

AGREEMENT

BETWEEN

THE CITY OF MOUNTAIN VIEW

AND

RECOLOGY MOUNTAIN VIEW

FOR

**RECYCLABLE MATERIALS,
ORGANIC MATERIALS, AND SOLID WASTE
COLLECTION SERVICES**

* * * *

March 2021

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**AGREEMENT
FOR
RECYCLABLE MATERIALS, ORGANIC MATERIALS, AND SOLID WASTE
COLLECTION SERVICES**

THIS AGREEMENT is made as of this 23rd day of March 2021, by and between the CITY OF MOUNTAIN VIEW, a California municipal corporation ("City"), and RECOLOGY MOUNTAIN VIEW, a California corporation ("Contractor").

Recitals

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

1. The State of California has, through enactment of the California Integrated Waste Management Act of 1989 ("Act"), determined each of the following:
 - A. Management of solid waste is a shared responsibility of State and local governments.
 - B. It is in the public interest for local governments to be authorized and required to provide adequate solid waste handling services.
 - C. The amount of solid waste generated in California, coupled with adverse environmental impacts from landfilling solid waste and the need to conserve natural resources, has created an urgent need for State and local agencies to enact and implement integrated waste management programs.
2. The State has, through enactment of the Act and subsequent related legislation including, but not limited to AB 341, AB 1826, SB 1016, AB 901 and SB 1383, directed all local agencies to promote Diversion to maximize the use of feasible waste reduction, reuse, Recycling, and Composting options in order to reduce the amount of solid waste that must be Disposed.
3. The Charter of the City authorizes the City Council to grant by ordinance rights to third parties to furnish the City and its inhabitants with public services, including and such as solid waste removal services.
4. Chapter 16 of the Mountain View Municipal Code requires the City Council to provide for the collection of solid waste within the City by the issuance of one or more exclusive or nonexclusive contracts or licenses to disposal service operators upon terms and conditions to be established in the applicable contract or license.
5. Contractor collects and transports Recyclable Materials, Organic Materials, and Solid Waste in the City pursuant to that certain agreement entitled, "AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW AND RECOLOGY MOUNTAIN VIEW FOR RECYCLABLE MATERIALS, ORGANIC MATERIALS AND SOLID WASTE COLLECTION SERVICES, dated February 6, 2013, and unless extended will expire at midnight on October 14, 2021.
6. Contractor has demonstrated its commitment to providing a high level of service to the City, its residents, and its businesses.

7. City has independently evaluated Contractor and the terms on which Contractor proposes to provide Solid Waste handling services including Collection of Recyclable Materials and Organic Materials, as set forth in this Agreement, and has determined that such terms are in the best interests of City.
8. Contractor has demonstrated the necessary ability and flexibility to cost effectively and successfully modify existing programs and add new programs in order to assist City in achieving zero waste goals for minimizing landfill disposal and greenhouse gas emissions resulting from solid waste.
9. Contractor is ready, willing and able to perform the services which the Agreement requires.
10. Thus, in order to institute a comprehensive approach to the collection of Recyclable Materials, Organic Materials, and Solid Waste City and Contractor desire to terminate the aforementioned existing agreement at midnight, June 30, 2021 and have this Agreement become effective July 1, 2021.
11. On October 27, 2020, the City Council approved and authorized the City Manager or his or her designee to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

Article 1: Definitions

Unless the context otherwise requires, capitalized terms used in this Agreement shall have the meanings set forth in this Article, or in specific definitions contained in other articles.

Other capitalized terms will have the meanings set forth in Section 16 of the Mountain View Municipal Code, which are incorporated herein by reference. The words “include” and “including,” whether or not capitalized, shall mean “include without limitation” or “including without limitation.”

If a term is neither defined in the Agreement nor in the Mountain View Municipal Code, that term shall have the same meaning as the definition of the term contained in the Act. In the event of a conflict between the definition of a term in the Act and in this Agreement, the definition in the Agreement shall prevail.

1.01 Act

“Act” means the California Integrated Waste Management Act of 1989 (AB 939) Public Resources Code, Section 40000 et seq. as currently in force or as hereafter amended.

1.02 Affiliate

An “Affiliate” of a particular Person means a Person which controls, is controlled by or is under common control with the particular Person, whether by virtue of direct or indirect ownership interest or common management.

1.03 Agreement

“Agreement” means this Agreement, including all recitals, exhibits and attachments, and any subsequent amendments.

1.04 Applicable Law

“Applicable Law” means all law, statutes, rules, regulations, guidelines, permits, actions, determinations, orders, or requirements of the United States, State of California, County of Santa Clara, CITY, regional or local government authorities, agencies, boards, commissions, courts or other bodies having applicable jurisdiction, including AB 939, AB 341, AB 1826, AB 901, SB 1383, SB 1016 and all amendments and related subsequent legislation, that from time to time apply to or govern the services provided pursuant to this Agreement or the performance of the Parties’ respective obligations hereunder, including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, zoning, non-discrimination, and the Santa Clara County Integrated Waste Management Plan. All references herein to Applicable Law include subsequent amendments thereto, unless otherwise specifically limited.

1.05 Application

“Application” means the application prepared and submitted by Contractor in accordance with procedures in Section 11.08 requesting a Rate adjustment for the following Rate Period.

1.06 Bin

“Bin” means a Contractor-owned metal or plastic Container with capacity of approximately one (1) to six (6) cubic yards, with a hinged lid, with or without wheels, typically serviced by a front-loading Collection vehicle.

1.07 Biomedical Waste, Medical Waste

“Biomedical Waste”, “Medical Waste” shall mean Solid Waste which is likely to be infectious, pathological or biohazardous, originating from residences, hospitals, public or private medical clinics, departments of research laboratories, pharmaceutical industries, blood banks, forensic medical departments, mortuaries, veterinary facilities and other similar facilities and includes (without limitations) equipment, instruments, utensils, fomites, laboratory Solid Waste (including pathological specimens and fomites attendant thereto), surgical facilities, equipment, bedding and utensils (including pathological specimens and disposal fomites attendant thereto), sharps (hypodermic needles, syringes, etc.), dialysis unit Solid Waste, chemotherapeutic Solid Waste, animal carcasses, offal and body parts, biological materials (vaccines, medicines, etc.), and other similar materials, but excluding any such Solid Waste which is reasonably determined by Contractor to be noninfectious, non-pathological and non-biohazardous.

1.08 Bulky Items

“Bulky Items” means large items including, but not limited to, Major Appliances, furniture, carpets, mattresses, items from a light remodeling project such as kitchen cabinets, sinks, windows, doors, and bundled scrap wood or fencing, and other oversize materials whose large size precludes or complicates their handling by normal Collection. Bulky Items do not include abandoned automobiles, large auto parts, heavy construction materials or trees.

1.09 Business Day(s)

“Business Day(s)” means days (i.e., Monday through Friday) during which Contractor’s office is open to do business with the public.

1.10 Cart

“Cart” means a plastic Container with a hinged lid and two wheels that is serviced by an automated or semi-automated Collection vehicle, in various sizes ranging in capacity from approximately twenty-four (24) to ninety-six (96) gallons. Carts used for Recycling or other services may have two compartments used for different materials and may be referred to as “split-Carts.”

1.11 Change in Law

“Change in Law” means any of the following events or conditions which has a material and adverse effect on the performance, or which increases the cost of performance, by either Party of its obligations under this Agreement:

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

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

1.12 City

“City” shall mean the City of Mountain View, a municipal corporation, and all of the territory lying within the municipal boundaries of the City as presently existing or as such boundaries may be modified during the Term.

1.13 City Council

“City Council” shall mean the City Council of the City of Mountain View, California.

1.14 City Facilities

“City Facilities” means any building, site or open space, owned or leased, and maintained, operated or used by City, including litter, Recyclable Materials and Organic Materials containers in public locations and bus stops.

1.15 City Manager

“City Manager” means the City Manager or equivalent chief executive officer of City, as designated by City.

1.16 Collect, Collected, Collection

“Collect,” “Collected” or “Collection” means the Contractor taking physical possession of, and removing Recyclable Materials, Organic Materials, Reusable Materials or Solid Waste (including Construction and Demolition Debris), whether by manual, semi-automated or automated means, and transporting such materials, pursuant to this Agreement.

1.17 Commencement Date

“Commencement Date” means the date specified in Section 3.02 when Contractor is to begin providing services required by this Agreement.

1.18 Commercial

“Commercial” means a business activity occurring on land categorized “Commercial” or “Professional” by Chapter 36 (Zoning) of the Mountain View City Code, including, but not limited to, retail sales, wholesale sales, services, food establishments, research and development, government, education, non-profit, hospital, manufacturing, institutional and industrial operations, but excluding businesses conducted upon Residential property, which are permitted under applicable zoning regulations and are not the primary use of the property.

1.19 Commercial Accounts

“Commercial Accounts” means all Multi-Family and Commercial Customers, schools, and special events.

1.20 Commercial Edible Food Generators

“Commercial Edible Food Generators” includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators.

1.21 Commingle, Commingled

“Commingle” or “Commingled” means to mix, mingle, or combine different types of Recyclable Materials (e.g. fiber and container streams) in a Collection Container.

1.22 Compactor

“Compactor” means a mechanical apparatus that compresses materials and/or the Container that holds the compressed materials. Compactors include Bin Compactors of any size serviced by front-loading Collection vehicles and Drop Box Compactors of any size serviced by Debris Box or Roll-Off Box Collection vehicles.

1.23 Composting

“Composting” means any controlled or uncontrolled biological decomposition of organic constituents, such that the resulting material meets the maximum acceptable metal concentration limits specified in Section 17868.2, and pathogen reduction requirements specified in Section 17868.3 of Title 14, California Code of Regulations, Chapter 3.1.

1.24 Construction and Demolition Debris, C&D

“Construction and Demolition Debris” and “C&D” means materials resulting from construction, renovation, remodeling, repair, or demolition operations relating to or resulting from a building, structure, pavement or other improvement, including concrete, brick, bituminous concrete, rubble, wood and masonry, composition roofing and roofing paper, steel, and other metals such as copper, but excluding liquid wastes and Hazardous Wastes.

1.25 Container

“Container” or “Collection Container” means any Cart, Bin, Debris Box, Drop Box, or Roll-Off Box that is Contractor-owned except for Extra Set-Outs as provided in Article 5 and used for outdoor storing of Recyclable Materials, Organic Materials, and Solid Waste or other materials; bags, small plastic receptacles, or other similar receptacles used indoors by Customers to accumulate and store Recyclable Materials, Organic Materials, or other materials, and any other receptacle that City and Contractor agree to treat as a Container hereunder. The color of newly-purchased Containers shall be compliant with Attachment M.

1.26 Contamination, Contaminated

“Contamination” or “Contaminated” means (i) all materials other than those defined as Recyclable Materials that were Collected by Contractor with Recyclable Materials; (ii) all materials other than those defined as Organic Materials Collected by Contractor with Organic Materials; or (iii) all materials other than those defined as Solid Waste Collected by Contractor with Solid Waste.

1.27 Contractor

“Contractor” means Recology Mountain View, a California Corporation.

1.28 Contractor-Arranged Designated Facility(ies)

“Contractor-Arranged Designated Facility(ies)” means a Designated Facility owned and operated by Contractor, an Affiliate, or a third party with which Contractor (rather than City) has contracted to receive materials Collected pursuant to the Agreement.

1.29 Contractor’s Facilities

“Contractor’s Facilities” means any plant or site owned or leased by Contractor and maintained, operated, or used by Contractor for purposes of performing Contractor’s obligations under this Agreement (e.g., facilities for parking and maintaining vehicles, administration offices, and customer service offices, etc.). Contractor’s Facilities are included within the definition of “Contractor’s Properties” contained in Article 12.

1.30 County

“County” means the County of Santa Clara, California.

1.31 Curbside

“Curbside” means the designated location for Collection, where Collection Containers or loose materials are placed in the street or alley against the face of the curb or where no curb exists, placed not more than five (5) feet from the outside edge of the street or alley, or as further described in Chapter 16 of the Municipal Code.

1.32 Customer(s)

“Customer(s)” means the Person to whom City submits billing invoices for Collection services provided to a Premise. The Customer may be the Occupant or Owner of the Premises provided that the Owner of the Premises shall be responsible for payment of Collection services if an Occupant of the Premises fails to make such payment.

1.33 Customer Service Representative, CSR

“Customer Service Representative,” “CSR” means any Contractor employee or other staff that directly provides, or supervises direct provision of, customer service assistance to Customers.

1.34 Day

“Day” means calendar day unless otherwise specified.

1.35 Debris Box, Drop Box, Roll-Off Box

“Debris Box,” “Drop Box,” and “Roll-Off Box” for any materials mean open-top Containers with a typical capacity of eight (8) to forty (40) cubic yards that are serviced by a Debris Box or Roll-Off Collection vehicle. Drop Boxes or Roll-Off Boxes that contain putrescible Solid Waste require a lid.

1.36 Designated Facility(ies)

“Designated Facility(ies)” means the Designated Transfer Facility, the Designated Organics Processing Facility, the Designated Recyclables Processing Facility and the Designated Reusable Materials Processing Facility.

1.37 Designated Organics Processing Facility(ies)

“Designated Organics Processing Facility(ies)” means those facilities listed in Attachment H, or other facility as approved by City.

1.38 Designated Recyclables Processing Facility(ies)

“Designated Recyclables Processing Facility(ies)” means those facilities listed in Attachment H, or other facility as approved by City.

1.39 Designated Reusable Materials Processing Facility(ies)

“Designated Reusable Material Processing Facility(ies)” means those facilities listed in Attachment H and any other facility(ies) approved by the City.

1.40 Designated Transfer Facility(ies)

“Designated Transfer Facility(ies)” means the SMaRT Station, or other facility as approved by City.

1.41 Designated Waste

“Designated Waste” means non-Hazardous Waste which may pose special Disposal problems because of its potential to contaminate the environment and which may be disposed of only in Class II Disposal Sites or Class III Disposal Sites pursuant to a variance issued by the California Department of Health Services. Designated Waste consists of those substances classified as Designated Waste in California Code of Regulations Title 23, Section 2522.

1.42 Discarded Material

“Discarded Material” means any discarded or waste material. Discarded Material includes Recyclable Materials, Organic Materials, and Solid Waste placed by a Generator in a Container and/or at a location that is designated for Collection pursuant to the City’s Municipal Code or under this Agreement. Discarded Material shall become the property of Contractor to the extent provided in California Public Resources Code Section 41950.

1.43 Disposal, Disposed

“Disposal” and “Disposed” mean the ultimate disposition of Solid Waste.

1.44 Diversion Level

“Diversion Level” means the sum of all Recyclable Materials, Organic Materials and Reusable Materials Collected by Contractor, net of all Residue, divided by the sum of all Materials Collected by Contractor; and may be distinguished and calculated by category (e.g., Commercial, Residential, etc.).

1.45 Dual-Stream Recyclable Materials

“Dual-Stream Recyclable Materials” means Recyclable Materials separated at the point of generation into a fiber stream (e.g. mixed paper, newspaper, cardboard, and other paper items) and a container stream (e.g. bottles, cans, and other metal and plastic items).

1.46 Edible Food

“Edible Food” means food intended for human consumption. For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. If the definition in 14 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply to this Agreement.

1.47 Effective Date

“Effective Date” means the date identified in Section 3.01 when the Agreement becomes effective.

1.48 Electronic Waste, E-Waste

“Electronic Waste” and “E-Waste” mean “Covered Electronic Wastes” as defined in the Act (Section 42463 of Public Resources Code) in addition to discarded electronic equipment such as, but not limited to, television sets, computer monitors, central processing units (CPUs), laptop computers, and peripherals (e.g., external computer hard drives, computer keyboards, computer mice, and computer printers). E-Waste does not include those items defined herein as Recyclable Materials.

1.49 Environmental Laws

“Environmental Laws” means all federal and State statutes, and county and City ordinances concerning public health, safety and the environment including, by way of example and not limitation, the Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq.; the Resource Conservation and Recovery Act, 42 USC §6902 et seq.; the Federal Clean Water Act, 33 USC §1251 et seq.; the Toxic Substances Control Act, 15 USC §1601 et seq.; the Occupational Safety and Health Act, 29 USC §651 et seq.; the California Hazardous Waste Control Act, California Health and Safety Code §25100 et seq.; the California Toxic Substances Control Act, California Health and Safety Code §25300 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §13000 et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5 et seq.; as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

1.50 Extra Set-Outs

“Extra Set-Outs” means the allowed amount of Recyclable Materials, Organic Materials, Solid Waste or other materials placed in or adjacent to a Collection Container that is in excess of the Container capacity (i.e., volume) as provided in Article 5.

1.51 Finance and Administrative Services Director

“Finance and Administrative Services Director” means the Finance and Administrative Services Director or equivalent chief financial officer of City, as designated by City.

1.52 Food Recovery

“Food Recovery” means actions to collect and distribute food for human consumption which otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

1.53 Food Recovery Organization

“Food Recovery Organization” means an entity that primarily engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

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

1.54 Food Recovery Service

“Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery; or as otherwise defined in 14 CCR Section 18982(a)(26).

1.55 Food Scraps

“Food Scraps” means a subset of Organic Materials including: (i) all kitchen and table food waste scraps, and animal, vegetable, fruit, grain, dairy or fish waste that attends or results from the storage, preparation, cooking or handling of foodstuffs, with the exception of animal excrement, and (ii) paper waste contaminated with putrescible material. Biodegradable fiber food service ware designed to disintegrate and biodegrade quickly and safely when composted in a professionally managed facility is excluded from the definition of Food Scraps and Organic Materials but Contractor will not refuse to collect a Container solely because it contains such material.

1.56 Generator

“Generator” means any Person whose act or process produces Recyclable Materials, Organic Materials, Solid Waste or other discarded materials or whose act first causes Solid Waste to become subject to regulation as Solid Waste.

1.57 Guarantor

“Guarantor” means Recology Inc., a California corporation.

1.58 Guaranty

“Guaranty” means the agreement to be executed by the Guarantor in the form of Attachment O.

1.59 Hauling Service

“Hauling Service” shall mean any business entity (other than Contractor) which provides the service of collecting or disposing of Recyclable Materials, Organic Materials, or Solid Waste, pursuant to the exclusions set forth in Article 4. To rely on such exclusions to collect Source Separated Recyclable Materials, Hauling Services must do so in Containers that facilitate verification of the Recyclable Materials (i.e. not compactors).

1.60 Hazardous Waste

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

1.61 Holiday Trees

“Holiday Trees” means trees targeted for diversion that were purchased and used in celebration of holidays in December and January; and prepared for Collection in the manner described in this Agreement.

1.62 Holidays

“Holidays” means New Year’s Day, Thanksgiving Day, and Christmas Day.

1.63 Household Batteries

“Household Batteries” means disposable or rechargeable dry cells (e.g., A, AA, AAA, B, C, D, 9-volt, button-type) commonly used as power sources for household or consumer products including, but not limited to, nickel-cadmium, nickel metal hydride, alkaline, mercury, mercuric oxide, silver oxide, zinc oxide, nickel-zinc, nickel iron, lithium, lithium ion, magnesium, manganese, and carbon-zinc batteries, but excluding automotive lead acid batteries.

1.64 Household Hazardous Waste

“Household Hazardous Waste” means Hazardous Waste generated at Residential Premises. Household Hazardous Waste does not include those items defined as Recyclable Materials.

1.65 Industrial

“Industrial” shall mean any of the land uses categorized “industrial” or “manufacturing” by Chapter 36 (Zoning) of the Mountain View City Code. In general, Industrial land uses will have Bin service rather than Cart service.

1.66 Infectious Waste

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

1.67 Junk Dealer(s)

“Junk Dealer(s)” shall mean a person who lawfully, in full accordance with all City ordinances, collects source-separated goods (without any charge to the Generator) or purchases used goods for purposes of restoration and/or resale. Junk Dealers include antique dealers, used building supply dealers, and automobile salvagers. Such materials shall not be transported to a Disposal or Processing facility and shall not include Source-Separated Recyclable Materials.

1.68 Junk Removal Service

“Junk Removal Service” shall mean a person who lawfully, in full accordance with all City ordinances, and on a non-exclusive basis, provides clean-up activities such as shoveling, sweeping, bagging, and boxing items (other than Construction and Demolition Debris and Source-Separated Recyclables) from yards and inside buildings, and incidental to these services, loads discarded items into a van or dump truck (where the container is permanently attached to the vehicle) and hauls the discarded items from the site.

1.69 Large Multi-Family Complex(es)

“Large Multi-Family Complex(es)” means a Multi-Family Complex that contains nine (9) or more individual Residential dwellings. Large Multi-Family Complexes have centralized Bin service in general. Large Multi-Family Complexes may include large apartment complexes, condominiums, and mixed use (Residential and Commercial).

1.70 Large Venues and Event(s)

“Large Venues and Event(s)” includes, but is not limited to, “large events” as defined in the Act (Public Resources Code Section 42648), such as any Event that serves an average of at least 2,000 attendees and workers per day.

1.71 Liquidated Damages

“Liquidated Damages” means the amounts owed by Contractor to City for failure to meet specific standards of performance as described in Article 14.07 and listed in Attachment Q.

1.72 Major Appliances

“Major Appliances” means any large electrically operated device, such as, and including but not limited to, washing machines, clothes dryers, hot water heaters, dehumidifiers, conventional ovens, microwave ovens, stoves, refrigerators, freezers, air-conditioners, trash compactors, and residential furnaces discarded by Customers. Major Appliances are commonly referred to as “white goods.”

1.73 Missed Pick Up(s)

“Missed Pick Up(s)” means when any regular or special Collection service is not provided on the scheduled Collection Day, provided it has been set out for Collection in accordance with program requirements.

1.74 Mountain View Recycling Center

“Mountain View Recycling Center” means the Contractor-operated facility located at 935 Terra Bella Avenue that includes a public drop-off and buy-back area.

1.75 Multi-Family Complex(es)

“Multi-Family Complex(es)” means the parcel, and the building(s) on it containing five (5) or more individual Residential dwellings. Multi-Family Complexes generally have shared, centralized Recyclable Materials and Solid Waste Collection service for all dwellings, and are billed to one address (typically the Owner or property manager). Multi-Family Complexes consist of Small Multi-Family Complexes containing five (5) to eight (8) units and Large Multi-Family Complexes of nine (9) or more units.

1.76 Multi-Family Dwelling

“Multi-Family Dwelling “ means an individual Residential Premise located in a Multi-Family Complex.

1.77 Municipal Code

“Municipal Code” means the Mountain View Municipal Code.

1.78 Non-Collection Notice

“Non-Collection Notice” means a form, as approved in advance by City, used to notify Customer of the reason for the non-collection of materials set out by the Customer for Collection by Contractor pursuant to this Agreement.

1.79 Occupant(s)

“Occupant(s)” means a Person who occupies a Premise.

1.80 On-Call Plus Clean Up, OCP

“On-Call Plus Clean Up,” “OCP” means separate and additional Collection as specified in Section 5.06.

1.81 Ordinary Services

“Ordinary Services” means regularly scheduled Collection and related services that are generally provided to a majority of Customers by Contractor pursuant to this Agreement.

1.82 Organic Materials, Organics

“Organic Materials” and “Organics” means those materials that will decompose and/or putrefy and that City permits, directs, or requires Generators to separate from Recyclable Materials and Solid Waste for Collection in specially designated Containers for Organic Materials Collection. Organic Materials include Yard Trimmings, Food Scraps, paper contaminated with Food Scraps, paper egg cartons, pieces of unpainted and untreated wood, and small pieces of unpainted and untreated wallboard. No Discarded Material shall be considered Organic Materials, unless such material is separated from Recyclable Material and Solid Waste.

1.83 Owner(s)

“Owner(s)” means the Person holding legal title to the real property constituting the Premises to which Collection services are provided.

1.84 Party(ies)

“Party(ies)” refers to City and Contractor, individually or together.

1.85 Person

“Person” means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, or governmental entity, including the United States, the State of California, the County of Santa Clara, and special-purpose districts.

1.86 Premise

“Premise” means any land or building, as defined in City Code Section 16.1, where Recyclable Materials, Organic Materials, or Solid Waste is generated or accumulated.

1.87 Prior Agreement

“Prior Agreement” means the agreement between City and Contractor, entitled “Agreement between the City of Mountain View and Recology Mountain View for Recyclable Materials, Organic Materials and Solid Waste Collection Services” dated February 6, 2013.

1.88 Public Works Director

“Public Works Director” means the Public Works Director or equivalent officer of City, as designated by City.

1.89 Processing

“Processing” means to sort, separate, prepare, treat, bale or otherwise package, compost, cure, or to take other steps necessary to re-use materials, or to remanufacture, reconstitute, and or create new products from Recyclable Materials and Organic Materials. Processing includes Reuse, Recycling and Composting, excludes energy conversion processes except by prior approval of City, and excludes alternative disposal cover for use at a landfill.

1.90 Rate Period

“Rate Period” means the twelve-month period, commencing July 1 of one year and concluding June 30 of the next year, for which Contractor’s Compensation and Rate adjustments are calculated.

1.91 Rate, Rates

“Rate” or “Rates” means the monetary amount(s) to be charged to a Customer by City for providing Collection of Recyclable Materials, Organic Materials, Solid Waste, and other materials.

1.92 Recyclable Materials, Recyclables

“Recyclable Materials” and “Recyclables” mean non-putrescible Discarded Materials that have been Source-Separated and that can be Recycled.

1.93 Recycled, Recycling

“Recycled” and “Recycling” mean the process of sorting, cleansing, treating and reconstituting materials and returning such materials to the economy in the form of raw materials for new, Reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace. Recycling excludes energy conversion processes except by prior approval of City, and excludes alternative disposal cover for use at a landfill.

1.94 Residential

“Residential” means any of the land uses categorized “residential” by Chapter 36 (Zoning) of the Mountain View Municipal Code of, from, or pertaining to Single-Family Dwellings and Multi-Family Dwellings, including Single-Family homes, apartments, row houses, condominiums, townhouse complexes, mobile home parks, and cooperative apartments.

1.95 Residential Premises

“Residential Premises” mean individual dwelling units such as Single-Family Dwellings (including townhouses, Multi-Family Dwellings, row houses, apartments, and condominiums), mobile home park dwelling units, and cooperative apartments.

1.96 Residue

“Residue” means unrecoverable materials resulting from Processing intended for Disposal due to lack of other options for viable use.

1.97 Reuse, Reusable

“Reuse” or “Reusable” means to place back into use an object or material that would otherwise be Recycled or Disposed.

1.98 Service Day

As to a particular Customer, “Service Day” means any day on which Collection from such Customer is scheduled to occur.

1.99 Service Fee

“Service Fee” means the fee owed by Contractor to City pursuant to Section 10.01, and any other fees that may be collected by City pursuant to Article 10.

1.100 Services

“Services” means Ordinary Services, Special Services and Unscheduled Services provided by Contractor.

1.101 Service Sector

“Service Sector” means Collection services for each of the following locations: Single-Family Dwellings; Multi-Family Dwellings; Commercial; and City Facilities.

1.102 Single-Family, Single-Family Dwelling, SFD

“Single-Family,” “Single-Family Dwelling,” or “SFD” means a Premise used as a Residential dwelling and includes single-family dwellings and each unit of a duplex, triplex, fourplex, townhouse, row house, or mobile home park dwelling unit where individual Recyclable Materials, Organic Materials, and Solid Waste Collection services are provided separately to each dwelling unit.

1.103 Single-Stream Recyclable Materials

“Single-Stream Recyclable Materials” means Recyclable Materials which have been Commingled at the point of generation or Collection.

1.104 Small Multi-Family Complex(es)

“Small Multi-Family Complex(es)” means a Multi-Family Complex that contains five (5) to eight (8) individual Residential dwellings. Small Multi-Family Complexes may have individual Carts or centralized Bin service as determined by Contractor and approved by City. Small Multi-Family Complexes may include townhouses, row houses, and five-plex through eight-plex developments.

1.105 SMaRT Station®

“SMaRT Station” means the Sunnyvale Materials Recovery and Transfer Station located at 301 Carl Road in Sunnyvale, California and owned by the cities of Mountain View, Palo Alto, and Sunnyvale. Contractor will deliver Recyclable Materials, Organic Materials, and Solid Waste to

the SMART Station unless otherwise directed by City or otherwise provided for in this Agreement.

1.106 Solid Waste

“Solid Waste” means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including Construction and Demolition Debris and materials that would be Recyclable Materials and Organic Materials but for the fact that they have not been Source-Separated. For the purposes of this Agreement, “Solid Waste” does not include abandoned vehicles and parts thereof, Hazardous Waste, low-level radioactive waste, or Biomedical Waste.

1.107 Source-Separated

“Source-Separated” shall mean materials which have been segregated from Solid Waste at the point of generation. Source-Separated materials typically include materials placed for Collection as Single-Stream Recyclable Materials, Dual-Stream Recyclable Materials, Yard Trimmings, or other Organic Materials.

1.108 Source-Separated Recyclable Materials

“Source-Separated Recyclable Materials” shall mean Single-Stream and Dual-Stream Recyclable Materials which have been segregated by the Generator and placed in separate Containers by material type (e.g., cardboard, mixed paper, glass bottles, aluminum cans) for purposes of Collection or drop-off.

1.109 Special Project(s)

“Special Project(s)” means the various studies, audits, plans, and other periodic projects described in Article 7.

1.110 Special Service(s)

“Special Service(s)” means services provided by Contractor pursuant to this Agreement, that are normally regularly scheduled but are provided to only a subset of Customers at any given time, including, but not limited to, Residential backyard service, key services, roll-out services, steam cleaning services, and Bin painting services.

1.111 State

“State” means the State of California.

1.112 Subcontractor

“Subcontractor” means a Person which has entered into a contract with Contractor for the performance of Contractor’s obligations under this Agreement.

1.113 Tier One Commercial Edible Food Generators

“Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

- A. Supermarket.

- B. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- C. Food Service Provider.
- D. Food Distributor.
- E. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Agreement.

1.114 Tier Two Commercial Edible Food Generators

“Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

- A. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- B. Hotel with an on-site food facility and 200 or more rooms.
- C. Health facility with an on-site food facility and 100 or more beds.
- D. Large Venue.
- E. Large Event.
- F. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- G. A local education agency with an on-site food facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Agreement.

1.115 Term

“Term” means the Term of this Agreement, as set forth in Article 3.02, including any extensions thereto.

1.116 Ton, Tonnage

“Ton, or Tonnage” means a unit of measure for weight equivalent to 2,000 pounds where each pound contains 16 ounces.

1.117 Universal Waste, U-Waste

“Universal Waste,” or “U-Waste,” means all wastes defined by Title 22, Subsections 66273.1 through 66273.9 of the California Code of Regulations. These include, but are not limited to, Batteries, fluorescent light bulbs, mercury switches, and Electronic Waste.

1.118 Unscheduled Service

“Unscheduled Service” means all services provided by Contractor pursuant to this Agreement that are not regularly scheduled, that Customers schedule in advance with City or Contractor, and that are exclusive to this Agreement. Unscheduled Services include, but are not limited to,

temporary Debris Boxes, On-Call Plus service, Bin for a Day, Bulky Item service, Recycling Clean-Outs, and other similar services enumerated in Article 5.

1.119 Used Motor Oil

“Used Motor Oil” means used motor oil from automobiles and other light duty vehicles intended for personal use which is removed from cars at a Residential Premises and not as a part of a for-profit or other business activity.

1.120 Used Motor Oil Filter

“Used Motor Oil Filter” means a used motor oil filter from automobiles and other light duty vehicles intended for personal use which is removed from the vehicle at a Residential Premises and not as a part of a for-profit or other business activity.

1.121 Utility Billings

“Utility Billings” means statements of charges issued by City, including for services rendered by Contractor, to Owners or Occupants of property, for Services provided pursuant to this Agreement.

1.122 Yard Trimmings

“Yard Trimmings” means a subset of Organic Materials consisting of grass cuttings, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, and similar materials generated at Premises, separated and set out for Collection, and subject to any limitations specified by the Designated Facility. Yard Trimmings does not include materials not normally produced from gardens or landscape areas, such as, brick, rock, gravel, large quantities of dirt, concrete, sod, non-organic wastes, oil, and painted or treated wood products. Diseased plants and trees may be excluded from Yard Trimmings upon mutual consent of City and Contractor.

Article 2: Representation and Warranties of Contractor

Contractor represents and warrants, as of the date of this Agreement, the following:

2.01 Corporate Status

Contractor is a corporation, duly organized, validly existing and in good standing under the laws of the State of California, and is qualified to do business in the State of California.

2.02 Corporate Authorization

Contractor has the authority to enter into and perform its obligations under this Agreement. The directors (and shareholders if necessary) of Contractor have taken all actions required by law, the articles of incorporation and bylaws or otherwise to authorize the execution of this Agreement.

2.03 Agreement Duly Executed

The persons signing this Agreement on behalf of Contractor have been authorized to do so and this Agreement constitutes a legal, valid and binding obligation of Contractor.

2.04 No Conflict with Applicable Law or Other Documents

Neither the execution and delivery by Contractor of this Agreement, nor the performance by Contractor of its obligations hereunder (i) conflicts with, violates or will result in a violation of any existing Applicable Law; or (ii) conflicts with, violates or will result in a breach or default under any term or condition of any existing judgment, order or decree of any court, administrative agency or other governmental authority, or of any existing contract or instrument to which Contractor is a party or by which Contractor is bound.

2.05 No Litigation

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

2.06 Financial Condition

Contractor has made available to City information on its financial condition. Contractor recognizes that City has relied on this information in evaluating the sufficiency of Contractor's financial resources to perform this Agreement. To the best of Contractor's knowledge, this information is complete and accurate, does not contain any material misstatement of fact and does not omit any fact necessary to prevent the information provided from being materially misleading.

City of Mountain View Article 2: Representation and Warranties of Contractor
Agreement Between City of Mountain View and Recology Mountain View

2.07 Ability to Perform

Contractor has the expertise and professional and technical capability to perform all of its obligations under this Agreement.

2.08 Contractor's Investigation

Contractor has made an independent investigation and analysis, the results of which are satisfactory to Contractor, of the conditions and circumstances surrounding the Agreement, its content and preparation, and the work to be performed by Contractor under the Agreement. The Agreement accurately and fairly represents the intentions of Contractor, and Contractor enters into this Agreement on the basis of that independent investigation and analysis.

Article 3: Term of Agreement

3.01 Effective Date

The Effective Date of this Agreement shall be July 1, 2021.

3.02 Term

The Term of this Agreement shall begin on the Effective Date and end at midnight on June 30, 2031, unless earlier terminated, or extended as provided in Section 3.03.

3.03 Option to Extend Term

The City may extend the Term of this Agreement for up to a maximum of four (4) years, in one (1) year or multi-year or partial-year increments, and on the same terms and conditions. If City wishes to extend the Agreement beyond June 30, 2031, or beyond any then-current extension, it shall deliver a written notice to Contractor at least six (6) months before the Agreement's then-pending expiration date stating the period of time by which it wishes to further extend the Term.

3.04 Conditions to Effectiveness of Agreement

A. **Obligation of City to Perform.** The obligation of City to perform under this Agreement is subject to satisfaction, on or before the Effective Date, of each of the conditions set out below, each of which may be waived in whole or in part by City:

1. **Accuracy of Representations.** The representations and warranties made by Contractor in Article 2 shall be true and correct on and as of the Effective Date.
2. **Absence of Litigation.** There shall be no litigation pending on the Effective Date in any court challenging the execution of this Agreement or seeking to restrain or enjoin its performance.
3. **Effectiveness of City's Approval.** The approval of this Agreement by City shall have become effective, pursuant to California law, on or before the Effective Date.
4. **Performance Bond.** Contractor shall have provided a performance bond meeting the requirements of Section 13.03.

B. **Obligation of Contractor to Perform.** The obligation of Contractor to perform under this Agreement is subject to the satisfaction, on or before the Effective Date, of the conditions set forth below, each of which may be waived in whole or in part by Contractor.

1. **Absence of Litigation.** There shall be no litigation pending on the Effective Date in any court challenging the execution of this Agreement, or seeking to enjoin its performance.
2. **Effectiveness of City's Approval.** The approval of this Agreement by City shall have become effective, pursuant to California law.

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- C. **Notice.** If either Party wishes to assert that a condition for its benefit has not been satisfied and has not been waived, it must deliver written notice to that effect to the other Party on or before the Effective Date. If no such notice is received, the Agreement will become effective on the Effective Date.
- D. **Disclosure.** Between the date of execution of this Agreement and the Effective Date, Contractor shall disclose to City all of Contractor's activities that may reasonably be expected to materially affect Contractor's ability to perform, or cost of performing this Agreement, such as union negotiations.
- E. **Good Faith.** Each Party is obligated to perform in good faith the actions, if any, which this Agreement requires it to perform before the Effective Date and to cooperate towards the satisfaction of the conditions set forth above.

Article 4: Scope of Agreement

4.01 Rights and Privileges

- A. **General.** Pursuant to California Public Resources Code Section 40059 and the Municipal Code of the City of Mountain View Section 16.17, City hereby grants to Contractor the exclusive right and privilege, during the term of this Agreement, to collect and transport all Recyclable Materials, Organic Materials, and Solid Waste (including Construction and Demolition Debris) generated in City as specified in Article 4.02, except as otherwise excluded in this Article 4 and in Article 7.06. Contractor shall retain the exclusive rights and privileges granted by this Article 4 unless and until this Agreement is terminated as provided in Article 14.
- B. **Exclusions.** The granting of the rights and privileges in this Article 4.01 and Article 4.02 shall not preclude the categories of materials identified in Article 4.03 from being delivered to, collected, and transported by third parties including Contractor acting independently of this Agreement on a nonexclusive basis. City may permit the collection, recycling or disposal of any of the categories of materials identified in Article 4.03 by Persons other than Contractor without seeking or securing any approval from Contractor. However, nothing in this Agreement is intended to nor shall be construed to excuse any person from obtaining any authorization from City which is otherwise required by law and the Municipal Code including, but not limited to, obtaining a non-exclusive collection agreement and a business license prior to providing such services.

4.02 Scope of Agreement

- A. Through this Agreement, City grants to Contractor the exclusive right and privilege to collect and transport the following materials to Designated Facilities, except as otherwise provided in Section 4.03:
1. Solid Waste generated at Residential Premises, Commercial Premises, Industrial Premises and City Facilities;
 2. Recyclable Materials generated at Residential Premises, Commercial Premises, Industrial Premises and City Facilities or brought to the Mountain View Recycling Center;
 3. Yard Trimmings and Organic Materials generated at Residential Premises, Commercial Premises, Industrial Premises and City Facilities; and
 4. Construction and Demolition Debris generated at Residential Premises, Commercial Premises, Industrial Premises and City Facilities.

4.03 Limitations on Scope

Contractor, acting independently of this Agreement, and other Persons, may collect, recycle or dispose any of the following materials, in the manner enumerated below, subject to the requirements and City rights contained in the Municipal Code and Article 4.01:

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- A. Commercial/Industrial Recyclable Materials Generator is selling, donating, or giving to a charitable organization, Hauling Service or Recycling processor, provided that no compensation of any kind is given to the charitable organization, Hauling Service or Recycling processor for any purpose, including, but not limited to: (1) sorting of materials, collection, storage or disposal; (2) materials transport (hauling); (3) disposal of processing residues generally or as a deduction from the sale of recyclables; or (4) consultation or management services, provided incidentally or as part of an overall service. Hauling Service must collect Source-Separated Recyclable Materials in open containers (not Compactors).
- B. Major Appliances removed from Residential Premises and Commercial Premises by retailers or their subcontractors as an incidental part of appliance replacement services.
- C. Recyclable Materials donated by Generator directly (without any intermediary) to youth, civic or charitable organizations that are Source-Separated and set aside separate from Carts or Bins for pick-up on a different day than Contractor's scheduled service.
- D. Recyclable beverage containers Source-Separated and transported personally by Generator or by using its own employees (and not any subcontractor, affiliated company, or third party) to a State certified recycling center for Recycling under the California Beverage Container Recycling Litter Reduction Act, California Public Resources Code Section 14500 et seq.
- E. Recyclable Materials, Organic Materials, and Solid Waste generated at any Residential Premises, and that are transported personally by Owner or Occupant of such Premises to a licensed Solid Waste disposal, transfer or processing facility in a manner consistent with the Municipal Code and other Applicable Laws.
- F. Yard Trimmings generated at a Premise by a gardening, landscaping, or tree trimming business and hauled from the Premise by the business as an incidental part of a total service provided by that business, and within twenty-four (24) hours of completion of the service. Such materials shall be transported in vehicles and containers owned and operated by the business providing the total service, using its own employees and not any subcontractor, affiliated company, or third party.
- G. Tree trimmings, clippings, and all similar materials generated at public parks, public golf courses and other City-maintained public premises, which are picked-up and transported by City to a Designated Facility.
- H. Construction and Demolition Debris generated at a Premise by a construction, remodeling or demolition services business and hauled from the Premise by the business as an incidental part of a total service provided by that business. Such materials shall be transported in vehicles and containers owned or leased by the business providing the total service, using its own employees and not any subcontractor, affiliated company, or third party.
- I. Recyclable Materials, Yard Trimmings and Solid Waste generated at a Premise and hauled from the Premise by a Junk Removal Service as an incidental part of a total service provided by that business, using a vehicle commonly described as a dump truck or van where the container is permanently attached to the vehicle. Such materials shall be transported in

vehicles owned or leased by the business providing the total service, using its own employees and not any subcontractor, affiliated company, or third party. The exception in this subsection I is voided if the Junk Removal Service uses a vehicle commonly described as a roll-off box truck, whether or not the container is kept on the vehicle or left on the Premises. Similarly, the exception is voided if the Junk Removal Service provides Curbside service where items are left at the curb or on the driveway by Generator for loading by the Junk Removal Service.

- J. Junk, antiques, used building materials, and other consumer goods of the type typically collected by Junk Dealers that are Source-Separated by Generator, and sold or donated by Generator to a Junk Dealer for the purpose of restoration and/or resale, and are not transported to a Disposal or Processing facility; provided that no compensation of any kind is given to the Junk Dealer, including any of the types of compensation listed in Section 4.03.A, and provided further that this exclusion shall not apply to Source-Separated Recyclable Materials.
- K. Recyclable Materials, Organic Materials, and Solid Waste generated by State facilities (including public schools) provided that Generator has arranged for Collection under separate agreement through Contractor, or other Hauling Service in possession of a non-exclusive collection agreement from City.
- L. Recyclable Materials, Organic Materials and Solid Waste collected by parties other than Contractor as a direct consequence of conducting a pilot program(s), as approved by City pursuant to Section 7.11.
- M. Removal of Recyclable Materials, Solid Waste (including Construction and Demolition Debris) and other debris following a major accident, disruption, or natural calamity, as approved by City.
- N. Animal waste and remains from slaughterhouses or butcher shops, grease, and used cooking oil. Generator and collector shall comply with the Mountain View Municipal Code to provide proper containers and maintain collection records available to City inspectors at any time.
- O. Biomedical Waste.
- P. Hazardous Waste, including Household Hazardous Waste, E-Waste and Universal Wastes.
- Q. Designated Waste.
- R. Byproducts of sewage treatment, including sludge, sludge ash, grit and screenings.
- S. Edible Food that is collected from a Generator by other Person(s), such as a Person from a Food Recovery Organization or Food Recovery Service, for the purposes of Food Recovery; or that is transported by the Generator to another location(s), such as the location of a Food Recovery Organization, for the purposes of Food Recovery, regardless of whether the Generator donates, sells, or pays a fee to the other Person(s) to collect or receive the Edible Food from the Generator.

4.04 Enforcement of Contractor's Exclusive Rights

Contractor shall use reasonable efforts to enforce the exclusive rights and privileges granted to Contractor pursuant to this Agreement to prevent third parties from providing unauthorized services in City. In the event that Contractor reasonably believes a third party is providing such services in City, it shall notify City thereof, together with the basis of such belief and consult with City before pursuing its legal remedies to protect its exclusive rights and privileges under this Agreement. City may, but is not obligated to, assist the Contractor in protecting its exclusive rights and privileges under this Agreement. Reasonable and necessary documented costs expended by Contractor in protecting its rights and privileges, and with prior approval of City, shall constitute an Allowable Expense.

Article 5: Collection Services

5.01 General

The work to be performed and services to be provided by Contractor include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the work and provide the services described, at the times and in the manner required, by this Agreement. The enumeration of, and specification of requirements for, particular items of labor, supervision, equipment, materials or supplies shall not relieve Contractor of the duty to furnish all others, as may be required, whether enumerated in this Article, in Attachment C, elsewhere in the Agreement, or not.

Contractor shall perform the work and provide the services pursuant to this Agreement in a thorough and professional manner so that residents and businesses within City are provided reliable, courteous, and high-quality service at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner provided in this Article, whether such other aspects are enumerated in this Article, in Attachment C, elsewhere in the Agreement, or not.

Contractor shall order equipment, hire employees, obtain permits and licenses, initiate public education, and complete all of the steps necessary to perform services as required, and to implement new services authorized by City.

The three tables in Attachment G, Residential Service Tables summarize Residential Collection services. In Table 3, the grouping of residential service descriptions are by material type rather than by "single-family" and "multi-family" to represent City's effort to develop an improved method to accurately describe how services relate to housing type and the variations in service.

The "start date" or "implementation date" for services enumerated in this Article that are considered "new" services (i.e., they were not performed by Contractor prior to the execution of this Agreement), shall be as enumerated in Attachment E. If a start date or implementation date is not enumerated in Attachment E, the start date or implementation date for such service shall be July 1, 2021.

5.02 Solid Waste Collection

Contractor acknowledges City is committed to diverting materials from Disposal through the implementation of Source Reduction, Reuse, Recycling, and Composting programs and that City may at some time in the future implement, in accordance with Section 15.12, new programs that may impact the overall quantity or composition of Solid Waste to be Collected by Contractor. Contractor shall follow requirements for Containers and Collection in Article 8 in addition to specific requirements below.

A. Single-Family Dwellings (SFD) – Solid Waste.

1. **General.** The Collection methodology for SFDs is Carts. Contractor shall Collect Solid Waste from SFDs once per week on a Monday through Friday schedule except when

Holidays affect Collection schedules and Saturday Collection is necessary. Contractor shall provide each Customer with a Cart sufficient to contain Customer's weekly flow of Solid Waste in accordance with the service options and Rates set forth on Attachment P, provided that no less than twenty (20) gallons of Container capacity is provided for every one (1) dwelling unit weekly, unless otherwise directed by City. Carts shall be provided at no additional charge to Customers above the applicable Rate for monthly Collection service specified in Attachment P. Contractor shall provide unscheduled Collection service within one (1) Business Day of Customer's request and shall notify City to charge Customer as specified in Attachment P.

