performed to resolve it.
  - b. All instances of Inability to Charge per Section 2.b of this Exhibit, including the date, time, affected route numbers, and the identification numbers of the substituting non-Electric Vehicles. Contractor shall include a summary of the cause of Inability to Charge, duration of Inability to Charge event, and maintenance activities performed to resolve it.

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- c. All instances of a non-Electric Vehicle operating on a side-loading route that were not subject to the Exceptions listed in Section 2 of this Exhibit, including the date, time, affected route numbers, and the identification numbers of the substituting non-Electric Vehicles. Contractor shall include a summary of the reason that non-Electric Vehicle was deployed on a side-loading route.
  - 8. **Additional Reporting:** Contractor shall, upon City request, provide reports to the City that include the following information.
    - a. Summary of amount of average daily electricity used to charge an Electric Vehicle.
    - b. Summary of average annual costs per Electric Vehicle for charging and maintenance and a comparison of that average to average annual costs for non-Electric Vehicle fueling and maintenance.
    - c. Summary of average annual costs per charging station for maintenance.
    - d. Copies of Contractor's reporting documents submitted to the California Air Resources Board as required by the Advanced Clean Fleets regulation.
  - 9. **9. Other Reporting Requirements:** Contractor shall work collaboratively with the City in providing information to the public about Electric Vehicles. Contractor shall provide information requested by the City for public outreach and education purposes (i.e., photographs of Electric Vehicles, information about Electric Vehicle performance, etc.). Contractor shall also provide information requested by the City necessary for securing funding (i.e., grant funding) to offset the amount of ratepayer compensation to Contractor for implementation of Electric Vehicles. Contractor shall respond to all such requests within fifteen (15) business days.

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**Exhibit 13**  
**Insurance Requirements**

**City of Richmond Insurance Requirements for Contracts with  
Environmental Risks / Hazardous Waste Materials**

In all instances where Contractor or its representatives will be conducting business and/or providing services that involve environmental risks and/or the transportation of hazardous materials, including asbestos, hazardous chemicals or waste, and nuclear risks, the City requires the following MINIMUM insurance requirements and limits.

Contractor shall procure and maintain for the duration of the contract, agreement, or other order for work, services, or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees, or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal via ACORD 25 Certificate(s) of Insurance may be treated by the City as a material breach of contract.**

Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, Contractor shall look solely to its insurance for recovery.

Contractor hereby grants to City, on behalf of any insurer providing Commercial General Liability insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation, via blanket-form endorsement, which any such insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance.

Original, signed ACORD 25 certificate(s) of insurance supplemented with an original, separate blanket-form additional insured policy endorsements, naming the City as an additional insured for general liability coverage, as well as a blanket-form waiver of subrogation endorsement for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of Contractor's work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of Contractor.

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**Minimum Scope of Insurance** – Coverage shall be provided on the following forms and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001 0413), including coverage for bodily injury and personal injury, property damage, and products and completed operations.
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001 1120, Symbol Code 1, Any Auto)
3. Original and Separate Blanket-form Additional Insured Endorsements for General Liability (ISO Forms CG2010 0413 and CG2037 0413 or equivalent), via blanket-form endorsement.
4. Original and Separate Blanket-form Primary and non-contributory endorsements for General Liability insurance.
5. Workers' Compensation Insurance as required by the State of California, including Employer's Liability Coverage.
6. Original and Separate Waiver of Subrogation for Workers' Compensation Insurance, via blanket-form endorsement.
7. Contractor's Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions.

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Required Coverage	Minimum Limits	
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including <b>\$1 million</b> Employers' Liability per accident, per employee for bodily injury or disease. If Contractor is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees), then contractor must sign Contractor Release of Liability found at: <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a>  If a subcontractor is utilized, a separate waiver of liability shall be signed by the subcontractor with Waiver of Subrogation. Each subcontractor shall be responsible for providing Worker's Compensation / Employer's Liability for the subcontractor's employees.	
General Liability <i>(primary limits)</i>	<b>REQUIRED <u>MINIMUM</u> LIMIT PER OCCURRENCE</b>	<b>REQUIRED <u>MINIMUM</u> LIMIT AGGREGATE</b>
	<b>\$5,000,000</b>	<b>\$10,000,000</b>
General Liability <i>(continued)</i>	Includes coverage for bodily injury, personal injury, property damage, and products and completed operations. The policy shall not exclude coverage for XCU perils (explosion, collapse, or damage to underground property).  If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the <b>minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate)</b> .	