2. **Collection Location.** Contractor shall Collect Carts Curbside unless Occupant is provided a Residential backyard Collection exemption (Article 5.02.A.4). In such case, Contractor shall Collect Carts from, and return Carts to, the alternative service location (such as the side yard or backyard) specified by Customer and approved by City.
3. **Extra Set-Outs.** Contractor shall also collect Extra Set-Outs of Solid Waste by Customer in a garbage bag, of no more than 32-gallon capacity, with a prepaid extra garbage sticker attached. Contractor's drivers shall not accept cash, check, gift or gratuity from Customers to Collect such Extra Set-Out services.
4. **Backyard Collection Exemption.** Unless otherwise directed by City, SFD Customers are eligible for backyard Collection exemption if no Occupant of the Residential Premises is physically able to place Carts at the curb for Collection due to age or physical inability, based on either: (a) evidence of disability issued by the California Department of Motor Vehicles or other sufficient evidence; or (b) observation of an obvious disability or inability noted by City or Contractor.
 - a. Customers desiring this service may be required to submit an application, in a form approved by City. City shall review applications to determine whether the Customer meets City's eligibility criteria and shall provide a response within five (5) Business Days after receipt of the application.
 - b. The Contractor shall make reasonable accommodations with regard to provision and servicing of Containers (e.g., Container size and type, placement of Containers for Collection, etc.) which will be at no additional charge to Customers who meet City's backyard Collection criteria.
 - c. Contractor will notify all new service recipients upon signing up for service of the backyard Collection options.
5. **Obstructions.** Contractor shall provide Collection service regardless of the difficulty in making such Collection, as long as it is safe for Contractor's personnel to do so. Contractor shall use manual or semi-automated Collection for Carts blocked by vehicles, overhanging trees, basketball hoops, utility pipes and meters, other Carts, cardboard, or Extra Set Outs. Contractor shall follow the process in Article 8 if Contractor does not Collect materials for any of the reasons stated in said Article.

B. Multi-Family Dwellings (MFD) – Solid Waste. Contractor shall Collect Solid Waste from all Small and Large Multi-Family Complexes.

1. **Collection Methodology.** Contractor shall offer the following Collection service methodologies, which are further detailed in 5.02.B.2 and 5.02.B.3 below:
 - a. **Small Multi-Family Complex.** Contractor shall allow each Small Multi-Family Complex to use individual or shared Carts, or shared Bins, for Solid Waste Collection in accordance with the service options set forth in Attachment P.
 - b. **Large Multi-Family Complex.** Contractor shall provide each Large Multi-Family Complex with centralized Bins for Solid Waste Collection shared by Large MFDs in accordance with the service options set forth in Attachment P.
2. **Cart Service for Small MFDs.** Contractor shall provide one (1) or more Carts to each Small MFD sufficient to contain each MFD's weekly flow of Solid Waste in accordance with the service options and Rates set forth in Attachment P, provided that no less than twenty (20) gallons of Container capacity is provided weekly for every one (1) Small MFD, unless otherwise directed by City. Carts may be shared among Small MFDs as determined by City.
 - a. Contractor shall collect Carts Curbside not less than once per week on a Monday through Friday schedule except when Holidays affect collection schedules and Saturday collection is necessary. Contractor shall provide unscheduled Collection service within one (1) Business Day of Customer's request and notify City to charge Customer as specified in Attachment P. Contractor shall also collect extra Solid Waste if set out by Customer in a garbage bag, of no more than 32-gallon capacity, with a prepaid extra garbage sticker attached.
 - b. Backyard Collection Exemptions, per Article 5.02.A.4, shall be available to Small MFDs with Cart service.
3. **Bin Service for MFDs.** Contractor shall provide one (1) or more Bins sufficient to contain each MFD's weekly flow of Solid Waste in accordance with the service options set forth in Attachment P. Contractor shall provide Unscheduled Collection service, such as extra Collection, within one (1) Business Day of Customer's request and shall notify City to charge Customer as specified in Attachment P.
4. **Obstructions.** Contractor shall provide Collection service regardless of the difficulty in making such Collection as long as it is safe for Contractor's personnel to do so. Contractor shall Collect, using manual or semi-automated means, for Carts blocked by vehicles, overhanging trees, basketball hoops, utility pipes and meters, other Carts, and Extra Set Outs.

Contractor shall not be obligated to collect Bins blocked by vehicles or large amounts of overflowing Solid Wastes provided driver has regularly Collected previously (not causing the overflow) and notified Supervisor of any problems; and Contractor has advised

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Customer of corrections needed in writing and through personal contact. Contractor shall follow the process in Article 8 if Contractor does not Collect materials and for the reasons stated in said Article.

5. **Distance Fees.** Contractor shall not charge a distance fee to service Bins three (3) cubic yards or less in capacity or any-sized wheeled Carts, provided they are stored in enclosures or on private property within thirty (30) feet of access by Contractor's Collection vehicle, and provided that access to the Containers is paved and the slope is less than seven percent (7%) (e.g. about equivalent to a handicap ramp). If a dispute arises between Customer and Contractor, City will make the final determination on the slope of the access. Contractor shall notify City to charge Multi-Family Complexes or individual MFD Customers for distance charges, as specified in Attachment P, for providing Collection service to Containers that do not meet the foregoing criteria.

Containers that are four (4) cubic yards or larger in capacity, or do not have wheels, shall be stored in a location that is accessible by Contractor's collection vehicle. Contractor shall cooperate with Customer to designate a Collection location that is reasonably convenient to both Customer and Contractor, and is reasonably acceptable to City.

6. **Collection Location.** Contractor shall give consideration when determining the Collection location for Multi-Family Complexes to ensure the flow of traffic is not impeded and it does not result in aesthetic degradation of an area. The designated Collection location, if disputed by Customer or Contractor, shall be determined by City. Additionally, if, in City's opinion, the location of an existing Collection location is inappropriate, City may require Customer or Contractor to relocate the Collection Containers.

C. Commercial Premises – Solid Waste. Contractor shall Collect Solid Waste as follows.

1. **Collection Methodology.** Contractor shall offer the following Collection service methodologies:
 - a. **Individual Cart or Bin Service.** Contractor shall allow each Commercial Premise to use Carts or Bins for Solid Waste Collection in accordance with the service options and Rates set forth in Attachment P and at the service level in (2), below.
 - b. **Centralized Cart or Bin Service.** With approval of City, Contractor shall allow two (2) or more adjacent tenant spaces in a multi-tenant building to share Carts or Bins for Solid Waste Collection if the Utility Billing is subscribed to the property owner. Service shall be provided in accordance with the service options and Rates set forth in Attachment P and at the service level in (2) below.
 - c. **Drop Boxes and Compactors.** Contractor shall allow a Commercial Customer to use a Drop Box or Compactor for Solid Waste Collection to meet the Customer's Disposal needs. In such case, Contractor shall provide the Customer with a choice of Drop Box capacities as specified in Attachment P and at the service level in (2)

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below. Contractor shall notify City to charge Customer the Rate specified in Attachment P.

2. **Service Level.** Contractor shall provide one or more Containers, as subscribed for by Customer(s), sufficient to contain Customer's weekly flow of Solid Waste.

Contractor shall Collect Solid Waste from Commercial Premises as frequently as subscribed for by Customer, but not less than once per week Monday through Friday, and not less than twice per week for food establishments in the Downtown Precise Plan or other areas as approved by City.

To be eligible for Bin Collection service on Saturdays, Customer(s) must subscribe to a minimum service Collection frequency of three (3) times per week.

Contractor shall provide Bins in sizes and quantities to handle Customer's weekly flow of Solid Waste. Contractor shall maximize Collection efficiency by providing Customer with larger or additional Bins Collected once or twice per week rather than providing Customer with many small Bins collected daily. If Customer's subscribed-for service level is insufficient to handle Customer's weekly flow of Solid Waste, Contractor has the right to provide larger and/or more Containers and/or to increase the frequency of Collection service, and to charge Customer accordingly.

Contractor shall provide unscheduled Collection service within one (1) Business Day of Customer's request and shall notify City to charge Customer as specified in Attachment P.

3. **Obstructions.** Contractor shall provide Collection service regardless of the difficulty in making such Collection as long as it is safe for Contractor's personnel to do so. Contractor shall Collect, using manual or semi-automated means, for Carts blocked by vehicles, overhanging trees, basketball hoops, utility pipes and meters, or other Carts.

Contractor shall not be obligated to Collect Bins blocked by vehicles or large amounts of overflowing Solid Wastes provided driver has regularly Collected previously (not causing the overflow) and notified Supervisor of any problems; and Contractor has advised Customer of corrections needed in writing and by personal contact between Contractor and Customer. Contractor shall follow the process in Article 8 if Contractor does not Collect materials for any of the reasons stated in said Article.

4. **Distance Fees.** Contractor shall not charge a distance fee to service Bins three (3) cubic yards or less in capacity or any-sized wheeled Carts, provided they are stored in enclosures or on private property within thirty (30) feet of access by Contractor's Collection vehicle, and provided that access to the Containers is paved and the slope is less than seven percent (7%) (e.g. about equivalent to a handicap ramp). If a dispute arises between Customer and Contractor, City will make the final determination on the slope of the access. Contractor shall notify City to charge Customers for distance charges as specified in Attachment P, for providing Collection service to Containers that do not meet the foregoing criteria.

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Containers that are four (4) cubic yards or larger in capacity, or do not have wheels, shall be stored in a location that is accessible by Contractor's Collection vehicle. Contractor shall cooperate with Customer to designate a Collection location that is reasonably convenient to both Customer and Contractor, and is reasonably acceptable to City.

D. City Facilities – Solid Waste. Contractor shall Collect Solid Waste from City Facilities as set forth in Attachment L, as frequently as scheduled by City, but not less than once per week. Service levels for City Facilities are set forth in Attachment L. City must subscribe to a minimum service level of three (3) times per week Bin Collection at specific locations in order to be eligible for Collection on Saturday at those same locations. The service locations as well as service frequencies may from time to time be amended.

1. **Collection Methodology.** Specifically, Contractor shall offer the following Collection service methodologies to such City Facilities:

- a. **Individual Cart or Bin Service.** Contractor shall allow each City Facility to use Carts, Bins, Compactors, or Drop Boxes for Solid Waste Collection in accordance with the service options available to Commercial Customers set forth in Attachment P.
- b. **Centralized Cart or Bin Service.** Contractor shall allow each City Facility to use Carts or Bins for Solid Waste Collection that are shared by the Occupants of two (2) or more adjacent City Facilities. In such case, Contractor shall provide one or more Carts or Bins as requested by City.
- c. **Drop Boxes and Compactors.** Contractor shall allow City to use a Drop Box or Compactor for Solid Waste Collection to meet City's Disposal needs. In such case, Contractor shall provide City with a choice of Drop Box capacities as specified in Attachment P.
- d. **Public Litter Receptacles.** Contractor shall Collect Solid Waste from public litter receptacles at the locations set forth in Attachment L. Contractor shall also Collect Solid Waste around public litter receptacles that is spilled or contained in bags or boxes. Contractor shall notify City if Solid Waste in or around public litter receptacles is the result of public dumping, and of any information Contractor has regarding the cause and responsible party(ies). These Collections will be made between one (1) and six (6) Days per week, as determined by City. City shall be responsible for providing and maintaining all such public litter receptacles. Contractor is responsible for notifying City if a public litter receptacle is inoperable within one (1) Business Day of observing or being notified of the defect. Contractor shall reimburse City for replacement of lost keys to receptacles.

On an annual basis, City may increase the number of public litter receptacles to be Collected by Contractor by an additional five percent (5%) of the total number of such receptacles in service as of January 1 of each Rate Period without additional compensation to the Contractor. The allocation of additional public litter receptacles placed in service will accrue from year to year for the Term. Any

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newly-added receptacles (whether under this section or Sections 5.03.D.5 or 5.05.D) must be located within thirty (30) feet of a location that Contractor's vehicles can safely access, with no enclosures or obstructions between the receptacle and such location.

- e. **Grit and Screenings.** If applicable, Contractor shall Collect grit and screenings from City's sewage treatment plant and pump stations and Dispose of the materials, at a Rate to be agreed between City and Contractor.
2. **Containers.** Contractor shall provide and maintain Collection Containers for City's use, with the exception of public litter, Recyclables, and Organics receptacles, which shall be provided and maintained by City. Contractor will offer the type and size of Collection Containers that Contractor provides Commercial Customers pursuant to Section 5.02.C.
3. **Tracking City Tonnage.** Contractor may integrate Collection of Recyclable Materials, Yard Trimmings, Organic Materials, and Solid Waste from City Facilities with other Collection services provided under this Agreement, provided that Contractor attributes estimated Tonnage Collected from City Facilities separately from other Customers upon City's request.

5.03 Recyclable Materials Collection

Contractor shall Collect Recyclable Materials from Customers that have segregated Recyclable Materials from Solid Waste and placed these materials in the Recyclable Materials Collection Container.

In accordance with Section 15.12, City may direct that Contractor modify its scope of service to include Collection of additional types of Recyclable Materials, whether Curbside or through drop-off at the Mountain View Recycling Center, beyond those defined in this Section 5.03. Subject to Contractor receiving any additional compensation to which Contractor is entitled under Section 15.12, such Recyclable Materials shall thereafter be considered Recyclable Materials. Contractor shall follow requirements for Containers and Collection in Article 8 in addition to specific requirements below.

Recyclable Materials shall be defined in this Article to include, but are not limited to, the following:

- Newspaper (including inserts, coupons, and store advertisements);
- Mixed paper (including office paper, computer paper, magazines, junk mail, catalogs, brown paper bags, paperboard, telephone books, books, colored paper, construction paper, envelopes, chipboard (tablet or product packaging backings), paper packing or craft paper, shredded paper, non-metallic wrapping paper, shoe boxes, cereal and other similar food boxes, unsoiled pizza boxes and donut boxes);
- Corrugated cardboard;
- Glass, metal, plastic, aseptic and carton containers as specified by City's Designated Recyclables Processing Facilities;

- For Residential Premises, Recyclable Materials also include Used Motor Oil, Used Motor Oil Filters, Used Cooking Oil, Household Batteries, compact fluorescent light bulbs, cell phones, or other recyclables accepted for processing at City's Designated Recyclables Processing Facilities.
- Materials accepted only at the Mountain View Recycling Center are listed in Article 5.11.

A. Single-Family Dwellings (SFD) - Recycling.

1. **General.** Contractor shall Collect Recyclable Materials from Single-Family Dwelling (SFD) Customers receiving Solid Waste Collection service, every other week and on the same day that Solid Waste Collection is provided unless modified by City. At Customer's request, Contractor shall provide Carts in the color and sizes shown in Attachment M for Recyclables Collection, at the Rates set forth in Attachment P. Contractor shall Collect Carts Curbside unless Customer is provided Residential backyard Collection service (Section 5.02.A.4). In such case, Contractor shall Collect Carts from, and return Carts to, the alternative service location (such as the side yard or backyard) specified by Customer and approved by City.
2. **Source-Separated Recycling.** Customer shall separate Recyclable Materials in the manner shown on Recycling Carts, with household food and beverage bottles, cans and containers separated from mixed paper, newspaper and small flattened cardboard. Cardboard that is too large to fit inside the Cart shall be flattened, folded or cut into 3 (three) foot by 3 (three) foot pieces, tied into a bundle and set against the side of the Cart.
3. **Non-Collection and Charges.** If Containers are Contaminated more than (five) percent (5%) by volume or weight with trash, non-Recyclables, or improperly placed Recyclables, the driver shall leave a non-Collection notice. If Contaminated Containers are set out for Collection a second time by the same Customer, Containers will be Collected as trash and Contractor shall notify City to charge Customer according to City's Rate schedule. Contractor shall follow the process in Article 8 if Contractor does not Collect materials and for the reasons stated in said Article. Contractor shall also follow the methods of controlling Contamination identified in Section 8.02.F.
4. **Extra Set-out.** During regular Curbside collection, Contractor shall Collect extra Recyclable Materials, throughout the year, placed in up to two (2) additional Containers of no more than 32-gallon capacity, such as paper bags, cardboard boxes, plastic crates, plastic cans or other Containers approved by City for Recyclable Materials, and placed at the Collection location by Customer and weighing not more than 50 pounds each with materials. Customer shall Source-Separate Recyclable Material similar to Curbside Recycling in Section 5.03.A.2, above. Contractor shall also Collect the Containers used for Extra Set-Out if Containers are themselves Recyclable, such as paper bags and cardboard boxes. Contractor shall not remove Customer's reusable plastic Containers from the Collection location, unless approved by Customer.

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5. **Textiles.** Customer may set out textiles in plastic bags clearly marked for textile donation next to their carts on collection day. Contractor shall offer all textiles collected to a reuse organization.
6. **Holiday Recycling.** For two (2) full weeks beginning December 26 (or the first Service Day following December 25), Customers shall be allowed unlimited Extra Set-Out of Recyclable Materials if placed in additional Containers described and prepared as in Section 5.03.A.2 and Section 5.03.A.4, above.
7. **Used Motor Oil and Used Motor Oil Filters.** Contractor shall Collect Used Motor Oil and Used Motor Oil Filters placed at the Collection location by Customers for Collection in Containers provided or approved by Contractor. Contractor shall not be required to Collect more than two (2) gallons of Used Motor Oil per Customer per Collection. Contractor shall provide up to two (2) one-gallon translucent plastic Used Oil jugs with screw-on tops for Collection and up to two (2) six (6) mil plastic zip-close type bags for Collection to SFD Customers, upon Customer's request, within five (5) Business Days of such request. Information about the program and set-out instructions shall be provided in English and Spanish with the jugs and bags. Information about translation services for Chinese and Russian may be included on the bag. Diversion of Used Motor Oil shall be calculated with a conversion factor of one (1) gallon of Used Motor Oil equaling seven (7) pounds.
8. **Used Household Cooking Oil.** Contractor shall Collect used household cooking oil placed at the Collection location by Customers for Collection in Contractor-approved containers, such as the original cooking oil container with screw-top lid. Contractor shall not be required to Collect more than two (2) gallons of Used Cooking Oil per Customer per Collection. Diversion of Used Cooking Oil shall be calculated with a conversion factor of one (1) gallon of Used Cooking Oil equaling seven (7) pounds.
9. **Household Batteries and Cell Phones.** Contractor shall Collect Household Batteries and cell phones (including cell phone batteries) placed on top of the Recyclable Materials Cart in Contractor-provided clear zip-close or tie-close plastic bags clearly marked "Used batteries and cell phones." Contractor shall Collect the bag and contents and leave a new bag for Customer. Customers will be notified to place all Household Batteries in the Contractor-provided bag and tape the terminals of cylinder and button cell batteries to prevent fire or explosion prior to placing in the plastic bag. While Customers will be encouraged to follow the participation parameters, Contractor shall Collect if Customers do not follow these instructions.
10. **Compact Fluorescent Light Bulbs.** Contractor shall Collect Compact Fluorescent Light bulbs placed on top of the Recyclable Materials Cart in Customer-provided clear zip-close or tie-close plastic bags.

B. Multi-Family Dwellings (MFD) – Recycling.

1. **General.** Multi-Family Dwelling Customers shall be entitled to receive every other week Collection of Recyclable Materials if utilizing individual split-Carts, and weekly collection

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if utilizing group (shared) Carts. All Customers shall be provided with service sufficient to contain Customer's weekly flow of Recyclables. The number and location of Containers and the frequency of Collection shall be mutually agreed to between Contractor and Owner or property manager of the Multi-Family Complex and City. Contractor shall Collect Recyclable Materials at the designated location agreed upon by Contractor and Customer. The designated Collection location, if disputed by Customer or Contractor, shall be determined by City.

2. **Technical Assistance.** Commercial Accounts receiving Recyclable Materials Collection shall receive technical assistance from Contractor, as described in Article 7.05.
3. **Collection Methodology.** As part of such service, Contractor shall provide the following Collection methodologies:
 - a. **Small Multi-Family Complexes** shall be provided with individual split-Carts or group (shared) Carts;
 - b. **Large Multi-Family Complexes** shall be provided with group (shared) Carts;
 - c. **Large Multi-Family Complexes with Chutes** shall be provided with group (shared) Dual-Stream Bins, if preferred by Customer. Contractor shall at all times collect Dual-Stream Bins separately and not mixed together in one Collection Vehicle.

For Customers using Bins, Contractor shall provide Bins in sizes and quantity to maximize Collection efficiency by providing large or multiple Bins and minimizing the frequency of Collection service.

4. **Source-Separated Recycling.** Customer shall separate Recyclable Materials in the manner shown on Recycling Carts, with household food and beverage bottles, cans and containers separated from mixed paper, newspaper and small flattened cardboard. For complexes with Carts, cardboard that is too large to fit inside the Cart shall be flattened, folded, or cut into 3 (three) foot by 3 (three) foot pieces, tied in a bundle and set against the side of the Cart. Large Multi-Family Complexes may also be provided with cardboard only Collection Bins.
5. **Non-Collection and Charges.** If Containers are Contaminated more than five percent (5%) by volume or weight with trash, non-Recyclables, or improperly placed Recyclables, the driver shall leave a non-Collection notice. If Contaminated Containers are set out for Collection a second time, Containers will be Collected as trash and Contractor shall notify City to charge Customer according to City's Rate schedule. Contractor shall follow the process in Article 8 if Contractor does not Collect materials for any of the reasons stated in said Article. Contractor shall also follow the methods of controlling Contamination identified in Section 8.02.F.
6. **Holiday Recycling.** For two full weeks beginning December 26 (or the first service day following December 25), Customers unlimited Extra Set-Out of Recyclable Materials from

all MFDs, as arranged by the property manager and Collected by Contractor. Materials shall be placed in durable paper bags, cardboard boxes, plastic crates, plastic cans, or other Containers of no more than 32-gallon capacity approved by City for Recyclable Materials, weighing not more than fifty (50) pounds each with materials and placed at the Collection location by Customer. Customer shall separate Recyclable Materials in a manner similar to Curbside Recycling with household food and beverage bottles, cans and containers separated from mixed paper, newspaper and small flattened cardboard. Contractor shall Collect Containers used for Extra Set-Out if Containers are themselves recyclable, such as paper bags and cardboard boxes. Contractor shall not remove Customer's plastic containers from the Collection location unless approved by Customer.

7. **Used Motor Oil and Used Motor Oil Filters.** As arranged by property manager, Contractor shall Collect Used Motor Oil and Used Motor Oil Filters placed at the Collection location for Collection in Containers provided or approved by Contractor. Contractor shall not be required to Collect more than two (2) gallons of Used Motor Oil per Customer per dwelling unit. Contractor shall provide up to two (2) one-gallon translucent plastic Used Oil jugs with screw-on tops for Used Motor Oil Collection and up to two (2) six (6) mil plastic zip-close type bags for Used Motor Oil Filter Collection to property manager, upon Customer's request, within five (5) Business Days of such request. Information about the program and set-out instructions shall be provided in English and Spanish with the jugs and bags. Information about translation services for Chinese and Russian may be included on the bag. Diversion of Used Motor Oil shall be calculated with a conversion factor of one (1) gallon of Used Motor Oil equaling seven (7) pounds.
8. **Used Household Cooking Oil.** As arranged by property manager, Contractor shall Collect used household cooking oil placed at the Collection location by Customer for Collection in Contractor-approved containers, such as the original cooking oil container with screw-top lid. Contractor shall not be required to Collect more than two (2) gallons of Used Cooking Oil per dwelling unit per Collection. Diversion of Used Cooking Oil shall be calculated with a conversion factor of one (1) gallon of Used Cooking Oil equaling seven (7) pounds.
9. **Household Batteries and Cell Phones.** As arranged by property manager, Contractor shall Collect from MFDs Household Batteries, cell phones and phone batteries placed at the Collection location in Contractor-provided clear zip-close or tie-close plastic bags clearly marked "Used batteries and cell phones." Contractor may empty the bag at the point of Collection and leave it to be reused by Customer by placing it inside the Cart handle, but shall provide a new bag if the old one is deteriorated. Customers will be notified to place all Household Batteries in the Contractor-provided bag and tape the terminals of cylinder and button cell batteries to prevent fire and explosion prior to placing in the plastic bag. While Customers will be encouraged to follow the participation parameters, Contractor shall Collect if Customers do not follow these instructions.

10. **Compact Fluorescent Light Bulbs.** As arranged by property manager, Contractor shall Collect from MFDs compact fluorescent light bulbs placed at the Collection location in Customer-provided clear zip-close or tie-close plastic bags.
11. **Textiles.** As arranged by property manager, Contractor shall collect textile donations from MFDs. Property manager shall provide their own collection container. Contractor shall collect no more than 2 cubic yards of bagged or otherwise contained textiles no more than once on a quarterly basis.

C. Commercial Premises – Recycling.

1. **General.** Commercial Customers shall be entitled to receive weekly, or more frequent, Collection of Recyclable Materials. Such service shall be either Single-Stream (Bins) or Source-Separated (Carts) Collection, as selected by Customer and approved by Contractor or City. As part of such service, Contractor shall provide Commercial Customer with one or more Carts, Bins, or Drop Boxes for Recyclable Materials from among the options specified in Section 8.05.C, as requested by Customer and commensurate with such Customer's needs. Contractor shall Collect Recyclable Materials at the designated location agreed upon by Contractor and Customer. The designated Collection location, if disputed by Customer or Contractor, shall be determined by City.
2. **Technical Assistance.** Commercial Accounts shall receive Recycling technical assistance from Contractor, as described in Article 7.04.
3. **Non-Collection and Charges.** If Containers are Contaminated more than five percent (5%) by volume or weight with trash, non-recyclables, or improperly placed Recyclables, the driver shall leave a Non-Collection Notice. If Contaminated Containers are set out for Collection a second time by the same Customer, Containers will be Collected as trash and Contractor shall notify City to charge Customer according to City's Rate schedule. Contractor shall follow the process in Article 8 if Contractor does not Collect materials for any of the reasons stated in said Article. Contractor shall also follow the methods of Controlling Contamination identified in Section 8.02.F.
4. **Theft Prevention.** In order to minimize the impact or occurrence of illegal dumping and theft of Recyclable Materials, Contractor may deliver Bins equipped with locks or offer Commercial Customers locks for enclosures, for a fee as specified in Attachment P. Contractor shall ensure such enclosures or Bins are locked after providing Collection service to them. Only Contractor, City, and participating Customers will be provided with a key to such locks or Bins.
5. **Centralized Cart or Bin Service.** With approval of City, Contractor shall allow two (2) or more adjacent tenant spaces in a multi-tenant building to share Carts or Bins for Recyclable Materials Collection if the Utility Billing is subscribed to Owner. Service shall be provided in accordance with the service options set forth in Attachment M.
6. **Drop Boxes and Compactors.** Contractor shall allow Commercial Customers to use Drop Boxes for Recyclable Materials at a reduced charge established by City as set forth in

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Attachment P. Compactors may not be used for Recyclable Materials except for compactors containing exclusively cardboard, if approved by City.

7. **Annual Recycling Clean-Out Service.** Up to once per year, Contractor shall provide extra Recycling Containers to Commercial Accounts, upon request of Customer, to facilitate clean-out of recyclable materials that could not otherwise be contained within Recycling Containers Customer normally subscribes to. Such extra Recycling Containers shall be delivered by Contractor to Customer, in a reasonable quantity as agreed to between Customer and Contractor, within one (1) week of Customer request, and may remain at Customer's premises for up to one (1) week following initial delivery, unless Customer requests an earlier pick up time. Extra Recycling Containers shall be serviced as often during the one (1) week period as agreed to between Customer and Contractor, up to daily service if needed. This service shall be provided for a fee per Rate Schedule in Attachment P.

D. City Facilities - Recycling.

1. **General.** City Facilities listed in Attachment L shall be entitled to receive Collection of Recyclable Materials at no charge to City at the frequency that prevents accumulation of Recyclable Materials which would otherwise limit the use of the Containers and/or cause overflowing of Containers. Such service shall be either Single-Stream or Source-Separated Collection, as selected by City. The City Facility shall be provided with service sufficient to contain City's weekly flow of Recyclable Materials. Contractor shall provide City Facility with one or more Carts, Bins, or Drop Boxes for Recyclable Materials from among the options specified in Section 8.05.C. The number and location of Containers and the frequency of Collection shall be mutually agreed to between Contractor and City.
2. **Centralized Cart or Bin Service.** Contractor shall allow City Facilities to use Carts or Bins for Recyclable Materials Collection that are shared by the Occupants of two (2) or more adjacent City Facilities. In such case, Contractor shall provide one (1) or more Carts or Bins to such Premises as requested by City.
3. **Drop Boxes and Compactors.** Contractor shall allow City Facilities to use Drop Boxes for Recyclable Materials at a reduced charge as set forth in Attachment P. Compactors may not be used for Recyclable Materials except for Compactors containing exclusively cardboard, if approved by City. Contractor shall allow City Facilities to use Compactors exclusively for cardboard, if approved by City.
4. **Annual Recycling Clean-Out Service.** Up to once per year, at no charge to City, Contractor shall provide extra Recycling Containers to City Facilities, upon request of City, to facilitate clean-out of recyclable materials that could not otherwise be contained within Recycling Containers City normally subscribes to. Such extra Recycling Containers shall be delivered by Contractor to City Facilities, in a reasonable quantity as agreed to between City and Contractor, within one (1) week of City request, and may remain at City Facility for up to one (1) week following initial delivery, unless City requests an earlier

pick up time. Extra Recycling Containers shall be serviced as often during the one (1) week period as agreed to between City and Contractor, up to daily service if needed.

5. **Public Recyclables Receptacles.** Contractor shall Collect Recyclables from public Recyclables receptacles co-located with public litter receptacles at the locations set forth in Attachment L identified as locations where Recyclables receptacles may be added, if City places such Recyclables receptacles at those locations. Contractor shall also Collect Recyclables around public Recyclables receptacles that are spilled. These collections will be made between one (1) and five (5) Days per week on weekdays, as determined by City. City shall be responsible for providing and maintaining all such public Recyclables receptacles. Contractor is responsible for notifying City within one (1) Business Day of observing or being notified that a public Recyclables receptacle is inoperable. Contractor shall reimburse City for replacement of lost keys to public Recyclables receptacles.

On an annual basis, City may increase the number of public Recyclables receptacles to be Collected by Contractor by an additional five percent (5%) of the total number of such receptacles in service as of January 1 of each Rate Period without additional compensation to Contractor. The allocation of additional public Recyclables receptacles placed in service will accrue from year to year for the Term.

5.04 Residential Organic Materials Collection

Services shall be provided to each Customer as follows.

A. Single-Family Dwelling (SFD).

1. **Basic Service.** Contractor shall Collect Organics from SFD Customers receiving Solid Waste Collection service weekly, and on the same day that Solid Waste Collection is provided. Contractor shall provide each SFD Customer receiving Solid Waste Collection service with one (1) Organics Cart, in the color and sizes shown in Attachment M. Customers shall be entitled to collection of one (1) Organics Cart at no additional charge beyond the charge for Solid Waste Collection.
2. **Collection Point.** Contractor shall Collect Carts Curbside unless Customer is provided Residential backyard Collection Service (Section 5.02.A.4). In such case, Contractor shall Collect Carts from, and return Carts to, the alternative service location (such as the side yard or backyard) specified by the Customer.
3. **Extra Carts.** SFD Customers with large amounts of Organics on a regular basis may receive additional Carts at the Rates set forth in Attachment P.
4. **Extra Set-Outs.** During regularly scheduled Collection throughout the year, Contractor shall Collect extra Organics placed in up to two (2) additional Containers of no more than 32-gallon capacity (such as paper bags, cardboard boxes, plastic crates, plastic cans, or other Containers provided by Customer and approved by City), and placed at the Collection location by Customer, and weighing not more than fifty (50) pounds each with

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materials. Contractor shall not remove Customer's reusable plastic or cardboard Containers from the Collection location.

B. Multi-Family Dwelling (MFD).

1. **Basic Service.** Contractor shall Collect Organics from MFD Customers weekly, or more often as determined by Contractor. Contractor shall provide each MFD Customer or Complex with appropriate number of Organics Carts or Bins, in the color and sizes shown in Attachment M.
2. **Collection Point.** Contractor shall Collect Carts or Bins at the same Collection location as for Solid Waste, except that Small Multi-Family Complexes may be Collected Curbside when it is determined by Contractor such a Collection location is necessary.

C. Holiday Tree Collection. Contractor shall annually Collect Holiday Trees from all Residential Premises as follows.

1. **SFD / Small MFD Cart Collection.** Contractor shall provide this service on the regularly scheduled yard Organics Collection day for the four (4) week period beginning December 26 (or the first Service Day following December 25), or two (2) Collection cycles. Contractor shall Collect green or flocked trees or pieces of trees, which are five feet (5') or less in length, void of tinsel, lights, ornaments, other decorations, and metal or plastic stands, and placed adjacent to Organics Cart. Contractor shall make accommodations and provide Collection service for Customers who are unable to cut trees into lengths of five feet (5') or less at no additional charge to the Customer. After the last service cycle for tree Collection, Contractor shall only Collect trees fitting inside a Organics Cart. These Collection parameters apply to both Curbside and backyard Collection Service.
2. **Large MFD Complexes.** Upon request of Owner or the property manager of a Large MFD Complex, Contractor shall, from December 26 (or the first Service Day following December 25) through January 31, Collect loose Holiday Trees from one (1) or more designated consolidation locations (e.g., adjacent to a Solid Waste enclosure) at the Large MFD Complex as determined by Owner or the property manager, at a time and frequency arranged with Contractor, at no additional charge.

Contractor shall be required to Collect all green and flocked trees or pieces of trees which are five feet (5') or less in length, void of tinsel, lights, ornaments, other decorations, and metal or plastic stands that are placed at the agreed upon location. Prior to December of each year, Contractor shall notify all Multi-Family Dwelling Customers of this program and explain the limitations of the program, the dates of service, and any materials preparation or participation requirements.

D. Non-Collection and Charges. If Containers are Contaminated more than five percent (5%) by volume or weight with trash or non-Organics, the driver shall leave a Non-Collection notice. If Contaminated Containers are set out for Collection a second time by the same Customer, Containers will be Collected as trash and Contractor shall notify City to charge Customer according to City's Rate schedule. Contractor shall follow the process in Article 8

if Contractor does not Collect materials for any of the reasons stated in said Article. Contractor shall also follow the methods of controlling Contamination identified in Section 8.02.F.

5.05 Commercial Organics Collection

- A. **Commercial Premises.** Commercial Accounts, including schools and Large Events and Venues, shall be entitled to receive Organic Materials Collection services at the Rates set forth on Attachment P. Contractor shall Collect Organic Materials from Commercial Premises as frequently as scheduled by Customer, but not less than once per week. Contractor shall offer to Commercial Customers Container options similar to those offered for Commercial Solid Waste Collection pursuant to Section 5.02.C.1, except Bins shall be offered in a maximum size of four (4) cubic yards and Carts shall be offered in 32-, 64-, and 96-gallon sizes.
- B. **City Facilities.** City Facilities set forth on Attachment L shall be entitled to receive Organic Materials Collection services. Contractor shall Collect Organic Materials from City Facilities as frequently as scheduled by City, but not less than once per week. Contractor shall offer to City Facilities Container options similar to those offered for Commercial Solid Waste Collection pursuant to Section 5.02.C.1. Collection services shall be provided at no cost to City.
- C. **Non-Collection and Charges.** If Containers are Contaminated more than the amount determined by the Designated Composting Facility to be acceptable with trash or non-Organic Materials, the driver shall leave a Non-Collection Notice. If Contaminated Containers are set out for Collection a second time by the same Customer, Containers will be Collected as trash and Contractor shall notify City to charge Customer according to City's Rate schedule. Contractor shall follow the process in Article 8 if Contractor does not Collect materials for any of the reasons stated in said Article. Contractor shall also follow the methods of Controlling Contamination identified in Section 8.02.F.
- D. **Public Compost Receptacles.** Contractor shall Collect Organic Materials from public Organics receptacles co-located with public litter receptacles at the locations set forth in Attachment L identified as locations where Organics receptacles may be added, if City places Organics receptacles at such locations. Contractor shall also Collect Organic Materials around public Organics receptacles that are spilled. These Collections will be made between one (1) and five (5) Days per week on weekdays, as determined by City. City shall be responsible for providing and maintaining all such public Organics receptacles. Contractor is responsible for notifying City if a public Organics receptacle is inoperable within one (1) Business Day of observing or being notified of the defect. Contractor shall reimburse City for replacement of lost keys to public Organics receptacles.

On an annual basis, City may increase the number of public Organics receptacles provided Collection service by an additional five percent (5%) of the total number of such receptacles in service as of January 1 of each Rate Period without additional compensation to Contractor. The allocation of additional public Organics receptacles placed in service will accrue from year to year for the Term.

5.06 Residential On-Call Plus Clean Up Collection Service

- A. **General.** Contractor shall provide two (2) separate On-Call Plus Clean Up Collection Service (OCP) appointments to all Residential Premises, except large apartment complexes of nine (9) or more units, annually upon Owner or Occupant's request. Contractor will schedule the OCP appointments on the regularly scheduled Solid Waste Collection day, no more than ten (10) Business Days after the Owner or Occupant's request.

Service events expire at the end of the calendar year and are not carried over to other years or transferred to other residences. OCP appointments may be exchanged for a voucher to the SMaRT Station, which is good for one vehicle entrance with the same materials and quantities as in the OCP. Customer may deliver more or different materials to the SMaRT Station but fees may apply for those items. Customers are eligible for three (3) vouchers, such that they may use two (2) OCP appointments and receive one (1) voucher or such similar combination, but never exceeding two (2) OCP appointments.

Contractor will allow the scheduling of OCP appointments any time throughout the year except Holidays and during the Holiday Trees Collection period, as specified in Article 5.04.B. Contractor may provide additional OCP appointments for a Customer beyond three (3) per Rate Period, and shall notify City to charge Customer as Unscheduled Service.

Contractor is required to notify Customer if they have already received the annually allocated two (2) OCP appointments within one (1) Business Day of Customer request. If Contractor fails to notify Customer they have received their allocation, Contractor shall provide the service and is not entitled to additional compensation for the third or subsequent OCP appointment.

- B. **Accepted Materials.** Contractor shall accept the following materials at OCP appointments: extra Recycling, Yard Trimmings, E-Waste (e.g. small televisions less than 32-inch screen, VCR players and computers/monitors), Solid Waste (including light construction or remodeling debris), textiles and other household items. Items shall be bagged, boxed or bundled, and not exceed 50 pounds and 32-gallon capacity per container, and set out in a 8'L x4'W x4'H area. Contractor shall also accept up to three (3) bulky goods such as a refrigerator, washer, sofa, mattress, or large televisions, sinks or toilets generated from the Premises. Further requirements regarding set-out, weight, and length of materials shall be specified by Contractor depending on Collection equipment used, and if approved by City.

Contractor shall reject: Commercial-sized refrigerators or freezers; more than two (2) residential-sized refrigerators or freezers per property per year; large or heavy amounts of Construction and Demolition Debris; Hazardous Waste; or Infectious Waste. Contractor may reject any individual item that weighs more than two-hundred (200) pounds (excluding Major Appliances) unless Customer has paid, or has agreed in advance to pay, an additional fee for service.

- C. **Recycling and Reuse Protocol.** Contractor shall Collect materials in a manner and using vehicles (Recyclables truck, Organics truck, flatbed or box truck with lift-gate) that maximizes Reuse, Recycling, Composting, and Diversion of materials from Disposal. Contractor shall

make reasonable efforts to ensure that diversion goals are met or exceeded. Contractor shall follow this reuse protocol:

1. Customers requesting OCP appointments shall be interviewed so Contractor can assign Collection to the proper Collection vehicle. Contractor shall provide clear instructions to residents at time of appointment scheduling on how to set out materials to maximize reuse.
2. Evaluate set outs for proper vehicle assignment and minimize use of rear loader for Disposal on collection day.
3. Offer Collected items to Reuse organizations and secure agreements with various Reuse and textile recycling organizations to ensure this protocol can be met.
4. Items to be selected for Reuse include household items and products in usable condition, as deemed by Contractor and/or Reuse organization.
5. All remaining items that are not taken for Reuse shall be taken to the SMaRT Station for Recycling or Disposal as a last option.
6. Contractor shall maintain records of materials Collected, Reused, donated, Recycled or Disposed and include in required monthly reports.

D. **Handling Major Appliances, Universal Waste, and E-Waste.** Major Appliances, Universal Waste, and E-Waste shall be Reused, Recycled or Disposed by Contractor in accordance with requirements of Applicable Law and in accordance with the State of California Department of Toxic Substances Control and CalRecycle regulations.

5.07 Multi-Family Bulky Item Collection

- A. **General.** Multi-Family Complexes that are not eligible for On-Call Plus Cleanup Collection Service (apartments 9 or more units) shall be entitled to receive two (2) complex-wide Bulky item Collection events annually. Such service shall be provided at the request of the property owner or manager and shall be provided at no charge. Such service may be provided by provision of a debris box or by another method, such as flatbed truck, as determined by Contractor, but never using a rear-load garbage vehicle.
- B. **Accepted Materials.** Contractor shall accept the following materials at bulky item collection events: E-Waste (e.g. small televisions less than 32-inch screen, VCR players and computers/monitors), refrigerator, washer, sofa, mattress, or large televisions, sinks or toilets generated from the Premises. Contractor shall reject: Commercial-sized refrigerators or freezers; Hazardous Waste; or Infectious Waste.
- C. **Recycling and Reuse Protocol.** Contractor shall collect and handle material in accordance with the Recycling and Reuse protocol in Section 5.06.C to maximize Reuse of materials Collected.

- D. **Handling Major Appliances, Universal Waste, and E-Waste.** Major Appliances, Universal Waste, and E-Waste shall be Reused, Recycled or Disposed by Contractor in accordance with requirements of Applicable Law and in accordance with the State of California Department of Toxic Substances Control and CalRecycle regulations.

5.08 General Bulky Item Collection

In addition to Collections provided under Sections 5.06, 5.07 and 5.09, Contractor shall Collect Bulky items from Single-Family Dwellings, Multi-Family Complexes, Commercial Customers, and City Facilities and at Rates established by City in Attachment P. Contractor will schedule Bulky item Collection service on Customer's regularly scheduled Collection day, or a Business Day scheduled by Contractor, no more than ten (10) Business Days after Customer's request. The Bulky item Collection Service shall be limited to Collection of Bulky items, Major Appliances, textiles, and E-Waste. Customers shall be required to place textiles in clearly marked bags for ease of identification and handling.

When a Customer calls to request and schedule the Collection of Bulky items, Contractor shall ask the caller to describe the items to be Collected, will provide the caller with an estimate of the charge to provide the service consistent with Rates established by City in Attachment P, and shall notify City to charge Customer.

Contractor shall Collect and handle materials in accordance with the Recycling and Reuse protocol in Section 5.06.C to maximize reuse of materials collected.

If Contractor determines the volume of the described items cannot be accommodated in a single load on a flatbed boom truck or box truck, Contractor shall, if required, schedule a site visit and meet with Customer within three (3) Business Days to: (1) develop a plan for the most effective mode and location for Collection, and (2) schedule Collection.

5.09 Residential Bin for a Day Collection Service

- A. **General.** Contractor shall provide Bin for a Day Collection Service for Recycling, Organic Materials, Solid Waste, small household items, home and yard cleanup or light remodeling to Single-Family Dwellings and Multi-Family Dwellings subscribed to Cart service, at the Rate established by City in Attachment P. Contractor shall deliver the Bin within five (5) Business Days of Customer request and notify City to charge Customer. Contractor shall Collect Bin as requested by Customer, but no later than seven (7) Business Days following delivery.
- B. **Accepted Materials.** Contractor shall accept only Recyclable Materials, Organic Materials, and Solid Waste that fit within Bin (not exceeding the height of Bin) and capable of being lifted by the truck mechanism used by Contractor. Further requirements on set out, weight, and length of materials shall be specified by Contractor depending on Collection equipment used.

Contractor shall reject: Commercial-sized refrigerators or freezers; full-sized Residential refrigerators or freezers; large or heavy amounts of material that do not fit within Bin or that

cannot be lifted by Contractor or that may damage equipment; E-Waste; Hazardous Waste; or Infectious Waste.

- C. **Collection and Processing Methods.** Customers requesting Bin for a Day Collection Service shall be interviewed so Contractor can inform Customer about specific requirements and agree upon a location to place the Bin, and to provide information about Diversion options. Bins placed on public streets require Customer to obtain an encroachment permit from City and must have reflective markings.

5.10 Collection for Large Venues and Events

Contractor shall provide Collection services, upon request, to any Large Venue and Event within City pursuant to Rates on Attachment P and shall notify City to charge Event organizer. Specifically, Contractor shall provide, at a minimum, Recyclable Materials, Organic Materials, and Solid Waste Collection services. Contractor shall provide an adequate number and type of Collection Container(s) for the Large Venue or Event and shall coordinate its Collection services with City or Event organizer. Containers shall be appropriately labeled to Collect Recyclable Materials, Organic Materials, or Solid Waste.

Within ten (10) Business Days of Contractor receiving a request to supply an Event with Recyclable Materials, Organic Materials, or Solid Waste Collection services, Contractor will meet with Event organizer to discuss Event's parameters, including location, number of people attending, type of Event, type of food being provided, and other related issues. Once parameters of Event are determined, Contractor will work with event organizer to develop a Zero Waste event plan, which could address:

1. Training for event staff and waste sorting team;
2. Recommended number of event collection stations and map of their placements;
3. Number of collection station monitors required to aid in event sorting. Event organizers can provide their own volunteers, or reach out to local organizations or work centers for assistance;
4. Planned method of porting and sorting material including contact information for day-of-event lead;
5. Zero Waste Event Guide that also reviews the event's specific plan.

Contractor shall provide event collection stations featuring receptacles for Solid Waste, Recyclables and Organics (e.g., Clearstream containers) and appropriate and helpful signage to maximize proper sorting by event attendees. Contractor shall provide sufficient number of event Collection stations to meet the needs of the event as determined by Contractor in cooperation with event organizer. Contractor will not be required to attend or provide on-site or day of technical assistance to Customer.

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For Venues and Events which are required to comply with the Large Venues and Events Recycling Law, codified at Public Resources Code Section 42648 et seq., Contractor shall assist the Venue or Event organizer in preparing a waste diversion plan and reporting all information required by those provisions of the law. Contractor shall be required to provide, at a minimum, the following information for each such Venue or Event:

1. List of qualifying Large Venues and Events in City.
2. Physical and mailing address.
3. Contact name, address, phone number and email address.
4. Type of Venue or Event (e.g., museum, concert, sporting event).
5. Status of the Venue or Event written waste Diversion/Recycling plan.
6. Description of the extent to which the plan has been implemented.
7. Service type and level provided.
8. Tons Disposed and Diverted, by material type, and Diversion Level.
9. Description of the scope and types of Diversion programs provided.
10. Any other information required by law.

No later than ten (10) Business Days following an Event, Contractor shall report to City the Tonnage Collected by material type and the outreach efforts related to Diversion, Recycling, and Composting. Not later than thirty (30) Business Days following calendar year-end, Contractor shall report to City the Tonnage Collected as above.

5.11 Residential Waste Reduction Rewards Program

Contractor shall implement a Residential Waste Reduction Rewards Program, in collaboration with City staff. It is intended that the program generally be modeled on a similar program implemented by Contractor Affiliate CleanScapes, as shown in Attachment K. The program shall consist of substantially the following components, but is subject to refinement and modification in consultation with City staff, prior to implementation of the program, as specified in Attachment E, Implementation Plan:

1. The program will be run at least once annually, for a period of time as agreed to between Contractor and City, and as often as once per quarter;
2. The program will generally consist of measuring the Single-Family Curbside collection routes over a defined period of time, utilizing before and after measurements, to determine which route has had the greatest reduction in the Tons of Solid Waste, Recyclable Materials and Organic Materials Collected;

3. Prior to the measurement period, customers on each route shall be made aware of the competition, and provided information and materials about waste reduction efforts they can engage in order to reduce the amount of Solid Waste, and possibly Recyclable Materials and Organic Materials, set out for Collection by their household;
4. Such waste reduction information shall be conveyed to Customers through such means as, but not limited to, Contractor's and City's websites, direct email, billing inserts, City or Contractor newsletters, school and community outreach efforts, and other similar methods;
5. Rewards shall be offered in the form of a grand prize to be awarded to the Collection route that has the greatest reduction in amount of materials Collected, and lesser incentive prizes awarded to individuals during the course of the promotion (e.g., for submitting a valuable waste reduction tip). The total value of rewards shall be no less than \$20,000 total annually; however, only \$10,000 of this amount may be included as Allowable Expenses of Contractor for purposes of calculating Contractor's payments in Article 11;
6. The form of the grand prize to be awarded to the winning Collection route may be in the form of a capital improvement project, but may also, by mutual agreement between City and Contractor, be some other type of reward;
7. Whatever the chosen duration of the promotion, monthly tracking of before and after Tons, by Solid Waste, Recyclable Materials, and Organic Materials, shall be maintained by Collection route and made available for viewing by residents at a minimum on Contractor and City's websites.

5.12 Mountain View Recycling Center Operation

A. **General.** Contractor shall operate and provide the following services at the Mountain View Recycling Center (MVRC) located at the City owned property at 935 Terra Bella Avenue, Mountain View, or such other City or private property as City and Contractor agree, provided it is located within the City of Mountain View. Should the property at 935 Terra Bella Avenue become unavailable to Contractor, City will confer with Contractor at least eighteen (18) months prior on the necessity to maintain a Mountain View location for provision of any or all of the services listed below in 5.12.A.1-5. and shall provide at least a twelve (12) month notice to vacate the property. Financial impacts of any agreed upon changes to provisions of service will be addressed as provided in Section 11.11. Contractor shall not charge MVRC users for services unless authorized by City to do so.

1. **Buy Back Services.** A State Certified Redemption Center ("buy-back for bottles and cans").
2. **Drop-Off Services.** The following list of materials are to be accepted, and such list may occasionally be updated by mutual agreement between Contractor and City:
 - a. All Recyclable Materials listed in Article 5.03;

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- b. Scrap Metal less than 6 feet in length;
 - c. Textiles;
 - d. Clothing for donation;
 - e. Mattresses and box spring;
 - f. E-waste such as computers, monitors, televisions, printers, cell phones, etc.
 - g. Such other recyclable materials as may be from time to time agreed upon between City and Contractor.
- 3. **Appointments for Reusable or Recyclable Goods.** Contractor shall allow residents to make appointments during drop-off hours listed in Article 7.02.B.2 and will accept the following materials during those appointments to resident, unless noted. Contractor shall handle material in accordance with the reuse protocol in Section 5.06.C to maximize reuse:
 - a. All items listed in Article 5.11.A.2;
 - b. Small and large appliances including washers, dryers, refrigerators, water heaters, stoves;
 - c. Furniture (Reusable);
 - d. Wood and clean lumber;
 - e. Yard Trimmings;
 - f. Other items determined to be Reusable or Recyclable by Recology Mountain View or the SMaRT Station.
- 4. **Local Business Office.** Contractor shall provide a local business office and telephone number in Mountain View to provide services, including but not limited to: issuance of SMaRT Station vouchers; selling of extra garbage stickers; and providing outreach materials, extra containers for Used Motor Oil and Filters, and plastic bags for used Household Batteries.
- 5. **Container Storage.** Contractor shall store Containers for Collection services and drop-off services in sufficient quantity to provide cost-efficient delivery of Containers to Customers.

5.13 Junk Removal and Clean Up Services

- A. **General.** Contractor shall offer a clean-up service, at a Rate established by City, for residents and businesses unable, or not desiring, to place Solid Waste, Recyclable or Yard Trimming Materials Curbside for Collection. The program shall be designed and offered as a service that fills a gap between the On-Call Plus Clean Up program and Debris Box service, compares to other Junk Removal Services, and increases diversion.

B. Collection and Processing Methods.

1. Within three (3) Business Day after Customer's call, Contractor shall visit Customers location to estimate the type and volume of materials and where items will be collected from, such as garage, backyard, or inside a home or business.
2. Collection shall occur on a non-Holiday weekday using an existing flatbed truck to minimize damage to reusable items.
3. Materials shall be transported to Mountain View Recycling Center, or other location approved by City, and segregated for Reuse, Recycling and Disposal.
4. Disposition of Reusable items shall be as directed in Article 5.11.A.4.
5. Disposition of Recyclable Materials, Organic Materials and Solid Waste shall be as directed in Article 6.
6. Collection and disposition of all materials shall be tracked and reported monthly as directed in Article 9.

Article 6: Transportation, Processing, and Disposal

6.01 Definitions

In addition to the terms defined in Article 1 of this Agreement, the following terms are defined as follows for use in this Article 6:

- A. "Applicable Recyclable Materials" means a subset of Recyclable Materials consisting of Recyclable Materials Collected from Commercial and Multi-Family accounts in Bins (except Dual-Stream Bins for the container stream collected from Multi-Family accounts, which shall continue to be delivered to the SMaRT Station); and Recyclable Materials accepted at the Mountain View Recycling Center that are not accepted for Processing by the SMaRT Station; and Construction and Demolition Debris Collected in Debris Boxes; and material collected in Debris Boxes from cleanouts that would be coded as "Mixed Debris" or "Bulky Miscellaneous Items" by Zanker ("loose debris").
- B. "Applicable Reusable Materials" means a subset of Reusable Materials consisting of those items Collected by Contractor from On Call Clean Up appointment, Bulky item programs, and textile programs that are offered by Contractor to one or more Reuse organizations.
- C. "Pre-Process(ing)" means the removal of Recyclable Materials and/or contaminants from Applicable Organic Materials prior to Composting.
- D. "Post-Process(ing)" means the removal of Recyclable Materials and/or contaminants from Organic Materials following Composting and prior to marketing of the material.

6.02 Designated Facilities

Contractor agrees to transport and deliver all Recyclable Materials, Organic Materials, Solid Waste, Applicable Recyclable Materials, and Applicable Reusable Materials it Collects in City to the appropriate Designated Facilities specified in Sections 6.02.A and 6.02.B. Failure to do so may result in assessment of Liquidated Damages and/or default, as provided in Article 14.

- A. **SMaRT Station.** Except as otherwise provided in Section 6.02.B, Contractor shall transport and deliver all Recyclable Materials, Organic Materials (only if directed by City), and Solid Waste Collected under this Agreement to the SMaRT Station, including Recyclable Materials from the Mountain View Recycling Center (buy-back and drop-off activities). As provided in Article 11, City will pay all transfer and disposal fees and charges related to use of the SMaRT Station. Such fees and charges shall not be included as Allowable Expenses of Contractor for purposes of calculating Contractor's payments in Article 11. As provided in Section 9.03.B.4., Contractor shall maintain accurate records of the quantities of Recyclable Materials, Organic Materials, and Solid Waste Collected and delivered to the SMaRT Station and will cooperate with City in any audits or investigations of such deliveries.
- B. **Transport to, Use of Contractor-Arranged Designated Facilities.** As of the Effective Date, Contractor shall transport Organic Materials, to the Contractor-Arranged Designated Facilities identified in Attachment H. If directed by City, beginning on January 1, 2022,

Contractor shall transport Applicable Recyclable Materials and Applicable Reusable Materials to the Contractor-Arranged Designated Facilities identified in Attachment H. City shall make its decision regarding such direction no later than June 30, 2021. Until January 1, 2022, Contractor shall deliver all Applicable Recyclable Materials (including but not limited to Construction and Demolition Debris and loose debris) and Applicable Reusable Materials to the SMaRT Station, and the SMaRT Station shall be the Designated Processing Facility for such materials.

As provided in Section 9.03.B.4, Contractor shall maintain accurate records of the quantities of Applicable Recyclable Materials, Organic Materials and Applicable Reusable Materials Collected and delivered to the Contractor-Arranged Designated Facilities and will cooperate with City in any audits or investigations of such deliveries.

- C. **Capacity.** Contractor shall ensure sufficient capacity exists throughout the Term at Contractor-Arranged Designated Facilities affiliated with Contractor that receive Tonnage Collected pursuant to this Agreement. For non-affiliated Designated Facilities, Contractor shall renew agreements or enter into new agreements from time to time such that Processing capacity is maintained for the Term of this Agreement.
- D. **Residue Disposal.** For Contractor-Arranged Designated Facilities affiliated with Contractor, Contractor shall ensure all Residue is properly Disposed. However, subject to prior City approval, Contractor may conduct secondary processing at Contractor-Arranged Designated Facilities or use such Residue for beneficial purposes qualifying as diversion pursuant to the Act, excluding green material used as alternative daily cover (ADC). Contractor is solely responsible for any liability resulting from management of such Residue. For all other Contractor-Arranged Designated Facilities, Contractor shall practice due diligence to ensure the Facilities are properly permitted and properly Disposing of Residue.
- E. **Facilities Located in City.** All facilities located in City and used by Contractor for the purposes of fulfilling its obligations under this Agreement, whether owned or leased by Contractor, and including the Mountain View Recycling Center, are subject to City's permit review process.
- F. **Regulatory Compliance.**
 - 1. **Permits.** Contractor shall ensure all Contractor-Arranged Designated Facilities possess such valid permits as are required to process or Dispose materials delivered thereto as specified in this Agreement. As generally provided in Section 9.09, Contractor shall, upon request, provide documentation to City demonstrating compliance with this requirement. Contractor shall independently verify the validity of such Designated Facility's permits by contacting the appropriate permitting authorities at least once annually. Each Party shall promptly notify the other Party if it becomes aware of any violation of law or permit condition by any Designated Facility that could reasonably be expected to have a material effect on such Designated Facility's ability to provide the services specified in the Agreement.

2. **Compliance with Applicable Law.** Contractor warrants throughout the Term that any Contractor-Arranged Designated Facilities affiliated with Contractor are authorized and permitted to accept Applicable Recyclable Materials, Organic Materials, Applicable Reusable Materials or Solid Waste (as applicable) in accordance with Applicable Law, and are in material compliance with Applicable Law.

G. Emergency or Unforeseen Facility Closure.

1. If Contractor is unable to use a Contractor-Arranged Designated Facility due to an event specified in Section 14.09.A, Force Majeure, due to sudden unforeseen closure of such Facilities, or due to any other cause beyond the reasonable control of Contractor and its affiliates, Contractor may use an alternative facility provided Contractor provides verbal or written notice to City, and receives written approval from City (not to be unreasonably withheld), at least twenty-four (24) hours prior to the use of the alternative facility. Contractor's notice shall include, at a minimum, a description of the reasons use of the Designated Facility is not feasible and the period of time Contractor proposes to use the alternative facility. City may require, and Contractor shall provide, any additional reasonably necessary information regarding the need to use an alternative facility. Contractor shall not be entitled to additional compensation to cover any increased costs arising from use of an alternative facility, except pursuant to the applicable provisions of Section 11.12.E (if any).
2. In the event the SMaRT Station is unavailable to accept delivered material, City shall direct Contractor to use an alternative facility. Contractor shall be entitled to additional compensation to cover any increased costs directly related to use of an alternative facility in lieu of the SMaRT Station, such as added transport time and/or distance, and as generally provided in Section 11.11.

H. Contractor Right to Change Designated Facilities. With City's prior written approval, Contractor may change its selection of the one or more Contractor-Arranged Designated Facilities. The process for obtaining such approval includes:

1. Sixty (60) calendar days prior to use of the alternative facility, Contractor shall request written approval from City. City may, at its reasonable but sole discretion, require additional time of up to thirty (30) days.
2. City shall provide written approval in the form of an amended Attachment H no later than ten (10) calendar days prior to use of the facility.
3. City, in accordance with Municipal Code Section 16.2, may provide temporary approval to Contractor for use of an alternative facility if a fully executed amendment cannot be completed within the timeframe specified above.
4. Upon execution of the amendment, the facility shall be deemed a "Designated Facility" for purposes of this Agreement.

If the Contractor-initiated change in a Designated Facility results in increased costs, Contractor will not be entitled to additional compensation, unless otherwise provided in Article 11. If the Contractor-initiated change in a Designated Facility results in decreased costs, Contractor's Compensation will be adjusted as provided in Section 11.11 and 11.12.

- I. **City Right to Change Designated Facilities.** City reserves the right, independently of Contractor, to enter into agreements with other facilities, and to specify them as Designated Facilities. If City wishes to specify use of a new Designated Facility, City shall give Contractor ninety (90) days prior written notice of such change, and Contractor shall be entitled to reasonable additional compensation to cover increased costs incurred by Contractor as a result of such change (and if such change results in a decrease in Contractor's costs, its compensation shall be subject to a reasonable decrease). Such increase or decrease in compensation shall be considered a special adjustment in compensation pursuant to Section 11.11. Notwithstanding the foregoing or any other provision of this Agreement, (i) City may not change the Designated Construction and Demolition Debris Processing Facility before June 30, 2026, and (ii) unless City and Contractor mutually agree otherwise, City shall specify a new Designated Construction and Demolition Debris Processing Facility to replace Zanker following the July 30, 2026 expiration of Contractor's agreement with Zanker.
- J. **Weight Records.** Contractor shall ensure that the owner/operator of each Contractor-Arranged Designated Facility (other than Hope Services) operates scales at the facility that are properly registered, and regularly maintained to ensure reliability and accuracy. In the case of the Rogers Avenue Transfer Facility, since the scales are not required by any authority to be registered, adequate verification of scale accuracy shall be provided if requested by City. Inspection reports and maintenance records shall be made available for review by City on request. All Applicable Recyclable Materials, Organic Materials and Applicable Reusable Materials will be weighed upon initial delivery at each Contractor-Arranged Designated Facility, prior to being comingled with any other materials (except that material destined for Hope Services will be weighed at Rogers Avenue). Gross, tare and net weights will be recorded, along with vehicle number, date and time of delivery. Contractor shall maintain accurate records of the quantities of Recyclable Materials, Organic Materials, Solid Waste, Applicable Recyclable Materials, Organic Materials and Applicable Reusable Materials transported to each Designated Facility and will cooperate with City in any audits or investigations of such quantities, as provided in Article 7.
- K. **Cooperation with Designated Facility Operators.**
1. Contractor shall cooperate with the reasonable requirements of the operators of all Designated Facilities with regard to delivery of materials, including but not limited to complying with directions for unloading Collection vehicles in designated areas, accommodating maintenance operations and construction of new facilities at the facility site, and complying with Hazardous Waste exclusion programs.
 2. For the SMaRT Station, cooperation with the Hazardous Waste Exclusion Program (HWEP) may entail inspection of up to one (1) truckload per day, randomly selected.

Costs incurred due to inspection of more than one (1) truck per day will be reimbursed based on actual costs by City with Contractor's Payments provided for in Section 11.06.

6.03 Recyclable Materials Processing and Marketing

- A. **No Minimum or Maximum Tonnage Guaranties.** City is in no way obligated to deliver a minimum Tonnage of Applicable Recyclable Materials to the Designated Recyclable Materials Processing Site, nor is City to be constrained by a maximum limit on the delivered Tonnage of Applicable Recyclable Materials.
- B. **Diversion and Marketing.** Contractor shall exercise due diligence in selecting Processing Facilities that ensure that Applicable Recyclable Materials Collected in City are Processed and marketed such that those materials (net of Residue) qualify as having been diverted under regulations set forth by Cal-Recycle.
- C. **Residue Disposal.** Contractor shall diligently exercise all provisions of this Agreement to reduce Contamination of Applicable Recyclable Materials delivered from City such that unreasonable extra charges are not incurred by City.
- D. **Reporting.** Contractor will arrange for accurate, complete and timely reports on Tons of Applicable Recyclable Materials delivered to the Designated Recyclable Materials Processing Facility, total Tons of Applicable Recyclable Materials marketed, and total Tons of residue Disposed, to be produced by the owners/operators of the Designated Recyclable Materials Processing Facility, and furnished to City as provided in Article 9.
- E. **Inspection.** Contractor shall arrange for City to have free access to inspect the Designated Recyclable Processing Facility during business hours.
- F. **Compensation.** Contractor shall be compensated for all services specified in this Section in accordance with Article 11, Section 11.12.

In no event shall Contractor be due compensation for Applicable Recyclable Materials generated in City that are not delivered to the Designated Recyclable Materials Processing Facility for Processing.

6.04 Organic Materials Processing and Marketing

- A. **Guaranteed Capacity.** Contractor shall ensure throughout the Term that Contractor-Arranged Designated Organic Materials Processing Facilities have the physical capacity to accept and effectively Pre-Process, Process and Post-Process all Organic Materials delivered to the facility from City. Contractor shall at all times maintain all necessary permits and compliance with all other applicable regulatory requirements for the Contractor-Arranged Designated Organic Materials Processing Facilities and meet all applicable data management and reporting requirements specified in Article 9.

Should the Designated Organic Materials Processing Facilities be unable to accept and/or effectively Pre-Process, Process and Post-Process all Organic Materials delivered to the facility

from City due to contamination or to other conditions of the delivered Organic Materials, Contractor shall be solely responsible for immediately informing City and, in consultation with City, for implementing such changes as may be necessary to allow for acceptance and effective Pre-Processing, Processing and Post-Processing at no cost to City.

Notwithstanding any provisions of this Section 6.04, City may at times throughout the Term grant Contractor the temporary right and ability to direct transportation and Processing of an agreed-upon percentage of Organic Materials to approved third parties or facilities other than the Designated Organics Processing Facility, as in, for example, while developing pilot programs as provided in Section 7.11 of this Agreement.

B. **No Minimum or Maximum Tonnage Guaranty.** City shall not be obligated to ensure delivery of a minimum annual Tonnage of Organic Materials to the Designated Organic Materials Processing Site, nor will City be constrained by a limit on the maximum annual Tonnage of Organic Materials. In no event shall Contractor be due compensation for Organic Materials generated in City that are not delivered to the Designated Organic Materials Processing Facilities.

C. **Diversion and Marketing.** Contractor shall ensure that all Organic Materials delivered to the Designated Organic Materials Processing Facilities are Processed for use as compost, mulch, or soil amendment, and such that those materials will qualify as having been diverted under regulations set forth by the California Integrated Waste Management Board.

Contractor shall provide to City, upon request, marketing information related to compost products produced from Organic Materials. Information provided may be in whatever standard format is available from the facility, with the following information desired, but not required: 1. Estimated quantities; 2. Prices (estimated unit market values); 3. Marketing (end markets and uses); and, 4. Quantities of materials marketed during the preceding year.

D. **Residue Disposal.** Contractor shall diligently exercise all provisions of this Agreement to reduce Contamination of Organic Materials delivered from City.

E. **Reporting and Studies.** Contractor will arrange for accurate, complete and timely reports on Tons of Applicable Organic Materials delivered to the Designated Organic Materials Processing Facilities, Tons of Applicable Organic Materials marketed, and Tons of residue disposed to be produced by the owners/operators of the Designated Organic Materials Processing Facilities, and furnished to City as provided in Article 9.

At City's request, Contractor shall participate and cooperate with waste generation or characterization studies and audits as specified in Section 7.08.

F. **Inspection.** Contractor shall arrange for City to have free access to inspect the Designated Organics Processing Facilities during business hours.

G. **Compensation.** Contractor shall be compensated for all services specified in this Section in accordance with Article 11, Section 11.12.

In no event shall Contractor be due compensation for Organic Materials generated in City that are not delivered to the Designated Organic Materials Processing Facilities for Processing, or for Residues that are not delivered for Disposal as provided in this Section 6.04.

- H. **City Discount for Finished Compost.** Contractor shall arrange for a discount rate for bulk amounts of finished compost for purchase by City, or City-hired contractors working on City projects, not to exceed 3,500 cubic yards annually. Such discount should be approximately 25 percent of market price. If requested, Contractor shall arrange for delivery of compost to certain City events, or compost pick-up events, no more than four (4) times per year, to allow residents easy access to compost.

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Article 7: Customer Service, Outreach, Technical Assistance and Other Requirements

7.01 Customer Billing

- A. **General.** City shall conduct all billing activities except as specified in this Article 7.01, and in Articles 9 and 11.
- B. **Contractor Responsibilities.**
1. Contractor shall provide written estimates of charges to all Customers requesting temporary Debris Box Service in advance of providing the service, based on City-approved Rates.
 2. For Special Services and Unscheduled Services, Contractor shall inform Customers of the charge they will be billed for a given service, based on City-approved Rates.
 3. Contractor shall provide City a monthly summary of requests under Articles 7.01.B.1 and 7.01.B.2, and shall provide a copy of related documentation as requested.
 4. To the extent that services requested under Articles 7.01.B.1 and 7.01.B.2 are services that are not included in Utility Billing system, Contractor shall record and implement the requested changes and shall notify City within one (1) week, as specified in Article 8.02.C.2.
- C. **City Billing Review.** Contractor agrees to participate in, and cooperate with City and its agents to accomplish billing reviews, as provided in Article 11.

7.02 Customer Service

- A. **General.**
1. Contractor shall provide for prompt and timely resolution of all complaints relating to service provided to Customers. Contractor shall respond to and initiate a remedy to all complaints within one (1) Business Day from initial receipt of the complaint.
 2. Contractor is responsible for ensuring that all staff maintain a professional and courteous demeanor when in contact with City and the public. Contractor shall be responsible for all employee interactions with Customers and City staff. Contractor is required to ensure that Customers are consistently treated courteously and are presented with timely, responsive and thorough solutions to problems and requests for information.
 3. Contractor shall provide City with an emergency telephone number and name of a representative of Contractor, authorized to act on Contractor's behalf outside of office hours. The emergency telephone number shall not be publicly-listed or otherwise made available to the general public, but shall be disclosed to appropriate City personnel and emergency response teams. The emergency representative shall respond to any call from City within one (1) hour.

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4. City shall, at any time during regular City business hours, have access to Contractor's Customer service staff and information, for purposes that may include monitoring the quality of Customer service or researching Customer complaints as provided in this Article 7 and in Article 9.
5. All Contractor representatives shall at all times provide the public with correct and accurate information consistent with this Agreement, regarding the beginning and end of the Collection day, Container placement, and all other issues related to Collection and Customer service.

B. Local Mountain View Office.

1. The local office and Customer service telephone number(s) shall be a local or toll-free call. Contractor shall arrange for this telephone number to be listed in all telephone directories generally distributed in City.
2. Hours of operation shall be as below, unless otherwise approved by City:
 Buy-Back Center: Tuesday through Saturday, noon to 4:00 p.m.
 Drop-Off Services: Monday through Friday, 8:00 a.m. to 4:00 p.m. and Saturday, 9:00 a.m. to 4:00 p.m.
 Office: Monday through Friday, 8:00 a.m. to 4:00 p.m.
3. Contractor shall ensure that a qualified employee is available at the local office during office hours, as specified above, to directly communicate with the public, to issue vouchers for use of the SMaRT Station, and to sell extra garbage stickers, as provided in Article 5.02 and 5.11.

C. Definitions. The following definitions are specific to this Article 7, Article 9, and Attachment Q, Liquidated Damages:

1. **Average Hold Time.** "Average Hold Time" means the sum of all call Hold Times divided by the number of calls answered by the agent or queue of agents over the same time interval.
2. **Average Speed of Answer.** "Average Speed of Answer" means the sum of time callers wait for their calls to be answered after the call is queued (and following completion of the introductory voicemail message(s) or Customer bypassing the message(s)), divided by the total number of calls received over the same time interval.
3. **Hold Time.** "Hold Time" means the amount of time per answered call that a caller spends on hold, plus the amount of time a call is left unanswered after Contractor's introductory voicemail message(s) is ended either by completion of the message(s) or by Customer bypassing the message.
4. **Speed of Answer.** "Speed of Answer" means the amount of time before a call is answered once that call is queued and following completion of the introductory voicemail message(s) or the caller bypassing the message(s).

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D. Customer Service Call Center and Staffing.

1. Contractor is required to operate a Customer service call center that will serve as the primary telephone point of contact and information for all services. The Customer service call center is required to be staffed by an operator from 7:30 a.m. to 4:30 p.m., Monday through Friday except for Holidays. In addition, a qualified employee shall check voicemail messages at 7:30 a.m. and 10:00 a.m. during other holidays and Saturdays whenever any route collection or missed pick up vehicles are operating. A minimum of two (2) full-time Customer Service Representatives, as provided in Attachment A, Form 3, shall staff the call center. The Customer service call center will provide telephone communication in English and Spanish, and TDD services for the deaf. For Russian and Chinese speakers, Contractor shall coordinate translation services through City's community outreach program.
2. Contractor's telephone system shall adequately handle the volume of calls typically experienced on the busiest days. Contractor shall have a company representative, an answering service, or voice-mail system available for calls received during non-business hours and Holidays.
3. Contractor shall ensure the Average Speed of Answer is equal to or less than thirty (30) seconds. Any caller on hold for more than ninety (90) seconds shall have the option of remaining on hold or being switched to a message center where the caller may leave a message. Callers on hold shall be connected to a Customer Service Representative within an additional ninety (90) seconds. All messages left shall be responded to within sixty (60) minutes. In addition, Contractor shall have a CSR or other company representative respond to all complaints received by phone within eight working hours of receipt. If these standards are not consistently met, or if an excessive number of callers are placed on hold, City may require Contractor to install additional telephone lines or provide additional staff coverage without increase in Contractor's Compensation.
4. Contractor shall use a recorded message Customers will hear while on-hold, promoting use of the Contractor's website for obtaining answers related to common informational requests, for scheduling Unscheduled Services, etc.
5. Contractor shall provide preprogrammed call transfer service to City. This communications feature may be used when a Customer calls Contractor about an issue or concern that pertains to City, but is not related to Collection services provided by Contractor, allowing Contractor to immediately transfer the phone call to City through a dedicated telephone line designated by City. The call transfer shall be seamless, and appear to Customer as if Contractor were transferring the call internally. This transfer service shall not be offered or used prior to Customer speaking directly with a CSR.

- E. **Website.** Contractor shall maintain and publicize an up-to-date website on which Customers can conduct business with Contractor. Contractor is required to update the website monthly, and more frequently if necessary. At a minimum, the website shall:

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1. Provide answers to frequently asked questions, including, at a minimum: proper Container set-out instructions; list of acceptable Recyclable Materials and Organic Materials; Collection days (in response to Customer input of service address); brief descriptions of available Special Services and Unscheduled Services by Customer type; billing issues (with link to City's utility billing website and email address for City utility billing staff); Customer service telephone and e-mail contact information; and Designated Facilities' hours, directions, and acceptable materials (or links to the same). All content shall be approved by City.
 2. Provide link to City website for complete list of City-approved Rates for all Customers.
 3. Allow Customers to schedule Unscheduled Services, service changes, service terminations, and service stops and starts.
 4. Allow Customers to view charges for Unscheduled Services using an online estimating tool to identify the range of likely charges for a specific Unscheduled Service, and in particular for temporary Debris Box service.
 5. Allow Customers to file complaints and receive e-mail responses from Contractor.
 6. Provide other links to City website, as well as other third-party websites, as requested by City.
 7. Enable Customers to email Contractor, and to communicate with CSR's. Contractor shall monitor the email at least once per Business Day and ensure that a twenty-four (24) business hour response time is maintained. Prior to the Commencement Date, and as applicable throughout the term of the Agreement, Contractor shall provide such staffing during the implementation of new or modified services as is required to meet the twenty-four (24) business hour response time requirement.
 8. Maintain and produce visitor logs and reporting including website and individual page visitation, number of billing inquiries, number of website-submitted complaints per month, and individual and summary Customer complaint and resolution reporting.
- F. **Mobile App.** Contractor shall maintain a mobile application available for download by customers that allows access to, at a minimum:
1. A calendar indicating Collection service day;
 2. A "What Goes Where" look-up list that allows Customer to enter an item and find out how to recycle or dispose of that item;
 3. When available, a function to allow scheduling of On-Call Clean Up appointments. The Parties shall mutually agree upon a schedule for implementing this new feature.
- G. **Customer Information System Requirements.**
1. **System Documentation.** Contractor is required to use a Customer information system with software applications capable of documenting all written and verbal communication between Contractor, Customers, and City. The system shall include, at a minimum, the following data fields:

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- a. Date and time of Customer correspondence or contact with Contractor (e.g., phone call, email);
- b. Date and time response was provided;
- c. Date and time resolution was provided;
- d. Customer's name and contact information (multiple phone numbers and email addresses);
- e. Account address;
- f. Service address;
- g. Occupant address;
- h. Service location information including:
 - i. Number of units;
 - ii. Number, size and type of Recyclable Materials, Yard Trimmings, Organic Materials, and Solid Waste Containers;
 - iii. Collection Service Day;
 - iv. Route number;
 - v. Service Sector;
 - vi. Backyard service status; and,
 - vii. History of provision of all appointment-based services (e.g., number of annual services performed, date requested, date provided);
 - viii. Service issue, complaint or inquiry;
- i. Time frame stipulated for Contractor to resolve issue;
- j. Description of Contractor's resolution of service issue or complaint, or response to inquiry;
- k. Date and time Contractor's resolution took place;
- l. CSR or Contractor's employee identification code of employee inputting the complaint or inquiry; and,
- m. CSR or Contractor's employee identification code of employee inputting the resolution.

2. Additional System Capabilities.

The system shall be capable of:

- a. Providing real-time access to complete Customer contact history from the commencement of service;

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- b. Providing City the capacity to submit work orders (e.g., specifying the inquiry, complaint or request for service) electronically, and directly to Contractor using Contractor's web-based software;
- c. Documenting non-Collection events including problem description and resolution;
- d. Tracking non-Collection events necessary to fulfill the requirements in Section 8.02.G; and,
- e. Fulfilling Customer service record keeping and reporting requirements specified in Article 9.

H. Customer Service Training.

- 1. Each CSR shall receive periodic training on City-specific Collection programs and service requirements, but no less than annually. During the training, a City-specific Collection service and Rate information sheet, training agenda, and associated documentation shall be provided to and discussed with employees. The information sheet, training agenda, and associated documentation shall be forwarded by Contractor to City prior to each training in accordance with annual reporting requirements of Section 9.07.
- 2. City may review the training materials and request changes.
- 3. Contractor shall notify City of the date and time of the scheduled Customer service training sessions, and City staff may, at City option, attend the training session(s).

I. Other Customer Service Requirements.

- 1. **Monthly Meetings with City.** If requested, Contractor shall meet with City as necessary to discuss compliance with the Customer service standards specified in this Section 7.02.
- 2. **Customer Service Operations Plan.** Contractor shall annually submit its Customer service operations plan as provided in 9.07.C. The Customer service operations plan shall describe how Contractor uses its Recology customer relationship management system to share information between Customers, drivers, Customer Service Representatives, managers, and City staff. The plan will provide details on how Contractor detects and records information on each Customer pickup, real-time transmission of service extras, blocked cars, safety notes, and exceptions to service. The plan will identify how Contractor managers will use the system to proactively resolve recurring problems and to identify potential problems.
- 3. **Customer Satisfaction Survey.** City may conduct a Customer satisfaction survey(s) at any time during the Term. Contractor shall cooperate with, and assist City, as requested.

7.03 Education and Outreach

- A. **General.** Contractor and City agree that all public education activities will be a collaborative effort between City and Contractor, with City primarily responsible for Residential Customers and Contractor primarily responsible for Commercial Accounts, including schools

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and Large Venues and Events, as detailed in Attachment D. Contractor shall be responsible for ensuring that all Customers consistently receive a high level of service and responsiveness. Contractor acknowledges and agrees that education and public awareness are critical and essential elements of any effort to achieve diversion. Contractor shall educate Commercial Accounts on the following: (i) the benefits of source reduction, Reuse, Recycling, and Composting and related program opportunities; (ii) actions to prevent the creation of food waste; (iii) purchase of products/packaging made with Recycled-content materials; (iv) proper handling of Hazardous Waste; (v) specific services offered by Contractor; and (vi) Rates for Collection services. The public education program shall include distribution of public education materials at the commencement of the Agreement; when Collection services are changed during the Term; and when new Collection services are implemented during the Term. In addition, the public education program shall include on-going education activities throughout the Term. Educational materials that Contractor must pay for, produce and distribute shall include, but not be limited to, those listed in Attachment D.

B. **Annual Public Education Plan.** On or before November 30 each year, Contractor shall submit to City a draft public education plan outlining its proposed public education activities for the coming year. City shall provide any comments on the plan by December 15. Contractor shall revise the plan and submit the final plan to City by December 31. Contractor shall be available to meet and confer with City regarding the plan. The plan shall list each public education piece or activity (e.g., newsletters, Bill inserts, flyers, newspaper advertisements, website enhancements, etc.) to be prepared, the purpose of the piece, the key subject(s) to be covered, and the anticipated date of issuance, as detailed in Attachments D and E .

C. **Content and Production Requirements.** Contractor shall coordinate with City regarding preparation of public education materials and shall provide City with an opportunity to comment on such materials before they are put into use.

D. **Contractor and City Responsibilities.**

Development of the public education and promotion strategy and implementation schedule for the implementation of new services under this Agreement will be a collaborative process among Contractor and City. Contractor's responsibilities with regard to public education and promotion activities shall include, but not be limited to, the following, as specified in Attachment D:

1. Support of required participation in Recycling and Organics Collection programs for Multi-Family and Commercial Accounts.
2. Provision of public education to MFD and Commercial Accounts, including schools and Zero Waste Large Venues and Events, with a broad focus on waste prevention, Reuse, Recycling and Composting.
3. Preparation and provision of outreach materials to schools.
4. Development and maintenance of Contractor's website.

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5. Assist with distribution of public education and promotion materials during roll-out of the new Collection services program, as may directed by City, for example, with delivery of Carts.
6. Distribute public education and promotion materials, including internal food scrap Containers, as appropriate, to new Customers during the Term.
7. Provide public education door hangers, posters, buddy bags and other promotional materials to Multi-Family Dwelling Customers at inception of new services and during the Term.
8. Staff a booth at local public events and distribute promotional and educational materials, as appropriate.
9. Conduct presentations at schools, community meetings, service clubs, senior centers and neighborhood associations, as appropriate.
10. Assist City with SB 1383 requirements to build capacity for Edible Food rescue.

Contractor's outreach and education material will place a strong emphasis on waste reduction, Reuse, Recycling and Composting, encouraging Customers to take advantage of donation opportunities offered by local non-profit organizations such as the Society of St. Vincent de Paul, Goodwill Industries, and the Salvation Army. In addition, Contractor will promote other resources for Reuse, such as the Freecycle Network™ an online resource for the free and local exchange of goods, the Resource Area for Teachers (RAFT), local schools, and other community organizations that are in need of Reusable goods.

- E. **Reporting Requirements.** Contractor is required to prepare public education activity status reports as specified in Article 9.06.A. The annual report will in part summarize the prior twelve (12) months and also contain adjustments to current and ongoing event calendars.
- F. **Staffing.** At a minimum, Contractor shall provide two full-time staff dedicated to managing public education and outreach activities and providing technical assistance, as specified in Articles 7.04 and 7.05, to Multi-Family and Commercial Customers.

7.04 Commercial Program Outreach and Technical Assistance

- A. **Signs and Placards.** Contractor shall be responsible for preparing, distributing, and (subject to the consent of Customer) posting signs at Commercial Premises that promote Recyclable Materials and Organic Materials Collection services, describe the program requirements, and identify allowable and prohibited types of materials for Collection. At a minimum, the signs or placards shall be durable and weather resistant and affixed in the Container areas. Upon request from Customer, Contractor shall provide signs and Container labeling in a second language such as, but not limited to, Spanish. Within ten (10) Business Days of Customer's request, Contractor shall provide extra signs for use in areas such as employee training areas, break rooms, kitchens, and janitorial areas at Commercial Premises.
- B. **Notification to Commercial Accounts.** Immediately upon request from a new or current Customer for new or changes in service, Contractor shall notify Customer of the Recyclable

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Materials and Organic Materials Collection services offered by Contractor. Such notification shall be provided in English and/or Spanish and shall be provided prior to finalizing Customer's request for a subscription to new service(s).

C. Commercial Recycling and Organics Promotion. For all Commercial Accounts, Contractor shall provide technical assistance and visual on-site Collection Container assessments. Contractor's implementation activities shall include, but not be limited to, the following tasks for each Commercial Account:

1. **Site Assessments.** Contractor shall meet in person with Owner or property manager to explain the Recyclable Materials and Organic Materials Collection programs and conduct an on-site assessment, as appropriate, to determine the appropriate number and type of Solid Waste, Recyclable Materials, and Organic Materials Containers and the frequency of Collection, as described in Attachment D. Contractor shall provide Containers for Single-Stream or Source Separated Recyclable Materials such as newspaper, cardboard, mixed paper, glass, aluminum, etc. depending on the needs of Customer. If practical, Contractor shall locate the Solid Waste, Recyclable Materials, and Organic Material Containers in the same area, so tenants carry materials to one location. Contractor shall also offer Recyclable Materials Carts for use in the mail area of the Premises. The site assessment shall be conducted by Contractor when Recyclable Materials and/or Organic Materials Collection services are initially provided to the Commercial Account, and thereafter on an as-needed basis. Contractor shall review accounts annually to determine which may need follow-up assessments or assistance. Contractor shall document the site assessments, the date of the assessment, the Person contacted, the Solid Waste, Recyclable Materials, and Organic Materials service levels at the time of the assessment, and recommended changes to service level(s). Contractor shall submit results of site assessments on a quarterly basis, per Attachment D, and upon request, provide copies of assessment data and recommendations for individual site assessments.
2. **Service Level Adjustments.** Within five (5) Business Days of completing the site assessment or receiving a request from Customer, Contractor shall adjust Customer's service level by providing any Solid Waste, Recyclable Materials, or Organic Materials Containers needed for change in service, removing unneeded Containers, and revising the billing system to reflect the monthly Rate for the new service level. At the time new Containers are delivered or existing Containers are removed, Contractor shall confirm that all Containers are properly labeled and shall provide public education signage for the Container areas and extra signs for public and common areas, as needed.
3. **Preparation and Distribution of Public Education Materials.** Contractor shall provide Owner or property manager with education materials which describe the requirements of the Recyclable Materials and Organic Materials Collection programs, including flyers for distribution to tenants or employees, and signage for common areas such as mail and copy rooms.

D. Commercial Edible Food Generators. Contractor shall develop a list of Food Recovery Organizations and Food Recovery Services operating within City and share the list with City staff. The list shall include, at a minimum:

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1. Name and physical address;
2. Contact information;
3. Collection service area; and,
4. An indication of types of Edible Food the Food Recovery Service or Food Recovery Organization can accept for Food Recovery.

Contractor shall identify large Generators that have potential for edible food rescue and all Tier One and Tier Two Commercial Edible Food Generators. Contractor shall work cooperatively with City to provide annually to all Commercial Edible Food Generators:

1. Information about City's Edible Food Recovery Program;
 2. Information about the Commercial Edible Food Generator requirements under 14 CCR, Division 7, Chapter 12, Article 10;
 3. Information about Food Recovery Organizations and Food Recovery Services operating within City and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and,
 4. Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.
- E. **Enclosure Specifications.** Contractor shall work with City to develop standard specifications for Collection Container enclosures at Commercial locations to ensure that Container enclosures have adequate space and suitable configuration to allow Contractor to safely and efficiently service the Containers. The enclosure specifications shall require provision of adequate space for Solid Waste, Recyclable Materials, and Organic Materials Collection Containers.

7.05 Multi-Family Program Outreach and Technical Assistance

- A. **Multi-Family Dwelling Promotion.** Contractor shall work directly with Owners or property managers of Multi-Family Residential Complexes to implement the Recyclable Materials, Organic Materials, and Bulky item Collection services and to assess Customer service needs at least annually for each Multi-Family Residential Complex. Contractor's implementation activities shall include, but not be limited to, the following tasks for each Multi-Family Residential Complex:
1. **Site Assessments.** Contractor shall meet in person with Owner or property manager to explain the Recyclable Materials and, as appropriate, the Organic Materials Collection programs and conduct an on-site assessment of Multi-Family Residential Complexes containing twenty (20) or more Residential units to determine the appropriate number and type of Solid Waste, Recyclable Materials and Organic Materials Containers and the frequency of Collection, as described in Attachment D. Contractor shall provide Containers for Source Separated Recyclable Materials such as newspaper, cardboard, mixed paper, glass, aluminum, etc., and for Organic Materials, depending on the needs of the Multi-Family Residential Complex. If practical, Contractor shall locate all Containers

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in the same area, so tenants carry materials to one location. Contractor shall also offer Recyclable Materials Containers for use in the mail area of the Premises. The site assessment shall be conducted by Contractor when Recyclable Materials or Organics Collection services are initially provided at a Multi-Family Residential Complex, and once every three (3) years thereafter. Contractor shall submit results of site assessments on a quarterly basis, per Attachment D, and upon request, provide copies of assessment data and recommendations for individual site assessments.

2. **Service Level Adjustments.** Within five (5) Business Days of completing the site assessment or receiving a request from Customer, Contractor shall adjust Customer's service level by providing any Solid Waste or Recyclable Materials or Organic Materials Containers needed for change in service, removing unneeded Containers, and revising the billing system to reflect the monthly Rate for the new service level. At the time new Containers are delivered or existing Containers are removed, Contractor shall confirm that all Containers are properly labeled and shall provide public education signage for the Container areas and extra signs for public and common areas such as mail and laundry rooms, etc.
 3. **Preparation and Distribution of Public Education Materials.** Contractor shall provide Owner or property manager with education materials which describe the requirements of the Recyclable Materials and Organic Materials Collection programs, including flyers and door hangers for distribution to tenants, signage for common areas such as mail rooms and laundry rooms, and move-in kits for new tenants.
- B. **Notification to Multi-Family Dwelling Customers.** Upon request from a new or current Customer for new or changes in service, Contractor shall notify Customer of the services offered by Contractor. Such notification shall be provided in English and/or Spanish.
- C. **Community Events.** At the direction of City, Contractor shall participate in and promote diversion techniques at community events and local activities. Participation includes providing educational and public outreach information and promotional giveaways in an effort to promote City's waste reduction and Recycling program goals.
- D. **Signs and Placards.** Contractor shall be responsible for preparing, distributing, and (subject to the consent of Customer) posting signs and placards at Multi-Family Dwelling Premises that promote Collection services, describe the program requirements, and identify allowable and prohibited types of materials for Collection. At a minimum, these signs shall be durable, weather resistant and posted in the Container areas. Upon request of Customer, Contractor shall provide signage and Container labeling in a second language such as, but not limited to, Spanish. Within ten (10) Business Days of Customer's request, Contractor shall provide extra signage for use in areas such as laundry and mail rooms at Multi-Family Residential Complexes.

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7.06 Emergency Services and Contingency Plan

A. Emergency Services.

1. Contractor shall provide emergency services at City's request in the event of an emergency, such as major accidents, disruptions, or natural calamities. Emergency services may include, but are not limited to:
 - a. Collecting, Processing, Composting, or Recycling materials, and/or provision of other services directly related to, or similar to the services normally provided by Contractor under the Agreement.
 - b. Provision of equipment and/or personnel to City for City-directed collection and removal of material. In this instance, the provisions of Articles 12.04.A, 12.04.B, 12.04.C, 12.04.E, 12.04.G, 12.05.B, 12.05.C, and 12.06 shall apply.
2. Except to the extent Contractor is unable to do so due to the direct effects of an emergency, Contractor shall be capable of providing emergency services within eight (8) hours of notification by City or as soon thereafter as is reasonably practical in light of the circumstances.
3. Emergency services which exceed Contractor's obligations shall be compensated in accordance with Articles 11 and 12, to the extent that Contractor costs exceed costs Contractor would normally incur during the duration of the emergency.
4. If Contractor cannot or will not provide the requested emergency services in a timely manner, City may unilaterally suspend Contractor's exclusive rights as provided in Article 4 for the duration of the period during which emergency services are needed by City. City shall have the right to temporarily: (i) take possession of Contractor's equipment for the purposes of providing emergency services in accordance with Article 12; and, (ii) arrange for other parties to provide assistance in collecting and transporting materials and debris.

B. Contingency Plan.

1. Contractor shall maintain a written contingency plan demonstrating Contractor's arrangements to provide vehicles and personnel and to maintain uninterrupted service during mechanical breakdowns, strikes, work stoppages and other concerted job actions, and other similar events, including the events described in Article 14.09; provided, however, that the fact that Contractor has a contingency plan shall not limit Contractor's right to be excused from performance pursuant to Article 14.09.
2. Contractor shall review and update the written contingency plan at least annually, and at City request, and shall annually submit the current plan to City as provided in Article 9.07.

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7.07 Annual Route and Program Audit

- A. **General.** Contractor shall conduct a comprehensive route and program audit of City such that every route is reviewed at least once annually and shall dedicate one full-time personnel (Auditor) to this effort. The goal of the audits are to ensure the City is in compliance with the Contamination monitoring requirements of SB 1383 and that services rendered to Customers, whether charged or not, are correctly reported to City, and to determine rates of participation and Collected Diversion. Prior to the first audit, City and Contractor shall meet to discuss audit scope and procedures.
- B. **Scope of Audit.** Each audit will include (i) lid flipping to determine Contamination and level of participation in separation programs; (ii) number and type of Containers at each Account; and (iii) Collection frequency of each Container at each Account. At City's discretion, Contractor may be asked to address some or all of the following by Service Sector on any given audit, but not more often than once every three (3) years: (iv) number of accounts; (v) Customer address; (vi) number of Bin and Cart lifts; (vii) number of Drop Box pulls; (viii) number of service stops; (ix) route hours per year; (x) number of Unscheduled Services by service type; (xi) rates of participation in Diversion programs; (xii) average set-out amounts of material for Diversion programs; (xiii) rate of Diversion for materials as Collected; and (xiv) Tonnages Collected by material type.
- C. **Methodology.** One route will be audited every other week. Auditor shall employ software to maximize efficiency and accuracy (which allows inclusion of photographs) and shall:
1. Audit a minimum of fifteen (15) percent of route set outs (for Residential) or Bins on site (for Commercial or Multi-Family).
 2. Leave a courtesy notice on each Contaminated Cart or Bin.
 3. Complete an audit summary report for each route audit, including address, account number, Cart or Bin sizes, type of Contaminants, and service level recommendations.
 4. Coordinate with Recology Waste Zero Specialists on any Commercial or Multi-Family account with more than ten (10) percent Contamination for follow-up, training, outreach, or other factors (such as illegal dumping or shared containers).
- D. **Other Duties of Auditor.** It is expected the duties assigned to the Auditor in Sections 7.07.A-C. will require about half-time effort. The remainder of the Auditor's time will be dedicated to assisting the Waste Zero Specialists and route supervisors, and with conducting audits specifically on loads downgraded by any processor due to excessive Contamination.
- E. **Quality Control.** Contractor shall provide a level of supervisory oversight and Auditor training sufficient to ensure the integrity and quality of the results. The work of drivers and of temporary staff assigned or hired to assist in the on-route portions of the route assessment, shall be closely monitored and assessed on a daily basis for quality control purposes and to ensure that all objectives are fully met.