	<p>Policy shall be endorsed, via blanket-form endorsement, to name the City of Richmond as an additional insured per the conditions detailed below.</p> <p><b>ISO blanket-form endorsements form CG 20 10 (04/13) and CG 20 37 (04/13) or at least as broad as are required. The CG 20 37 04/13 endorsement must not exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required.</b></p> <p>Sample endorsements can be found at:  <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a></p>
<p>Automobile Liability</p>	<p><b>\$1,000,000</b> per occurrence for bodily injury and property damage.</p> <p><b>If the Contractor is subject to the Motor Carrier Act of 1980, Automobile Liability Policy must be endorsed to include MCS-90 Endorsement for transportation of hazardous materials / waste / substances. If not, the policy shall be endorsed to include Transportation Pollution Liability Coverage to cover the materials transported by Contractor.</b></p> <p><b>For additional information regarding the Motor Carrier Act of 1980 and limits of liability, see below.</b></p>
<p>Contractors Pollution Liability  <i>Protects against environmental and pollution risks and unexpected/unintended release of pollution.</i></p>	<p><b>\$5,000,000</b> per occurrence.</p> <p>Policy shall be endorsed, via blanket-form endorsement, to name the City of Richmond as an additional insured.</p> <p><b>Environmental coverage must remain in force for a period of five years after completion of the project.</b> Contractor must provide timely updated certificates indicating that the required coverage, terms and conditions are still in place.</p>
<p><b>Required Policy Conditions</b></p>	
<p>A. M. Best Rating</p>	<p>A:VII or Better. If the A.M. Best Rating falls below the required rating, Contractor must replace coverage immediately and provide notice to City.</p>
<p>Additional Insured Endorsement.  Blanket Form Endorsements must include the policy number.  Note: This language will not be accepted on an ACORD Form.</p>	<p>Applicable to General Liability and Contractors Pollution Liability and/or Asbestos Pollution policies:</p> <p>The City of Richmond, its officers, officials, employees, agents, and volunteers are to be named as additional insureds, via blanket-form endorsement, for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths, and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.</p> <p><b>Applicable to General Liability: ISO blanket-form endorsements form CG 20 10 (04/13) and CG 20 37 (04/13) CG 20 10 (11/85) or its equivalent at least as broad as are required. The CG 20 37 (04/13) endorsement must not exclude products and completed</b></p>

	<p><b>operations coverage. If it does, then CG 20 37 (10/01) is also required.</b></p> <p>Sample Endorsements can be found at:  <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a></p>
<p>Primary and Noncontributory                  Note: This language will not be accepted on an ACORD Form.</p>	<p>The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City is excess of the Contractor's insurance and shall not contribute with it and in no way relieves the Contractor from its responsibility to provide insurance.</p>
<p>Waiver of Subrogation Blanket-form Endorsement must include the policy number.                  Note: This language will not be accepted on an ACORD Form</p>	<p>Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance, via blanket-form endorsement, during the life of this contract. Contractor shall require and provide to City of Richmond the same waiver from subcontractor.</p> <p>Sample Endorsement can be found at  <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a>.</p>
<p>Deductibles and Self-Insured Retentions</p>	<p>Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the Contractor shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration, and defense expenses.</p> <p>Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.</p>

**4737 Umbrella/Excess Liability Policies**

4738 If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as  
 4739 specified for underlying coverages and cover those insured in the underlying policies.

**4740 Claims-Made Policies**

4741 If any insurance policy is written on a claims-made form: 1) The retroactive date must be shown and  
 4742 must be before the date of the contract or the beginning of contract work. 2) Insurance must be  
 4743 maintained, and evidence of insurance must be provided for at least five (5) years after completion of  
 4744 the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-  
 4745 made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase  
 4746 an extended period coverage for a minimum of five (5) years after completion of contract work.

**4747 Lead-Based Paint/Asbestos/Mold**

4748 If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution  
 4749 Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold

4750 identification/remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the  
4751 definition of Pollution shall include microbial matter, including mold.

4752 **Subcontractors**

4753 Contractor shall include all subcontractors as insured under its policies or shall furnish to the City for review  
4754 and approval separate certificates and applicable endorsements for each subcontractor. All coverage for  
4755 subcontractors shall be subject to all of the requirements stated herein.

4756 Contractor agrees to defend and indemnify the City of Richmond for any damage resulting to it from  
4757 failure of either Contractor or any subcontractor to take out or maintain the required insurance policies.  
4758 The fact that insurance is obtained by Contractor, and/or Contractor's subcontractors, will not be  
4759 deemed to release or diminish the liability of Contractor, including, without limitation, liability under the  
4760 indemnity provisions of this contract. Damages recoverable by City from Contractor or any third party  
4761 will not be limited by the amount of the required insurance coverage.