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- F. **Reporting.** Contractor shall provide a report of the methodology and results of the comprehensive route audit to City within one week of audit completion, unless it is a year in which City requested additional audit items listed in Section 707.B.(iv) through (xiv) above, in which case Contractor shall submit the report within forty-five (45) days. City may review and request changes to the report. Such report should also include information, suggestions, or corrections needed to improve Contractor operations or City programs, if applicable.

7.08 **Waste Generation and Characterization Studies**

Contractor acknowledges City may perform periodic generation and characterization studies of Recyclable Materials, Organic Materials, and/or Solid Waste, at its own cost and expense, to determine the composition and Contamination levels of Collected materials. Contractor agrees to participate and cooperate with City and its agents in such studies, at no cost to Contractor and without disruption to Contractor's activities.

7.09 **Carbon Footprint Measuring**

Contractor shall develop and submit to City an annual climate action report, for submittal to City as provided in Article 9.07. Contractor shall annually file its emissions data with the California Climate Action Registry (CCAR). The annual climate action report shall be submitted with Contractor's annual report. This report shall include: information on Contractor's emissions data filed with CCAR; a description of Contractor's carbon footprint; and a description of Contractor's activities, both planned and implemented, to reduce its carbon footprint.

7.10 **Performance Audit.**

- A. **Conduct of Audit.** Once every three (3) years, City may conduct, at City expense, and Contractor must cooperate in, a performance audit to determine whether Contractor's services are being provided in accordance with the terms of this Agreement and in as efficient a manner as is consistent with the requirements of this Agreement. The performance audit shall be performed by a qualified independent consultant to be selected by City with input from Contractor.
- B. **Contractor Cooperation During Audit.** Contractor shall fully cooperate with City and independent consultant, including but not limited to, providing, at a minimum, the following: timely access to requested information and staff; and participation by management and supervisory staff in interviews.
- C. **Contractor's Right to Comment.** Contractor shall be provided, prior to final draft or final written report prepared by the consultant regarding the performance audit, an opportunity to review said report, and shall have a minimum of ten (10) working days, or as otherwise agreed by both Parties, following receipt of the draft or final written report to submit written comments to City and the consultant. Upon request of either Party, City and Contractor shall promptly meet to discuss whether any changes should be made in Contractor's operations as a result of the performance audit.

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- D. **Change in Compensation.** City shall fairly compensate Contractor for increases in Contractor's Allowable Expenses resulting from changes in Contractor's operations as a result of the performance audit, except to the extent such changes reasonably fall within the general requirements of Article 5.01 to provide service in a thorough and professional manner. At a minimum, Contractor shall implement those changes, at City's request, that improve service at the same cost or such increased cost approved by City, or retain the same service at a lower cost.
- E. **Implementation of Changes.** Contractor shall take reasonable direction from City in implementing the changes in a timely manner, including developing a draft implementation plan for City review and developing a process for monitoring implementation and results.

7.11 Pilot Programs

- A. **General.** City may direct Contractor to conduct one or more pilot programs that temporarily change the Collection method, equipment, or the type of service for up to five percent (5%) of total Collected material. City and Contractor shall execute a letter of agreement setting forth the agreed-upon terms of the pilot program including program costs, program operating parameters, and program duration. Contractor shall perform any additional required record keeping and reporting. A pilot program pursuant to this Article 7.11 shall be treated as a City-directed change under Article 15.12.
- B. **Pilot Programs.** Contractor agrees to coordinate with City, and to take reasonable direction from City, to design, develop, conduct, collect and analyze data, and to evaluate the results of Collection pilot programs as City may design to implement a reduced Residential garbage Collection program. Contractor agrees that:
1. Any pilot will commence at a date of mutual agreement.
 2. The pilot will be of an adequate duration to provide information that will support development, at City discretion, of a full-scale program.
 3. This pilot is not subject to Article 15.12 and will not result in an adjustment in compensation.
 4. At City discretion, the pilot may be conducted City-wide, in parts of City, and/or may have different elements in different locations based on housing type, demographics or other factors. City agrees to schedule the pilot in a manner that maximizes the efficiency of conducting the pilot and minimizes disruption to Contractor's provision of services.
 5. Contractor will collect and provide to City, such data as is reasonably required to fully evaluate pilot program results, including but not limited to, rates of participation by route and portions of routes, sampling of set-out amounts, and sampling of material composition. Contractor shall take reasonable City direction regarding the content and format for data collection and reporting, and shall cooperate with, and assist City in analyzing the data.

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6. City may direct Contractor to deliver Collected pilot materials to a third-party facility, in which case City and Contractor will determine reasonable added compensation pursuant to Article 15.12, to the extent the cost of transport to the third-party facility exceeds the cost of transport to the Rogers Avenue Transfer Station.

7.12 Other Projects and Studies.

- A. **General.** City may periodically conduct additional projects and studies relating to this Agreement, and Contractor shall cooperate with City and its contractors regarding them. Such projects and studies may include, but not be limited to, those described in 7.12.B.
- B. **Cost of Service Studies.** City may periodically use Contractor and City information and data to determine the cost of service for any or all services provided by Contractor pursuant to this Agreement, as well as related services provided to City by third parties.

Article 8: Operations, Equipment, and Personnel

8.01 Collection Hours**A. Hours of Collection.**

1. **General.** Collection may occur only within hours authorized by City. If City amends the Municipal Code to further limit hours of operation beyond those specified in this Article 8.01, the more restrictive requirement (i.e., the later start time and the earlier time after which operations shall cease) shall control.
2. **Accurate Information.** In all verbal and written communications, Contractor and its representatives shall provide accurate information regarding City-approved hours of Collection.
3. **Residential Areas.** Contractor may not Collect materials in Residential areas or within 300 feet of Residential areas earlier than 7:00 a.m. or later than 5:00 p.m., unless approved by City.
4. **Non-Residential Areas.** Contractor may not Collect materials in non-Residential areas earlier than 6:00 a.m. or later than 6:00 p.m., unless approved by City.
5. **Holiday Schedule.** Regular Collection schedules need not be maintained on Holidays, and any other holidays mutually agreed by the Parties. In years when these Holidays fall on a regular Collection day (Monday through Friday), the Collection schedule for the holiday and subsequent days of the week shall be moved to the following Day (e.g., Friday Collections shall be moved to Saturday, provided the SMaRT Station is open to accept materials). If such Holidays fall on a Saturday, Collections shall either be made the day before on Friday or the following Monday. Contractor shall notify Generators of these schedule changes in accordance with Section 8.02.L.
6. **Local Noise Ordinance.** If a City ordinance regulating noise limits the hours of Collection more restrictively than the preceding subsections, the terms of the ordinance shall govern.

B. Route Schedules, Maps and Driver Books.

1. Contractor shall Collect materials from each Residential Premise with Cart service on a Monday-through-Friday schedule on the same day each week as determined by Contractor. Collection shall be once each week, or once every other week, as provided in Article 5.
2. Contractor shall develop and maintain Collection routes that minimize damage to City and private streets, and minimize inconvenience and disturbance to the public.
3. For each Collection route, Contractor shall maintain a route book and route map that documents each Customer on the route, their service address, service level, and the order in which Customers shall be serviced (e.g., the order in which routes shall be driven).

4. Contractor shall distribute new route books and route maps to its Collection vehicle drivers as frequently as necessary, and each driver shall note differences in the service levels shown in the route book, adding and subtracting Customers and service levels, as necessary.
5. Route supervisors shall periodically, but no less than quarterly, check the routes to ensure that drivers are providing service in accordance with their route books.
6. Upon City notice of ten (10) Business Days, Contractor shall provide City route schedules, routing maps, and/or routing books. City may require changes in schedules, and may request that Contractor make changes to routing maps and books.
7. City may, at its discretion, meet with Contractor and review Contractor's operations plan specifying Collection routes, intervals of Collection and Collection times for all materials Collected under this Agreement. More frequent reviews may be required if operations are not satisfactory based on documented observations, reports, or complaints.
8. If City determines the plan does not adequately address the unsatisfactory performance, City may direct Contractor to revise the plan, incorporate any changes into a revised plan, and review said revised plan with City within thirty (30) Days of the initial meeting with City.

8.02 Collection Standards

A. General.

1. **Container Placement.** Contractor shall Collect the contents and return each Container to the location where Occupant properly placed Container for Collection. Contractor shall place Containers upright with lids properly closed and secured. Contractor shall use due care when handling Containers. Contractor shall not throw, roughly handle, damage, or break Containers.
2. **Special Services.** Upon Customer request, Contractor shall provide Special Services including: unlocking and locking Containers, accessing locked Container enclosures (e.g., with a key or combination lock), and pulling or pushing Containers to the Collection vehicle. Contractor shall provide Special Services upon request from Customer, at the Rates specified in Attachment P, as appropriate.
3. **Separate Collection of Materials and Allocation of City Materials.** Contractor shall separately Collect and segregate Recyclable Materials, Organic Materials, and Solid Waste from each other and shall keep them segregated during transportation and delivery to Designated Facilities. Contractor shall not collect materials from within City in the same Collection vehicles used to provide Collection service to other jurisdictions without prior written approval of City, except on an emergency basis for less than 5 days, and shall report such occurrences to City within 30 days of occurrence.

4. **Load Transfer.** Contractor shall not transfer loads from one Collection vehicle to another on any public street, unless it is necessary to do so because of mechanical failure in order to remove weight prior to towing, emergency (e.g., combustion of material in the vehicle), accidental damage to a vehicle, or unless otherwise approved by City.
 5. **Traffic Laws.** Contractor shall ensure that drivers obey all traffics laws at all times.
- B. **Implementation of New or Modified Services.** Contractor's implementation of the services required by this Agreement shall occur in a smooth and seamless manner so that Customers do not experience disruption in Collection services when new or modified services are initiated. Contractor shall be responsible for managing implementation of new Collection services and other related services and shall do so in accordance with Attachment E, Implementation Plan.
- C. **New Customers and Change in Service Levels.**
1. **New Service.** Contractor shall deliver Containers and initiate Collection services for a new Customer within five (5) Business Days of City or Customer's request for service. If an existing Customer requests a change in the number or size of their Recyclable Materials, Organic Materials, or Solid Waste Containers and/or frequency of Collection, Contractor shall deliver additional Containers and/or remove Containers and shall initiate changes in Collection services within five (5) Business Days of Customer's request for a change in service.
 2. **Stops and Starts.** If Contractor is contacted by Customer to request changes in Collection services (including starting service, stopping service, change of ownership, change of Bin size(s), frequency of pickup, Bin location, etc.) and such Customer is included in the Utility Billing system, Contractor shall accept and record the information without need to refer the call to City's Revenue Division. All service changes, including those for Debris Box or Unscheduled Service Customers or any other Customers which are not included in Utility Billing system, shall be transmitted to City's Revenue Division within one (1) week. Upon notification of a requested start or change in service by either a Customer or City, Contractor shall deliver Containers to Customers within five (5) working days. Information on these changes shall be submitted by Contractor to City with the monthly report as provided in Article 9.05.
 3. **Service Cancellation.** Upon cancellation of any service by Customer, or upon notification of cancellation of service by City, Contractor shall remove all Containers from the premises within seven (7) days.
 4. **Notices Regarding Collection Requirements.** Within seven (7) days after receiving actual notice from Customer or City that a formerly unoccupied Residential or Commercial Premise is occupied, or that a change of ownership of an occupied Multi-Family Dwelling or Commercial Premise has occurred, and if Owner or Generator has failed to request Collection service, Contractor shall give written notice to Owner of the premises and Generator that weekly Collection service is required by City ordinance. A copy of such

written notice shall be sent to City at the same time such notice is sent to Owner and Generator.

- D. **Missed Pick Ups.** When notified of a Missed Pick Up, a late set-out or a corrected set-out, Contractor shall Collect on the same day if the notice is received by Noon, and by end of the following Business Day if the notice is received after Noon. Contractor may charge a return trip fee only for late or corrected set-outs.
- E. **Set-Out Instructions to Customer.** Contractor shall instruct Customers as to any preparation of Recyclable Materials, Organic Materials and Solid Waste for set-out and the proper placement of Containers. If Customers are not adhering to Contractor's instructions, Contractor may notify such Customers in writing. In cases of extreme or repeated failure to comply with such instructions, Contractor may cease providing Recyclable Materials or Organic Materials service to such Customers, and increase Solid Waste service accordingly, provided Contractor has met the requirements of Article 8.02.G. If Contractor ceases providing Collection service under this section, Contractor shall notify Customer in writing of action taken and the steps Customer must take to recommence Collection service.
- F. **Contractor Methods of Controlling Contamination.**
1. In addition to route auditing requirements specified in Section 7.07, Contractor shall assist in educating Customers regarding acceptable and non-acceptable materials, by generally monitoring the contents of Collection Containers and by refusing to Collect Containers of Recyclable Materials, and Organic Materials that appear to include more than minimal Contamination.
 2. Drivers shall observe via the hopper video camera and monitor system, or via visual inspection, the contents of the Cart as it is being emptied into the vehicle. If the driver observes more than a minimal amount of Contamination, the driver shall affix a courtesy notice to the emptied Cart. The courtesy notice shall (i) inform Customer of the observed presence of unacceptable levels of Contamination, (ii) include the date and time the notice was left, and (iii) describe the additional future charge to Customer for Contractor to return and Collect Contaminated Containers after Customer removes the Contamination, should Contamination recur.
 3. Upon the next regularly scheduled Collection day, the driver shall dismount the Collection vehicle, lift the lid of the Cart and visually inspect the contents. If the driver determines the Cart again contains excess Contamination, the Cart will not be collected. Instead, the driver will report the non-Collection event and shall affix a Non-Collection notice to the Cart as provided in Article 8.02.G.
 4. If a driver observes Hazardous Waste in a Container prior to Collection, the driver shall record that observation in the route sheet and inform the route supervisor. The route supervisor shall investigate and initiate applicable action as provided in Article 8.07.

5. Whenever a Container is not Collected because of excess Contamination, a qualified employee will make a diligent attempt to contact Customer to discuss, and encourage Customer to adopt proper materials-preparation and separation procedures.

G. **Non-Collection Notices.** Contractor may choose not to Collect materials for any of the following reasons:

1. Recyclable Materials or Organic Materials contain more than a minimal amount of Contamination, as provided in Article 8.02.F.
2. Materials contain Hazardous Waste.
3. The loaded weight of a Container exceeds the maximum load limit specified by the Container manufacturer and specified in Attachment M.
4. Materials are not placed in Containers other than Extra Set-Outs properly prepared as described in 8.02.H.
5. The volume of materials placed in a Container exceeds the volume of the Container with the lid closed.
6. Access to Containers or the materials therein is blocked other than as allowed in Article 5.02.A.5, 5.02.B.4, and 5.02.C.3 (Obstructions).
7. Containers are not set-out Curbside or, in the case of Commercial, Multi-Family, or backyard or other Special Service, are not accessible to Contractor at the agreed-upon location.
8. Containers or materials are otherwise set-out in violation of the Municipal Code.

In each of the above instances, Contractor shall issue a Non-Collection Notice stating the reason(s) the materials were not Collected. Non-Collection Notices must identify the steps Customer must take to recommence Collection service. In the event a Container is not collected due to excessive Contamination or presence of Hazardous Waste and Customer does not take the necessary steps to recommence Collection service, Contractor shall notify City and Customer shall be assessed a fee approved by City for Collection of the Container as Solid Waste. The additional fee charged to Customer may include: (i) a return trip charge and/or (ii) an extra Collection charge. In addition, except in the case of Contamination as provided in Article 8.02.F.4, whenever a Container at a Commercial Premise or a Multi-Family Complex is not Collected, Contractor shall contact Customer on the scheduled Collection day by telephone to explain why the Container was not Collected.

With regard to Non-Collection Notices:

1. The Non-Collection Notice shall be affixed securely onto the Container (if accessible to Contractor) to ensure that it is not inadvertently removed due to weather conditions.

2. Non-Collection Notices must be protected from rain, if precipitation is present or forecasted, by placing the notice in a clear plastic bag prior to affixing to Container.
3. Contractor shall document the use of Non-Collection Notices by recording the date and time of issuance, address of service recipient, reason(s) for issuance, name of employee who issued the notice, and truck and route numbers.
4. Non-Collection Notices shall be at least two inches by six inches (2" x 6") in size.
5. City may at any time review the format of Non-Collection Notices and specify changes to be made by Contractor, as needed.

Contractor shall report monthly to City any Non-Collection Notices issued as provided in Article 9.05. Contractor shall take direction from City with regard to termination or reinstatement of service to a service recipient due to numerous Non-Collection Notices issued to the same Customer.

H. **Collection of Extra Set-Outs.** Contractor shall direct its employees to Collect Extra Set-Outs of Recyclable Materials and Organic Materials as provided in Articles 5.03 and 5.04. For instances in which Customers that set-out Recyclable Materials or Organic Materials in excess of those provided for in Articles 5.03 and 5.04, Contractor shall Collect the excess material and shall leave Customer a notice stating that an excess amount of material was set-out, that excess set-outs of Recyclable Material or Organic Materials will not be Collected in the future, and that additional Carts and/or larger Carts are available if needed on an ongoing basis.

I. **Care of Private Property.** Contractor shall train employees in avoiding damage to private property. Contractor shall ensure that:

1. Its employees close all gates to trash enclosures, Residential backyards, parking garages or surrounding properties that were opened during Collection, unless otherwise directed by Customer, and avoid crossing landscaped areas and climbing or jumping over hedges and fences.
2. Its employees use due care when handling Customer-owned Containers, such as are allowed for use for Extra Set-Outs.
3. Containers in general shall not be thrown from trucks or roughly handled in a manner likely to result in damage to the Containers. Containers shall be returned to the Collection point upright, with lids properly closed and secured, and within twelve (12) inches of the face of curb in Residential areas.

Contractor shall endeavor to resolve all claims regarding damage to private property as soon as reasonably practicable following receipt thereof, made by Owners or Occupants of property served by Contractor, for damage to property including, but not limited to, Containers and keep Customer updated on status of claim until resolved. In the event such damage shall have been caused by the negligence or intentional acts of Contractor, its officers, agents, or employees, Contractor shall promptly repair or replace such damaged property.

The provisions of this Article 8.02.I shall not be deemed a limitation upon any other provisions of this Agreement, or any rights or remedies which may accrue to City by reason of Contractor's acts or omissions to act hereunder. Contractor shall endeavor repair damage and/or resolve claims regarding damage to property within thirty (30) Days of receipt of the complaint.

J. Litter and Spill Abatement.

1. **Minimization and Clean-Up of Litter and Spills of Collected Material.** During Collection, and until delivery of Collected materials to a Designated Facility, Contractor shall use due care to prevent spills or scattering of any Recyclable Materials, Organic Materials, or Solid Waste. In this instance, "due care" means:
 - a. Checking rear view mirrors to verify there are no spills prior to leaving the site of Collection.
 - b. If any Recyclable Materials, Organic Materials, or Solid Waste is spilled, whether during Collection or off-route, driver shall promptly clean up all spilled materials before continuing to the next Collection location. Each Collection vehicle shall be equipped with protective gloves, a broom, and shovel at all times for cleaning up litter. Absorbent material shall be carried on each Collection vehicle at all times and used for cleaning up liquid spills.
2. **Minimization and Clean-Up of Spills of Vehicle Fluids.** Contractor shall use due care to prevent vehicle oil, vehicle fuel, or other liquids from being spilled during Collection or transportation operations as provided in Article 8.03.D. In this instance, "due care" means:
 - a. Daily inspection of Collection vehicles to identify any visible leaks.
 - b. Maintenance of Collection vehicles to minimize and correct any leaks.
 - c. Prompt clean-up of liquid spills or leaked liquids on the same day they occur.
 - d. With respect to spillage or scattering of hydraulic fluid, vehicle oil, vehicle fuel or similar fluids, "clean up" means application of absorbents to mitigate the effects of the spill, and protection of storm drains, if applicable, and includes removing (or being responsible for the cost of removing) any major visible stain that may remain after such absorbents have been applied.
3. **Repeated Instances of Customer Spillage or Litter.** Contractor shall discuss instances of repeated spillage not caused by it directly with the responsible Customer and will report such instances to City (e.g., un-bagged Solid Waste). If Contractor is unable to rectify the situation with Customer after repeated documented efforts by letter and telephone, City will attempt to rectify with Customer. Contractor shall not suspend Collection for Customer's failure to remove spills blocking access to Containers without first notifying City and receiving approval to do so.

4. **Litter Abatement Best Practices.** Contractor shall conduct public outreach and staff training to Customers on best management practices for litter abatement at no extra charge to the City when no additional direct expenses are incurred by Contractor that are outside the scope of the Public Education and Outreach Program as described in Attachment D. If requested outreach and staff training would result in additional direct expenses to Contractor, the City shall be notified. If the City decides to pay direct expenses, Contractor shall conduct activities for no additional charge to the customer. If the City does not agree to pay direct expenses, Contractor shall be under no obligation to provide the requested services. Such best management practices include, without limitation:
- a. Closing Container lids and right sizing service: Contractor staff will tag overfull containers with "reminder stickers," which will serve as outreach and education to the Customer. Photos of the container will be taken by drivers, attached to the Customer's account and will be available to outreach and Customer service staff to demonstrate to the Customer where a problem exists. The Parties will mutually agree upon a schedule for implementing this procedure.
 - b. Outreach to Customer on importance of bagging lightweight materials such as plastic bags, film plastics, foam peanuts, and other materials that can easily become litter due to their lightweight nature.
 - c. Driver training on litter reduction techniques and litter removal best management practices.
 - d. Affixing signage to the back of Contractor trucks which reads substantially similar to the following, and to include Contractor's contact information: "Help us keep our roadways and waterways clean. If you see litter falling out of this truck, please contact 800-XXX-XXXX".
5. **Coordination with City Street Sweeping.** With regard to this Section 8.02.J, Contractor shall coordinate with City regarding City street cleaning activities to minimize litter.
6. **Covering of Loads.** Contractor shall place tarps on all open Debris Boxes during transport to the SMaRT Station or other Designated Facility. Loads not properly covered may be subject to assessment of a fee by the operator of the SMaRT Station or other Designated Facility and Contractor shall be responsible for all such fees which shall be excluded from Allowable Expenses. Alternatively, the facility operator may require Contractor to purchase a tarp for the boxes on the vehicle.
- K. **Noise.** Contractor shall conduct all Collection services as quietly as practicable, avoiding any unnecessary noise, and shall conform to any federal, State, County and City statutes or ordinances regulating noise levels permissible during Collection. All vehicles used by Contractor to perform services under this Agreement shall conform to State regulations regarding permissible noise levels for such vehicles. City may conduct random checks of noise emission levels to ensure compliance with this Section. Contractor shall promptly resolve any complaints of noise to the satisfaction of City.

- L. **Change of Collection Schedule.** Contractor shall obtain approval from City a minimum of sixty (60) Business Days prior to any change of Collection day(s). Such approval shall not be unreasonably withheld by City. In the event that Contractor requires a change in Collection day(s), Contractor, by written notice directly to Customers affected by such change and by public announcement in a newspaper of general daily circulation in City and approved by City, shall notify each affected Customer not less than thirty (30) days before Contractor changes any regularly scheduled Collection day, including schedule changes due to a holiday, and shall send written notice of any such change to City thirty (30) days before the day on which the Customer is so notified. In the event that City requires a change in Collection day(s), City shall notify Customers in the same manner listed above. Contractor shall not permit any Customer to go more than five (5) Business Days without service in connection with a Collection schedule change.
- M. **Abandoned Waste.** As requested by City, Contractor shall have the responsibility to Collect and Dispose of Solid Waste that has been improperly deposited at locations other than those designated for collection of Solid Waste pursuant to this Agreement, so long as such improperly deposited Solid Waste does not contain Biomedical Waste, Designated Waste or Hazardous Waste and is not loose, but is either a bulky waste or bagged or otherwise contained material. This service shall be provided by the same crew that provides Contractor's scheduled On-Call Clean Up service. As directed by City, Contractor shall collect such improperly deposited material on the day that On-Call collections would normally be taking place in the area where the improper deposit occurred. The expenses associated with the collection and disposal of improperly deposited Solid Waste shall be included in the On-Call Plus Cleanup Collection Program and thus are considered an Allowable Expense for Rate-setting purposes pursuant to Article 11.

8.03 Vehicles

A. General.

1. **Provision of Fleet.** Contractor shall provide a fleet of Collection vehicles sufficient in number and capacity to efficiently perform the work required by the Agreement in accordance with the inventory provided in Attachment A. Prior to, and following the Commencement Date, and based on the requirements of Attachment E Implementation Plan, Contractor shall acquire additional Collection vehicles and put such vehicles as specified in Attachment A into service in performing Collection operations for the remainder of the Term.
2. **Provision of Spares.** Contractor shall maintain sufficient back-up vehicles for each type of Collection vehicle used (e.g., side loader, front loader, and roll-off vehicles) to respond to mechanical breakdowns, complaints, and emergencies. Contractor shall maintain a spare ratio of ten percent (10%) for all Collection vehicles.
3. **Tare Weights.** Annually, Contractor shall have each Collection vehicle weighed to determine the unloaded weight ("tare weight") and the total loaded weight of the vehicle. Upon a repair that could affect the Collection vehicle tare weight, Contractor shall have the Collection vehicle re-weighed to establish a new tare weight. Contractor shall track

and make adjustments to routes to eliminate ongoing over-weights associated with individual routes.

4. **Vehicles for New Programs.** As required in Attachment E, Implementation Plan, Contractor shall confer with City prior to purchasing any new vehicles for use in providing new or modified services under the Agreement. Contractor shall also confer with City prior to purchasing any new vehicles for use in any Collection programs developed subsequent to the execution date of the Agreement. In each instance, the specifications for all vehicles shall be submitted to City for approval prior to their use.
5. **Vehicle Inventory.** Contractor shall maintain and furnish City annually a written inventory of all Collection, supervisory, repair, or other vehicles used in providing service under the Agreement. The inventory shall list all vehicles by manufacturer, identification numbers (company, VIN, transfer station), date of acquisition, type, capacity, ARB date, Collection route number, and decibel rating.
6. **Hard-to-Serve Areas.** Contractor shall operate an adequate number of Collection vehicles that shall be capable of servicing hard-to-service areas.
7. **No Commingling of Fleets.** Contractor shall not commingle equipment with that of an Affiliate, or use equipment for Collection other than specified in this Agreement, without prior written approval of City, except on an emergency basis for less than five (5) days, and shall report such occurrences to City within 30 days of such occurrences.

B. Conversion to Renewable Diesel Fuel Powered Vehicles.

Contractor shall replace diesel fuel and Compressed Natural Gas (CNG) Collection vehicles with new renewable diesel fuel powered Collection vehicles, according to the schedule provided in Attachment F. Contractor shall at all times use its best efforts to source renewable fuel that does not include palm oil.

C. Electric Collection Vehicle Pilot.

Contractor shall put into service, for a limited duration pilot, an electrically-powered commercial collection vehicle. The duration of the pilot shall be agreed upon between the City and Contractor. The Contractor will draft a report documenting the results of the pilot and findings related to the potential future use of such vehicles in Contractor's collection fleet.

D. General Vehicle Specifications.

1. All vehicles used by Contractor in providing Recyclable Material, Organic Materials, and Solid Waste Collection services shall be registered with the California Department of Motor Vehicles.

2. All Collection vehicles shall have leak-proof bodies designed to prevent leakage, spillage and/or overflow and shall be designed so that Collected materials are not visible.
 3. All vehicles shall comply with California Environmental Protection Agency (EPA) noise emission regulations and California Air Resources Board (CARB) air quality regulations and other applicable pollution control regulations.
 4. All Collection vehicles shall be equipped with a working communication device, and data transmission capability that allows for Contractor tracking of vehicle movements in real time.
 5. All Collection vehicles shall be equipped with a broom, shovel, absorbent materials, and other approved cleanup devices and materials for emergencies, or any spillage or leaks that may occur.
 6. All vehicles shall be painted in a uniform manner that does not create a resemblance between Contractor's vehicles and City utility vehicles.
- E. **Vehicle Identification and Signage.** Each vehicle shall prominently display Contractor's name, local telephone number including area code, and a unique vehicle identification number designated by Contractor for each vehicle to be placed on all four (4) sides of the vehicles, in letters and numbers with a maximum five (5) digit sequence, that are no less than three (3") inches in height. When feasible, vehicles shall be clearly labeled to indicate the materials Collected by that vehicle, specifically; "Recyclable Materials," "Organic Materials" (or "Food Waste" as appropriate), or "Solid Waste". All vehicles used for Collection in City shall have placed thereon the words "Recology Mountain View" or similar terminology acceptable to City. Contractor shall not place the City's logo on its vehicles. Vehicles shall be clearly labeled with SMaRT Station identification number and CARB decal.

Three (3) Vehicles shall be equipped with sign board holders or other hardware to allow public education signage of no less than thirty-six (36) by forty-eight (48) inches to be displayed on both sides of the vehicle. The actual sign boards will be designed by the City and printed and installed by Contractor. These first three vehicles signs shall be at no cost to the City. If deemed to be an effective outreach tool, additional vehicles may be added to this program at City's request based on Contractor's Allowable Revenue requirement of \$3,000 per vehicle, and inflated by CPI-U for each year beyond the Effective Date of this Agreement that vehicles are added to the program.

F. **Cleaning and Maintenance.**

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

2. **Cleaning.** Vehicles used in the Collection of Recyclable Materials, Organic Materials, and Solid Waste shall be thoroughly washed and thoroughly steam cleaned weekly inside and outside so as to maintain a neat and clean condition and control odors. City may inspect vehicles at any time to determine compliance with this Agreement. Contractor shall also make vehicles available to the Santa Clara County Health Department for inspection, at any frequency it requests.
 3. **Repainting or Refurbishing.** Contractor shall repaint or refurbish to the satisfaction of City all vehicles used in the Collection of Recyclable Materials, Organic Materials, and Solid Waste within thirty (30) Business Days' notice from City, if City reasonably determines that their appearance warrants repainting or refurbishment, the cost for which shall be incurred by Contractor.]
 4. **Maintenance.** Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly shall be removed from service until repaired and operating properly. Contractor shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule or in accordance with California Highway Patrol standards, whichever are more stringent. Contractor shall keep accurate records of all vehicle maintenance, recorded according to date and mileage, and shall make such records available to City upon request.
 5. **Repair.** Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown, hydraulic oil or engine oil leaks, or any other cause so as to maintain all equipment in a safe and operable condition. If an item of repair is covered by a warranty, Contractor shall obtain warranty performance. Contractor shall maintain accurate records of repair, which shall include the date, mileage, nature of repair and verification by signature of a maintenance supervisor that the repair has been properly performed. Contractor shall notify City immediately if any Collection vehicle is out of service more than ten (10) Business Days and what vehicle is being used to replace it.
 6. **Spill and Leak Prevention.** Hydraulic oil, engine oil, and other spills from Collection vehicles are a concern to City. Contractor shall include as part of maintenance activities a process for tracking the number and nature of automotive spills by specific vehicle (type of fluid, amount lost, failure point) diagnosing the cause of those spills. Based on the results of the process, Contractor shall implement appropriate corrective actions to address issues that are contributing factors to vehicle spills (e.g., revise specifications for specific part failures, revise preventative maintenance schedule to address timing of failures), so that each occurrence is controlled and minimized.
 7. **Storage.** Contractor shall arrange to store all vehicles and other equipment in safe and secure location(s) in accordance with all applicable zoning regulations.
- G. **Operation.** Vehicles shall be operated in compliance with federal, State and local laws and regulations including, but not limited to, the California Vehicle Code, the regulations of the

California Air Resources Board (CARB) Waste Collection Vehicle Regulations as established in the California Code of Regulations Title 13, Section 2700 et seq., and all applicable safety and local ordinances. All Contractor vehicles used in conjunction with this Agreement shall be registered with the California Department of Motor Vehicles. Equipment shall comply with US EPA noise emission regulations, currently codified at 40 CFR Part 205 and other applicable State, regional, or local noise control regulations, and shall incorporate noise control features throughout the entire vehicle. Annually, as provided in Article 9.07, Contractor shall provide City with documentation of such compliance for each vehicle. For example, with regard to CARB regulations, such documentation shall demonstrate, at a minimum, the vehicle number, make, model, year, control technology used or planned, and the year the control technology was applied or is planned to be applied. Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by federal, State, or local weight restrictions on vehicles or roads.

8.04 Reserved

8.05 Containers

A. General.

1. **Provision of Containers.** As part of its obligations under this Agreement, Contractor shall provide all Carts, Bins, and Drop Boxes to all Customers, commensurate with the service levels subscribed for by such Customer (or selected by City, in the case of service to City Facilities set forth on Attachment L). Newly purchased Containers shall meet the color and labeling requirements specified in the Attachment M, and notwithstanding any other provision of this Agreement, the color and labeling requirements specified in Attachment M shall apply only to newly purchased Containers. Contractor shall not be required to provide Compactors, but Customers may own or lease Compactors for Solid Waste and have them serviced by Contractor, provided they are compatible with Contractor's equipment.
2. **Container Inventory.** Contractor shall maintain a Container inventory sufficient to provide all services required under the Agreement, including providing Customer-requested Containers within the timeframes required by the Agreement. Contractor shall maintain and, upon request, furnish City a written inventory of all Containers used in providing service under the Agreement.

- B. **Residential Cart Service.** Containers shall be provided as described in this section and as shown in the tables included in Attachment G, Residential Service Tables. A 64-gallon Recyclable Materials Cart, a 96-gallon Organics Cart, and a Solid Waste Cart in the size corresponding to Customer's existing service level or as specifically requested and subscribed for by Customer. Contractor shall make available Solid Waste Carts with the following approximate capacities: 24, 32, 64, and 96 gallons. The Recycling Cart shall be divided internally into two compartments ("split" Cart). At Customer's request, Contractor shall provide Customer with a Recyclables Materials Cart of 96-gallon capacity rather than the

standard issue 64-gallon Cart, or an Organics Cart of 64-gallon or 24-gallon capacity rather than the standard issue 96-gallon Cart.

C. Commercial and Multi-Family Containers. Contractor shall offer Commercial and Multi-Family Customers a range of Cart, Bin, and Drop Box sizes for Collection as follows:

1. Solid Waste Carts with approximate capacities of 24, 32, 64, and 96 gallons.
2. Recycling Carts with approximate capacity of 96 gallons.
3. Bins with capacities of 1, 2, 3, 4, and 6 cubic yards.
4. Drop Boxes with capacities ranging from 8 to 40 cubic yards.
5. Contractor shall, as requested, provide Bins to Commercial and Multi-Family Customers that include locks.
6. Internal Containers for Multi-Family Recyclables. At the inception of this Agreement, and throughout the Term, Contractor shall offer, as part of its public education materials and as detailed in Attachment D, internal Containers for use by residents of Multi-Family Dwellings, otherwise known as "buddy bags".
7. Internal Containers for Commercial Organic Materials. At the inception of this Agreement, and throughout the Term, Contractor shall offer, as part of its public education materials and as detailed in Attachment D, internal Containers for use by Commercial customers for Organic Materials, otherwise known as "slim jims".

D. Universal and E-Waste Containers. Contractor shall provide the following Containers for Single-Family Dwelling and Multi-Family Complexes, unless otherwise indicated:

1. **Containers for Used Motor Oil and Used Motor Oil Filters.** Contractor shall provide up to two (2) one-gallon translucent plastic Used Oil jugs with screw-on tops for Used Motor Oil Collection and up to two (2) six (6) mil plastic zip-close type bags for Used Motor Oil Filter Collection to Customer, upon Customer's request, within five (5) Business Days of such request.
2. **Containers for Household Batteries and Used Cell Phones.** Contractor shall provide up to two (2) reusable, clear zip-close or tie-close plastic bags clearly marked "Used batteries and cell phones" per Customer for Household Battery and used cell phone Collection, upon Customer's request, within five (5) Business Days of such request.
3. **Containers for Used Cooking Oil and Compact Fluorescent Light Bulbs.** Customer shall provide their own Containers for used cooking oils and CFLs as specified in 5.03.A and B.

E. Container Specifications. Contractor-provided Containers shall be designed and constructed to be watertight and prevent the leakage of liquids, and shall be in the sizes and colors specified in Attachment M, and meet the requirements of Article 8.10.C. All Contractor-provided Carts shall be manufactured by injection or rotational molding methods; contain post-consumer content; and meet the Cart design and performance requirements provided in Attachment M. Carts provided to Customers by Contractor shall have a useful life of ten (10) years as evidenced by a manufacturer's warranty or other documentation

acceptable to City. All Contractor-provided Containers with a capacity of one (1) cubic yard or more shall meet applicable federal, State, and local regulations for Bin safety and shall be covered with attached lids. Newly-purchased Containers shall meet the color and labeling requirements specified in Attachment M to this Agreement.

- F. **Container Labeling.** Contractor shall label each new Contractor-provided Cart provided to a Customer after the Effective Date with white, hot-stamped lettering, and/or in-mold or heavy-duty vinyl adhesive labels with graphics, illustrations or artwork, that clearly conveys the type of materials to be placed in the Cart for Collection. The labeling shall be positioned on each Cart, so it is visible to the Customer and Collection vehicle drivers. The labeling shall be durable and weather resistant to outdoor conditions and have a minimum ten (10) year lifetime. Containers other than Carts shall be labeled to indicate the type of materials (e.g., Recyclable Materials, Organic Materials, Solid Waste) to be placed in the Container for Collection. Contractor shall replace outdated or deteriorated labels on all Containers on an as-needed basis.

G. **Cleaning and Painting.**

1. All Containers shall be maintained in a safe, serviceable, and functional condition. Contractor shall be responsible for steam cleaning and repainting all Containers as set forth in this Article 8.05.G to present an aesthetically pleasing clean appearance and to ensure that Containers are safely maintained and operationally sound.
2. Upon Customer or City request, Contractor shall steam clean Contractor-owned Recyclable Materials and Solid Waste Containers (or exchange existing Containers for clean Containers) once annually at no charge (unless City adds a charge to the Rate Schedule in Attachment P) to Customer, except Carts provided to Residential Premises, which Contractor is not obligated to clean or exchange.
3. Upon Customer or City request, Contractor shall steam clean Organic Materials Containers (or exchange existing Containers with clean Containers) twice annually at no charge (unless City adds a charge to the Rate Schedule in Attachment P) to Customer, except Carts provided to Residential premises, which Contractor is not obligated to clean or exchange.
4. Contractor shall offer additional cleaning (or clean Container exchange) in addition to that specified in 8.05.G.2 and 8.05.G.3 to Customers requesting such service and shall notify City to charge Customers for such cleaning (or Container exchange) as specified in Attachment P.
5. Contractor shall be responsible for cleaning Bins to ensure that nuisance or public health concerns associated with vectors are addressed within two (2) Business Days after receipt of notification of said condition.
6. Contractor shall remove graffiti from Containers by the next Business Day from identification by Contractor or notice by City or Customer if such graffiti includes any written or pictorial obscenities or upon direction by City, and otherwise within five (5) Business Days.

H. Repair and Replacement.

1. Contractor shall repair or replace all Containers damaged by Collection operations (e.g., vehicle apparatus interface) within five (5) Business Days of being notified by Customer or observing the damaged Container. If the repair or replacement cannot be completed within five (5) Business Days, the Contractor shall notify Customer and provide a Container of the same size or larger until the original Container can be replaced.
2. At no additional cost, Contractor shall repair or replace Customer Carts that have been stolen, lost, damaged or destroyed within five (5) Business Days. Contractor shall allow Customer to exchange Containers for a Container of a different size at no additional cost (other than the cost of the new service level) and shall replace Containers within five (5) Business Days of Customer request.

- I. **Transition.** Upon expiration or early termination of the Agreement, the non-depreciated value of Containers shall be treated as specified in Article 15.13.

8.06 Personnel

- A. **General.** Contractor shall furnish such qualified drivers, mechanical, supervisory, customer service, clerical and other personnel as may be necessary to provide the services required by this Agreement in a safe, thorough, professional and efficient manner and shall provide, at a minimum, the number and type of personnel listed in Attachment A. All personnel furnished by Contractor shall be subject to the "relationship of parties" provisions of Article 15.01.

B. Key Role of Management.

1. **City Right to Review and Comment.** Contractor recognizes the importance of establishing a successful relationship between its management and City. Before extending an offer of employment for the position of general manager, both initially and throughout the Term, Contractor shall provide City with the description of the proposed position, an opportunity to review and comment upon the position description before it is released, the background, experience and qualifications of each candidate being considered for the position, and an opportunity to meet with each candidate. Contractor shall give thoughtful consideration to City's comments on the descriptions of the proposed position and each candidate, but shall have the ultimate right and unrestricted discretion to make employment decisions in its best business judgment.
2. **Addressing City Concerns.** If City is dissatisfied with the performance of any of Contractor's management personnel, City shall contact the general manager to discuss the employee's performance. If City is dissatisfied with the general manager, City shall contact the group manager to discuss the general manager's performance. Contractor shall advise the affected management employee of any complaints made by City regarding the employee's performance. The Parties shall meet and confer in good faith to address City's concerns, and shall endeavor in good faith to agree on a corrective course of action to be implemented immediately. Contractor agrees to consider in good faith any requests by City to transfer or re-assign a management employee should City maintain in good faith that it can no longer work constructively with said employee; however,

Contractor retains the ultimate right and unrestricted discretion to make employment decisions in its best business judgment.

- C. **Field Supervision.** Contractor shall designate qualified employees as supervisors of field operations. Field supervisors, or operations managers, shall spend the majority of their time in the field supervising, managing, and monitoring Collection operations for reliability, quality, efficiency, Diversion and Contamination goals, safety, Customer service, and responding to complaints. The minimum number of field supervisors is specified in Attachment A.
- D. **Driver Qualifications.** All drivers shall be trained and qualified in the operation of Collection vehicles, and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles. Contractor shall use the Class II California Department of Motor Vehicles employer "Pull Notice Program" to monitor its drivers for safety. All drivers shall be trained in City's Solid Waste & Diversion programs, whether directly responsible for Collecting a particular material or not.
- E. **Customer Service Representative Training.** CSR's shall be trained on specific City service requirements as provided in Article 7.02.H. All CSRs shall be trained in City's Solid Waste & Diversion programs.
- F. **Operational and Safety Training.** Contractor shall provide suitable operational and safety training for all of its employees who operate, maintain, or repair vehicles or equipment for Collection, or who are otherwise directly involved in such Collection. Contractor shall have a written Injury and Illness Prevention Program as required by Cal-OSHA under Title 8, General Safety Orders, Section 3203 and/or CSO 1509, and shall comply with all State and federal safety standards. Contractor shall train its Collection employees to identify Contamination as specified in Article 8.02.F, and to not collect Hazardous Waste or Biomedical Waste as provided in Article 8.07.
- G. **No Gratuities.** Contractor shall not permit its employees to demand, solicit, or accept (directly or indirectly), any additional compensation or gratuity, whether in cash or goods, from members of the public for provision of services under this Agreement. Any gifts left by Customers for employees at the Collection site should be left and reported to Customer Service so that Customer may be contacted by phone or in writing to advise on the policy against gratuities. Contractor is encouraged to develop and print "thank you notes" which may be left at collection sites where gifts or gratuities have been placed, or mailed to Customer's address. Such notices shall thank Customer for their intent and inform them of the policy against gratuities.
- H. **Employee Conduct and Courtesy.** Contractor shall use its best efforts to ensure that its personnel are competent and qualified and serve the public in a courteous, helpful, and impartial manner. Contractor shall regularly train its employees in Customer courtesy, shall prohibit the use of loud or profane language, and shall instruct Collection employees to perform the work as quietly as possible. If Contractor or City finds that any employee is not courteous or otherwise is not performing services in the manner required by this Agreement,

Contractor shall take all appropriate corrective measures including, but not limited to, transfer, discipline or termination in a manner consistent with Contractor's collective bargaining agreement with its employees.

- I. **Drug-Free Workplace.** Contractor shall adopt policies and procedures consistent with State and federal law that ensure a sober and drug-free workplace. This includes strictly prohibiting unlawful manufacture, distribution, possession, or use of any controlled substance in the workplace, regardless of whether the employee is on duty at the time. Further, the policies and procedures shall prohibit an employee from operating both City or Contractor equipment and vehicles (whether on or off duty) while under the influence of alcohol or drugs. The purpose of these policies and procedures is to ensure workplace safety, productivity, efficiency, and the quality of Contractor's service to Customers.
- J. **Uniforms.** While performing services under this Agreement, all Contractor's employees performing field service shall be dressed in clean uniforms and shall wear visible identification that include the employee's name and/or employee number, and Contractor's name. Uniform type, style, colors, and any modifications may be subject to approval by City.

8.07 Hazardous Waste Inspection and Handling

A. Inspection Program and Training.

1. Contractor is required to inspect all materials set out for Collection and will not Collect materials observed to be contaminated with Hazardous Waste.
2. Contractor shall develop a load inspection program that includes the following components: (i) personnel and training; (ii) load checking activities; (iii) management of wastes; and, (iv) record keeping and emergency procedures.
3. Contractor's load checking personnel, including its Collection vehicle drivers, shall be trained in: (i) the effects of Hazardous Waste on human health and the environment; (ii) identification of prohibited materials; and (iii) emergency notification and response procedures. Collection vehicle drivers shall inspect Containers before Collection when practical.

B. Response to Hazardous Waste Identified During Collection.

1. Under no circumstances shall Contractor's employees knowingly pick-up Hazardous Waste or remove unsafe or poorly contained Hazardous Waste from a Collection Container. If Contractor determines that material placed in any Container for Collection is Hazardous Waste or other material that may not legally be accepted at the Designated Facilities, or presents a hazard to Contractor's employees or those at the Designated Facilities, Contractor shall refuse to Collect such material.
2. Customer shall be contacted by Contractor and requested to arrange proper Disposal. If Customer cannot be reached immediately, Contractor shall, before leaving the Premises, leave a Non-Collection Notice as provided in Article 8.02.G., indicating the reason for

refusing to Collect the material and listing the phone number for the Santa Clara County Household Hazardous Waste Facility, or other resources as directed by City.

3. If Hazardous Waste is found in a Collection Container or Collection area that could possibly result in imminent danger to people or property, Contractor shall immediately notify City's Fire Department using the nine-one-one (911) emergency telephone number.
4. Contractor shall notify City of any Hazardous Waste identified in Containers or left at any Premises within twenty-four (24) hours of identification of such material.

C. Reporting, Regulations, and Record Keeping.

1. Contractor shall comply with emergency notification procedures required by Applicable Laws and regulatory requirements. Contractor shall notify all appropriate agencies, including the California Department of Toxic Substances Control and Local Emergency Response Providers and the National Response Center of reportable quantities of Hazardous Waste found or observed anywhere within City.
2. In addition to other required notifications, if Contractor observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Wastes unlawfully Disposed of or released on any City property, including storm drains, streets or other public rights of way, Contractor will immediately notify City.
3. All Contractor records required to be maintained by pertinent regulations shall be maintained at Contractor's offices, as provided in Article 9. These records shall include: waste manifests, waste inventories, waste characterization records, inspection records, incident reports, and training records. Contractor shall maintain records showing the types and quantities, if any, of Hazardous Waste found in Recyclable Materials, Organic Materials, or Solid Waste that was inadvertently collected from Customers and Disposed properly.

8.08 Communication and Cooperation with City

- A. **Communications.** Contractor shall ensure the general manager has e-mail capability to enable City staff and Contractor's general manager to directly communicate via e-mail. Contractor's general manager shall respond to City email correspondence within one (1) Business Day. If general manager is not at work, for whatever reason (vacation, sick leave, jury duty, etc.), Contractor shall promptly notify City and provide contact information for a designee.
- B. **Monthly Meetings.** Upon request from City, beginning on the Commencement Date, and on a monthly basis thereafter, Contractor shall meet with City to discuss progress of each active diversion program, quality and reliability of Collection services, and compliance with the terms of the Agreement. At each monthly meeting, City and Contractor shall have the opportunity to present and discuss proposed changes in service such as changing program requirements or modifying Collection methods.
- C. **Inspection by City of Operations.** City shall have the right, but not the obligation, to observe and inspect all of Contractor's operations used to provide service under this Agreement. In

connection therewith, City shall have the right to conduct unannounced on-site inspections of facilities used by Contractor during operating hours without interference with Contractor's operations, to speak to any of Contractor's employees during such inspections and to receive reasonable cooperation from such employees in response to inquiries. If City so requests, Contractor shall make specified personnel available to accompany City employees on such inspections.

8.09 Reserved

8.10 Buy-Recycled Policy

The Contractor shall comply with the purchasing requirements described in this Article 8.10, and shall document its on-going compliance with these requirements upon City request.

- A. **Recycled Paper.** The Contractor shall use Recycled paper for reports, public education materials, and other recordkeeping and reporting. Recycled office paper shall have at least one hundred percent (100%) post-consumer recycled content for uncoated paper and ten percent (10%) post-consumer Recycled content for coated paper, based on federal standards. Contractor shall state on all materials prepared with post-consumer recycled content the following: "Printed on Recycled Paper."
- B. **Re-Refined Motor Oil.** Contractor shall be encouraged, but not required to, use re-refined Motor Oil for its Collection vehicles.
- C. **Recycled Plastic.** Contractor shall purchase Carts that contain a minimum post-consumer content of thirty percent (30%). All Carts shall be one hundred percent (100%) recyclable.

8.11 Title to Recyclable Materials, Organic Materials, and Solid Waste

- A. Once Recyclable Materials, Organic Materials, and/or Solid Waste are placed in Containers and properly placed at the Collection location, ownership and the right to possession shall transfer directly from Customer to Contractor by operation of this Agreement. Collected materials, once deposited at a Designated Facility shall become the property of the owner or operator of the facility. For materials delivered to a Contractor-Arranged Designated Facility, Contractor is granted the right to retain, Recycle, Process, Dispose of, and otherwise use such materials, in any lawful fashion or for any lawful purpose desired by Contractor subject to the limitations of Article 8.12.
- B. The provisions of Article 8.11.A do not apply to Collected materials that may be used by City-approved third parties conducting pilot projects pursuant to Article 7.11.
- C. On a short-term basis not to exceed more than five (5) calendar days per year, City may obtain ownership or possession of Recyclable Materials, Organic Materials, or Solid Waste placed for Collection upon written notice of its intent to do so, however, nothing in this Agreement shall be construed as giving rise to any inference that City has such ownership or possession unless such written notice has been given to Contractor.

8.12 Title to Environmental Benefits

City shall have the right, to be exercised at its own discretion, but is in no way obligated, to obtain ownership of its equitable share of any transferable environmental benefits derived by Contractor or its Affiliates from emissions or elimination of emissions of climate change or greenhouse gasses related to materials Collected under the provisions of this Agreement ("Environmental Benefits"), whether monetized or otherwise established by regulatory action, market activity, negotiation between two or more parties, intra-company transfer, or other means. Contractor shall promptly inform City of the existence, pending existence, or potential existence of such Environmental Benefits. If City exercises its rights under this Article 8.12, the Parties shall negotiate in good faith City's equitable share of any such Environmental Benefits with the intent that they shall equal the full value of such Environmental Benefits as relate to tonnages of each material Contractor Collects from City, taking into account the type and quantity of materials Collected, the direct, documented cost incurred by Contractor or its Affiliates in obtaining such Environmental Benefits, and such other relevant factors as the Parties mutually agree in good faith should be considered. Nothing in this Article 8.12 shall obligate Contractor or its Affiliates to take any action or incur any costs to obtain Environmental Benefits, or give City any rights against subsequent transferee of any facilities owned by Contractor or its Affiliates except as part of any assignment of the Agreement as provided in Article 15.03.

Article 9: Record Keeping and Reporting

9.01 General

Contractor shall compile and maintain records related to its performance as necessary to develop the reports required by this Agreement. All records shall be maintained in a manner that allows for easy verification of Contractor's performance. Contractor agrees to conduct data collection, record keeping, and reporting activities necessary to meet the reporting and program management needs of City with respect to the services provided by Contractor under this Agreement, and to comply with the Act, other Applicable Laws (including those specified in Article 15.14), and the requirements of this Agreement. Contractor acknowledges that such needs may change over the term of the Agreement and will assist City as requested in modifying data collection, record keeping and reporting to meet future needs.

Record keeping and reporting requirements specified in this Agreement shall not be considered a comprehensive list of reporting requirements. In particular, Article 9 is intended to highlight the general nature of records and reports and their minimum content and is not meant to comprehensively define the scope and content of the records and reports. City may direct Contractor to modify or adjust the number, subject, level of detail, format, or frequency of records and reports requiring maintenance and submittal by Contractor in accordance with this and other Articles of the Agreement.

In order to set Contractor's Compensation pursuant to Article 11, it is necessary for Contractor to maintain accurate, detailed financial and operational information in a consistent format, and to make such information available to City in a timely fashion and in accordance with reporting requirements specified in this Article.

Contractor shall maintain all records necessary to allow City to determine Contractor's compliance with the terms of the Agreement and compliance with the performance standards identified in Attachment Q, Liquidated Damages.

9.02 General Record Keeping Provisions

- A. **Retention of Records.** Unless otherwise stated, Contractor shall retain all records and data required to be maintained by this Agreement for the Term plus at least five (5) years after expiration or early termination of the Agreement. This requirement includes, but is not limited to, all records and data necessary to develop reports, submittals and material supporting same, and to provide all necessary support for the above. This requirement includes such records and data as are necessary to verify compliance with the provisions of Attachment E, Implementation Plan, and as related to any City grant of assignment under Article 15.03. Records and data, whether in electronic or paper form, shall be maintained in chronological order in an organized form that readily facilitates their interpretation.
- B. **Inspection of Records and Data.** As used herein, "Records" means specific documents or records required to be kept by Contractor expressly or by inference pursuant to this Agreement, or any other similar records or reports of Contractor reasonably necessary to

evaluate annual reports, compensation applications, Contractor's payroll tax reports, Contractor's performance or other matters related to this Agreement.

City, its auditors and other agents selected by City, shall have the right, during regular business hours, and no later than ten (10) Business Days following notice, to inspect or review Contractor's Records and accounting systems and to make copies of any such Records.

Upon request, Contractor shall arrange for records of Affiliates to be made available to City and its official representatives for review, to the extent such records are reasonably necessary to understand or evaluate annual reports, compensation Applications, Contractor's performance, transactions and shared services with Affiliates, or other matters related to this Agreement.

- C. **Retrieval and Submittal of Records and Data.** At City's request, records and data required to be retained shall be retrieved and provided to City in an electronic or paper form as requested within ten (10) Business Days of notice to Contractor unless Contractor obtains prior written approval from City for a longer period.

Except by prior arrangement with City Representative, all electronic records and data maintained using proprietary, specialized, and/or other nonstandard software that is not commercially available for general use, shall be downloaded by Contractor to Microsoft Excel or Access or other standard software approved by City such that the submitted material can be sorted, manipulated, analyzed, and presented using the full capabilities of Excel and Access or other standard software.

Contractor shall maintain copies of all billing records or copies of billing summary reports (that document all billings for each Customer) that Contractor transmits to City for purposes of billing customers for five (5) years, following the date of billings, for inspection and verification by City.

When records and data are not retained or provided by Contractor, City may make reasonable assumptions regarding what information is contained in such records and data, and such assumption(s) shall be conclusive in whatever action City takes.

- D. **Record Security.** Contractor shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as, but not limited to, fire, flooding, other water damage, theft, and earthquake. Electronically-maintained data and/or records shall be protected, backed up, and stored at a separate site from the original data.
- E. **Custody of Records.** In the event of an approved assignment as provided in Article 15.03, or if City has evidence that would lead a reasonable person to believe that records could be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, City may, upon written request, require Contractor deliver to City in a requested format some or all records required to be maintained by Contractor pursuant to this Article 9. This provision survives the termination of this Agreement and shall remain in place until the end of the record retention period specified in Articles 9.02.A, 9.03.E and 9.03.F.

9.03 Record Keeping Requirements

- A. **Financial and Operational Records.** Contractor shall maintain accurate and complete accounting records containing the underlying financial and operating data relating to, and showing the basis for computation of, all costs associated with providing services under this Agreement. The accounting records shall be prepared in accordance with Generally Accepted Accounting Principles ("GAAP"), consistently applied.
- B. **Collection Service Records.** The following records shall be maintained and retained by Contractor by Service Sector:
1. Customer and billing (as applicable) information including, but not limited to, the following for each Customer by Account Type or Service Sector:
 - a. Names, addresses, and phone numbers of Customer, billing contact Person, and, if appropriate, property manager or on-site contact Person.
 - b. Service levels for Recyclable Materials, Organic Materials, and Solid Waste, including the number of Containers, size of each Container, and the Collection frequency and scheduled Collection day for each Container.
 - c. Service charges for special collection and other services transmitted to City for billing.
 - d. Number of Multi-Family Complexes and dwellings at each.
 - e. Special Services by Service Sector (e.g., backyard collection, push/pull charges, lock/unlock charges, etc.)
 - f. Non-Collection Notice(s) with dates, reason for non-Collection, and record of follow-up.
 - g. Cart replacements, reason for replacement, and any charges to Customer.
 - h. Debris boxes delivered, by customer, size, number and dates of request and delivery.
 2. Route sheets and route maps identifying the accounts serviced by each Collection vehicle on a daily basis, the number of stops per route, and the start and finish points along the route with arrows showing the direction of travel, and the typical travel time.
 3. Facilities, equipment and personnel used, including Container and vehicle-related inventory information as required by Article 8.03.A.5 and 8.05.A.2.
 4. Weight and volume of all materials Collected by material type (e.g. Recyclable Materials, Universal Waste, Organic Materials, Solid Waste, Construction and Demolition Debris, Bulky Item); by Collection type (e.g. route collections, debris box, compactor, On-Call

Plus, Bin for a Day, Bulky Item, junk removal and clean-out services, recycling clean-out, Unscheduled Services) or Mountain View Recycling Center (e.g. buy-back, drop-off); by Service Sector (e.g. Residential, Commercial); and by facility delivered for transfer, Processing or Disposal. Notwithstanding any other provision, if it is impracticable to weigh certain items (such as Bulky Items), the weight may be estimated based on actual weights from agreed upon industry sources.

5. Weight and volume of materials Collected from Large Venues and Events, as described in Article 5.09, reported separately by material type Collected and reported separately for each Large Venue and Event as the total Tonnage of each material type for each Large Venue and Event.
 6. Monthly overall Diversion Level, monthly Residential Diversion Level, and the monthly Commercial Diversion Level (each stated as a percentage) based on amounts Collected on route, and at the Mountain View Recycling Center delivered to the SMaRT Station for transfer or processing, and to Designated Facility(ies) owned by Contractor or an Affiliate.
- C. **Records for Special Projects.** City and Contractor shall develop record and data maintenance requirements and formats for the Special Projects described in Article 7, in accordance with general reporting requirements provided below in Article 9.05, 9.06, and 9.07. Such needs shall be tailored to each specific program or study, as reasonably defined by City.
- D. **Customer Service Records.** Daily logs of all complaints and inquiries shall be retained for a minimum of thirty-six (36) months. In general, for all complaints, log entries shall contain the name and address of complainant, the date, time and nature of the complaint, and nature and date of resolution. Contractor shall maintain customer service center records which include, but are not limited to, the following statistics:
1. All individual complaints and their resolution, including tracking of all service failures subject to liquidated damages as listed in Attachment Q. System shall track, at a minimum, type of service, the route, and dates of complaint and resolution.
 2. Number of calls received on a daily and monthly basis, and hourly call trend report.
 3. Number of calls answered on a daily and monthly basis, and hourly call trend report.
 4. Number of abandoned (dropped) calls on a daily and monthly basis.
 5. Average abandoned time (i.e., Hold Time before abandoning call).
 6. Average Hold Time for incoming calls on a daily and monthly basis.
 7. Percentage of calls answered by a person within thirty (30) seconds on a daily and monthly basis.
 8. Number and percentage of complaint and inquiry e-mails that received responses by the close of business on the Business Day following the receipt of the complaint or

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- inquiry; and the number and percentage of such e-mails that were resolved by the close of business within seven (7) Business Days of receipt.
9. Names of all customer service representatives employed.
 10. Minimum, average, and maximum number of customer service representatives employed during each month.
- E. **Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) Defense Records.** City views the ability to defend against CERCLA and related litigation as a matter of great importance. For this reason, City regards the ability to prove where Solid Waste Collected in City was taken for Processing, transfer, or Disposal, to be matters of concern. Contractor shall maintain data retention and preservation systems which can establish where Solid Waste Collected in the Service Area was delivered for Processing, transfer, or Disposal. This provision shall survive the expiration of this Agreement.
- F. **Information for State Law Purposes.** Contractor shall compile and maintain information on amounts of Solid Waste delivered to the SMaRT Station and to any other Designated Facility and to other locations, as well as other information which City may reasonably request for State law reporting purposes. Contractor shall maintain these records for a minimum of seven (7) years after expiration or earlier termination of the Agreement. Contractor shall provide these records to City (upon request or at the end of the record retention period) in an organized and indexed manner rather than destroying or Disposing of them.

9.04 General Reporting Requirements

- A. **Purpose.** Records shall be maintained and retained in forms, on media, and by methods that facilitate flexible use of data contained in them to structure reports, as provided in Article 9.02.C. Reports shall be provided on a calendar year or City fiscal year. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:
1. Evaluate Diversion performance;
 2. Evaluate Contractor's performance;
 3. Monitor Customer participation in Recyclable Materials, and Organic Materials Collection programs and in other programs using several different performance measures;
 4. Monitor changes in the number of Customers;
 5. Monitor changes in Customers' service levels;
 6. Determine needs for adjustment to programs and cost for such changes;

7. Evaluate Customer service and complaints and assess liquidated damages, if necessary;
 8. Determine and set Contractor's compensation and Customer Rates; and,
 9. Conduct and evaluate Special Projects.
- B. **Report Format.** Contractor may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by City. It is not City's intent to require excessive new report formatting by Contractor. City will accept Contractor's computerized standard system reports if they contain the information for any of the reports required by this Article and can be manipulated in spreadsheet format or otherwise meet the requirements of 9.02.C. City may review and request changes to Contractor's report formats and content and Contractor shall not unreasonably deny such requests. Contractor shall submit all reports by e-mail to City representative. Contractor shall provide a certification statement, under penalty of perjury by the responsible Contractor official, that the report being submitted is true and correct to the best knowledge of such official after their reasonable inquiry.
- C. **Submittal Schedule.** Contractor shall submit monthly reports within fifteen (15) Business Days after the end of the reporting month. Contractor shall submit quarterly reports within twenty (20) Business Days after the end of each quarter ending June 30, September 30, December 31, and March 31. Contractor shall submit annual reports within forty-five (45) Days after the end of each Rate Period.
- D. **Accuracy and Timeliness of Reports.** The failure of Contractor to file accurate and timely reports, proposal(s), information or correspondence to City, or the inclusion of any inaccurate or misleading data, statement or representation by Contractor in such report(s), proposal(s), information or correspondence to City, shall be subject to Liquidated Damages as set forth in Attachment P.
- E. **Failure to Report.** The refusal or failure of Contractor to file any required reports, or to provide required information to City, or the inclusion of any materially false or misleading statement or representation by Contractor in such report shall be deemed a Contractor Default for the purposes of Article 14.01 and subject to the notice and cure provisions of that Section, and shall subject Contractor to all other remedies for such default which are available to City under the Agreement or otherwise.

9.05 Monthly Reports

Each monthly report shall present the following information for that month and for each of the preceding twelve (12) months, based on a calendar year or City's fiscal year, but not Contractor's fiscal year. Information required in Articles 9.05.A., B., and C. may be combined in such a way as to prevent multiple reports, if format is acceptable to City.

- A. **Operational Performance.** Contractor shall provide the following operational performance information:

1. **Route Performance Reports.** Reports for all Collection routes and Unscheduled Services, by route and Service Sector, summarizing:
 - a. Number of loads;
 - b. Extra trash stickers Collected, and extra recycling bags Collected;
 - c. Number of used motor oil jugs and used cooking oil containers Collected;
 - d. Bags of oil filters, Household Batteries, cell phones, and compact fluorescent light bulbs Collected;
 - e. Truck number, driver type (relief or regular) and driver name.

For Bulky Item Collection, include the number of On-Call Plus appointments, the number requiring flatbed truck or rear loader, Special Collection, and the number of vouchers issued.

- B. **Tonnage Information.** Contractor shall provide the Tonnage information requested below by Service Sector, by route, and by the facility receiving delivery (e.g., SMaRT Station or other Designated Facility):
 1. **Solid Waste.** Total Solid Waste Tonnage Collected.
 2. **Recyclable Materials.** Total Recyclable Materials Tonnage Collected, listed separately by material type Collected (e.g., Commercial Single-Stream Recyclable Materials, Dual-Stream fiber, Dual-Stream containers, Bulky Waste items, Universal Waste (Used Motor Oil, Used Motor Oil Filters, etc.)).
 3. **Organic Materials.** Total Organic Materials Collected, listed separately by material type Collected (e.g. Commercial, Residential, etc.).
 4. **Construction and Demolition Debris.** Total Construction and Demolition Debris Tonnage Collected.
 5. **Reusable Materials.** Total Reusable Materials Tonnage Collected and delivered to Designated Reusable Materials Facilities.
 6. **Unscheduled Services.** Total by Unscheduled Service (e.g. On-Call Plus, Bin for a Day, etc.).
 7. **Weight Tags.** Monthly reconciliation of weight tags with SMaRT Station reports to ensure loads are properly characterized and especially for replacement and multi-purpose vehicles Collecting different streams. Contractor shall provide the monthly and year-to-date calculated overall Diversion Level, the monthly and year-to-date Residential Diversion Level, and the monthly and year-to-date Commercial Diversion Level. In addition, Contractor shall provide the source data and the calculations used to determine the Diversion Levels.

C. **Complaints, Inquiry and Service Requests Data.** Contractor shall provide the following information by month, and cumulative for Rate Period to date, on the number of complaints, inquiries and service requests received from Customers or other persons by category, summarized by nature of complaint, inquiry and service request on a compatible computer disc or other memory device approved by City. The categorization of complaints, inquiries, and service requests shall be agreed-upon by City and Contractor prior to the Commencement Date, and shall be adjusted during the Term upon agreement between City and Contractor. Examples include:

1. Missed Pick Ups. Number and type by route.
2. Noise complaints.
3. On-Call Plus, Bin for Day, Bulky Items and Unscheduled Collections by number and route.
4. Billing information provided to Customers pursuant to Articles 7.01.B.1 and 7.01.B.2.
5. Billing issues, including date received and date of referral to City.
6. Cart repair or replacements, reason, and any charges to Customer.
7. Billing credits due to Customers for scheduled services not provided by Contractor.
8. Issuance of Non-Collection Notices.

D. **Call Center Data.** Number of calls received, number of calls answered, number of dropped calls, percentage of dropped calls, Average Hold Time, percentage of calls answered in thirty (30) seconds.

E. **Special Projects.** Current status for agreed-upon reporting for any in-process or planned Special Projects.

9.06 Quarterly Reports

Contractor shall submit quarterly reports that include the information described in this Article 9.06, as well as the monthly information required by Article 9.05.

A. **Public Education and Outreach Plan.** The quarterly report for the quarter ending September 30 of each year shall include analysis of the effects of public education and outreach, including site assessment data as specified in Attachment D.

B. **Special Projects.** Summary of status from monthly reports for agreed-upon reporting for any in-process or planned Special Projects.

C. **Commercial Recycling and Organics Technical Assistance.** Results of site assessments completed for the quarter.

D. **Liquidated Damages.** Customer Complaints and all service failures subject to Liquidated Damages as specified in Attachment Q.

9.07 Annual Reports

Annual reports shall present the information described in this Section, in addition to the information required for monthly and quarterly reports pursuant to Articles 9.05 and 9.06.

A. Operational Information.

1. Current Routes by Service Sector and material type
 - a. Number of routes per Day.
 - b. Types of vehicles.
 - c. Crew size per route.
 - d. Number of full-time equivalent routes.
 - e. Current, updated route sheets and maps showing start and stop points, direction of travel, travel times.
2. Personnel
 - a. Organizational chart.
 - b. Job classifications and number of full-time equivalent positions (including part-time) for each aspect of Contractor's operation (e.g., administrative, Customer Service Representatives, drivers, supervisors, technical assistance staff, outreach and educational staff, etc.). Indicate which employees are shared with Affiliate(s) on a regular or occasional basis and their responsibilities with the Affiliate.
 - c. Annual wages by job classification including benefits as a separate number.
3. Productivity & Diversion Statistics
 - a. Number of accounts per Service Sector and material type.
 - b. Tons per route per Day by Service Sector and material type.
 - c. Loads per route per Day by Service Sector and material type.
4. Summary of Operational Changes over the Past Year
 - a. Number of routes and number of Customers per route.
 - b. Staffing levels and responsibilities.

- c. Supervision levels and responsibilities.
 - d. Collection services and how they are delivered.
- 5. Equipment – Inventories of equipment in accordance with Articles 8.03.A.5 and 8.05.A.2.
- B. **Customer Account Information.** Detailed Customer account information in tabular format that includes the following information for each Customer by Service Sector: account number; service address; Customer's name, address, and phone number; billing contact name, billing address, and phone number; Recyclable Materials, Yard Trimmings, Organic Materials, and Solid Waste Collection service level (i.e., number of Containers, size of Containers, frequency of Collection, and Day(s) of Collection), and Rate charged. For Multi-Family Customers, the Customer account information shall also include the number of dwelling units at each Multi-Family Complex.
- C. **Account Summary.** Provide the following account summary information in table format:
 - 1. Number of Customers in each Rate category.
 - 2. Total number of Residential, Commercial, and Drop Box Customers (by subcategory of contents e.g., Construction and Demolition Debris, loose Solid Waste, Recyclable Materials, or Organic Materials) receiving Recyclable Materials, Organic Materials, and Solid Waste Collection service, listed separately by Service Sector and material type.
 - 3. Percentage of Customers receiving Recyclable Materials Collection service (listed separately for Multi-Family, Commercial, and Drop Box Customers), which shall be equal to the total number of Recyclable Materials Customers divided by the total number of Solid Waste Customers.
 - 4. Percentage of Customers receiving Organic Materials Collection service (listed separately for Multi-Family, Commercial, and Drop Box Customers), which shall be equal to the total number of Organic Material Customers divided by the total number of Solid Waste Customers.
 - 5. Percentage of Customers receiving Organic Materials Collection service (listed separately for Commercial and Drop Box Customers), which shall be equal to the total number of Organic Materials Customers divided by the total number of Solid Waste Customers.
- D. **Customer Service Operations.** Contractor shall include in its Annual Report the following information:
 - 1. The number of CSR supervisory staff, their responsibilities and percentage of time allocated to Contractor or Affiliate(s).
 - 2. Website information for the items required to be provided in Article 7.02.E, including but not limited to:

- a. Number of on-line payments made
 - b. Number of On-Call Collection Services scheduled
 - c. Number of Bulky Items, Bin for Day, and Unscheduled Collections performed
 - d. Number of extra Solid Waste pick-ups scheduled
 - e. Number of service changes requested
 - f. Number of complaints documented and resolved
3. Customer Information System
 - a. Status of any changes or upgrades made to system software
 - b. Description of proposed changes to system software
- E. **Training Activities.** Explanation of, and schedule for all training activities specified in Article 8 and conducted per Article 7.02.H.
- F. **Special Projects.** Summary of status from monthly reports for agreed-upon reporting for any in-process or planned Special Projects.
- G. **Other Required Reports.** Contractor shall submit:
 1. Emergency services contingency plan required by Article 7.06.
 2. Route assessment results as required by Article 7.07.
 3. Climate action report required by Article 7.09.
 4. Annual claims loss run report (including one-line detail for open and closed claims), as required by Article 13.02.F.2.
- H. **Determination of Payment of Diversion Incentives and Disincentives.** As specified in Article 11.17 and Attachment J.
- I. **Fleet Reports.** Reports for all vehicles, with truck number, route number, service type (Residential, Commercial, Debris Box, Organics), order year, year on road, model year, ARB retrofit year, description, license number and expiration, proposed replacement date, SMaRT Station and/or other facility number, documentation of CHP compliance, and painting schedule, with the same information for any vehicles removed from service to City since the last report.
- J. **Fleet Dispatch Log.** Log of all vehicles with truck number, route number, service type (Residential, Commercial, Debris Box, Organics), Service Sector, SMaRT Station and/or other

facility number, organized by service type and Service Sector, and including the same information for any vehicles removed from service to City since the last report.

- K. **Affiliated Parties.** Contractor agrees that all its financial transactions (if any) with all Affiliates relating to this Agreement (other than Permitted Affiliate Transactions as defined in Article 11.16.B) shall be approved in advance in writing by City and disclosed annually (concurrently with submission of Contractor's annual audited financial statements referred to in Article 11.15.F) to City in a separate disclosure letter to City. This annual disclosure letter (if any) shall include a general description of the nature of each such transaction, or type of transaction (if many similar transactions exist), as applicable. Such description shall include for each (or similar) transaction, amounts, specific Affiliate, basis of amount (how amount was determined), and description of the allocation methodology used to allocate any common costs. Amounts shall be reconciled to the Affiliate disclosures made in Contractor's annual audited financial statements referred to in Article 11.15.F. At City's request, Contractor shall provide City with copies of working papers or other documentation deemed relevant by Contractor relating to information shown in the annual disclosure letter (if any). The annual disclosure letter (if any) shall be provided to City within one hundred twenty (120) calendar days after the end of Contractor's fiscal year.

9.08 Event Specific Reporting

Event-specific reports shall be submitted during or after the occurrence of any of the following, as provided below:

- A. **Implementation.** Contractor acknowledges it is critical that City be kept informed in a timely manner of the status of the implementation of new and modified services. Contractor shall provide such reporting as is provided for in Attachment E, Implementation Plan. Liquidated Damages may apply if a delay in implementation of these services is due to Contractor's failure, partially or fully, to complete one or more tasks contained in Attachment E.
- B. **Report of Accumulated Solid Waste.** Unauthorized Dumping. As described by Article 8.02, Contractor shall report: (i) the addresses of any Premises at which the driver observes that Recyclable Materials, Organic Materials, and/or Solid Waste is accumulating, whether the accumulation might be due to missed or stopped Collection or previous overloading of Containers, and whether any of the foregoing were reported by or to Customer by Contractor; and (ii) the address, or other location description, at which Recyclable Materials, Organic Materials, and/or Solid Waste has been dumped in an apparently unauthorized manner by third parties; and (iii) whether there is any evidence of the Person responsible or the source Generator. The report shall be delivered to City within one (1) Business Day of such observation.
- C. **Hazardous Waste.** As required by Article 8.07, the Contractor shall notify City of any Hazardous Waste identified in Containers or left at any Premises within twenty-four (24) hours of identification of such material.
- D. **Reporting Adverse Information.** Contractor shall provide City two (2) copies (one (1) to City Manager, one (1) to City Attorney) of all reports, pleadings, Applications, notifications,

Notices of Violation, communications or other material relating specifically to Contractor's performance of services pursuant to this Agreement and adverse to Contractor (or pertaining to an adverse determination against Contractor), submitted by Contractor to, or received by Contractor from, the United States or California Environmental Protection Agency, Cal-Recycle, the Securities and Exchange Commission or any other federal, State, County, or local agency, including any federal or State court. Copies shall be submitted to City simultaneously with Contractor's filing or submission of such matters with said agencies. Contractor's routine correspondence to or from said agencies need not be submitted to City, but shall be made available to City promptly upon City's written request.

- E. **Special Event Report.** No later than ten (10) Business Days following a Special Event for which Contractor provides Collection services, Contractor shall report the Tonnage Collected by material type.

9.09 Additional Reporting

City reserves the right to request additional reports from Contractor, and Contractor shall deliver such reports within twenty-five (25) Business Days of such request provided that such information is similar in nature to the required elements of the monthly, quarterly, or annual reporting requirements described in Articles 9.05, 9.06, and 9.07. If the information requested by City is not typically part of Contractor's reporting requirements described in Articles 9.05, 9.06, and 9.07, Contractor shall provide such information if Contractor is required to maintain the information under the record-keeping requirements described in Articles 9.01, 9.02, and 9.03.

Article 10: Service Fee and Other City Fees

10.01 Service Fee

- A. **General.** The Parties acknowledge that certain Solid Waste management, Recycling and associated services are provided by City in connection with this Agreement, which are part of a comprehensive program of activities designed to effectuate the purpose of this Agreement and the Act.
- B. **Amount.** To reimburse City for the Solid Waste management costs it incurs, including City's costs incurred in administering this Agreement, and in consideration of the exclusive rights granted to the Contractor by this Agreement, Contractor shall pay to City a Service Fee equal to twenty percent (20%) of the Contractor's Payment, calculated prior to the deduction from Contractor's Payments of Items (1), (2) and (3) of Article 11.01.I.
- C. **Time and Method of Payment.** City shall deduct the monthly Service Fee from Contractor's Payment otherwise due to Contractor from City under Article 11.06.A.

10.02 Other City Fees

City retains the right, without limitation, to adopt other fees that may be collected through Solid Waste Rates to recover the costs of Recyclable Materials, Organic Materials, and Solid Waste management and associated services provided by City in connection with this Agreement.

Article 11: Contractor's Compensation and Rates

11.01 Definitions

In addition to the terms defined in Article 1 of this Agreement, the following terms are defined as follows for use in this Article 11:

- A. "Annual Percentage Change" means (1) the annual percentage change in any of the indices calculated as described below in this paragraph, or (2) six percent (6% or 0.06), whichever is less, with the exception that the six percent (6% or 0.06) cap shall not apply in the case of the Diesel and Compressed Natural Gas (CNG) Fuel Pricing Indices. Notwithstanding the foregoing, the Annual Percentage Change may never be less than zero percent (0%), with the exception that the zero percent (0%) floor shall not apply in the case of the Diesel and Compressed Natural Gas (CNG) Fuel Pricing Indices. The Annual Percentage Change in an index is calculated as the Average Index Value for the 12-month period ending December 31 of the then-Current Rate Period, minus the Average Index Value for the 12-month period ending December 31 of the prior year, and dividing the result by the Average Index Value for the 12-month period ending December 31 of such prior year. The Annual Percentage Change shall be rounded to the nearest hundredth of one percent (e.g., a calculated value of 0.02636 (2.636%) would be rounded to 0.0264 (2.64%)).
- B. "Application Rate Period" means the Rate Period for which the Contractor's Percentage and the Rates billed to customers for Services are being determined pursuant to Contractor's Application. For example, with respect to Contractor's Application due on January 31, 2022, which pertains to the Rates that will take effect on July 1, 2022, the "Application Rate Period" is the period July 1, 2022 – June 30, 2023.
- C. "Average Index Value" for a twelve (12) month period means the sum of the published monthly index values for such period divided by 12 (in the case of indices published monthly) or the sum of the bi-monthly index values for such period divided by 6 (in the case of indices published bi-monthly).
- D. "Base Component" means, with respect to a given fee, the portion of such fee that represents Contractor's charge for transfer, transport, Processing, Composting, or Disposal and includes all Contractor's expenses, but excludes any Regulatory Fee Component.
- E. "Compressed Natural Gas Fuel Pricing Index" or "CNG Fuel Pricing Index" means the CNG Fuel Pricing Index, published by Pacific Gas and Electric Company Analysis and Rate Department, Series G-NGV1. In the event this index is no longer available, the Parties will use the Producer Price Index, Commodities, Not Seasonally Adjusted, No. 2 Diesel Fuel (Series Id: wpu057303), compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics, or a similar, mutually agreed index.
- F. "Contractor's Allowable Expenses" means the calculated allowable expenses for an Application Rate Period as calculated pursuant to Section 11.08.B.

- G. "Contractor's Allowable Revenue" means the calculated compensation due Contractor for the forthcoming Rate Period for providing Services, which shall reasonably result in sufficient revenue equal to Contractor's Allowable Expenses plus a Profit Level at least equal to Minimum Return, but not greater than Maximum Return, as calculated pursuant to Section 11.07.
- H. "Contractor's Fiscal Year" means the twelve-month period beginning October 1 and ending September 30.
- I. "Contractor's Payments" means the gross amount of billings by City for Services multiplied by the Contractor's Percentage, less the following items:
1. Amounts previously billed that have been determined to be uncollectable by City's Finance and Administrative Services Director or his/her designee, in the exercise of his or her discretion.
 2. Any Liquidated Damages assessed pursuant to Article 14.
 3. The cost of any insurance purchased by City pursuant to Section 13.02.F.
- [i.e., Contractor's Payments = (Actual City billings for Services x Contractor's Percentage) - (uncollectable amounts - Liquidated Damages - City paid insurance costs)].
- J. "Contractor's Percentage" means the percentage of the total amount of revenue collected by City that is attributable to Contractor's performance of Services and shall be established annually by City no later than thirty (30) days after Rates become effective.
- K. "Current Rate Period" means the Rate Period in which Contractor's Application is submitted. For example, with respect to Contractor's Application due on January 31, 2022, which pertains to the Rates that will take effect on July 1, 2022, the "Current Rate Period" is the period July 1, 2021 - June 30, 2022.
- L. "CPI-U" means the Consumer Price Index, All Urban Consumers, All Items, Not Seasonally Adjusted, San Francisco-Oakland-Hayward Metropolitan Area (Series Id: CUURS49BSA0), compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics, or subsequent Metropolitan Area established by the Department of Labor.
- M. "CPI-W" means the Consumer Price Index, Urban Wage Earners and Clerical Workers, All Items, Not Seasonally Adjusted, San Francisco-Oakland-Hayward Metropolitan Area (Series Id: CWURS49BSA0), compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics, or subsequent Metropolitan Area established by the Department of Labor.
- N. "Diesel Fuel Pricing Index" means the Monthly California No. 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon), compiled and published by the U.S. Energy Information Administration. In the event this index is no longer available, the Parties will use the Producer Price Index, Commodities, Not Seasonally Adjusted, No. 2 Diesel Fuel (Series Id: wpu057303), compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics, or a similar, mutually agreed index.

- O. "Maximum Return" shall be equal to 10%.
- P. "Minimum Return" shall be equal to 6%.
- Q. "Motor Vehicle Maintenance and Repair Index" means the Consumer Price Index, All Urban Consumers, Motor Vehicle Maintenance and Repair, Not Seasonally Adjusted, U.S. City Average (Series Id: cuur0000setd), compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics.
- R. "Organic Materials Processing Fee" for a given period means the highest per-Ton fee payable by Contractor during such period for the Transfer, Transport, and Processing of Organic Materials at the Designated Composting Facility.
- S. "Profit Level" (maximum/minimum return) is calculated by subtracting Contractor's Allowable Expenses from Contractor's Allowable Revenue and dividing the result by the Contractor's Allowable Revenue.
- T. "Regulatory Fee Component" means, with respect to a given fee, that portion of such fee that represents amounts payable by Contractor for all federal, State, and local fees applied to transfer, transport, Processing, Composting, or Disposal.

In general, if an index is discontinued, the successor index with which it is replaced will be used for subsequent calculations. If no successor index is identified by the Bureau of Labor Statistics, the index published by the Bureau which, in the reasonable opinion of City after conferring with Contractor, is most comparable will be used.

11.02 Payment for Services Provided

The Contractor's Payment determined in accordance with Section 11.06 shall be the full, entire and complete payment due to Contractor for all labor, equipment, materials and supplies, taxes, insurance, bonds, overhead, operations, profit and all other things necessary to perform the services required by this Agreement, with the exception of fees for Processing Services paid directly by City to Contractor as provided in Section 11.12, which are not considered part of Contractor's Application.

The Contractor shall retain any income from actual costs during any year being less than those projected for that year. Similarly, the Contractor shall not be compensated for actual costs during any year that are greater than those projected for that year. In addition, calculations of Contractor's Payment for future years shall not be adjusted for past variances of actual costs or actual revenues from those which had been projected. Nothing in this Section shall prevent City from bringing an action or proceeding under Article 14 to recoup prior overpayments due to subsequently discovered fraud or misrepresentation in financial data submitted by it to City.

11.03 Billing by City

In accordance with the Rate schedule established pursuant to this Agreement, City shall prepare, deliver, and collect bills for Services provided by Contractor under this Agreement, as a part of the municipal utility billing system.

11.04 Annual Rate Calculation

City shall establish the Rates, effective July 1 of each Rate Period or other date as City may choose subject to Article 11.05, to be charged Customers for Services by ordinance or resolution for the types of Services provided. So City has sufficient time to review and approve Contractor's Application and take such action as necessary to adopt a new Rate schedule, Contractor shall submit its Application no later than January 31 of each Rate Period.

City shall review Contractor's Application for accuracy and consistency with the applicable procedures specified in this Article 11. Contractor shall provide all information reasonably requested by City to evaluate the Application.

City shall not make any retroactive adjustment to compensate for any delay in calculating Contractor's Payment which results from the failure of Contractor to respond promptly and completely to requests of City for information related to any of the calculations required by this Section or receipt of audited financial statements.

11.05 Failure or Delay in City Adjusting Rates

A. **Annual Application Submitted On Time.** If Contractor submits its Application on or before the Application submittal date identified in Table 1, Article 11.08.B, and City delays approving the annual Rate adjustment until after July 1 of the forthcoming Rate Period, then Contractor shall be entitled to an additional adjustment for such Rate Period (and, if necessary, subsequent Rate Periods) to enable Contractor to recover the shortfall in revenues caused by City's delay.

To determine the amount of the shortfall, if any, City and Contractor shall meet and confer to determine the effect the delay in adopting Rates has on the gross receipts. The assessment of the revenue impact shall consider the billing cycle (e.g., impact to Customers billed in advance and to Customers billed in arrears), the ability of City to delay issuance of bills, the payment cycle of Customers, and other relevant variables.

B. **Annual Application Delayed.** If Contractor does not submit its Application on or before the Application submittal date identified in Table 1, City Council shall approve the annual Rate adjustment as soon as reasonably practicable. If City Council approves the adjusted Rates after July 1, no retroactive adjustment will be made to allow Contractor to recover any shortfall in revenues caused by City's delay in approving Rates.

If City delays approving the annual Rate adjustment beyond a reasonable period, then Contractor shall be entitled to an additional Rate adjustment for such Rate Period (and, if necessary, subsequent Rate Periods) to enable Contractor to recover the shortfall in revenues

caused by City's delay. The shortfall will be determined in the same manner as set forth in the second paragraph of Section 11.05.A.

11.06 Contractor's Payments and Contractor's Percentage

- A. **Contractor's Payments.** City shall remit to Contractor on or before the tenth (10th) day of each month, or other times as necessary, a sum equal to Contractor's Payments less the Service Fee, less rent due to City for property leased to Contractor under separate lease, less any annual diversion incentive payment due (established and calculated in accordance with Article 11.17), and less other fees or charges (established and calculated in accordance with Article 10), for billings of the previous month. City shall have the right, if necessary, to pay Contractor an estimated payment of Contractor's Payments on the tenth day of any month and to reconcile such estimate to actual Contractor's Payments at a later date, but no later than when making the subsequent month's payment.

Upon termination of this Agreement, Contractor shall be entitled to be paid for all Services performed during the Term of this Agreement, even though those Services may be billed and collected by City following the termination of this Agreement. Contractor shall be permitted reasonable access to the records of City regarding waste Generators and Collections pursuant to this Section.

- B. **Contractor's Percentage.** Contractor and City recognize that a portion of the total revenues collected by City through its billings is attributable to Contractor for the Services which Contractor performs pursuant to this Agreement, and a portion is attributable to other Solid Waste program services provided by City for Processing of Solid Waste and Disposal of Residue by third parties, and other purposes. For any Application Rate Period, the "Contractor's Percentage" and the Rates billed to Customers for Services shall be set by City at a level reasonably estimated to cause Contractor to receive the Contractor's Allowable Revenues (as determined pursuant to Section 11.07) for the Application Rate Period.

11.07 Calculation of Contractor's Allowable Revenue

For the purpose of Rate setting, Contractor's Allowable Revenue for calculating the Contractor's Percentage and Rates billed to Customers as described in Section 11.06.B, for Rate Periods beginning July 1, 2021, shall be determined as described in this Section.

Contractor's Allowable Revenues do not constitute a guarantee of City payment of that amount to Contractor.

A. Contractor's Allowable Revenue for Rate Period One.

Contractor's Allowable Revenue for Rate Period One (July 1, 2021 to June 30, 2022) shall be \$20,763,069 as detailed in Attachment A.

Contractor understands and acknowledges that City may make changes to the Rate structure effective during Rate Period One and/or Rate Period Two. City will provide Contractor the opportunity to review and comment on any draft changes to the Rate structure.

B. Contractor's Allowable Revenue for Subsequent Rate Periods. For Rate Periods Two through the remaining Term of this Agreement, including any extension periods, Contractor shall be entitled to receive Contractor's Allowable Revenues as determined pursuant to this Section.

1. For purposes of this Section, the "Projected Contractor's Revenues" equal the total of Contractor's Payments reasonably projected to be received by Contractor during the Current Rate Period, and adjusted for any reasonably expected changes in Contractor's Payment in the Application Rate Period (e.g. a change in the Rate structure, or reasonably anticipated increase or decrease in customer base for the coming year, etc.) as approved in advance by City.
2. For purposes of this Section, "Projected Allowable Expenses" equal the total projected Contractor's Allowable Expenses for the Application Rate Period as calculated pursuant to Section 11.08.B.
3. For purposes of this Section, "Projected Contractor's Profit Level" shall be calculated by subtracting Projected Allowable Expenses from the Projected Contractor's Revenue and dividing the result by the Projected Contractor's Revenue.
4. If, for any Application Rate Period, Projected Contractor's Profit Level is equal to or greater than the Maximum Return, Contractor's Allowable Revenues shall equal an amount that generates a Projected Contractor's Profit Level equal to Maximum Return.
5. If, for any Application Rate Period, Projected Contractor's Profit Level is less than the Maximum Return, Contractor's Allowable Revenues shall be the Projected Contractor's Revenues adjusted by CPI-U, up to the Maximum Return, except as follows:
 - a. If, after adjusting Projected Contractor's Revenues by CPI-U, the Profit Level is less than the Minimum Return, Contractor's Allowable Revenues shall equal an amount that generates a Projected Contractor's Profit Level equal to Minimum Return.

Attachment R contains example calculations of Contractor's Allowable Revenues illustrating the application of Sections 11.07.B.4 and 11.07.B.5.

11.08 Application by Contractor

A. General. On or before January 31 of each year during the Term of this Agreement, including any extension periods, beginning on January 31, 2022, Contractor shall submit to City a Rate adjustment application and Rate review report (Collectively, the "Application"), calculating Contractor's Allowable Expenses for the Application Rate Period in accordance with Section 11.08.B. The Application shall include (a) actual Contractor's Payments and Contractor's Allowable Expenses for the prior fiscal year and the first quarter of the then-Current Rate Period, (b) estimates of Contractor's Payments and Contractor's Allowable Expenses for the remainder of the Current Rate Period, and (c) projections of Contractor's Allowable Revenues and Contractor's Allowable Expenses for the Application Rate Period. In addition to specifying the projected Contractor's Allowable Expenses and Contractor's Allowable Revenues for the Application Rate Period, the Application shall also include the following information:

1. The rate of increase, if any, in Contractor's Allowable Expenses from the Current Rate Period to the Application Rate Period;
2. A calculation of the pretax income of the Contractor for the prior fiscal year, current fiscal year and the projected Application Rate Period; and
3. Any changes in Contractor's revenues which may be required for such Application Rate Period, as determined in accordance with Section 11.07.

In the event City disputes any portion of the Application, or requires additional information or clarification from Contractor with respect to the Application, it shall notify Contractor in writing. City may notify Contractor via email, in which case receipt is considered to be twenty-four (24) hours from the date and time the email was sent. Contractor shall respond to such notice within 10 days after receipt thereof. If appropriate, Contractor shall modify the Application to reflect any such dispute of City.

The Rates and corresponding Contractor's Percentage adopted by City must be reasonably expected to result in the generation of Contractor's Payments in an amount at least equal to the Contractor's Allowable Revenues identified in the Application (as such Application may be adjusted to comply with the provisions of Article 11.07).

- B. Allowable Expenses Adjustment Methodology.** Contractor's Allowable Expenses for Rate Period Two and subsequent Rate Periods (which is used in determining Contractor's Allowable Revenue in Section 11.07 above) shall be determined based on annual adjustments in accordance with this Article 11 using (i) the index-based adjustment method set forth in Section 11.09 or (ii) the cost-based adjustment method set forth in Section 11.10. The cost-based adjustment is intended to adjust Contractor's Allowable Revenue to more accurately reflect Contractor's actual costs of operations, if the cost indices are not tracking with actual changes in costs. Table 1 below shows which method will be used for each Rate Period:

TABLE 1			
Rate Period	Commencement Date of Rate Period	Adjustment Method for Calculating Contractor's Allowable Expenses	Application Submittal Date
1	July 1, 2021	Fixed per Cost Proposal	Not Applicable
2	July 1, 2022	Index-Based	January 31, 2022
3	July 1, 2023	Cost-Based	January 31, 2023
4	July 1, 2024	Index-Based	January 31, 2024
5	July 1, 2025	Cost-Based	January 31, 2025
6	July 1, 2026	Index-Based	January 31, 2026
7	July 1, 2027	Cost-Based	January 31, 2027
8	July 1, 2028	Index-Based	January 31, 2028
9	July 1, 2029	Cost-Based	January 31, 2029
10	July 1, 2030	Index-Based	January 31, 2030
11*	July 1, 2031	Cost-Based	January 31, 2031

TABLE 1			
Rate Period	Commencement Date of Rate Period	Adjustment Method for Calculating Contractor's Allowable Expenses	Application Submittal Date
12*	July 1, 2032	Index-Based	January 31, 2032
13*	July 1, 2033	Cost-Based	January 31, 2033
14*	July 1, 2034	Index-Based	January 31, 2034

*Applicable only if the Term is extended pursuant to Section 3.03.