4762 **Verification of Coverage**

4763 All original certificate(s) of insurance supplemented with the applicable blanket-form endorsements shall  
4764 be received and approved by the City ***before work may begin***. The City of Richmond reserves the right  
4765 to require complete, certified copies of all required insurance policies including endorsements affecting  
4766 the coverage at any time.

4767 Original insurance certificates and required policy endorsements shall be emailed or delivered to an  
4768 email address provided by the Designated Project Manager for the City of Richmond.

4769 **Continuous Coverage**

4770 Contractor shall maintain the required insurance for the life of the contract. Should the Contractor cease  
4771 to have insurance as required during this time, all work by the Contractor pursuant to this agreement  
4772 shall cease until insurance acceptable to the City is provided. In the event that Contractor fails to comply  
4773 with the City's insurance requirements, the City may take such action as it deems necessary to protect  
4774 the City's interests. Such action may include but is not limited to termination of the contract, withholding  
4775 of payments, or other actions as the City deems appropriate.

4776 If services or the scope of work extend beyond the expiration dates of the required insurance policies  
4777 initially approved by the City, Contractor must provide updated ACORD 25 certificate(s) of insurance  
4778 supplemented with the applicable blanket-form endorsements indicating that the required coverages,  
4779 terms, and conditions are still in place. **Renewal certificates and updated endorsements shall be  
4780 emailed to the designated Project Manager.**

4781 **Cancellation**

4782 Contractor shall ensure that coverage shall not be cancelled, reduced, or otherwise materially changed  
4783 except after thirty (30) days' prior written notice has been given to the City.

4784 **Reporting Requirements**

4785 Any failure to comply with reporting or other provisions of the policies including breaches of warranties  
4786 shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

4787 **Consistent with Public Policy**

4788 The insuring provisions, insofar as they may be judged to be against public policy, shall be void and  
4789 unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein  
4790 may be consistent with public policy and thus enforceable.

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4792 **ADDITIONAL INFORMATION REGARDING THE MOTOR CARRIER ACT OF 1980**

4793 The Motor Carrier Act of 1980 (the Act) imposed higher levels of financial responsibility on motor carriers  
4794 operating under Federal permit and intrastate carriers operating under State authority. The chart below  
4795 shows the minimum required financial responsibility as determined by the type of cargo hauled.

4796 The Act requires the MCS-90 endorsement in the amount of \$750,000 to be attached to any automobile  
4797 liability policy issued to motor carriers operating commercial motor vehicles with a gross vehicle weight  
4798 rating of 10,000 or more pounds that are **transporting any non-hazardous property in interstate or**  
4799 **foreign commerce**. The MCS-90 endorsement is also required when **interstate, intrastate, and foreign**  
4800 **commerce is transporting hazardous material/waste/substances**. The liability limit depends upon the  
4801 type of truck and method of transportation. Its purpose is to ensure that funds are available for damages  
4802 arising from a trucking accident that involves hazardous materials subject to the Act.  
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**DEPARTMENT OF TRANSPORTATION SCHEDULE  
OF LIMITS-PUBLIC LIABILITY**

<b>Type of Carriage</b>	<b>Commodity Transported</b>	<b>Financial Responsibility</b>
(1) For-hire (in <i>interstate or foreign commerce</i> , with a gross vehicle weight rating of 10,000 or more pounds)	Any Property (non-hazardous)	\$750,000
(2) For-hire and Private (in <i>interstate, foreign, or intrastate commerce</i> , with a gross vehicle weight rating of 10,000 or more pounds)	<p>Hazardous substances transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons.</p> <p>Hazardous Substances does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance in Appendix A to §172.101, and the term further does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). 49 CFR 171.8</p>	\$5,000,000
(3) For-hire and Private (in <i>interstate or foreign commerce</i> , in any quantity, or in <i>intrastate commerce</i> , in bulk only; with a gross vehicle weight rating of less than 10,000 pounds)	Compressed Oil Gas (listed in 49 CFR 172.101) <i>hazardous waste, hazardous materials, and hazardous substances such as lead, asbestos, mold, dry cleaning chemicals, benzene, etc.</i> (as defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below)	\$1,000,000
(4) For-hire and Private (in <i>interstate or foreign commerce</i> , with a gross vehicle weight rating of less than 10,000 pounds)	Any quantity of explosives that have mass explosion hazard, projection hazard, or fire hazard (Division 1.2, or 1.3); poisonous gas (Division 2.3); poisonous materials (Division 6.1); materials poisonous by inhalation (Hazard Zone A); or radioactive material (Class 7 material).	\$5,000,000

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**CONTACT RISK MANAGEMENT IF YOU HAVE ANY QUESTIONS REGARDING THE MCS-90 ENDORSEMENT AND/OR THE MOTOR CARRIER ACT OF 1980.**