C. Cost Components of Contractor's Allowable Expenses. Both index-based and cost-based adjustments are affected by applying various adjustment factors as described herein to the following categories of costs and other amounts, which are referred to herein as "Cost Components" or "Components:"

1. "Labor-related Costs" for a given period means the direct and indirect costs incurred by Contractor during such period for Contractor's employees, including without limitation: (1) wage costs including costs for regular, overtime, holiday, vacation, and sick wages; (2) health and welfare costs; (3) workers compensation costs; (4) payroll taxes; and (5) pension/retirement benefit costs.
2. "Vehicle-related Costs" for a given period means direct and indirect costs incurred by Contractor during such period associated with maintenance, repair, licensing and registration of Contractor's vehicles and equipment, but excluding Fuel Costs and Lease Costs.
3. "Fuel Costs" for a given period means the costs, individually and in combination incurred by Contractor during such period for each fuel type.
4. "Lease Costs" for a given period means the costs incurred by Contractor during such period for leases of vehicles and equipment (including Containers) leased from Affiliates of Contractor. Contractor's lease costs include: (1) lease costs of \$1,885,737 for Rate Period One (adjusted in subsequent years as set forth below) for used vehicles and equipment (including Containers) leased from Recology Leasing Inc. or similar Affiliate of Contractor, for new vehicles and equipment (including Containers) leased from Recology Leasing Inc.

Leases for new vehicles and equipment (including Containers) shall fully amortize Contractor's acquisition cost over a 7-year period, and leases for used vehicles and equipment (including Containers) shall fully amortize Contractor's acquisition cost over a 5-year period, in each case based on the date the vehicles or equipment are put into service, and assuming equal monthly payments over the life of the lease. After the 5- or 7-year amortization period, the lease costs shall not be included in subsequent Rate Periods. Lease Costs are the leasing Affiliate's direct cost of borrowing as of the date each asset is put into service by Contractor, without mark-up or profit. "Allowable Lease Costs" shall not exceed the leasing Affiliate's direct cost of borrowing. "Allowable Lease Costs" are the dollar equivalent of the rate for Treasury bonds of constant maturity having the same term as the lease term (e.g., 7-year bonds for a 7-year lease term), as such rate

appears on the web site of the Federal Reserve Board (<http://www.federalreserve.gov/releases/H15/data.htm>), plus a "premium" (e.g. "spread") of up to 2.5% as charged by the lender. If the Treasury bond of constant maturity having the same term as the lease term is discontinued, the successor bond (identified by the Federal Reserve) with which it is replaced will be used for subsequent calculations. If no successor bond is identified by the Federal Reserve, the Parties agree to meet and confer to determine the successor bond which is most comparable.

The specific Lease Costs set forth above reflect the leasing of the vehicles and equipment listed in Attachment A. In connection with the Rate adjustment process for cost-based adjustment Rate Period (identified in Table 1,) Attachment A shall be adjusted by (1) deleting from the schedule vehicles and equipment no longer in use (total number of vehicles remaining on the books shall not exceed the allowable number of route vehicles, plus spares, approved by City and included in Attachment A, unless approved by City in advance), and (2) adding to the schedule new and replacement vehicles and equipment approved by City in connection with City's consideration of Contractor's Application for such cost-based adjustment Rate Period. Lease terms and rates for new and replacement vehicles and equipment shall be as set forth in the preceding paragraph, unless otherwise agreed by City.

5. "Buy-back Center Material Purchases" means costs incurred to purchase materials (e.g., aluminum, glass, metal, plastic, etc.) from the public (at reasonable market prices) at the Mountain View Recycling Center.
6. "Other Costs" for a given period means all costs reasonably incurred by Contractor during such period in connection with or arising from Contractor's performance of its obligations under this Agreement, other than (i) costs attributable to the Cost Components set forth in Sections 11.08.C.1 through 11.08.C.5 above, (ii) profit, (iii) Service Fees and other City fees; and (iv) non-allowable costs.
7. "Service Fees and other City fees" means an estimate of the amount of the Service Fees and other City fees payable by Contractor to City pursuant to Article 10 of this Agreement, used for purposes of determining Contractor's Allowable Expenses.
8. "Total Contractor's Allowable Expenses" means the sum of the Cost Components set forth in Section 11.08.C.1 through 11.08.C.7 above. Total Contractor's Allowable Expenses are used as a basis for determining Contractor's Allowable Revenue in Section 11.07. Total Contractor's Allowable Expenses does not reflect or in any way guarantee the gross receipts that are to be generated by Rates or retained by Contractor. Cost-based Rate Applications shall include a 5-year history of expenses for regional and corporate accounting, corporate management fee, insurance related portion of G&A expenses, and any other cost category as requested by City and for which Contractor is seeking an increase greater than the applicable index.

11.09 Index-Based Methodology for Calculating Contractor's Allowable Expenses

- A. **Summary.** The index-based Rate adjustment methodology involves the application of the Annual Percentage Change in various price indices (defined in Section 11.01) to certain

categories of Contractor's Allowable Expenses for the Current Rate Period and the calculation of the allowable profit, with the fuel cost exception contained in Article 11.09.C.3.

- B. Determination of Contractor's Allowable Expenses.** With respect to the cost components that comprise Contractor's Allowable Expenses, the starting point for the adjustment calculations is the value of each cost component for the Current Rate Period, as determined in the previous Application process. For example, for Contractor's Application submitted for Rate Period Four, the Cost Components that make up Contractor's Allowable Expenses will be based on City-approved Cost Components from Rate Period Three, the form of which shall be in accordance with the cost forms presented in Attachment A.
- C. Calculation of Adjustments to Cost Components.** Each of the Cost Components within each line-of-business presented in Attachment A (e.g., Residential Recycling, Residential Solid Waste, Commercial Recycling, general and administrative, etc.) will be adjusted as follows:
1. **Labor-related Costs.** Labor-related costs for the Application Rate Period shall be determined by adjusting City-approved labor-related costs for the Current Rate Period multiplied by one (1) plus the Annual Percentage Change in the CPI-W.
 2. **Vehicle-Related Costs (excluding fuel costs).** Vehicle-Related Costs (excluding fuel costs) for the Application Rate Period shall equal City-approved Vehicle-Related Costs for the Current Rate Period multiplied by one (1) plus the Annual Percentage Change in the Motor Vehicle Maintenance and Repair Index.
 3. **CNG and Diesel Fuel Costs.** CNG and Diesel Fuel Costs for the Application Rate Period shall each equal City-approved CNG and Diesel Fuel Costs for the Current Rate Period multiplied by one (1) plus the Annual Percentage Change in the applicable Fuel Pricing Indices. City reserves the right to require Contractor submittal of Contractor's independent audit data regarding total annual mileage and fuel costs.
 4. **Lease Costs.** Lease Costs for the Application Rate Period shall be determined in accordance with Section 11.08.C.4.
 5. **Other Costs.** Other Costs for the Application Rate Period shall equal Other Costs for the current Rate Period multiplied by one (1) plus the Annual Percentage Change in the CPI-U.
 6. **Buy-back Center Material Purchases.** Buy-back Center Material Purchases for the coming Rate Period shall equal the actual costs to purchase such materials during the most-recently completed Rate Period.
 7. **Service Fees and Other City Fees.** Service Fees and other City fees shall be calculated in accordance with Article 10.
- D. Total Contractor's Allowable Expenses.** Total Contractor's Allowable Expenses for the Application Rate Period shall equal the sum of the Cost Components calculated in accordance with Sections 11.08.C.

11.10 Cost-Based Methodology for Calculating Allowable Expenses

A. **Summary.** The cost-based adjustment methodology involves: review of Contractor's approved budgeted allowable operating expenses compared to actual and allowable operating expenses from Contractor's most recently completed Contractor's Fiscal Year; allocation of those costs to the Cost Components that comprise Total Contractor's Allowable Expenses; and the application of the Annual Percentage Change in the price indices provided in Article 11.09.C to those Cost Components to reflect a 2-year increase (i.e., the Annual Percentage Change in the various indices are applied for each year to the Allowable Expenses, as appropriate, unless otherwise agreed to or approved by City).

B. Determination of Contractor's Allowable Expenses

1. **General.** "Allowable Expenses" for this Section shall mean all reasonable costs incurred by Contractor in connection with or arising from Contractor's provision of Services under this Agreement and complying with all Applicable Laws, regulations or orders now existing or hereafter enacted or amended, including but not limited to California Public Resources Code §§40000, et seq., except those costs specifically excluded in this Section 11.10.B. "Allowable Expenses" shall only include those costs which would be reasonably incurred by a contractor in light of generally prevailing industry practices and standards, or as otherwise required pursuant to this Agreement, and shall not include those costs incurred as a result of misconduct of Contractor. Specifically, without limitation, "Allowable Expenses" shall not include any fines and/or penalties payable by Contractor for failing to comply with Applicable Law. All costs incurred by Contractor for collection of any materials or collection activities that do not relate directly to provision of Services are excluded from Allowable Expenses. Separate records shall be kept for all revenues received and all expenses incurred for services provided outside of the scope of this Agreement.
2. **Determination of Actual Expenses.** Contractor's financial statement, books, and records shall be reviewed to determine Contractor's actual expenses for the most-recently completed Rate Period to perform all the services in the manner required by this Agreement for each of the Cost Components described in Section 11.08.C.
3. **Calculate Allowable Expenses.** Contractor shall calculate Allowable Expenses for most-recently completed Rate Period by adjusting actual expenses for the most-recently completed Rate Period (determined in accordance with Section 11.09.B) to deduct non-allowable costs, with the fuel cost exception contained below in B.4. Total Allowable Expenses shall be reported in the Cost Components and by line-of-business identified in Section 11.08.C. Non-allowable costs which shall be deducted from actual costs include the following:
 - a. Depreciation and interest expense associated with:
 - (i) Any past, present or future interest expense related to the acquisition of Contractor or an Affiliate of Contractor, or the acquisition by Contractor of another corporate entity; and

- (ii) Any past, present or future depreciation costs associated with a step up in the cost basis of any assets acquired by Contractor from an Affiliate of Contractor.
- b. Payments to directors and/or owners of Contractor, unless paid as reasonable compensation for services actually rendered.
- c. Travel expenses and meal expenses over \$2,000 combined, unless authorized in advance by City.
- d. Claim payments not covered by insurance, over \$100,000 combined, annually, to repair damage to property of third parties or City for which Contractor is legally liable.
- e. Fines for penalties of any nature.
- f. Billing credits for non-performance, as provided in Section 9.05C.7.
- g. Liquidated Damages assessed under this Agreement.
- h. Federal or State income taxes.
- i. Charitable or political donations, including any inducements, reimbursements, or other payments to employees for engaging in political activities.
- j. Lease costs in excess of those determined in accordance with the preapproved methods described in Section 11.08.C.4.
- k. Attorneys' fees and other expenses incurred by Contractor in any court proceeding in which City and Contractor are adverse Parties.
- l. Attorneys' fees and other expenses incurred by Contractor arising from any act or omission of Contractor in violation of this Agreement.
- m. Attorneys' fees and other expenses incurred by Contractor in any court proceeding in which Contractor's own negligence, violation of law or regulation, or willful misconduct are in issue, and occasion, in whole or in part, the attorneys' fees and expenses claimed.
- n. Attorneys' fees and other expenses incurred by Contractor in any court proceeding in which the legal theory or statute providing a basis of liability against Contractor also provides for separate potential liability for City derived from the action of its citizens or ratepayers (such as in a CERCLA lawsuit), unless Contractor is found not liable in such claims.
- o. Payments to Affiliated Parties for products or services in excess of (1) in the case of transactions other than Permitted Affiliate Transactions (as defined in Section 11.16.B), the cost to the Affiliate for those products or services, or (2) in the case of Permitted Affiliate Transactions, the applicable amounts set forth in this Agreement for such transactions (in accordance with Section 11.16.B).
- p. Goodwill.
- q. Costs of administering Contractor's Employee Stock Ownership Plan in excess of \$250,000 per year.

- r. Corporate and regional overhead costs greater than an amount equal to \$926,394 for Rate Period One (adjusted annually by one (1) plus the Annual Percentage Change in the CPI-W), unless pre-approved by City. This cap on costs applies to the sum total of the following line item expenses in the pro forma provided in Attachment A: regional accounting expense, regional management expense, inter-company management fee, inter-company billing services and corporate management fee.
4. **Apply Indices to Allowable Expenses.** The final step in calculating Contractor's Allowable Expenses for the forthcoming Rate Period is the application of the Annual Percentage Change in the price indices provided in Article 11.09.C to those Cost Components to reflect a 2-year increase (i.e., the Annual Percentage Change in the various indices are applied for each year to the Allowable Expenses, as appropriate, unless other agreed to or approved by City).

11.11 Extraordinary Costs or Cost Savings

In the event it is anticipated that extraordinary costs will be incurred by Contractor during an Application Rate Period or extraordinary cost savings will be experienced by Contractor during an Application Rate Period, Contractor's projected Allowable Expenses for the Application Rate Period will be increased or decreased, as appropriate, by the projected amount of the extraordinary costs or cost savings. "Extraordinary Costs" or "Extraordinary Cost Savings" shall include, without limitation, costs or cost savings incurred or experienced as a result of:

1. A City-directed change pursuant to Article 15.12, or any other mutually-agreed change in the obligations of Contractor under this Agreement;
2. A material change in Collection, transfer or Processing requirements for provision of services either by action of City or of any federal, State, local, County or other governmental body, or other change in Applicable Law, or a change in the level of fees or other charges charged or levied by any such body;
3. The occurrence of an event which would excuse performance pursuant to Section 14.09; or
4. An increase or decrease in the number of Generators, whether caused by Customer growth and/or annexation or otherwise, to the extent such increase or decrease causes Contractor to incur increased or additional capital and noncapital expenditures, or caused by Customer loss to the extent such decrease causes Contractor decreased capital and noncapital expenditures. Such an adjustment to Allowable Expenses shall only be made to the extent Contractor is performing at the productivity levels (i.e., residential lifts per hour, bin lifts per hour, debris-box pulls per hour, etc.) shown on Form 2 of Attachment A. Contractor's Allowable Expenses shall not be adjusted for cost increases resulting from the need for additional routes and route personnel resulting from productivity levels being less than the proposed productivity levels shown on Form 2 of Attachment A.

Unless otherwise mutually agreed, for purposes of adjusting Contractor's Payment and Contractor's Allowable Expenses, the amount of the costs or cost savings resulting from the foregoing factors shall be based on Contractor's Allowable Expenses and a profit margin of eight percent (8%).

11.12 Processing Fees and Compensation

- A. **Organic Material Processing.** So long as the Designated Organics Processing Facility for Residential Organics is owned by an Affiliate of Contractor, the Organic Materials Transfer and Processing Fee shall equal \$88.98 per Ton for Rate Period One and shall thereafter increase by the Annual Percentage Change in the CPI-U and changes in the Regulatory Fee Component. So long as the Designated Organics Processing Facility for Commercial Organics is owned by an Affiliate of Contractor, the Organic Materials Transfer and Processing Fee shall equal \$121.04 per Ton for Rate Period One and shall thereafter increase by the Annual Percentage Change in the CPI-U and changes in the Regulatory Fee Component.
- B. **Commercial/Multi-Family Recyclable Material Processing.** The Processing fee for Applicable Recyclable Materials (other than Construction and Demolition Debris and loose debris) shall be the then-applicable fee (if any) charged to Contractor by the Designated Recyclables Processing Facility for such materials. It is anticipated that, after City provides the direction contemplated by Section 6.02.B, such facility will be GreenWaste Recovery (GWR), in which case such fee shall be the then-applicable fee charged to Contractor pursuant to Contractor's agreement with GWR, a summary of the pricing terms of which is attached hereto as Attachment S. For any period that the Designated Recyclables Processing Facility for such materials is the SMaRT Station, City shall pay the Processing fee for such materials directly to the SMaRT Station, and the amount charged to Contractor shall be zero.
- C. **Construction and Demolition Material Processing.** The Processing fee for Construction and Demolition Debris and loose debris shall be the then-applicable fee (if any) charged to Contractor by the Designated Recyclables Processing Facility for such materials. It is anticipated that, after City provides the direction contemplated by Section 6.02.B, such facility will be Zanker Road Resource Management (Zanker), in which case such fee shall be the then-applicable fee charged to Contractor pursuant to Contractor's agreement with Zanker, a copy of which is attached hereto as Attachment S. For any period that the Designated Recyclables Processing Facility for such materials is the SMaRT Station, City shall pay the Processing fee for such materials directly to the SMaRT Station, and the amount charged to Contractor shall be zero.
- D. **Replacement of Designated Processing Facility.** If a Designated Processing Facility is replaced pursuant to Section 6.02 or otherwise, then the Processing fee for the materials previously handled by such facility will be the then-applicable fee charged to Contractor by the replacement Designated Processing Facility pursuant to Contractor's agreement with such facility (or City's agreement, if City contracts with the facility pursuant to Section 6.02.I).
- E. **Extraordinary Costs or Cost Savings.** In the event it is anticipated that extraordinary costs will be incurred by Contractor or extraordinary cost savings will be experienced by Contractor, due to a material change by action of City or any other change in Applicable Law,

or change in the level of fees or other charges charged or levied by any such body, or unforeseen changes in availability of Designated Processing Facilities listed in Attachment H beyond Contractor's control, Contractor's Compensation allowed in Sections 11.12.A, B. and C. will be increased or decreased, as appropriate, by the projected amount of the extraordinary costs or cost savings, following review by City per Section 6.02.G.

- F. **Payment to Contractor.** Compensation for Processing services listed above and performed by Contractor as specified in Article 6 shall be paid upon submittal to, and approval by, City of a monthly invoice detailing the tons transferred and processed by type and load rating and including weight tags for all transactions (or equivalent information provided by the facility).

11.13 Adjustments for Material Changes

If City has directed a change in scope of work under Section 15.12 and either Party believes such change will increase or decrease the costs of providing service, the Party which believes Contractor's Payments should be adjusted shall, within thirty (30) calendar days, submit to the other Party a proposed adjustment and the Parties shall thereafter meet and discuss the matter. Contractor shall promptly provide all relevant schedules, supporting documentation and other financial information requested by City to evaluate the necessity for an adjustment and the amount thereof.

Within ninety (90) days of the submission of the proposed adjustment, City will determine the amount of the adjustment, if any, and shall thereafter adjust Contractor's Payments accordingly. Any adjustments will be made effective as of the date the change in service is implemented. For purposes of adjusting Contractor's Payment for the Current Rate Period, the adjustment shall be based on the agreed upon costs with an annual profit margin of 8 percent. Beginning with the following Rate Period, any adjustment becomes part of the Application.

If the adjustment is in excess of \$100,000, Contractor shall not be required to perform the changed service unless and until the changed service and agreed related compensation adjustment (if any) are approved by City Council and have gone into effect, except that under emergency circumstances, or if the adjustment is less than or equal to \$100,000, Contractor will begin performing the changed service while the appropriate agreed adjustment in compensation is being determined.

If Contractor is dissatisfied with the recommendation of City regarding the additional compensation, it may appeal the decision in accordance with Municipal Code Section 16.2. If an appeal is to be taken, Contractor shall promptly (in any case, within 15 days of its receipt of City decision) submit a full written statement of (a) each item with which it disagrees; (b) the reasons for its disagreement; (c) the amount which it believes the Contractor's Payments should be adjusted for each such item and shall submit copies of all financial and operational data on which it relies.

With regard to the "Commercial Cart Organics Route" described in Attachment B (to be implemented in Rate Period 2 or 3, as determined by Contractor), and the optional "Weekly SFD Recology Collection" and optional "Buy-Back Service Changes Efficiency" described in Attachment B (if City directs such optional services to be implemented during the Term),

Contractor's Allowable Expenses for said services shall be as established in Attachment B, and shall not be independently recalculated pursuant to the provisions of Article 11.11, 11.13 and 11.14, except that such pricing shall be adjusted to reflect any other cost- or index-based increases granted to Contractor according to the provisions of Article 11, cumulatively, if such changes occur after Rate Period 1. The adjustment to Contractor's Allowable Expenses shall be included in Contractor's Rate Application prior to implementation of any such service.

11.14 Additional Review for Material Changes

- A. Contractor's Allowable Revenue established pursuant to this Article 11 is calculated to cover certain expenses and costs that are of a contingent and uncertain nature and that must be estimated several months before they are incurred. Therefore, in addition to the review described in Section 11.08 above, Contractor's Allowable Revenue and Contractor's Percentage and/or the Rates established pursuant to Section 11.06 may be further adjusted during a Rate Period upon written request of Contractor if Contractor can demonstrate materially-increased costs have been incurred by Contractor in connection with or arising from Contractor's provision of Services under this Agreement, due to any of the following causes:
1. A City-directed change pursuant to Article 15.12, or any other mutually-agreed change in the obligations of Contractor under this Agreement;
 2. A material change in Collection, transfer or Processing requirements for provision of Services, either by action of City or of any federal, State, local, County, or other governmental body, or other change in Applicable Law, or a change in the level of fees or other charges charged or levied by any such body; or
 3. The occurrence of extraordinary and unanticipated costs, not within the control of Contractor, incurred by Contractor in connection with the provision of Services under this Agreement, including without limitation the occurrence of an event which would excuse performance pursuant to Article 14.09, and subject to City's rights as set forth in Article 14.09.E.
- B. For purposes of this Section, Contractor shall not incur "materially increased costs" as a result of any particular event or cause unless that event or cause can be reasonably expected to increase Contractor's Allowable Expenses for the Rate Period by greater than 2 percent of Contractor's Allowable Revenue for that Rate Period.
- C. Upon receiving Contractor's written request for additional review and such information deemed necessary to support such request, City shall have sixty (60) days to act upon the request.

11.15 Maintenance of Financial Records

- A. **General.** In order to effectuate the annual Application Process pursuant to Section 11.08 and the occasional reviews of adjustments under Sections 11.11, 11.13, and 11.14 due to changes directed by City, which reviews may or may not coincide with the Application Process, it is necessary for Contractor to maintain accurate, detailed financial information in a consistent

format and to make such information available to City in a timely fashion. It is also necessary, in order to assure the public of the accuracy of the review processes, for Contractor's financial records to be confirmed by an audit conducted by an independent certified public accountant whose report thereon is forwarded to City on a regular basis. This Section is intended to effectuate these requirements.

- B. **Contractor's Accounting Records.** Contractor shall maintain in its office accurate and complete accounting records containing the underlying financial and operational data relating to, and the bases for computation of, all costs associated with providing service under this Agreement. Separate costs shall be maintained for the various Collection programs outlined in this Agreement. The accounting records shall be prepared on an accrual basis, in accordance with Generally Accepted Accounting Principles consistently applied. The Contractor will adhere throughout the Term to "Generally Accepted Accounting Principles" then in effect, published by the American Institute of Certified Public Accountants. The operating year for both accounting and all other record keeping purposes shall be the Contractor's Fiscal Year.
- C. **Audit.** City, at its own expense, may conduct, or contract with a third party to conduct, an audit or other agreed-upon procedures to ascertain compliance with this Agreement. Contractor shall make all of its financial statements, internal audits and any other reasonable information requested available to the auditor. This audit shall be conducted in an efficient and timely manner, in order not to delay unnecessarily the Rate review process. The result of this audit may be used by City in its consideration of subsequent Applications submitted by Contractor under this Section.
- D. **Retention of Records.** In addition to any applicable requirements in Article 9, Contractor shall retain all records and data required to be maintained under this Agreement for a period of at least three (3) years and nine (9) months (to coincide with City's fiscal year) following the close of each of Contractor's Fiscal Years, and for such further time as may be designated by City to enable it to complete any review or audit commenced during such three (3) year and nine (9) month period.
- E. **Delivery of Financial Reports to City.** Contractor shall deliver to City the financial reports, in the format and at the time required by Section 11.08. In addition, Contractor shall provide City with financial information in such format, and at such times, as City may reasonably require to monitor Contractor's financial activities and conduct the Rate review processes described in this article.
- F. **Delivery of Financial Statements Other Documents and Auditor's Report.** No later than January 31 of each year, Contractor shall deliver to City five (5) copies of its audited financial statements for its preceding Fiscal Year, together with such other documents as may be required by City, which shall show in detail the financial condition of Contractor and the results of its operations under this Agreement. These statements shall have been examined by, and shall be accompanied by, the report of an independent certified public accountant containing such accountant's representation that it has examined Contractor's financial

statements in accordance with Generally Accepted Auditing Standards. City may prescribe the contents of supplemental schedules to be included with the financial statements required.

- G. **Review of Audited Financial Statement.** City may, with its own employees or by means of a consultant, review the audit plan of any of the independent certified public accountants whose opinions on the audited financial statements are to be furnished pursuant to Section 11.15.F. City has the right, but not the obligation, to review the parent company's overhead allocation to Contractor and to obtain such documentation as is necessary to understand the basis for that allocation relative to parent company's total allocated overhead. If such review gives rise to any questions, or differences of opinion regarding Contractor's compliance with the Agreement, Contractor and its accountant(s) shall meet with City, and its consultant if any, to discuss the issues involved.

The audit plan and work papers for the annual audit of the parent company contain confidential information that is not relevant to this Agreement; therefore, City shall not be given access to such documents. However, Contractor shall be required to provide sufficient financial information to City to permit City to confirm the accuracy and propriety of the overhead allocation from the parent company and any other services provided by the parent company that are not included in the overhead allocation.

11.16 Affiliate or Affiliated Parties

- A. **Maintenance of Affiliates' Financial Records.** Contractor's accounting records shall be maintained on a basis showing the results of Contractor's operations under this Agreement separately from any other operations of the Contractor or its Affiliates. The assets, liabilities, revenues, expenses and net worth associated with providing service to City shall not be combined, consolidated or in any other way incorporated with those of Affiliates or Affiliated companies, as defined above.

If Contractor claims as Allowable Expenses any costs incurred pursuant to any contracts or financial arrangements with Affiliated companies, City's rights to inspect records and obtain financial data shall extend to such Affiliate or Affiliates to the extent necessary to justify such Allowable Expense.

- B. **Transactions with Affiliated Parties.** If Contractor enters into any financial transactions with any Affiliate (other than "Permitted Affiliate Transactions," as defined below) for the provision of labor, equipment, supplies, services, or capital related to the furnishing of services under this Agreement, that relationship shall be disclosed to and approved by City, and in the financial reports submitted to City.

Contractor will not form or use any Affiliate to perform any of the services or activities which Contractor is required or allowed to perform under this Agreement, unless approved by City. City approves the following transactions (each, a "Permitted Affiliate Transaction") between Contractor and an Affiliated Party:

1. Leasing of vehicles and equipment by Recology Leasing Inc. to Contractor, at the rate and on the terms set forth in Section 11.08.C.4;

2. Provision of management, financial and administrative services by Recology Inc. to Contractor, as provided in Article 11.10.B.3.r, adjusted annually by one (1) plus the Annual Percentage Change in the CPI-W;
3. Processing of Organic Materials by South Valley Organics or Recology Blossom Valley Organics – North at the rate set forth in Article 11.12; and,
4. Transfer and transport of Recyclable and Organic Materials, utilizing the Rogers Avenue Transfer Station, at the rates set forth in Article 11.12.

11.17 Additional Financial Incentives for Diversion Program Implementation

- A. **Contractor Obligation.** In awarding this Agreement, the City relied on Contractor's representation that Contractor will provide a Diversion Level that assists the City to be in full compliance with its State Diversion obligations, as defined as of the Effective Date by AB 939, AB 341, AB 1826, SB 1383 and related state laws and regulations. The City's grant of exclusive services as defined in Article 4 is based in part on providing Contractor the means necessary to ensure the City meets its Diversion obligations. The following Diversion requirements are intended to ensure the City will be in full compliance with its Diversion obligations under Applicable Law.
- B. **Diversion Level.** Contractor's compliance with its Diversion requirements will be measured for a given time period in terms of the tons of materials Collected by Contractor in the City that are sold or delivered to any Designated Facilities, net of all Residue, divided by the total tons of materials Collected in the City by Contractor in each calendar year.
- C. **Diversion Requirements.** Contractor's overall measured Diversion Level performance shall be considered acceptable if the percentage resulting from dividing the sum of Tons of Recyclable Materials, Organic Materials and Reusable Materials, net of all Residue, which are Collected under this Agreement and delivered for Processing, by the total Tons Collected by Contractor, exceeds the targeted Diversion Level as set by Attachment J. If the calculated percentage is more or less, performance incentives/disincentives will apply as more fully described in Attachment J.
- D. **Payment Amount.** The performance incentive/disincentive payment shall be \$80 per Ton for Rate Period 1. Thereafter, the payment will be adjusted annually by the CPI-U component of Contractor's Allowable Expenses is adjusted for that Rate Period (as specified in Articles 11.09 and 11.10)
- E. **Maximum Annual Payment.** The maximum annual payment to either City or Contractor resulting from Diversion Incentive/Disincentive calculations, as describe in Attachment J, is \$100,000. This maximum payment shall be adjusted annually in the same manner as the per Ton payment described in subsection D.

Article 12: City Right to Use Equipment and Facilities

12.01 Purpose

The Parties recognize (i) that frequent and continuous collection of Recyclable Materials, Organic Materials, and Solid Waste is an essential public service and an important element of public health in developed communities such as City, and (ii) that even a temporary interruption in the Collection and transport services entrusted to Contractor may threaten the public health and safety, as well as causing serious financial harm to business operations in City.

The purpose of this Article is to provide City the ability to respond to such threats to the public health, safety and welfare by making use of Contractor's Facilities and equipment. This Article applies to any interruption of services, regardless of whether or not Contractor's failure to perform is excused under Section 14.09.

12.02 General

In the event Contractor, for any reason whatsoever, fails, refuses or is unable to collect and transport some or all Recyclable Materials, Organic Materials, and/or Solid Waste from all or substantially all Customers, at the times and in the manner required by this Agreement, and to transport such materials to the Designated Facilities, for more than two (2) Business Days (a "Failure to Collect"), City shall have the right, but not the obligation, upon notice to Contractor, to (a) perform, or cause to be performed, such services itself with its own or other personnel without liability to Contractor (except as set forth in Article 12.04.F and 12.04.G) and/or (b) take possession of any or all of Contractor's land, equipment and other property used or useful in the collection and transportation of Recyclable Materials, Organic Materials, and/or Solid Waste (collectively, "Contractor's Properties"), and to use such property to Collect and transport any Recyclable Materials, Organic Materials, and/or Solid Waste generated within City.

12.03 Notice to Contractor

Notice of the Contractor's failure, refusal or neglect to Collect and transport Recyclable Materials, Organic Materials, or Solid Waste, and of City determination to exercise its right to provide Collection services and to make use of Contractor's Properties to do so, may be faxed and emailed to Contractor at its principal office and shall be effective immediately. Written confirmation of such faxed notification shall be mailed to Contractor within twenty-four (24) hours of the faxed notification.

12.04 Rights and Responsibilities of Parties

- A. **Contractor's Properties Made Available.** Upon receipt of a notice as provided in Section 12.03, Contractor shall immediately take all steps necessary to make available to City any of its vehicles and equipment that are requested by City. Contractor shall also cooperate in any other way requested by City to assist City in providing Collection services on a temporary basis. Contractor shall furnish City with updated and accurate route information and other

data as necessary for City to ensure that collection services can be provided in a safe and timely basis with minimal disruption to Customers.

- B. **Maintenance and Repair of Contractor's Properties.** City will be responsible for the proper use and operation of Contractor's Properties, including maintenance and repair of vehicles and equipment, while in City's use. Alternatively, if requested by City, Contractor shall keep Contractor's Properties in good repair and condition, including, but not limited to, providing all motor vehicles with fuel, oil and other service, and providing such other services as may be necessary to maintain Contractor's Properties in full operational condition.
- C. **Use of Contractor Personnel.** City may immediately engage all or any of Contractor personnel necessary or useful for the Collection and transport of Recyclable Materials, Organic Materials, and/or Solid Waste, including, if City so desires, employees previously or then employed by Contractor. Contractor further agrees, if City so requests, to furnish City the services of any or all management or office personnel employed by Contractor whose services are necessary or useful for Recyclable Materials, Organic Materials, and/or Solid Waste Collection and transportation operations.
- D. **City Payment for Use of Contractor's Properties.** If the Failure to Collect is excused under Section 14.09, City will pay Contractor one hundred dollars (\$100) per Business Day per vehicle used by City to perform Collection and transport services, which will constitute full compensation for use of Contractor Properties. If the Failure to Collect constitutes a breach of contract or default, no payment will be made.
- E. **City Delegation Rights.** City may delegate the use and operation of any or all of Contractor's Properties to a third party. City is not required to provide notice prior to doing so. If the Failure to Collect is caused by any event other than those listed in Section 14.09, and City elects to utilize a third party to provide services during the period of the Failure to Collect, Contractor shall be obligated to reimburse City for any reasonable costs which City incurs (including fees payable to such third party) which are in excess of the amount which the Contractor would have been entitled to for the period of such interruption or discontinuance.
- F. **Liability for Liquidated Damages.** Contractor shall not be liable for Liquidated Damages with respect to any incidents occurring 1) during the period during which City, or a City-designated third party designee, is in possession of, using, or operating any of Contractor's Properties, pursuant to this Article 12, and 2) for the specific collection and transport services that City (or any third party authorized by City) is performing.
- G. **City Indemnification.** City will defend, indemnify and hold Contractor harmless from claims by third parties that are due solely to City's (or a City-engaged third party's) negligence or intentional misconduct in operating Contractor's vehicles or equipment during the time City (or a City-engaged third party) has sole possession of such equipment and vehicles, and not due in whole or in part to defects in the design or manufacture of the vehicles or equipment or to Contractor's prior failure to maintain them in good and safe operating condition.

12.05 Duration of City's Right to Possession and Use of Vehicles/Equipment

- A. City may retain possession of Contractor's Properties and provide Collection services until Contractor demonstrates to City's satisfaction that it is ready, willing and able to resume providing such services.
- B. City has no obligation to exercise its rights under this Article or, having done so, to continue to provide collection services. It may at any time, in its sole discretion, relinquish possession of Contractor's Properties to Contractor.
- C. Contractor's Properties shall be returned to Contractor in a condition substantially the same as that which existed at the time City took possession of them, ordinary wear and tear excepted.

12.06 Additional City Rights and Responsibilities

City's exercise of its rights under this Article (i) does not constitute taking or damaging of property for which compensation (other than as provided in this Article) must be paid, and (ii) does not (except as provided in Article 12.04.G) exempt Contractor from its indemnity obligations under Article 13, which are meant to extend to circumstances arising under this Article.

City's rights under this Article do not preclude its permanent acquisition of Contractor's vehicles and equipment used in providing service to City through the exercise of eminent domain.

Subject to Section 12.04.F, City's exercise of rights under this Article does not limit its ability to seek any of the remedies available to it under Article 14.

Article 13: Indemnity, Insurance, Bond, Guaranty

13.01 Indemnification

Contractor shall defend, indemnify and hold harmless City, its officers, employees and agents (the Indemnitees), from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit, of any and every kind and description including, but not limited to, injury to and death of any person, damage to property, and/or for contribution or indemnity claimed by third parties arising or resulting from, and in any way connected with, (1) the negligence or willful misconduct of Contractor, its officers, employees, agents and/or Subcontractors in performing services under this Agreement; (2) the failure of the Contractor, its officers, employees, agents and/or Subcontractors to comply in all respects with the provisions of this Agreement, Applicable Laws (including, without limitation, the Environmental Laws) and regulations, and/or applicable permits and licenses; and/or (3) the acts or omissions of Contractor, its officers, employees, agents and/or Subcontractors in performing services under this Agreement for which strict liability is imposed by law (including, without limitation, the Environmental Laws). The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death or damage is also caused in part by the negligence of others, including that of any of the Indemnitees.

Contractor further agrees to and shall, upon demand of City, at Contractor's sole cost and expense, defend (with attorneys reasonably acceptable to City) City, its officers, employees, and agents against any claims, actions, suits or other proceedings, whether judicial, quasi-judicial or administrative in nature, arising or resulting from any events described in the immediately preceding paragraph.

The Contractor's duty to indemnify and defend shall survive the expiration or earlier termination of this Agreement.

13.02 Insurance

A. **Types and Amounts of Coverage.** Contractor shall procure from an insurance company or companies admitted to do business in the State of California, and shall maintain in force at all times during the Term, the following types and amounts of insurance:

1. **Workers' Compensation and Employer's Liability.** Contractor shall maintain workers' compensation insurance covering its employees in statutory amounts and otherwise in compliance with the laws of the State of California. Contractor shall maintain employer's liability insurance in an amount not less than one million dollars (\$1,000,000) per accident or disease. Contractor shall not be obligated to carry workers compensation insurance if (i) it qualifies under California law and continuously complies with all statutory obligations to self-insure against such risks; (ii) furnishes a certificate of Permission to Self-Insure issued by the Department of Industrial Relations; and (iii) furnishes updated certificates of Permission to Self-Insure periodically to evidence continuous self-insurance.

2. **Commercial General Liability.** Contractor shall maintain commercial general liability insurance with a combined single limit of not less than fifteen million dollars (\$15,000,000) per occurrence covering all claims and all legal liability for personal injury, bodily injury, death, and property damage, including the loss of use thereof, arising out of, or occasioned in any way by, directly or indirectly, Contractor's performance of, or its failure to perform, services under this Agreement.

The insurance required by this subsection shall include:

- a. Premises Operations (including use of owned and non-owned equipment);
- b. Personal Injury Liability with employment exclusion deleted;
- c. Broad Form Blanket Contractual with no exclusions for bodily injury, personal injury or property damage (including coverage for the indemnity obligations contained herein).

The commercial general liability insurance shall be written on an "occurrence" basis (rather than a "claims made" basis) in a form at least as broad as the most current version of the Insurance Service Office commercial general liability occurrence policy form (CG0001). If occurrence coverage is not obtainable, Contractor must arrange for "tail coverage" on a claims made policy to protect City from claims filed within four (4) years after the expiration or earlier termination of this Agreement relating to incidents that occurred prior to such expiration or termination.

3. **Automobile Liability.** Contractor shall maintain automobile liability insurance covering all vehicles, including Owned, Non-Owned, and Hired Motor Vehicles, used in performing service under this Agreement with a combined single limit of not less than fifteen million dollars (\$15,000,000) per occurrence for bodily injury and property damage.
4. **Pollution (Environmental Impairment) Liability.** Contractor shall maintain pollution liability insurance coverage of not less than fifteen million dollars (\$15,000,000) per occurrence covering claims for on-site or off-site bodily injury and property damage as a result of pollution conditions arising out of its operations under this Agreement.
5. **Cyber Liability.** Contractor shall obtain and maintain Cyber Liability insurance in a minimum amount of Two Million Dollars (\$2,000,000) per occurrence or claim, Two Million Dollars (\$2,000,000) aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well regulatory fines and penalties and credit monitoring expenses within limits sufficient to respond to these obligations. Cyber Liability insurance must be maintained and evidence

of insurance shall be provided to City for at least five (5) years after completion of work under this agreement.

- B. Acceptability of Insurers.** The insurance policies required by this Section shall be issued by an insurance company or companies admitted to do business in the State of California, subject to the jurisdiction of the California Insurance Commissioner, and with a rating in the most recent edition of A.M. Best's Insurance Reports of size category VIII or larger and a rating classification of A- or better.
- C. Required Endorsements.** Without limiting the generality of Sections 13.02.A and 13.02.B, the policies shall contain endorsements in substantially the following form:
1. Workers' Compensation and Employers' Liability Policy.
 - a. "Insurer waives all right of subrogation against the City of Mountain View and its officers and employees for injuries or illnesses arising from work performed for the City of Mountain View."
 2. Commercial General Liability Policy; Automobile Liability Policy; and Pollution Liability Policy:
 - a. "The City of Mountain View, its officers, employees, and agents are additional insureds on this policy."
 - b. "This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by the City of Mountain View, including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only."
 - c. "Inclusion of the City of Mountain View as an insured shall not affect the City of Mountain View's rights as respects any claim, demand, suit or judgment brought or recovered against the Contractor. This policy shall protect Contractor and the City of Mountain View in the same manner as though a separate policy had been issued to each, but this shall not operate to increase the company's liability as set forth in the policy beyond the amount shown or to which the company would have been liable if only one party had been named as an insured."
 - d. "Insurer waives all rights of subrogation against the City of Mountain View and its officers, officials, employees, volunteers and agents for losses paid under the terms of this policy which arise from work performed for the City of Mountain View."
- D. Deductibles and Self-Insured Retentions.** The liability policies described in Sections 13.02.A.2 and 13.02.A.3 may contain a deductible or self-insured retention not to exceed \$1,000,000 per occurrence. This amount may not be increased without City's prior written consent.

Contractor remains responsible for the payment of all losses and investigation, claim administration and defense expenses, including those of City.

E. **Delivery of Proof of Coverage.** Contractor shall furnish City upon request with one or more certificates of insurance on a standard ACORD form substantiating that each of the coverages required hereunder is in force, in form and substance satisfactory to City. Such certificates shall show the type and amount of coverage, effective dates and dates of expiration of policies and shall be accompanied by all required endorsements. Contractor shall furnish renewal certificates to City to demonstrate maintenance of the required coverages throughout the Term.

F. **Other Insurance Requirements.**

1. In the event performance of any services is delegated to a Subcontractor, Contractor shall require such Subcontractor to provide statutory workers' compensation insurance and employer's liability insurance for all of the Subcontractor's employees engaged in the work. The liability insurance required by subsection A.2 and the automobile liability policy required by subsection A.3 shall cover Contractor for work performed by all Subcontractors in connection with this Agreement, or the Subcontractor must furnish evidence of insurance meeting all of the requirements of this Section 13.02.
2. Contractor shall comply with all requirements of the insurers issuing policies. The carrying of insurance shall not relieve Contractor from any obligation under this Agreement, including those imposed by Section 13.01. If any claim is made by any third Person against Contractor or any Subcontractor on account of any occurrence related to this Agreement, other than claims by employees for work-related incidents, Contractor shall promptly report the facts in writing to the insurance carrier. Claim reporting to the City shall be per Article 9.07.G.4.
3. If Contractor fails to procure and maintain any insurance required by this Agreement, following five (5) days' notice to cure, City may take out and maintain such insurance as it may deem proper and may require Contractor to reimburse it for the cost incurred within thirty (30) Days and/or deduct the cost from any monies due Contractor. City may also treat the failure as a Contractor Default pursuant to Section 14.01 subject to the notice and cure provisions of that section.
4. City is not responsible for payment of premiums for or deductibles under any required insurance coverages.
5. Any excess or umbrella policies shall be written on a "following form" basis.
6. Contractor shall provide City with thirty (30) Days prior written notice in the event of cancellation, reduction of coverage, or non-renewal of any insurance policy required by this Agreement. Such notice shall be sent to the following address:

City of Mountain View
P.O. Box 7540
Mountain View, CA 94039-7540
Attn: Risk Manager

13.03 Faithful Performance Bond

On or before the Effective Date, Contractor shall file with City a bond securing the Contractor's faithful performance of its obligations under this Agreement. The principal sum of the bond shall be no less than \$1,000,000. The form of the bond shall be as set out in Attachment N, or any other form reasonably acceptable to the City. The bond shall be executed as surety by a corporation admitted to issue surety bonds in the State of California, regulated by the California Insurance Commissioner, and with a financial condition and record of service satisfactory to City. City shall have the right to draw on the performance bond only following the occurrence and during the continuation of a Contractor Default, and then only in an amount necessary to reimburse City for its reasonable costs and expenses of remedying such Contractor Default.

The term of the bond shall be twelve (12) months. The bond shall be extended, or replaced by a new bond in the same principal sum (adjusted by the percentage change in the Consumer Price Index - All Urban Consumers, using the methodology described below), for the same Term (i.e., twelve (12) months) and in the same form, annually thereafter.

The principal sum shall be adjusted, using the method below, to reflect changes in the Consumer Price Index - All Urban Consumers Index (CPI-U) compiled and published by the U. S. Department of Labor, Bureau of Labor Statistics or its successor agency, using the following parameters:

- Area - San Francisco-Oakland-Hayward, CA
- Item - All Items
- Base Period - 1982-84=100
- Not seasonally adjusted
- Series Id: CUURS49BSA0

The adjustment shall be rounded to the nearest thousand dollars.

Whereas,

Adjusted principal sum	=	Then-current principal sum	x	<u>Most-recently published Annual CPI-U</u> Annual CPI-U published 12-months prior

For example:

Current principal sum = **\$1,000,000**

Most-recently published annual CPI-U index (2019) = 295.004

Index published 12-months prior to most-recently published index (2017) = 274.924

Adjusted principal sum = \$1,000,000 x [295.004/274.924] = \$1,073,000

Not less than ninety (90) Days before the expiration of the initial, or any subsequent, bond, Contractor shall furnish either a replacement bond or a continuation certificate substantially in the form attached as Attachment N, executed by the surety. It is the intention of this Section that there be in full force and effect at all times a bond securing Contractor's faithful performance of the Agreement, throughout its Term.

13.04 Alternative Security

City may, in its sole discretion, allow Contractor to provide alternative security in the amount set forth in Section 13.03, in the form of (a) a prepaid irrevocable standby letter of credit in form and substance satisfactory to City, approved by City's Attorney and Finance and Administrative Services Director and issued by a financial institution acceptable to City, or (b) a certificate of deposit in the name of City and in a form and with a term satisfactory to City, accompanied by an agreement satisfactory to City and with a financial institution acceptable to City, giving City the right to draw on the funds deposited. Interest on the certificate of deposit will be payable to Contractor.

City shall have the right to draw on any such alternative security only following the occurrence and during the continuation of a Contractor Default, and then only in an amount necessary to reimburse City for its reasonable costs and expenses of remedying such Contractor Default.

In the event alternative security is approved by City, Contractor shall notify the City Representative within three (3) calendar days of any change in status. City may periodically request verification from the financial institution that issued the alternative security regarding the status of the alternative security. If the alternative security is no longer in full effect, Contractor must cure the defect within five (5) calendar days.

13.05 Hazardous Waste Indemnification

Contractor shall indemnify, defend and hold harmless the Indemnitees against all claims, of any kind whatsoever, paid, incurred or suffered by, or asserted against Indemnitees arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Wastes released, spilled or disposed of by Contractor pursuant to this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, ("CERCLA"), 42 U.S.C. Section 9607(e), and California Health

and Safety Code Section 25364, to defend, protect, hold harmless and indemnify Indemnitees from liability and shall survive the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, Contractor is not required to indemnify the Indemnitees against claims arising from Contractor's delivery of Recyclable Materials, Organic Materials, and Solid Waste to any of the Designated Facilities, or their subsequent delivery to other locations, unless such claims are due to Contractor's negligence or willful misconduct as set forth in Section 13.01, above.

13.06 California Integrated Waste Management Act Indemnification

Contractor agrees to indemnify and hold harmless the Indemnitees against all fines and/or penalties imposed by CalRecycle or the Local Enforcement Agency (LEA) to the extent of (and in proportion to) Contractor's failure to comply with laws, regulations or permits issued or enforced by CalRecycle or the LEA, or Contractor's failure to perform its obligations under this Agreement. This indemnity obligation is subject to the limitations and conditions in Public Resource Code Section 40059.1 but is enforceable to the maximum extent allowable by that Section. This indemnity shall survive the termination or earlier expiration of this Agreement.

13.07 Guaranty

Concurrently with execution of this Agreement, Contractor shall furnish a Guaranty of its performance under this Agreement, in the form of Attachment O, properly executed by Recology Inc., a California corporation which owns all of the issued and outstanding common stock of Contractor.

Article 14: Default and Remedies

14.01 Events of Default

Each of the following shall constitute an event of default ("Contractor Default"):

- A. Contractor fails to perform its obligations under any Article of this Agreement and its failure to perform is not cured within seven (7) Days after written notice from City. However, Contractor shall not be in default if Contractor can demonstrate that the nature of the failure is such that even if made a priority and utilizing Affiliate staff as needed, it will still reasonably require more than seven (7) Days to cure, so long as it promptly commences the cure, diligently proceeds to completion of the cure, provides ongoing and timely proof of progress in curing, and provided that neither notice nor opportunity to cure applies to events described in subsections B through G.
- B. Contractor ceases to provide Collection and transport services to all or substantially all Customers for a period of two (2) Business Days including Saturdays for which Collection is scheduled due to a Holiday, for any reason within the Contractor's control, including, but not limited to, labor unrest such as strike, work stoppage or slowdown, sickout, picketing, or other concerted job action by Contractor's employees.
- C. Contractor files a voluntary petition for relief under any bankruptcy, insolvency or similar law.
- D. An involuntary petition is brought against Contractor under any bankruptcy, insolvency or similar law and which remains in place after a period of ninety (90) Days.
- E. Contractor fails to furnish a replacement bond or a continuation certificate of the existing bond not less than ten (10) Days before expiration of the performance bond, as required by Section 13.03, or Contractor's actions or omissions result in failure to maintain all required insurance coverage in force.
- F. Contractor fails to provide reasonable assurance of performance when required under Section 14.10.
- G. A representation or warranty contained in Article 2 proves to be false or misleading in a material respect as of the date such representation or warranty was made.
- H. Any Contractor Party (as defined below) is found guilty of Criminal Activity related directly or indirectly to performance of this Agreement or any other Agreement held with City. If City intends to terminate this Agreement by reason of a default under this Article 14.01.H then, before such termination takes effect, Contractor shall be entitled to meet with City, in accordance with Municipal Code Section 16.2, and present evidence regarding the steps Contractor has taken to minimize the adverse effect on City of such Criminal Activity. The decision of the designated City representative shall be final, subject to any judicial review permitted by law. In exercising its rights under this paragraph, Contractor waives any right of further administrative appeal under Section 16.2 of the Municipal Code.

For the purposes of this Section 14.01.H, "Contractor Party(ies)" shall mean Contractor, its officers, directors, or management or fiscal employees, where "management employee" means any employee with direct or indirect responsibility for direction and control over Contractor's activities, and "fiscal employee" means an employee with direct or indirect responsibility and control duties relating to financial matters.

For purpose of this Section 14.01.H, "Criminal Activity" shall mean any of the following events or circumstances: (i) the entry against any Contractor Party of a criminal conviction or a permanent mandatory or prohibitory injunction from a court, municipality or regulatory agency of competent jurisdiction based on a finding of wrongful acts taken in his, her or its official capacity on behalf of Contractor that constitute: (a) fraud or criminal offense in connection with obtaining, attempting to obtain, procuring or performing a public or private agreement related to municipal solid waste services of any kind (including Collection, hauling, transfer, Processing, Composting or Disposal), including this Agreement or any amendment thereto; or (b) bribery or attempting to bribe a public officer or employee of a local, State, or federal agency; or (c) embezzlement, extortion, racketeering, false claims, false statements, forgery, falsification or destruction of records, obstruction of justice, knowingly receiving stolen property, theft, or misprision (failure to disclose) of a felony; or (d) unlawful disposal of Hazardous Waste or Designated Waste, the occurrence of which any of Contractor Party knew or should have known; or (e) violation of antitrust laws, including laws relating to price-fixing, bid-rigging and sales and market allocation, and of unfair and anti-competitive trade practices laws, including with respect to inflation of Solid Waste Collection, transportation, Processing fees, or Disposal fees; or (f) violation of securities laws; or (g) felonies; or (ii) entry of a plea of "guilty," "nolo contendere" or "no contest" by a Contractor Party based on acts taken in his, her or its official capacity on behalf of Contractor that constitute the conduct described in the preceding clause (i).

14.02 Right to Suspend or Terminate Upon Default

- A. Upon any Contractor Default, City may terminate this Agreement, or suspend it in whole or in part, for a reasonable period not to exceed fifteen (15) Days in order to enable the Parties to determine an appropriate cure for the Contractor Default. Such suspension or termination shall be effective fifteen (15) Days after City has given notice of suspension or termination to Contractor, except that such notice may be effective in a shorter period of time, or immediately, if the Contractor Default is one which endangers the health, welfare or safety of the public, such as the failure to collect Recyclable Materials, Organic Materials, and Solid Waste for the period of time specified in Section 14.01.B. Notice may be given orally, in person or by telephone, to the representative of Contractor designated in or under Section 15.09 Notice (or, if he/she is unavailable, to a responsible employee of Contractor) and shall be effective immediately. Written confirmation of such oral notice of suspension or termination shall be sent by personal delivery, facsimile, or other expedited means of delivery to Contractor within twenty-four (24) hours of the oral notification at the address shown in Section 15.09.
- B. City may also suspend or terminate this Agreement, upon the same notice provisions as above and under the conditions set forth in Article 14.09.E, if Contractor's ability to perform is

prevented or materially interfered with by a cause which excuses nonperformance under Section 14.09, despite the fact that Contractor's nonperformance in such cases is neither a breach nor a Contractor Default.

14.03 Injunctive Relief

By virtue of the nature of this Agreement, the urgency of timely, continuous and high-quality service, the lead time required to effect alternative service, and the rights granted by City to Contractor, the remedy of damages for a breach hereof by Contractor may be inadequate and City shall be entitled to injunctive relief upon an appropriate showing.

14.04 Right to Perform; Use of Contractor Property

If this Agreement is terminated due to Contractor Default, City shall have the right to perform, by contract or otherwise, the work herein or such part thereof as it may deem necessary. In such event, City shall have the right to use any or all of Contractor's Properties reasonably necessary for the provision of services hereunder, upon the terms provided in Article 12. City shall have the right to continue use of Contractor's Properties until other suitable arrangements can be made for the provision of such services or up to 180 days, whichever occurs first.

14.05 Damages

Contractor shall be liable to City for all direct, indirect, special and consequential damages arising out of Contractor's default to the extent permitted under California law.

14.06 City's Remedies Cumulative

City's rights to terminate the Agreement under Section 14.02, to obtain injunctive relief under Section 14.03 and to perform under Section 14.04 are not exclusive, and City's exercise of one such right shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies City may have, including a legal action for damages under Section 14.05 or imposition of Liquidated Damages under Section 14.07.

14.07 Liquidated Damages

The Parties acknowledge that consistent, courteous and efficient Collection of Recyclable Materials, Organic Materials, and Solid Waste and achieving Diversion goals is of utmost importance and City has considered and relied on Contractor's representations as to its quality of service commitment in entering into this Agreement. The Parties further recognize quantified standards of performance are necessary and appropriate to ensure consistent and reliable service. The Parties further recognize that if Contractor fails to achieve the performance standards, City and its residents will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of damages City will suffer. Therefore, the Parties agree that the Liquidated Damage amounts listed in Attachment Q represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and recognition that proof of actual damages would be costly or

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inconvenient. By initialing the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party had ample opportunity to consult with legal counsel and obtain an explanation of this Liquidated Damage provision at the time that this Agreement was made.

Contractor Initial Here:  City Initial Here: 

Contractor agrees to pay (as Liquidated Damages and not as a penalty) the amounts set forth in Attachment Q, for failure to meet performance standards, to the extent such Liquidated Damages are assessed by City in accordance with this Article 14.07.

In addition to considering the reports submitted by Contractor pursuant to Article 9, City may determine the occurrence of incidents giving rise to Liquidated Damages through the observation of its own employees or agents, through discussions with Customers, and through investigation of Customer complaints made directly to City.

In order for an incident to be used as the basis for the assessment of Liquidated Damages, or to be used as an incident preceding an incident or a succession or pattern of incidents, that is the basis for the assessment of Liquidated Damages, City shall provide Contractor written notice of the incident as soon as practicable, but no more than fifteen (15) months after the occurrence of the incident(s), thereby allowing City to identify occurrences through an annual or periodic review process, with the exception of non-performance incidents related to late or incomplete report submittals or webpage information, for which City shall provide Contractor written notice of the incident(s) within ten (10) Business Days after learning of its occurrence.

Prior to assessing Liquidated Damages, City shall give Contractor notice of its intention to do so. The notice will include a brief description of the incidents giving rise to the assessment of Liquidated Damages. Contractor may review (and make copies of, at its own expense) all non-confidential information in the possession of City relating to such incidents.

Contractor may, within ten (10) Days after receiving the notice, and in accordance with Municipal Code Section 16.2, present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. City representative designated by Municipal Code Section 16.2 will provide Contractor with a written explanation of his or her determination on each incident(s)/non-performance prior to authorizing the assessment of Liquidated Damages. The decision of the designated City representative shall be final, subject to any judicial review permitted by law. In exercising its rights under this paragraph, Contractor waives any right of further administrative appeal under Section 16.2 of the Municipal Code.

City's right to recover Liquidated Damages for Contractor's failure to meet the service performance standards shall not preclude City from obtaining equitable relief for persistent failures to meet such standards nor from terminating the Agreement for such persistent failures.

Notwithstanding any other provision of this Agreement, Contractor shall not be liable for Liquidated Damages with respect to any failure to perform caused by labor unrest of Contractor's employees (including strike, work stoppage, slowdown, sick out, picketing, or other concerted job action).

City exercise of its rights or failure to exercise its rights under 14.07 in no way constitutes a waiving of any and all of its rights under the Agreement.

14.08 City Default

City shall be in default under this Agreement (a "City Default") in the event City commits a material breach of the Agreement and fails to cure such breach within thirty (30) Days after receiving notice from Contractor specifying the breach; provided that if the nature of the breach is such that it will reasonably require more than thirty (30) Days to cure, City shall not be in default so long as City promptly commences the cure and diligently proceeds to completion of the cure. In the event of an asserted City Default, Contractor shall continue to perform all of its obligations hereunder until a court of competent jurisdiction has issued a final judgment declaring that City is in default.

14.09 Excuse from Performance

- A. **Force Majeure.** The Parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of floods, earthquakes, fire, epidemic/pandemic, war, civil insurrection, riots, acts of any government (including judicial action), labor unrest of other than the employees of the Party claiming excuse, and other events which are beyond the control of, and not the fault of, the Party claiming excuse from performance hereunder. Labor unrest (including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action) of a Party's employees, including Party's Affiliate's employees, is not an excuse from performance by such Party and such Party shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events.
- B. **Obligation to Restore Ability to Perform.** Any suspension of performance by a Party pursuant to this Section shall be only to the extent, and for a period of no longer duration than, required by the nature of the event, and the Party claiming excuse shall use its best efforts to remedy its inability to perform as quickly as possible and to mitigate damages that may occur as result of the event.
- C. **Notice.** The Party claiming excuse from performance shall, within three (3) Days after such Party has notice of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to excuse under this Section. Such notice shall describe in detail the event of Force Majeure claimed, the services impacted, the expected length of time the Party expects to be prevented from performing, the steps the Party intends to take to restore its ability to perform and such other information as the other Party reasonably requires.
- D. **Waiver of Claim.** In the event that either Party validly exercises its rights under this Section, the Parties hereby waive any claim against each other for any damages sustained thereby.
- E. **City's Rights.** The partial or complete interruption or discontinuance of Contractor's services caused by one or more of the events described in this Section shall not constitute a default by Contractor under this Agreement. Notwithstanding an excuse from performance, City's rights under Sections 12.02 and 12.04 will apply. If Contractor is excused from performing its

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obligations hereunder for any of the causes listed in this Section for a period of thirty (30) Days or more, City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) Days' notice, in which case the provisions of Section 12.05 will apply.

14.10 Assurance of Performance

If Contractor (i) persistently suffers the imposition of Liquidated Damages under Section 14.07; (ii) is the subject of any labor unrest including work stoppage or slowdown, sickout, picketing or other concerted job action; (iii) appears in the reasonable judgment of City to be unable to regularly pay its bills as they become due; (iv) is the subject of a civil or criminal proceeding brought by a federal, State, regional or local agency for violation of an Environmental Law in the performance of this Agreement, or (v) performs in a manner that causes City to be uncertain about Contractor's ability and intention to comply with this Agreement, City may, at its option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as City may require. If Contractor fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by City, such failure or refusal shall be an event of default for purposes of Section 14.01.

Article 15: Other Agreements of the Parties

15.01 Relationship of Parties

The Parties intend that Contractor shall perform the services required by this Agreement as an independent contractor engaged by City and not as an officer or employee of City, nor as a partner of, or joint venturer with, City. No employee or agent of Contractor shall be deemed to be an employee or agent of City. Except as expressly provided herein, Contractor shall have the exclusive control over the manner and means of conducting the services performed under this Agreement and over all Persons performing such services. Contractor shall be solely responsible for the acts and omissions of its officers, employees, Subcontractors and agents. Neither Contractor nor its officers, employees, Subcontractors and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to City employees by virtue of their employment with City. Contractor shall defend, indemnify, and hold City harmless from any claims, demands, liabilities, costs, and expenses arising from Contractor's misclassification of workers providing services under this Agreement.

15.02 Compliance with Law

In providing the services required under this Agreement, Contractor shall at all times comply with all applicable laws of the United States, the State, the County, counties in which Affiliates operate, and City, with all applicable regulations promulgated by federal, State, regional or local administrative and regulatory agencies, and by City, now in force and as they may be enacted, issued or amended during the Term, and with all permits affecting the services to be provided.

15.03 Assignment

Contractor acknowledges that this Agreement involves rendering a vital service to City's residents and businesses, and that City has selected Contractor to perform the services specified herein based on (i) Contractor's experience, skill and reputation for conducting its operations in a safe, effective and responsible fashion, and (ii) Contractor's and the Guarantor's financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

- A. **City Consent Required.** Contractor shall not assign its rights or delegate or otherwise transfer any or all of its obligations under this Agreement to any other Person without the prior written consent of City at its sole discretion. City may refuse to consent to a proposed assignment unless it is satisfied that the proposed assignee is ready, willing and able to provide services in a manner equal to or better than Contractor. Any assignment made in violation of this Section 15.03.A shall be void and the attempted assignment shall constitute a Contractor Default.
- B. **Assignment Defined.** For the purpose of this Section, "assignment" shall include, but not be limited to, (i) a documentary assignment of Contractor's interest in, and obligations under, this Agreement; (ii) a sale, exchange or other transfer to a third Party of substantially all of Contractor's assets dedicated to service under this Agreement; (iii) a sale, exchange or other

transfer of outstanding common stock of Contractor to a Person who is not a shareholder as of the Effective Date which results in a change of ownership or control of Contractor; (iv) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or reissuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in a change of ownership or control of Contractor; (v) any assignment by operation of law, including insolvency or bankruptcy, an assignment for the benefit of creditors, a writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contractor's property, or transfer occurring in the event of a probate proceeding; and (vi) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, or change of control of Contractor.

C. **Consent Requirements.** No request by Contractor for consent to an assignment need be considered by City unless and until Contractor has met the following requirements:

1. Contractor shall pay City its reasonable expenses for attorneys' fees, consultants' fees and other costs of investigation necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment;
2. Contractor shall furnish City with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years;
3. Contractor shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of Recycling/Solid Waste management experience on a scale equal to or exceeding the scale of operations conducted by Contractor under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not been the subject of any administrative or judicial proceedings initiated by a federal, State or local agency having jurisdiction over its operations due to an alleged failure to comply with federal, State or local laws or that the proposed assignee has provided City with a complete list of such proceedings and their status; (iii) that the proposed assignee conducts its operations in a safe and environmentally conscientious manner; (iv) that the proposed assignee conducts its operations in accordance with sound Solid Waste management practices in full compliance with all federal, State and local laws regulating the Collection and Disposal of Solid Waste and all Environmental Laws; (v) of any other information required by City to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner; and
4. Any permitted assignee must assume Contractor's responsibilities under this Agreement.

D. **No Obligation to Consider.** City will not be obligated to consider a proposed assignment if Contractor is in default.

E. **Retention of Records.** Assignment of the Agreement in no way relieves Contractor of its responsibilities under Section 9.02.A, nor of any and all other Contractor obligations that survive the Agreement.

- F. **Consideration Fee.** In the event an assignment as defined in this Section 15.03 is requested by Contractor and consented to by City, Contractor agrees to pay an assignment fee in the amount of One Hundred Thousand dollars (\$100,000) to City. Said assignment fee shall be due and payable on the date City consents in writing to the assignment. The assignment fee shall be in addition to the Contractor's payment of City's expenses to investigate the assignment in subsection C.1. Notwithstanding the foregoing, Contractor shall not be required to pay an assignment fee if the assignment is to an Affiliate of Contractor.

15.04 Subcontracting

Contractor shall not engage any Subcontractors to perform any of the services to be provided required of it by this Agreement without the prior written consent of City. Contractor shall notify City no later than ninety (90) Days prior to the date on which it proposes to enter into a subcontract. City may approve or deny any such request at its sole discretion.

15.05 Transactions with Affiliates

- A. If Contractor enters into any financial transactions with any Affiliate (other than Permitted Affiliate Transactions) for the provision of labor, equipment, supplies, services, or capital related to the furnishing of services under this Agreement, that relationship shall be disclosed to and approved by City, and be identified in the financial reports submitted to City.
- B. Contractor will not form or use any Affiliate to perform any of the services or activities which Contractor is required or allowed to perform under this Agreement, other than as a Subcontractor approved by City pursuant to Section 15.04.
- C. City approves the transactions (each, a "Permitted Affiliate Transaction") between Contractor and an Affiliate of Contractor as described in Article 11.16.B.

15.06 Reserved

15.07 No Warranty by City

While City believes the information City has provided to Contractor in connection with Contractor's investigation of the conditions and circumstances surrounding the Agreement and the work to be performed by it is substantially correct. City makes no warranties in connection with this Agreement, including but not limited to the accuracy or completeness of such information.

15.08 Condemnation

City reserves the rights to acquire Contractor's property utilized in the performance of this Agreement through the exercise of eminent domain.

15.09 Notice

All notices, demands, requests, proposals, approvals, consents and other communications which this Agreement requires, authorizes or contemplates shall be in writing and shall be deemed

Agreement Between City of Mountain View and Recology Mountain View

effectively given (i) upon personal delivery to a representative of the Party to be notified, (ii) when sent by facsimile with written confirmation of receipt if sent during the normal business hours of the recipient, or if not, then on the next Business Day, (iii) five (5) Business Days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) Business Day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All such notices shall be sent to the Party to be notified at the following address or fax number:

If to City:

Solid Waste Program Manager
City of Mountain View
P.O. Box 7540
500 Castro Street
Mountain View, CA 94039-7540
Fax: (650) 962-8503

with a copy to the Finance and Administrative Services Director and Public Works Director.

If to Contractor:

Recology Mountain View
50 California Street, 24th Floor
San Francisco, CA 94111
Attention: Legal Department

The address or fax number to which communications may be delivered may be changed from time to time by a notice given in accordance with this Section.

Notice shall be deemed given on the day it is personally delivered or, if mailed, three days from the date it is postmarked.

15.10 Representatives of the Parties

- A. **Representatives of City.** Contractor may rely upon actions taken by the City Manager as actions of City unless such actions are outside the scope of the authority delegated to the City Manager as communicated by City to Contractor before the taking of the action.
- B. **Representative of Contractor.** City may rely upon action taken by Contractor's Group Manager or General Manager as actions of Contractor unless such actions are outside the scope of the authority delegated to such individuals as communicated by Contractor to City before the taking of the action.

15.11 Duty of Contractor Not to Discriminate

Contractor shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin,

ancestry, age, marital status, physical or mental disability, military status, gender identity and expression or genetic information.

15.12 Right of City to Make Changes in Services and Service Levels

- A. City may, without amending this Agreement, at any time before the last Rate Period of the Term, direct Contractor to cease performing one or more types of service specified in the Agreement, direct Contractor to modify the scope of one or more such services, direct Contractor to perform additional Recyclable Materials, Yard Trimmings, Organic Materials, or Solid Waste handling services, or otherwise direct Contractor to modify its performance under any other Section of this Agreement.
- B. If such change causes an increase or decrease in the cost of performing services, an equitable adjustment in Contractor's Payment and Contractor's Allowable Expenses shall be made pursuant to Articles 11.11, 11.13 and 11.14.
- C. City shall have the right to terminate a program if, in its discretion, Contractor is not cost-effectively achieving the program's goals and objectives. Thereafter, City may utilize a third party to perform such program if City reasonably believes the third party can improve on Contractor's performance and cost effectiveness. Contractor shall continue the program until the third party takes over the program. This subsection C applies to programs initiated at City's direction after the Commencement Date pursuant to Sections 11.13 and 15.12.A.

15.13 Transition to Next Service Provider

- A. **General.** At the expiration of the Term, of any Extension, or the earlier termination of the Agreement, or upon City's approval of a proposed assignment, Contractor shall cooperate fully with City to ensure an orderly transition to any and all new service providers. Contractor shall cooperate fully with City and the subsequent contractor(s) to ensure an orderly and effective transition. Contractor shall, upon City request, at least one-hundred-eighty (180) Days prior to the transition of services, begin attending meetings with the next service provider and with City and consultants to plan key aspects of the transition, such as the recovery of Contractor's Containers and placement of the new Containers. Contractor shall perform in accordance with such plan and direct route supervisors to provide "ride-alongs" so the new service provider's employees may ride with drivers in Collection vehicles during Collection operations. Contractor will direct its drivers and other employees to provide ongoing, timely, and accurate information to the new provider regarding, but not limited to, routing and service to specific Customers.
- B. **Requested Data and Information.** Contractor shall provide, within ten (10) Days of a written request by City, then-current route lists and updated route maps which identify each Customer on the route, Customer's service level (number of Containers, Container sizes, frequency of Collection, scheduled Collection day), any special Collection notes, and all then-current Customer account and billing information including monthly Collection reports and the electronic customer service database provided in a nonproprietary form as required in Section 9.02.C. Contractor may, but is not required to, sell Collection vehicles and Containers

to the next service provider, subject to City's right to purchase Containers set forth in Section 15.13.D.

- C. **No Stranded Assets.** Unless City elects to exercise its rights to purchase (or arrange for a subsequent service provider to purchase) Containers pursuant to Article 15.13.D, all Containers shall remain the property of Contractor upon the expiration or earlier termination of the Agreement and, if so directed by City, Contractor shall remove all Containers in service from all premises within fifteen (15) Business Days. Upon expiration or earlier termination of the Agreement, all vehicles and other equipment (other than Containers) used in providing services under the Agreement shall remain the responsibility of Contractor, and City shall be under no financial obligation to Contractor regarding them, whether fully depreciated or not.
- D. **Containers Available to City.** All Carts, Bins, and Roll-Offs purchased or leased and newly put into service at Customers' Premises after July 1, 2012, that have not been fully-depreciated shall be available for purchase by City (or a subsequent service provider), at City's option, at their net book value as of the date of expiration or earlier termination of this Agreement. If City elects to exercise the foregoing purchase option, it will notify Contractor at least fifteen (15) Business Days before the expiration or earlier termination of this Agreement.
- E. **Waiver of Rights.** Contractor waives any right to which it otherwise might be entitled under Public Resources Code Sections 49520 and 49523 to serve as the exclusive provider of Solid Waste handling services to City for a period longer than the Term of this Agreement as determined pursuant to Article 3.

15.14 Reports as Public Records

Contractor acknowledges that the reports and Applications submitted by Contractor to City pursuant to Sections 9.05, 9.06, 9.07 and 11.08 are public records within the meaning of that term in the California Public Records Act, Government Code Section 6250 *et seq.* The Parties acknowledge City is subject to the California Public Records Act, and that "public records" as defined therein are subject to disclosure, to the extent permitted by law.

15.15 Confidentiality of Information

- A. **Protection of Customer Privacy.** Contractor shall strictly observe and protect the rights of privacy of Customers and shall not offer, market, sell, or otherwise distribute Customer, Owner, or Occupant information including, but not limited to, names, addresses, and telephone numbers to other Persons. This Section 15.15.A does not apply to City, or authorized agent activities related to the Agreement.
- B. **Contractor Records.** To the maximum extent permitted by law, City agrees to protect the confidentiality of information which is (i) marked as confidential or proprietary in nature (it being understood that the reports and Applications pursuant to Sections 9.05, 9.07 and 11.08 will not be so marked), or (ii) obtained by City or its agents pursuant to Section 9.02.B, 11.14.C or 11.15.A.

If City receives a request for disclosure of such information under the California Public Records Act or other applicable public records disclosure laws, City shall promptly notify Contractor in writing of such request at least three days prior to any disclosure of such information by City. If the records requested are otherwise disclosable under the California Public Records Act or other applicable public records disclosure laws, Contractor may take whatever legal steps it deems necessary (including but not limited to seeking injunctive relief or a writ of mandate against City) to protect those records deemed by it to be confidential or proprietary and to prevent release of records to the requestor by the City. If Contractor takes no such action, after receiving the foregoing notice from City, City shall be permitted to comply with the request and is not required to defend against it. Contractor shall not make a claim, sue, or maintain any legal action against City or its officers, employees, or agents for damages concerning the disclosure of Contractor information.

15.16 Dispute Resolution

In the event of a dispute arising under this Agreement, other than a dispute over Rate adjustments as provided in Article 11, the Parties shall continue performance of their respective obligations under this Agreement and shall attempt to resolve such dispute in a cooperative manner. If the Parties are unable to resolve a dispute arising under this Agreement, either Party may call for non-binding mediation. The Parties shall use their best efforts to agree on a mutually acceptable mediator. Such mediation shall occur as soon as practicable. The costs of mediation shall be shared equally by the Parties. Nothing herein shall prevent the Parties from mutually agreeing to alternative means of dispute resolution, including formal or informal arbitration, mediation, or any other means of resolution.

15.17 Municipal Code

Contractor shall comply with all applicable provisions of the Mountain View Municipal Code and with all rules and regulations adopted pursuant to Section 16.2 of City's Municipal Code, and all amendments thereto.

15.18 Reserved

15.19 Reserved

15.20 Fiscal Provisions

City's obligation to pay Contractor pursuant to this Agreement is subject to the fiscal provisions of the Charter of the City of Mountain View and the Mountain View Municipal Code. This Agreement will terminate without any penalty: (a) at the end of any fiscal year in the event funds are not appropriated for the following fiscal year; or, (b) at any time within a fiscal year in the event funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section shall not be construed, or used, by City as a means to avoid its obligations under this Agreement. This Section shall take precedence in the event of a conflict with any other term, condition, or provision of this Agreement.

15.21 Conflict of Interest.

Agreement Between City of Mountain View and Recology Mountain View

If, in performing the services set forth in this Agreement, Contractor makes, or participates in, a “governmental decision” as described in Title 2, Section 18700.3(a) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City’s Conflict of Interest Code, Contractor shall be subject to City’s Conflict of Interest Code, the requirements of which include the filing of one (1) or more statements of economic interest disclosing the relevant financial interests of Contractors personnel providing the services set forth in this Agreement. If subject to City’s Conflict of Interest Code, Contractor shall notify City’s City Clerk at city.clerk@mountainview.gov, 650-903-6304, or City Hall, 500 Castro Street, Third Floor in order to enable electronic filing of the FPPC Statement of Economic Interest (Form 700).

Article 16: Miscellaneous Provisions

16.01 Governing Law

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

16.02 Jurisdiction

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

16.03 Binding on Successors

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

16.04 Parties in Interest

Nothing in this Agreement is intended to confer any rights on any Persons other than the Parties to it and their permitted successors and assigns.

16.05 Waiver

The waiver by either Party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either Party of any moneys which become due hereunder shall not be deemed to be a waiver of any preexisting or concurrent breach or violation by the other Party of any provision of this Agreement.

16.06 Attachments

Each of the attachments, identified as Attachments "A" through "Q", is attached hereto, incorporated herein and made a part hereof by this reference.

16.07 Entire Agreement; Relationship to Prior Agreement

This Agreement, including the Attachments, represents the full and entire agreement between the Parties with respect to the matters covered herein and supersedes all prior negotiations and agreements, either written or oral, including without limitation the Prior Agreement.

16.08 Section Headings

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

16.09 Interpretation

This Agreement shall be interpreted and construed reasonably and neither for nor against either Party, regardless of the degree to which either Party participated in its drafting.

16.10 Amendment

- A. This Agreement may not be modified or amended in any respect except by a writing signed by the Parties.
- B. The City Manager shall have the authority to execute amendments to this Agreement for terms having no monetary or fiscal impact, and shall further have the authority to execute amendments to this Agreement in an amount up to and including \$100,000, in accordance with City's Council Policy A-10 or its amended, updated or successor policy.

16.11 Severability

If a court of competent jurisdiction holds any non-material provision of this Agreement to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

16.12 Reserved**16.13 No Damages for Invalidation of Agreement**

If a final judgment of a court of competent jurisdiction determines that this Agreement is illegal or was unlawfully entered into by City, neither Party shall have any claim against the other for damages of any kind (including but not limited to loss of profits) on any theory.

16.14 References to Laws

All references in this Agreement to laws and regulations shall be understood to include such laws and regulations as they may be subsequently amended or recodified, unless otherwise specifically provided. In addition, references to specific governmental agencies shall be understood to include agencies that succeed to or assume the functions they are currently performing.

16.15 Indemnity Against Challenges to Agreement

Contractor hereby agrees to and shall indemnify, defend and hold harmless City, its officers, agents and employees (the Indemnitees) from and against any and all liability, claim, demand,

action, proceeding or suit of any and every kind and description brought by a third party challenging the process by which this Agreement was negotiated or awarded, to the extent that such liability, claim, demand, action, proceeding or suit was caused by Contractor's failure to comply with applicable law or the lawful instructions of any Indemnatee with respect to such process.

16.16 Actions of City in its Governmental Capacity

Nothing in this Agreement shall be interpreted as precluding City from enforcing the provisions of Applicable Law or otherwise limiting the rights and obligations of City in its governmental or regulatory capacity, it being understood that this section is not intended to limit the City's lawful obligations under this Agreement.

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City of Mountain View

Article 16: Miscellaneous Provisions

Agreement Between City of Mountain View and Recology Mountain View

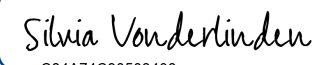
Signature Page**LAST PAGE OF AGREEMENT**

IN WITNESS WHEREOF, this Agreement, dated March 23, 2021, between the City of Mountain View and Recology Mountain View for Recyclable Materials, Organic Materials and Solid Waste Collection Services is executed by City and Contractor.

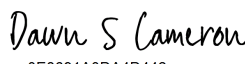
"CITY":
CITY OF MOUNTAIN VIEW,
a California charter city and municipal
corporation

DocuSigned by:

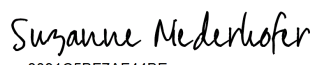
 By: D5DFCB636B67439...
 City Manager

DocuSigned by:

 Attest: C84A74C90503408...
 Interim City Clerk

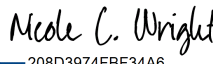
APPROVED AS TO CONTENT:

DocuSigned by:

0E8691A0DA4D442...
 Public Works Director

FINANCIAL APPROVAL:

DocuSigned by:

8091C5BF7AF44BE...
 Asst. Finance and Administrative
 Services Director

APPROVED AS TO FORM:

DocuSigned by:

208D3974FBF34A6...
 Sr. Asst. City Attorney

"CONTRACTOR":
RECOLOGY MOUNTAIN VIEW

DocuSigned by:

 By: 444C41D60A26433...

Name: Salvatore Coniglio

Title: President & CEO

DocuSigned by:

 By: AAE581E945974C3...

Name: Cary Chen

Title: Secretary

94-1431141

Taxpayer I.D. Number

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ATTACHMENT A

FINAL COST FORMS

Instructions: Input data requested in FORMS 1.0 through 1.9. **Please note that FORM 1.1 does not require input.** Only input into **green colored cells**.

FORM	Content
1.0	Project Revenue Requirement for 1st year
1.1	Operating Costs - Summary (<u>No Input Necessary</u>)
1.2	Route Details (Operating Data)
1.3	Direct Labor - (Route related labor)
1.4	Indirect Wages (Management, Vehicle R&M, and Container Management)
1.5	Allocated Costs (Indirect costs allocated to line of business, e.g. single family, commercial)
1.6	Equipment Repair & Maintenance Costs
1.7	Capital Expenditures (CapEx)
1.8	Disposal & Processing Costs

Form 1.0 Revenue Requirement

Proposer:		Recology Mountain View													
Instructions: Enter the assumed profit percentage in row 4, column B; and Enter total costs for "Mountain View Recycling Center" in Row 1, Column O. References to column letters and row numbers are to those inserted into the worksheet. Footnote references include Agreement Section numbers as applicable.															
Only populate green colored cells. Avoid overwriting aqua colored cells.															
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
COST COMPONENT	SINGLE-FAMILY						COMMERCIAL / MULTI-FAMILY / CITY FACILITIES								
	Solid Waste	Recyclables ¹	Organics ²	On-Call Plus Cleanup Collection ³	Total Single-Family	Solid Waste ⁴	Recyclables ⁴	Organics ⁴	On-Call Plus Bulky Item ³ Multi-Family	Total Commercial, Multi-Family, City	On-Call Services (Drop-Box, Temp. Bins)	Mountain View Recycling Center ⁵	TOTAL		
Operations Costs															
1 Operations Component	\$1,903,524	\$1,427,206	\$1,903,524	\$826,201	\$6,060,455	\$3,022,056	\$1,938,780	\$592,312	\$0	\$5,553,149	\$1,677,724	\$690,067	\$13,981,395		
2 Fuel Component	\$97,716	\$73,287	\$97,716	\$48,858	\$317,577	\$171,003	\$97,716	\$24,429	\$0	\$293,148	\$97,716		\$708,440		
3 Sub-Total Base Costs	\$2,001,240	\$1,500,492	\$2,001,240	\$875,059	\$6,378,032	\$3,193,059	\$2,036,496	\$616,741	\$0	\$5,846,296	\$1,775,440	\$690,067	\$14,689,835		
4 Profit Assumption	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0		
5 Total Operations Costs ⁶	\$2,001,240	\$1,500,492	\$2,001,240	\$875,059	\$6,378,032	\$3,193,059	\$2,036,496	\$616,741	\$0	\$5,846,296	\$1,775,440	\$690,067	\$14,689,835		
Pass Through Costs															
6 Disposal Costs	\$0				\$0	\$0				\$0	\$0		\$0		
7 Processing Recyclables		\$0			\$0		\$264,000			\$264,000	\$1,296,420		\$1,560,420		
8 Processing Organics			\$711,840		\$711,840			\$847,280		\$847,280	\$0		\$1,559,120		
9 Interest Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0		
10 Total Pass Through Costs ⁷	\$0	\$0	\$711,840	\$0	\$711,840	\$0	\$264,000	\$847,280	\$0	\$1,111,280	\$1,296,420		\$3,119,540		
11 TOTAL COSTS (Without MV Fees)	\$2,001,240	\$1,500,492	\$2,713,080	\$875,059	\$7,089,872	\$3,193,059	\$2,300,496	\$1,464,021	\$0	\$6,957,576	\$3,071,860	\$690,067	\$17,809,375		
¹ Includes used motor oil and oil filter collection, household batteries/cell phones, CFLs, and used cooking oil. Assumes every other week collection as current. Includes all other residential services in Agreement except as explicitly modified in the scope of services document provided to Recology MV.															
² Includes holiday tree collection. Includes full compliance with SB 1383 regulations.															
³ Includes enhanced collection program to increase reuse of collected materials and include textiles and other hard to recycle items. This includes abandoned waste collection service.															
⁴ Includes collection services to City Facilities 5.02(D), 5.03(D), 5.04(C), and 5.05(D); and Public Litter Receptacles 5.02(D). Includes full compliance with mandatory recycling services. Includes full compliance with AB 1826 and SB 1383 requirements and associated regulations. Includes all other commercial, multi-family, and City facility services in Agreement except as explicitly modified in the scope of services document provided to Recology MV.															
⁵ Please enter the total costs for providing these services, detailed in Section 5.11 of the Agreement, in Row 1, Column O. The cost shown should be net of any commodity revenues; please identify the assumed revenues in your text response to the scope of services.															
⁶ Total Operating Costs are reflective of the FY 21-22 Rate Application not including Franchise Fee															
⁷ Total Pass Through Costs are not included in the Rate Application and are paid as a separate service.															

Form 1.1 Operating Costs

Proposer: Recology Mountain View													
THIS WORKSHEET WILL SELF-POPULATE - NO INPUT NECESSARY!!!!													
	A	B	C	D	E	F	G	H	I	J	K	L	M
		SINGLE-FAMILY					COMMERCIAL / MULTI-FAMILY / CITY						
		Solid Waste	Recyclables	Organics	On-Call Plus Cleanup Collection	Total Single-Family	Solid Waste	Recyclables	Organics	On-Call Plus Bulky Item Multi-Family	Total Commercial, Multi-Family, City	On-Call Services (Drop-Box, Temp. Bins)	Annual Cost
1	Direct Wages & Benefits	\$892,915	\$669,249	\$892,915	\$434,175	\$2,889,255	\$1,390,741	\$890,341	\$223,390	\$0	\$2,504,472	\$828,708	\$6,222,435
5	Lease Expense from Schedule	\$274,500	\$205,875	\$274,500	\$23,972	\$778,846	\$343,125	\$312,330	\$184,895	\$0	\$840,349	\$112,907	\$1,732,102
	Vehicle Repair & Maintenance												
2	Wages & Benefits	\$168,235	\$126,176	\$168,235	\$84,117	\$546,763	\$294,411	\$168,235	\$42,059	\$0	\$504,705	\$168,235	\$1,219,703
3	Parts & Supplies	\$151,594	\$113,695	\$151,594	\$75,797	\$492,680	\$265,289	\$151,594	\$37,898	\$0	\$454,782	\$151,594	\$1,099,056
4	Fuel	\$97,716	\$73,287	\$97,716	\$48,858	\$317,577	\$171,003	\$97,716	\$24,429	\$0	\$293,148	\$97,716	\$708,440
	Lease Expense from Schedule	\$13,016	\$9,762	\$13,016	\$6,508	\$42,303	\$22,779	\$13,016	\$3,254	\$0	\$39,049	\$13,016	\$94,369
	Subtotal Vehicle R&M	\$430,561	\$322,921	\$430,561	\$215,281	\$1,399,324	\$753,482	\$430,561	\$107,640	\$0	\$1,291,683	\$430,561	\$3,121,568
	Container Repair & Maintenance												
6	Wages & Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7	Parts & Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8	Container Depreciation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Other Depreciation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9	Subtotal Container R&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
10	Other Indirect Costs	\$56,807	\$42,606	\$56,807	\$28,404	\$184,624	\$99,413	\$56,807	\$14,202	\$0	\$170,422	\$56,807	\$411,854
	Management & Admin. (Allocated)												
11	Wages & Benefits	\$126,697	\$95,023	\$126,697	\$63,349	\$411,766	\$221,720	\$126,697	\$31,674	\$0	\$380,092	\$126,697	\$918,555
12	Other G&A Costs	\$211,584	\$158,688	\$211,584	\$105,792	\$687,648	\$370,272	\$211,584	\$52,896	\$0	\$634,752	\$211,584	\$1,533,983
13	Lease Expense from Schedule	\$8,175	\$6,131	\$8,175	\$4,088	\$26,569	\$14,307	\$8,175	\$2,044	\$0	\$24,526	\$8,175	\$59,270
14	Subtotal Management & Admin	\$346,456	\$259,842	\$346,456	\$173,228	\$1,125,983	\$606,299	\$346,456	\$86,614	\$0	\$1,039,369	\$346,456	\$2,511,809
15	Total Operations Costs	\$2,001,240	\$1,500,492	\$2,001,240	\$875,059	\$6,378,032	\$3,193,059	\$2,036,496	\$616,741	\$0	\$5,846,296	\$1,775,440	\$13,999,768
	Interest Expense												
16	Route Vehicle Interest	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
17	Vehicle R&M Interest	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
18	Container Interest	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
19	Container R&M Interest	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
20	Other Interest	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Interest Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
21	TOTAL COSTS	\$2,001,240	\$1,500,492	\$2,001,240	\$875,059	\$6,378,032	\$3,193,059	\$2,036,496	\$616,741	\$0	\$5,846,296	\$1,775,440	\$13,999,768

Form 1.2 Route Details		Proposer:		Recology Mountain View								
Instructions: Enter information into green colored cells as requested.												
Only populate green colored cells. Avoid overwriting aqua colored cells.												
	SINGLE-FAMILY				COMMERCIAL / MULTI-FAMILY				City Services			
	Solid Waste	Recyclables	Organics	On-Call Plus Cleanup Collection	Solid Waste	Recyclables	Organics	On-Call Plus Bulky Item Multi-Family	Solid Waste	Recyclables	Organics	TOTAL
Route Vehicle Related Costs												
1. Account Information												
# of weekly accounts	12,861	12,861	13,449	12,861	1,087	865	252					54,236
2. Labor Information												
# of regular route personnel ¹	4.0	3.0	4.0	2.0	7.0	4.0	1.0	4.0				-
Labor hours/day/person ²												
Total Labor Hours/Year	0	0	0	0	0	0	0	0	0	0	0	0
3. Route Information												
# of routes per ¹												
Weekday	4.0	3.0	4.0	1.0	5.0	4.0	1.0	4.0				
Saturday					3.0							
Sunday												
# of persons per route per ³												
Weekday	1.0	1.0	1.0	1.0	1.2	1.0	1.0	1.0				
Saturday					3.0							
Sunday												
# of route hours/day/route per ²												
Weekday	8.5	8.5	8.5	8.0	8.5	8.5	8.5	8.5				
Saturday												
Sunday												
# of route hours per Year												
Weekday	8,840.0	6,630.0	8,840.0	2,080.0	13,260.0	8,840.0	2,210.0	8,840.0	-	-	-	59,540
Saturday					-	-	-	-	-	-	-	0
Sunday					-	-	-	-	-	-	-	0
Total Route Hours per Year	8,840.0	6,630.0	8,840.0	2,080.0	13,260.0	8,840.0	2,210.0	8,840.0	-	-	-	59,540
# of FTE Routes	4.25	3.19	4.25	1.00	6.38	4.25	1.06	4.25	-	-	-	28.63
Total # of cart setouts per day	2,520.8	1,260.4	2,783.9									
# of carts setouts/day/FTE route	593.1	395.4	655.0	-								
# of cart setouts per week all routes	12,603.8	6,301.9	13,919.6	-								
# of household drivebys per week	12,861.0	6,430.5	16,376.0									
Set out rate	98.0%	98.0%	85.0%	0.0%								
# of lifts or pulls per week for all routes					6,823.0	7,223.0	314.0	127.2				
# of lifts or pulls per year for all routes					354,796.0	375,596.0	16,328.0	6,615.0	-	-	-	
# of lifts or pulls per route hour					26.8	42.5	7.4	0.7	-	-	-	
4. Vehicle Information												
# of regular collection vehicles	4.0	3.0	4.0	2.0	5.0	4.0	1.0	4.0				27.0
# of spare collection vehicles												-
Total # of Collection Vehicles	4.0	3.0	4.0	2.0	5.0	4.0	1.0	4.0	-	-	-	27.0
5. Tonnage Information												
Solid waste collected	8,074.8				27,281.7			6,612.3				41,968.8
Recyclables collected		3,746.1				6,747.8		17,011.9				27,505.7
Organics collected			8,200.0				6,432.0	2,837.2				17,469.2
Bulky items collected				734.6								
Total Collected	8,074.8	3,746.1	8,200.0	734.6	27,281.7	6,747.8	6,432.0	26,461.4	-	-	-	87,678.3
Processing residue disposed												-
Net Diverted	8,074.8	3,746.1	8,200.0	734.6	27,281.7	6,747.8	6,432.0	26,461.4	-	-	-	87,678.3

¹ Count each route as a full route, even if a fraction of a route is needed.² For each line of business (MF, Commercial, RA member), enter hours allocated per day.³ Count each person as full person, even if a fraction of a person will be needed.

Form 1.3 - Direct Labor**Proposer:** **Recology Mountain View**

Instructions: Enter proposed annual regular and overtime hours for Single-Family in Rows 1 to 4, Columns B and C; and, Commercial/MF/City Facilities in Rows 6 to 9, Columns B and C. Enter Benefits in column F to include all employment and fringe benefits such as vacation, medical, sick pay, PTO, uniforms, etc., except for workers' compensation and payroll taxes.

Only populate green colored cells. Avoid overwriting aqua colored cells.

SINGLE-FAMILY

	A	B	C	D	E	F	G	H	I	J	K	L
	Position	Total Annual Hours ¹		Hourly Wage Rate	Total Annual Wages, Benefits & Employment Costs						Total Annual FTEs	% Total Hours
					Wages	Benefits ²	Workers' Compensation	Payroll Taxes	Total Benefits & Other Employment Costs	Total Costs		
	Direct Labor	Regular	Overtime									
1	Driver - Solid Waste	10,046.4	648.0	\$45.25	\$498,583	\$313,892	\$42,049.98	\$38,391	\$394,333	\$892,915	5.14	14.3%
2	Driver - Recyclables	7,529.6	486.0	\$45.25	\$373,702	\$235,257	\$31,515.72	\$28,775	\$295,547	\$669,249	3.85	10.7%
3	Driver - Organic Waste	10,046.4	648.0	\$45.25	\$498,583	\$313,892	\$42,049.98	\$38,391	\$394,333	\$892,915	5.14	14.3%
4	Driver - Bulky Item	5,033.6	144.0	\$45.25	\$237,544	\$157,271	\$21,068.52	\$18,291	\$196,630	\$434,175	2.49	6.9%
5	Total Single-Family	32,656.0	1,926.0		\$1,608,411	\$1,020,312	\$136,684	\$123,848	\$1,280,843	\$2,889,255	16.63	46.1%
	COMMERCIAL / MULTI-FAMILY / CITY											
	Position	Total Annual Hours ¹		Hourly Wage Rate	Total Annual Wages, Benefits & Employment Costs						Total Annual FTEs	% Total Hours
					Wages	Benefits ²	Workers' Compensation	Payroll Taxes	Total Benefits & Other Employment Costs	Total Costs		
	Direct Labor	Regular	Overtime									
6	Driver - Solid Waste	15,392.0	1,134.0	\$45.25	\$773,458	\$484,161	\$73,565.70	\$59,556	\$617,283	\$1,390,741	7.95	22.0%
7	Driver - Recyclables	9,984.0	648.0	\$45.25	\$495,759	\$314,359	\$42,049.98	\$38,173	\$394,582	\$890,341	5.11	14.2%
8	Driver - Organic Waste	2,496.0	162.0	\$45.25	\$123,940	\$79,285	\$10,621.32	\$9,543	\$99,450	\$223,390	1.28	3.5%
9	Driver - Bulky Item				\$0				\$0	\$0	-	0.0%
10	Total Commercial & MFD	27,872.0	1,944.0		\$1,393,157	\$877,805	\$126,237	\$107,273	\$1,111,315	\$2,504,472	14.33	39.7%

Form 1.3 - Direct Labor

On-Call Services (Drop-Box, Temporary Bins, Multi-Family Bulky Item) ³											
Position	Total Annual Hours ¹		Hourly Wage Rate	Total Annual Wages, Benefits & Employment Costs						Total Annual FTEs	% Total Hours
				Wages	Benefits ²	Workers' Compensation	Payroll Taxes	Total Benefits & Other Employment Costs	Total Costs		
Direct Labor	Regular	Overtime									
11 Driver	9,984.0	648.0	\$45.25	\$495,759	\$259,952	\$34,824.00	\$38,173	\$332,949	\$828,708	5.11	14.2%
12 Other				\$0				\$0	\$0	-	0.0%
13 Total On-Call	9,984.0	648.0		\$495,759	\$259,952	\$34,824	\$38,173	\$332,949	\$828,708	5.11	14.2%
14 GRAND TOTAL DIRECT LABOR	70,512.0	4,518.0		\$3,497,327	\$2,158,069	\$297,745	\$269,294	\$2,725,108	\$6,222,435	36.1	100.0%

¹ All driver hours including relief driver requirements.

² All employment costs other than wages, workers' compensation and payroll taxes, but including benefits such as uniforms, medical, pension, vacation, sick pay, PTO, etc.

³ Only enter wages related to drop-box, temporary bins, and commercial bulky items that have not been captured elsewhere.

Form 1.4 - Indirect Wages

Proposer: Recology Mountain View											
Instructions: Enter proposed annual regular and overtime hours columns B and C, rows 1 to 15, 17 to 22, and 24 to 27, as needed . Enter Benefits in column F to include all employment and fringe benefits such as vacation, medical, sick pay, PTO, uniforms, etc., except for workers' compensation and payroll taxes. Positions are entered as examples - enter positions according their own staffing plan. Hourly Wage Rates:											
Only populate green colored cells. Avoid overwriting aqua colored cells.											
	A	B	C	D	E	F	G	H	I	J	K
MANAGEMENT & ADMINISTRATION											
	Position	Total Annual Hours		Hourly Wage Rate	Total Annual Wages, Benefits & Employment Costs					Total Annual FTEs	
					Wages	Benefits ¹	Workers' Compensation	Payroll Taxes	Total Benefits & Other Employment Costs		Total Costs
	Direct Labor	Regular	Overtime								
1	General Manager	1,040.0		\$78.23	\$81,359	\$ 34,736	\$ 3,725	\$ 7,135	\$45,597	\$126,956	0.50
2	Operations Manager				\$0				\$0	\$0	-
3	Route Supervisor	2,080.0		\$44.34	\$92,227	\$ 27,751	\$ 4,223	\$ 8,088	\$40,062	\$132,289	1.00
4	Dispatcher	2,080.0		\$37.58	\$78,166	\$ 31,990	\$ 3,579	\$ 6,855	\$42,424	\$120,591	1.00
5	Customer Service Rep	4,160.0		\$25.94	\$107,910	\$ 53,331	\$ 4,941	\$ 9,464	\$67,736	\$175,646	2.00
6	Customer Service Rep 2				\$0				\$0	\$0	-
7	Accounting Clerk				\$0				\$0	\$0	-
8	Billing Clerk				\$0				\$0	\$0	-
9	Public Education and Outreach	4,160.0		\$45.94	\$191,110	\$ 30,315	\$ 8,751	\$ 16,760	\$55,826	\$246,936	2.00
10	Bin Auditor	2,080.0		\$36.06	\$75,000	\$ 28,470	\$ 5,216	\$ 7,451	\$41,137	\$116,137	1.00
11	Other (Enter Here)				\$0				\$0	\$0	-
12	Other (Enter Here)				\$0				\$0	\$0	-
13	Other (Enter Here)				\$0				\$0	\$0	-
14	Other (Enter Here)				\$0				\$0	\$0	-
15	Other (Enter Here)				\$0				\$0	\$0	-
16	TOTAL MANAGEMENT & ADMIN.	15,600.0	-		\$625,774	\$206,592	\$30,436	\$55,754	\$292,782	\$918,555	7.50

Form 1.4 - Indirect Wages**MANAGEMENT & ADMINISTRATION**

	Position	Total Annual Hours		Hourly Wage Rate	Total Annual Wages, Benefits & Employment Costs						Total Annual FTEs
					Wages	Benefits ¹	Workers' Compensation	Payroll Taxes	Total Benefits & Other Employment Costs	Total Costs	
	Direct Labor	Regular	Overtime								
	VEHICLE REPAIR & MAINTENANCE										
	Position	Total Annual Hours		Hourly Wage Rate	Total Annual Wages, Benefits & Employment Costs						Total Annual FTEs
					Wages	Benefits ¹	Workers' Compensation	Payroll Taxes	Total Benefits & Other Employment Costs	Total Costs	
	Direct Labor	Regular	Overtime								
17	Mechanic	10,400.0	1,660.0	\$47.14	\$607,635	\$324,940	\$43,530.00	\$46,788	\$415,258	\$1,022,892	5.80
18	Welder	2,080.0	230.0	\$47.14	\$114,315	\$64,988	\$8,706.00	\$8,802	\$82,496	\$196,811	1.11
19	Utility				\$0				\$0	\$0	-
20	Other (Enter Here)				\$0				\$0	\$0	-
21	Other (Enter Here)				\$0				\$0	\$0	-
22	Other (Enter Here)				\$0				\$0	\$0	-
23	TOTAL MAINTENANCE SHOP	12,480.0	1,890.0		\$721,949	\$389,928	\$52,236	\$55,590	\$497,754	\$1,219,703	6.91
	CONTAINER MANAGEMENT, REPAIR & MAINTENANCE ²										
	Position ³	Total Annual Hours		Hourly Wage Rate	Total Annual Wages, Benefits & Employment Costs						Total Annual FTEs
					Wages	Benefits ¹	Workers' Compensation	Payroll Taxes	Total Benefits & Other Employment Costs	Total Costs	
	Direct Labor	Regular	Overtime								
24	Driver				\$0				\$0	\$0	-
25	Utility				\$0				\$0	\$0	-
26	Buy Back Attendant				\$0				\$0	\$0	-
27	Other (Enter Here)				\$0				\$0	\$0	-
28	TOTAL MAINTENANCE SHOP	-	-		\$0	\$0	\$0	\$0	\$0	\$0	-
29	TOTAL INDIRECT COSTS	28,080.0	1,890.0		\$1,347,723	\$596,520	\$82,672	\$111,344	\$790,536	\$2,138,259	28.82

¹ All employment costs other than wages, workers' compensation and payroll taxes, but including benefits such as; medical, pension, vacation, sick pay, PTO, etc.² Include all personnel involved in container management, repair and maintenance including container delivery and pick-up drivers, welders, painters, etc.

Form 1.5 Allocated Costs

Proposer:		Recology Mountain View				
Instructions: Enter other indirect costs for Rows 2 to 10 and rows 12 to 31, in columns C, D E. The cost categories in Column A are provided as examples. <u>Proposer is to enter descriptions consistent with their own financial plan.</u> Please note that Item 1. 'Indirect Wages' is populated from Form 1.4 'Indirect Wages', Row 29, Column J; and, Item 4. 'Other Depreciation' is populated from Form 1.7, Row 108, Column G. Beginning with Item 5 and through Item 8, enter percentage allocation in Column B. Totals must equal 100% for each section.						
Only populate green colored cells. Avoid overwriting aqua colored cells.						
	A	B	C	D	E	F
			Management & Administrative	Vehicle Repair & Maintenance	Container Management, Repair & Maintenance	Total
1	1. Indirect Wages		\$918,555	\$1,219,703	\$0	\$2,138,259
	2. Other Indirect Costs					
2	Liability & Property Damage Insurance			\$338,818		\$338,818
3	Facility Maintenance			\$27,580		\$27,580
4	Training & Safety Programs			\$19,155		\$19,155
5	Uniforms			\$26,301		\$26,301
6	Other (Enter Here)					\$0
7	Other (Enter Here)					\$0
8	Other (Enter Here)					\$0
9	Other (Enter Here)					\$0
10	Other (Enter Here)					\$0
11	Subtotal Other Indirect Cost		\$0	\$411,854	\$0	\$411,854
	3. Management & Administrative Costs		Management & Administrative	Vehicle Repair & Maintenance	Container Management, Repair & Maintenance	Total
12	Rent		\$78,946	\$236,836		\$315,782
13	Utilities		\$19,599	\$19,599		\$39,198
14	Telephone		\$23,877	\$2,653		\$26,530
15	Office Supplies		\$26,475	\$3,508		\$29,982
16	Office Services & Maintenance		\$22,325	\$22,325		\$44,649
17	Public Education & Outreach Efforts		\$78,518			\$78,518
	Truck mounted outreach sign frames.		\$0			
18	Bad Debt		\$6,102			\$6,102
19	Performance Bond					\$0
20	Accounting					\$0
21	Legal					\$0
22	Insurance (GL, Property)					\$0
23	Computer Equipment & Systems Support					\$0
24	Postage		\$270			\$270
25	Employee Training		\$4,622	\$4,622		\$9,244
26	Dues & Subscriptions		\$9,468			\$9,468
27	Regional and Corp. Overhead Charge (Please List)		\$926,394			\$926,394
28	Professional Services (Audit/Legal/Engineering)		\$26,064			\$26,064
29	Business Meals		\$2,000			\$2,000
30	Taxes - Bueinss/Property		\$9,891	\$9,891		\$19,782
31	Other Office Expenses					\$0
32	Subtotal Management & Administrative Cost		\$1,234,550	\$299,433	\$0	\$1,533,983

Form 1.5 Allocated Costs

			Management & Administrative	Vehicle Repair & Maintenance	Container Management, Repair & Maintenance	Total
33	4. Lease Expense		\$59,270	\$94,369	\$0	\$153,639
34	5. Other Interest		\$0	\$0	\$0	\$0
34	Total Costs to be Allocated		\$2,212,376	\$2,025,360	\$0	\$4,237,735
	A	B	C	D	E	F
		% Allocation	Management & Administrative	Vehicle Repair & Maintenance	Container Management, Repair & Maintenance	Total
35	6. Indirect Wages (Non-Route Personnel)					
36	To Single Family Solid Waste	13.8%	\$126,697	\$168,235	\$0	\$294,932
37	To Single Family Recyclables	10.3%	\$95,023	\$126,176	\$0	\$221,199
38	To Single Family Organics	13.8%	\$126,697	\$168,235	\$0	\$294,932
39	To Single Family On Call Plus	6.9%	\$63,349	\$84,117	\$0	\$147,466
40	To Commercial/Multi-Family Solid Waste	24.1%	\$221,720	\$294,411	\$0	\$516,131
41	To Commercial/Multi-Family Recyclables	13.8%	\$126,697	\$168,235	\$0	\$294,932
42	To Commercial/Multi-Family Organics	3.4%	\$31,674	\$42,059	\$0	\$73,733
43	To Commercial/Multi-Family On Call Plus		\$0	\$0	\$0	\$0
44	To On-Call Services (Drop-Boxes, Temp. Bins)	13.8%	\$126,697	\$168,235	\$0	\$294,932
44	Total Costs Allocated Out: Must = 100%>>	100.0%	\$918,555	\$1,219,703	\$0	\$2,138,259
		% Allocation	Management & Administrative	Vehicle Repair & Maintenance	Container Management, Repair & Maintenance	Total
45	7. Other Indirect Costs					
46	To Single Family Solid Waste	13.8%	\$0	\$56,807	\$0	\$56,807
47	To Single Family Recyclables	10.3%	\$0	\$42,606	\$0	\$42,606
48	To Single Family Organics	13.8%	\$0	\$56,807	\$0	\$56,807
49	To Single Family On Call Plus	6.9%	\$0	\$28,404	\$0	\$28,404
50	To Commercial/Multi-Family Solid Waste	24.1%	\$0	\$99,413	\$0	\$99,413
51	To Commercial/Multi-Family Recyclables	13.8%	\$0	\$56,807	\$0	\$56,807
52	To Commercial/Multi-Family Organics	3.4%	\$0	\$14,202	\$0	\$14,202
53	To Commercial/Multi-Family On Call Plus		\$0	\$0	\$0	\$0
54	To On-Call Services (Drop-Boxes, Temp. Bins)	13.8%	\$0	\$56,807	\$0	\$56,807
54	Total Costs Allocated Out: Must = 100%>>	100.0%	\$0	\$411,854	\$0	\$411,854
		% Allocation	Management & Administrative	Vehicle Repair & Maintenance	Container Management, Repair & Maintenance	Total
55	8. Management & Administrative Costs					
56	To Single Family Solid Waste	13.8%	\$170,283	\$41,301	\$0	\$211,584
57	To Single Family Recyclables	10.3%	\$127,712	\$30,976	\$0	\$158,688
58	To Single Family Organics	13.8%	\$170,283	\$41,301	\$0	\$211,584
59	To Single Family On Call Plus	6.9%	\$85,141	\$20,651	\$0	\$105,792
60	To Commercial/Multi-Family Solid Waste	24.1%	\$297,995	\$72,277	\$0	\$370,272
61	To Commercial/Multi-Family Recyclables	13.8%	\$170,283	\$41,301	\$0	\$211,584
62	To Commercial/Multi-Family Organics	3.4%	\$42,571	\$10,325	\$0	\$52,896
63	To Commercial/Multi-Family On Call Plus		\$0	\$0	\$0	\$0
64	To On-Call Services (Drop-Boxes, Temp. Bins)	13.8%	\$170,283	\$41,301	\$0	\$211,584
64	Total Costs Allocated Out: Must = 100%>>	100.0%	\$1,234,550	\$299,433	\$0	\$1,533,983

Form 1.5 Allocated Costs

		% Allocation	Management & Administrative	Vehicle Repair & Maintenance	Container Management, Repair & Maintenance	Total
	9. Other Depreciation					
65	To Single Family Solid Waste	13.8%	\$8,175	\$13,016	\$0	\$21,192
66	To Single Family Recyclables	10.3%	\$6,131	\$9,762	\$0	\$15,894
67	To Single Family Organics	13.8%	\$8,175	\$13,016	\$0	\$21,192
68	To Single Family On Call Plus	6.9%	\$4,088	\$6,508	\$0	\$10,596
69	To Commercial/Multi-Family Solid Waste	24.1%	\$14,307	\$22,779	\$0	\$37,085
70	To Commercial/Multi-Family Recyclables	13.8%	\$8,175	\$13,016	\$0	\$21,192
71	To Commercial/Multi-Family Organics	3.4%	\$2,044	\$3,254	\$0	\$5,298
72	To Commercial/Multi-Family On Call Plus		\$0	\$0	\$0	\$0
73	To On-Call Services (Drop-Boxes, Temp Bins)	13.8%	\$8,175	\$13,016	\$0	\$21,192
74	Total Costs Allocated Out: Must = 100%>>	100.0%	\$59,270	\$94,369	\$0	\$153,639
	10. Other Interest					
76	To Single Family Solid Waste	13.8%	\$0	\$0	\$0	\$0
77	To Single Family Recyclables	10.3%	\$0	\$0	\$0	\$0
78	To Single Family Organics	13.8%	\$0	\$0	\$0	\$0
79	To Single Family On Call Plus	6.9%	\$0	\$0	\$0	\$0
80	To Commercial/Multi-Family Solid Waste	24.1%	\$0	\$0	\$0	\$0
81	To Commercial/Multi-Family Recyclables	13.8%	\$0	\$0	\$0	\$0
82	To Commercial/Multi-Family Organics	3.4%	\$0	\$0	\$0	\$0
83	To Commercial/Multi-Family On Call Plus		\$0	\$0	\$0	\$0
84	To On-Call Services (Drop-Boxes, Temp Bins)	13.8%	\$0	\$0	\$0	\$0
85	Total Costs Allocated Out: Must = 100%>>	100.0%	\$0	\$0	\$0	\$0

Form 1.6 Equipment R&M Costs

Proposer:		Recology Mountain View											
Instructions: Enter route vehicle repair and maintenance costs. The cost categories in Column A are provided as examples. Proposer is to enter descriptions consistent with their own cost classification.													
Only populate green colored cells. Avoid overwriting aqua colored cells.													
	A	B	C	D	E	F	G	H	I	J	K	L	M
		SINGLE-FAMILY					COMMERCIAL / MULTI-FAMILY / CITY						
	Route Vehicle Related Costs	Solid Waste	Recyclables	Organics	On-Call Plus Cleanup Collection	Total Single-Family	Solid Waste	Recyclables	Organics	On-Call Plus Bulky Item Multi-Family	Total Commercial Multi-Family	On-Call Services (Drop-Box, Temp. Bins)	Annual Cost
1	Parts & Supplies	\$75,130	\$56,348	\$75,130	\$37,565	\$244,173	\$131,478	\$75,130	\$18,783	\$0	\$225,390	\$75,130	\$544,693
2	Oil	\$2,470	\$1,852	\$2,470	\$1,235	\$8,027	\$4,322	\$2,470	\$617	\$0	\$7,409	\$2,470	\$17,905
3	Tires	\$20,314	\$15,235	\$20,314	\$10,157	\$66,020	\$35,549	\$20,314	\$5,078	\$0	\$60,941	\$20,314	\$147,274
4	Outside Repairs	\$24,037	\$18,027	\$24,037	\$12,018	\$78,119	\$42,064	\$24,037	\$6,009	\$0	\$72,110	\$24,037	\$174,265
5	Taxes and Licenses	\$19,215	\$14,411	\$19,215	\$9,608	\$62,450	\$33,627	\$19,215	\$4,804	\$0	\$57,646	\$19,215	\$139,311
6	Equipment Rent	\$3,698	\$2,774	\$3,698	\$1,849	\$12,019	\$6,472	\$3,698	\$925	\$0	\$11,095	\$3,698	\$26,812
7	Equipment Maint. Contract	\$3,651	\$2,739	\$3,651	\$1,826	\$11,867	\$6,390	\$3,651	\$913	\$0	\$10,954	\$3,651	\$26,473
7	Misc Disposal (Used Oil)	\$897	\$672	\$897	\$448	\$2,914	\$1,569	\$897	\$224	\$0	\$2,690	\$897	\$6,500
8	Other Shop	\$2,182	\$1,637	\$2,182	\$1,091	\$7,093	\$3,819	\$2,182	\$546	\$0	\$6,547	\$2,182	\$15,822
9	Subtotal Vehicle R&M	\$151,594	\$113,695	\$151,594	\$75,797	\$492,680	\$265,289	\$151,594	\$37,898	\$0	\$454,782	\$151,594	\$1,099,056
10	Fuel	\$97,716	\$73,287	\$97,716	\$48,858	\$317,577	\$171,003	\$97,716	\$24,429	\$0	\$293,148	\$97,716	\$708,440
Container Repair & Maintenance													
11	Other (Enter Here)					\$0					\$0		\$0
12	Other (Enter Here)					\$0					\$0		\$0
13	Other (Enter Here)					\$0					\$0		\$0
14	Subtotal Container O&M	\$0	\$0	\$0		\$0	\$0	\$0	\$0		\$0	\$0	\$0
15	Total Equipment R&M	\$249,310	\$186,982	\$249,310	\$124,655	\$810,257	\$436,292	\$249,310	\$62,327	\$0	\$747,929	\$249,310	\$1,807,496

Form 1.7 CapEx

Proposer: Recology Mountain View									
Instructions: This worksheet includes inputs for Vehicles, Containers and Other Capital Costs. Enter other asset description, purchase price, salvage value, expected asset life and interest rate for cost of capital. If "Interest" expense is not shown given that Recology treats this as a "lease" expense included in corporate charges, then please identify what that expense is.									
Only populate green colored cells. Avoid overwriting aqua colored cells.									
	A	B	C	D	E	F	G	H	I
VEHICLES									
1A SINGLE-FAMILY: SOLID WASTE									
	Description	Price	QTY	Total	Salvage	Life	Depreciation	Interest Rate	1st Year Interest
1	Automated Side Loader			\$0			\$0		\$0
2	Rear Loader			\$0			\$0		\$0
3	Other (ENTER HERE)			\$0			\$0		\$0
4	Other (ENTER HERE)			\$0			\$0		\$0
5	Other (ENTER HERE)			\$0			\$0		\$0
6	Subtotal	-		\$0			\$0		\$0
1B SINGLE-FAMILY - RECYCLABLES									
	Description	Price	QTY	Total	Salvage	Life	Depreciation	Interest Rate	1st Year Interest
7	Automated Side Loader			\$0			\$0		\$0
8	Rear Loader			\$0			\$0		\$0
9	Other (ENTER HERE)			\$0			\$0		\$0
10	Other (ENTER HERE)			\$0			\$0		\$0
11	Other (ENTER HERE)			\$0			\$0		\$0
12	Subtotal	-		\$0			\$0		\$0
1.1C SINGLE-FAMILY - ORGANICS									
	Description	Price	QTY	Total	Salvage	Life	Depreciation	Interest Rate	1st Year Interest
13	Automated Side Loader			\$0			\$0		\$0
14	Rear Loader			\$0			\$0		\$0
15	Other (ENTER HERE)			\$0			\$0		\$0
16	Other (ENTER HERE)			\$0			\$0		\$0
17	Other (ENTER HERE)			\$0			\$0		\$0
18	Subtotal	-		\$0			\$0		\$0
1.1D SINGLE-FAMILY - BULKY ITEM									
	Description	Price	QTY	Total	Salvage	Life	Depreciation	Interest Rate	1st Year Interest
19	Flat Bed			\$0			\$0		\$0
20	Rear Loader (ENTER HERE)			\$0			\$0		\$0
21	Other (ENTER HERE)			\$0			\$0		\$0
22	Other (ENTER HERE)			\$0			\$0		\$0
23	Other (ENTER HERE)			\$0			\$0		\$0
24	Subtotal	-		\$0			\$0		\$0
25	TOTAL SINGLE-FAMILY VEHICLES	-		\$0			\$0		\$0
2A COMMERCIAL, MULTI-FAMILY & CITY: SOLID WASTE									
	Description	Price	QTY	Total	Salvage	Life	Depreciation	Interest Rate	1st Year Interest
26	Front Loader			\$0			\$0		\$0
27	Other (ENTER HERE)			\$0			\$0		\$0
28	Other (ENTER HERE)			\$0			\$0		\$0
29	Other (ENTER HERE)			\$0			\$0		\$0
30	Other (ENTER HERE)			\$0			\$0		\$0
31	Subtotal	-		\$0			\$0		\$0

See Lease Schedule of FY 21-22 Rate Application on file with City Finance Department

Form 1.7 CapEx

2B COMMERCIAL, MULTI-FAMILY & CITY: RECYCLABLES								
Description	Price	QTY	Total	Salvage	Life	Depreciation	Interest Rate	1st Year Interest
Front Loader			\$0			\$0		\$0
Other (ENTER HERE)			\$0			\$0		\$0
Other (ENTER HERE)			\$0			\$0		\$0
Other (ENTER HERE)			\$0			\$0		\$0
Other (ENTER HERE)			\$0			\$0		\$0
Subtotal	-		\$0			\$0		\$0
2C COMMERCIAL, MULTI-FAMILY & CITY: ORGANICS								
Description	Price	QTY	Total	Salvage	Life	Depreciation	Interest Rate	1st Year Interest
Rear Loader			\$0			\$0		\$0
Other (ENTER HERE)			\$0			\$0		\$0
Other (ENTER HERE)			\$0			\$0		\$0
Other (ENTER HERE)			\$0			\$0		\$0
Other (ENTER HERE)			\$0			\$0		\$0
Subtotal	-		\$0			\$0		\$0
2D COMMERCIAL, MULTI-FAMILY & CITY: BULKY ITEM								
Description	Price	QTY	Total	Salvage	Life	Depreciation	Interest Rate	1st Year Interest
Flat Bed			\$0			\$0		\$0
Rear Loader (ENTER HERE)			\$0			\$0		\$0
Other (ENTER HERE)			\$0			\$0		\$0
Other (ENTER HERE)			\$0			\$0		\$0
Subtotal	-		\$0			\$0		\$0
TOTAL COMMERCIAL, MF & CITY VEHICLES	-		\$0			\$0		\$0
2E ON-CALL SERVICES (DROP-BOX, TEMPORARY BINS, BULKY ITEM)								
Description	Price	QTY	Total	Salvage	Life	Depreciation	Interest Rate	1st Year Interest
Roll-Off Truck			\$0			\$0		\$0
Other (ENTER HERE)			\$0			\$0		\$0
Subtotal	-		\$0			\$0		\$0
TOTAL VEHICLES	-		\$0			\$0		\$0
CONTAINERS								
3A SINGLE-FAMILY: SOLID WASTE								
Description	Price	QTY	Total	Salvage	Life	Depreciation	Interest Rate	1st Year Interest
96 Gal			\$0			\$0		\$0
64 Gal			\$0			\$0		\$0
32 Gal			\$0			\$0		\$0
20 Gal			\$0			\$0		\$0
Other (ENTER HERE)			\$0			\$0		\$0
Subtotal	-		\$0			\$0		\$0
3B SINGLE-FAMILY: RECYCLABLES								
Description	Price	QTY	Total	Salvage	Life	Depreciation	Interest Rate	1st Year Interest
96 Gal			\$0			\$0		\$0
64 Gal			\$0			\$0		\$0
Other (ENTER HERE)			\$0			\$0		\$0
Other (ENTER HERE)			\$0			\$0		\$0
Subtotal	-		\$0			\$0		\$0

Form 1.7 CapEx

3C SINGLE-FAMILY: ORGANICS								
Description	Price	QTY	Total	Salvage	Life	Depreciation	Interest Rate	1st Year Interest
96 Gal			\$0			\$0		\$0
64 Gal			\$0			\$0		\$0
Other (ENTER HERE)			\$0			\$0		\$0
Other (ENTER HERE)			\$0			\$0		\$0
Subtotal	-		\$0			\$0		\$0
TOTAL SINGLE-FAMILY CONTAINERS			\$0			\$0		\$0
4A COMMERCIAL, MULTI-FAMILY & CITY: SOLID WASTE								
Description	Price	QTY	Total	Salvage	Life	Depreciation	Interest Rate	1st Year Interest
3 cubic yard bins			\$0			\$0		\$0
96 Gal			\$0			\$0		\$0
64 Gal			\$0			\$0		\$0
Other (ENTER HERE)			\$0			\$0		\$0
Other (ENTER HERE)			\$0			\$0		\$0
Other (ENTER HERE)			\$0			\$0		\$0
Other (ENTER HERE)			\$0			\$0		\$0
Other (ENTER HERE)			\$0			\$0		\$0
Subtotal	-		\$0			\$0		\$0
4B COMMERCIAL, MULTI-FAMILY & CITY: RECYCLABLES								
Description	Price	QTY	Total	Salvage	Life	Depreciation	Interest Rate	1st Year Interest
3 cubic yard bins			\$0			\$0		\$0
96 Gal			\$0			\$0		\$0
64 Gal			\$0			\$0		\$0
Other (ENTER HERE)			\$0			\$0		\$0
Other (ENTER HERE)			\$0			\$0		\$0
Other (ENTER HERE)			\$0			\$0		\$0
Other (ENTER HERE)			\$0			\$0		\$0
Subtotal	-		\$0			\$0		\$0
4C COMMERCIAL, MULTI-FAMILY & CITY: ORGANICS								
Description	Price	QTY	Total	Salvage	Life	Depreciation	Interest Rate	1st Year Interest
96 Gal			\$0			\$0		\$0
64 Gal			\$0			\$0		\$0
Other (ENTER HERE)			\$0			\$0		\$0
Other (ENTER HERE)			\$0			\$0		\$0
Other (ENTER HERE)			\$0			\$0		\$0
Subtotal	-		\$0			\$0		\$0
TOTAL COMMERCIAL, MF & CITY MEMBERS			\$0			\$0		\$0
4D ON-CALL SERVICES (DROP-BOX, TEMPORARY BINS, BULKY ITEM)								
Description	Price	QTY	Total	Salvage	Life	Depreciation	Interest Rate	1st Year Interest
Drop Boxes			\$0			\$0		\$0
Other (ENTER HERE)			\$0			\$0		\$0
Other (ENTER HERE)			\$0			\$0		\$0
Subtotal	-		\$0			\$0		\$0
TOTAL CONTAINERS			\$0			\$0		\$0
OTHER CAPITAL COSTS								

Form 1.7 CapEx

5A OTHER: MANAGEMENT & ADMINISTRATIVE									
Description		Price	QTY	Total	Salvage	Life	Depreciation	Interest Rate	1st Year Interest
91	Supervisor pickups			\$0			\$0		\$0
92	Field staff vehicles			\$0			\$0		\$0
93	Other (ENTER HERE)			\$0			\$0		\$0
94	Other (ENTER HERE)			\$0			\$0		\$0
95	Other (ENTER HERE)			\$0			\$0		\$0
Subtotal		-		\$0			\$0		\$0
5B OTHER: VEHICLE REPAIR & MAINTENANCE									
Description		Price	QTY	Total	Salvage	Life	Depreciation	Interest Rate	1st Year Interest
97	Shop vehicle road calls			\$0			\$0		\$0
98	Shop equipment			\$0			\$0		\$0
99	Other (ENTER HERE)			\$0			\$0		\$0
100	Other (ENTER HERE)			\$0			\$0		\$0
101	Other (ENTER HERE)			\$0			\$0		\$0
Subtotal		-		\$0			\$0		\$0
5C OTHER: CONTAINER MANAGEMENT, REPAIR & MAINTENANCE									
Description		Price	QTY	Total	Salvage	Life	Depreciation	Interest Rate	1st Year Interest
103	Container delivery vehicles flatbed			\$0			\$0		\$0
104	Other (ENTER HERE)			\$0			\$0		\$0
105	Other (ENTER HERE)			\$0			\$0		\$0
106	Other (ENTER HERE)			\$0			\$0		\$0
Subtotal		-		\$0			\$0		\$0
TOTAL OTHER MANAGEMENT ADMIN., VEHICLE R&M, CONTAINER R&M				-			\$0		\$0
GRAND TOTAL				-			\$0		\$0

Form 1.8 Disposal and Processing Costs

	Proposer:	Recology Mountain View						
	Instructions: For each category; Disposal, Processing Recyclables, and Processing Organics, enter the projected tonnage. For the same categories, enter the tipping fee per ton, except for disposal please leave blank. Proposer may add additional categories if consistent with their proposed plans. Orange highlighted items are optional services being requested.							
	Only populate green colored cells. Avoid overwriting aqua colored cells.							
		SINGLE-FAMILY						
		<u>Disposal/Processing</u>			<u>Transportation/Transfer</u>			
Row	Tonnage	Tons	\$/Ton	Total Cost	Tons	\$/Ton	Total Cost	TOTAL
1	Disposal			\$0			\$0	\$0
2	Processing Organics	8,000	\$71.50	\$572,000	8,000	\$17.48	\$139,840	\$711,840
3	Other (ENTER HERE)			\$0			\$0	\$0
4	Subtotal	8,000		\$572,000	8,000		\$139,840	\$711,840
		COMMERCIAL / MULTI-FAMILY / CITY SERVICES						
		<u>Disposal/Processing</u>			<u>Transportation/Transfer</u>			
	Tonnage	Tons	\$/Ton	Total Cost	Tons	\$/Ton	Total Cost	TOTAL
5	Disposal			\$0			\$0	\$0
6	Processing Single Stream Recyclables ¹	6,600	\$40.00	\$264,000			\$0	\$264,000
7	Processing of C&D			\$0			\$0	\$0
8	Processing Organics	7,000	\$90.00	\$630,000	7,000	\$31.04	\$217,280	\$847,280
9	Other (ENTER HERE)			\$0			\$0	\$0
10	Subtotal	13,600		\$894,000	7,000		\$217,280	\$1,111,280
		ON-CALL SERVICES (DROP-BOX, TEMPORARY BINS, BULKY WASTE)						
		<u>Disposal/Processing</u>			<u>Transportation/Transfer</u>			
	Tonnage	Tons	\$/Ton	Total Cost	Tons	\$/Ton	Total Cost	TOTAL
11	Disposal			\$0			\$0	\$0
12	Processing Recyclables			\$0			\$0	\$0
13	Processing of C&D ²	15,500	\$83.64	\$1,296,420			\$0	\$1,296,420
14	Processing Organics			\$0			\$0	\$0
15	Other (ENTER HERE)			\$0			\$0	\$0
16	Subtotal	15,500		\$1,296,420	-		\$0	\$1,296,420
17	TOTAL	37,100		\$2,762,420	15,000		\$357,120	\$3,119,540

¹ Estimate, processing cost varies monthly per Attachment S; ² Mixed load price, source-separate load prices as shown in Attachment S

**RECOLOGY MOUNTAIN VIEW
PROPOSAL**

Attachment B

	Period 10 or 11 Enhancement Commercial Cart Organic Route	Option Buy Back Service Changes Efficiency	Option Weekly SFD Recycle Collection
Revenue:			
Refuse Collection	\$ 525,000	\$ (225,000)	\$ 520,000
Debris Boxes			
General Recycling Revenue			
Buy-Back Center Revenue			
Total Revenue:	\$525,000	(\$225,000)	\$520,000
Operating Expenses:			
<u>Refuse Collection Dept.</u>			
Salaries and Wages	\$ 138,160		\$ 130,230
Payroll Taxes	\$ 12,434		\$ 11,721
Pension Expense	\$ 12,644		\$ 11,918
Health Insurance	\$ 40,968		\$ 38,616
Workers Compensation	\$ 8,704		\$ 8,204
Shoes and uniforms	\$ 817		\$ 770
I/C - Equipment Rent/Lease	\$ 49,860		\$ 63,856
Sub-Total:	\$263,587	\$0	\$265,314
Salaries and Wages		\$ (95,005.01)	
Payroll Taxes		\$ (7,704.48)	
Pension Expense		\$ (11,059.00)	
Health Insurance		\$ (37,093.30)	
Workers Compensation		\$ (7,518.19)	
Sub-Total:	\$0	(\$158,380)	\$0
<u>Truck & Garage Dept.</u>			
Salaries and Wages	\$ 30,793	\$ -	\$ 29,025
Payroll Taxes			
Pension Expense			
Health Insurance			
Workers Compensation			
Shoes and Uniforms			
I/C Insurance	\$ 12,764		\$ 12,031
Damage Claims			
O/S - Equipment Rent/Lease			
O/S Repairs	\$ 7,588	\$ -	\$ 7,152
I/C Repairs			
Equipment Maint. Contract			
Tires and Tubes	\$ 5,473	\$ -	\$ 5,158
Parts and Supplies	\$ 19,249	\$ -	\$ 18,144
Fuel	\$ 28,213	\$ -	\$ 26,593
CNG	\$ 704	\$ -	\$ 663
Oil			
Building/Facility Repairs			
Licenses and Permits	\$ 4,138	\$ -	\$ 3,900
Subcontractors			
Lab Analysis			
I/C - Equipment Rent/Lease			
Sub-Total:	\$108,920	\$0	\$102,667
<u>General & Administrative Dept.</u>			
Safety Supplies	\$ 435		\$ 410
Franchise Fees	\$ 105,000	\$ (45,000)	\$ 104,000
Sub-Total:	\$105,435	(\$45,000)	\$104,410
Grand Total Operating Expenses:	\$477,942	(\$203,380)	\$472,391
Net Profit/(Loss) Before Taxes:	\$47,058	(\$21,620)	\$47,609
Profit Percentage of Total Revenue:	8.96%	9.61%	9.16%

ATTACHMENT C:

OPERATIONS PLAN

In the event of conflicts between the description of operations in this attachment and the Agreement, the Agreement shall be considered the controlling document.

RESIDENTIAL SERVICE

Collection Methodology

Route Planning

For collection routing purposes Mountain View is divided into five collection zones, one zone for each weekday. For residential recyclables split-cart collection, approximately 50% of the customers receive service on an "A" week and the other 50% receive service on the alternate "B" week. Solid Waste and organics are collected weekly for all residents.

Routes are developed using RouteSmart software to provide the most efficient collection process. The routes are designed for maximum density, in order to minimize time in residential neighborhoods and reduce our carbon footprint, resulting in the least disruption to the quality of neighborhood life

Each driver is provided a Route Sheet Report that lists:

- ❑ Service addresses at which new service starts and service stops are to occur that day.
- ❑ Service addresses at which used motor oil containers and/or filter collection bags delivery have been requested for that day.
- ❑ Service addresses at which an On-Call Plus Clean-Up event has been scheduled for that day.

Throughout the course of servicing the route that day the driver will annotate the route sheet with the following information:

- ❑ Active service addresses and pickup times at which no recyclables collection cart was found set out for collection. This information is provided to our Customer Service Representatives to assist them in responding to customer inquiries.

At the end of the day, when the driver returns to our operations facility, he or she will submit the annotated Route Sheet Report, copies of Non-Collection Notices and Notices of Improper Setout issued during the day, and Weight Tags received at the SMaRT Station and other designated processing facilities, for reporting purposes. All pertinent route activity information will be recorded in customers' account records.

ATTACHMENT C:

OPERATIONS PLAN

Cart Collection Protocol

Each cart collection route will be serviced with a dedicated side-loader vehicle and driver. Recyclables are collected in a split-body side-loader. To optimize routing efficiency, a single cart collection route will provide service to neighboring residential and commercial customers.

Upon arrival at the service address the driver reviews the Route Sheet for any customer service comments on the account. The driver is sometimes able to view the cart contents being emptied into the truck via the hopper camera, and can record any comments about the load on the Route Sheet, such as the observed presence of prohibited materials. The driver can also record comments regarding account details such as required or requested changes in service level, for processing by our Customer Service Representatives (CSRs).

Used motor oil and oil filters can be set out next to the recyclables cart in RMV-approved containers provided by the customer or in RMV-provided containers as requested in advance by the customer. Household batteries can be set out on top of the recyclables cart in specially marked sealed Ziploc-type bags provided by RMV. Used cooking oil may be set out next to the recyclables cart in RMV-approved containers. Cell phones may be set out on top of the recyclables cart in customer provided zip lock plastic bags and CFL's may be placed on the curb in customer provided zip-lock plastic bags. These materials will be placed by the driver in a separate compartment on the side of the residential collection vehicle, and transported to the SMaRT Station or Martin Avenue.

The driver cleans up any litter he creates at the set-out location, records the collection as completed on the Route Sheet, and proceeds to the next service address on the route.

When the capacity of the truck has been reached, the driver transports the load to the SMaRT Station for tipping, and then proceeds (a) to the route to continue collection or (b) to our collection operations facility at the end of the day.

For customers who qualify for backyard collection service, and in difficult-to-serve neighborhoods where fully automated service is not possible, particularly due to large numbers of parked cars on street, the driver will dismount the truck, retrieve each cart from its set-out or service location, empty its contents into the truck's hopper as described above, and return the emptied cart to its set-out or service location.

ATTACHMENT C:

OPERATIONS PLAN

Extra Recycling Set-Outs

Customers may set out extra allowable recyclable materials (Recyclables and Organics) in up to two customer-provided containers such as Kraft paper bags or cardboard boxes for recyclables and large paper yard bags or owner provided plastic cans for organics. After emptying the cart the driver will dismount the vehicle, place the additional materials in the correct cart, and empty the cart a second time. For safety purposes, the weight of any extra container is limited to a maximum of 50 lbs. Textiles may be placed at the curb in a customer provided bag that is clearly marked "Textile Donation". The Organics collection vehicles will be equipped with a side storage box to contain the bags.

Extra Holiday Recycling

During the two weeks after the Christmas holiday, RMV will allow each customer to set out an unlimited amount of allowable recyclable materials next to the recyclables cart for collection, at no charge. Christmas trees placed curbside will be collected for a period of 3-4 weeks following Christmas Day.

Uncontained Materials

Uncontained corrugated cardboard, if the recyclables cart capacity allows, will be placed in the emptied recyclables cart and deposited into the truck's hopper. For uncontained corrugated cardboard that is too large to be emptied into the truck's hopper, the driver will call dispatch for deployment of a flatbed collection truck, which will transport the material to the Mountain View Recycling Center, there to be consolidated with other such cardboard prior to transport by RMV to the SMaRT Station.

Load-checking

Key to the quality of recyclables, organics, and solid waste collection services is the control of contamination of these materials by unacceptable materials. The measures described in the Contamination Control section of this plan are intended to result in maximizing proper materials separation among all three material streams.

Standard Crew Size

The standard crew size for each collection vehicle will be one driver.

ATTACHMENT C:

OPERATIONS PLAN

On-Call Services

On Call Plus Clean Up By Appointment

Appointment Scheduling

Each On Call Plus Clean Up “event” will be scheduled to occur on a regular collection service day of the customer’s choosing following the day the customer calls to schedule the event and may include collection of up to 3 Bulky items. The On Call Cleanup route will consist of two collection vehicles:

- One enclosed 26-foot flatbed truck, equipped with a lift gate to facilitate collection of items suitable for donation or reuse.
- One rear loader truck that will collect boxed or bagged items that are not reusable, which will be taken to the SMaRT station for processing.

During the new contract term, Recology projects it can schedule 30 stops per day under the program, based on the two vehicles operating in tandem.

In 2019, Recology completed the following number of collections, yielding the following tons, under the On Call program:

Single-Family	6,481 pick ups
Multi-Family	1,184 pick ups
Total	7,665 pick ups
Total tons	723 tons

With the HopeTHRIFT partnership (described below) and the enclosed flatbed truck, Recology estimates a minimum of 30% diversion for the tons collected. This estimate does not include material diverted from roll-off boxes that will be provided to large multi-family complexes under the expanded program.

When receiving a request for an On Call Plus Clean Up event, our CSR will first review the customer’s account information to determine that the event will not exceed the customer’s limit of two such events during the calendar year, and will so inform the customer. Our CSR will next ask the customer to describe the items to be collected so that our CSR can assign collection to the proper collection vehicle. The customer will be informed by our CSR that non-bulky items to be collected must be contained in bags, boxes, or by other suitable means.

ATTACHMENT C:

OPERATIONS PLAN

Collection Methodology

All materials that can be handled by the recyclables, yard trimmings, or solid waste route cart collection vehicle would be assigned to one of these vehicles for collection, with the goal of maximizing diversion. All collection of bulky items would be assigned for collection by a flatbed truck, and the driver will segregate items collected according to their suitability for (1) reuse or recycling, and (2) disposal, prior to their transport to the Terra Bella Avenue facility or the SMaRT Station for processing. Any remaining items will be collected by a dispatched rear-loader truck.

Maximizing Diversion

Our focus will be on maximizing the diversion of the collected material from each On Call Plus Clean Up event. To achieve this, Recology will partner with HopeTHRIFT to donate reusable items collected under the On Call Cleanup Program. HopeTHRIFT is part of HopeTHRIFT, a not-for-profit organization located at 460 E. Middlefield Road in Mountain View that provides services to people with developmental disabilities and mental health needs.

Materials from the On Call program that will be accepted by HopeTHRIFT include:

- Clothing, shoes, accessories, jewelry, back packs, luggage
- Kitchen equipment and small appliances, such as toasters, microwaves (no refrigerators or dishwashers, etc.)
- Electronics, 21" televisions or smaller, stereos, radios, video games
- E-Waste
- Sporting equipment, such as bicycles and skateboards
- Tools
- Musical instruments

Hope Services will provide an enclosed 40-foot trailer at the Terra Bella Recycling Center to store collected material. Once the trailer reaches capacity, HopeTHRIFT will collect the trailer and provide a new trailer within 48 hours' notice. Full trailers will be weighed at Recology's Rogers Ave. facility, where the weight will be recorded and included in Recology's monthly report to the City. Textiles collected curbside or from multi-family properties will be placed in cardboard storage drums, provided by HopeTHRIFT at Recology's Rogers Ave facility. When 10 or more storage drums are full, Recology will contact HopeTHRIFT to collect the clothing and swap out the containers. Similar to the On Call Cleanup Program, the drums will be weighed and included in the City's monthly diversion report.

ATTACHMENT C:

OPERATIONS PLAN

Load-checking

The collection driver will assess the materials to be collected, to identify the presence of any hazardous material. If found, the driver will ask the customer to remove such material and contact the Santa Clara County hazardous waste hotline for further instructions regarding disposition of the material.

Bulky Item Collection

In addition to the bulky item collection included in the On Call Plus Clean Up Program as described above, Recology Mountain View will collect bulky items from multi-family complexes not eligible for On Call Plus (generally apartments over 9 units). “Extra” collections of bulky goods may also be scheduled for any customer, including commercial customers and City facilities, above that described, at rates established by the City.

Multi-Family Bulky Program

For multi-family complexes with 9 units or more, Recology will offer two separate complex-wide collection events annually, at the owner or property manager’s request, for no additional charge.

Recology will provide a 16-yard debris box and will accept bulky goods for reuse, recycling (such as furniture, mattress/box springs, appliances, toilets, sinks, bicycles, etc.). In some cases, Recology may provide collection via other method, such as flat-bed truck, but never with a rear-loader garbage vehicle. No garbage or general debris would be accepted. Efforts to maximize diversion will be as described above for the On Call Clean Up program.

It will be the responsibility of the property owner or manager to ensure the debris box is not contaminated with trash or items not on the approved Bulky Item Collection list. Debris boxes with more than 10% contamination will be disposed as trash and the customer will be billed for a solid waste debris box based on franchise rates. Recology will document any contamination using the GoCanvas software application.

Multi-family property managers may also opt to host clothing/textile donation drop-offs at the leasing office or other designated area. The multi-family complex will provide their own collection container and can schedule pickup no more than quarterly. Each pickup will be limited to 2 cubic yards of bagged or otherwise contained material.

ATTACHMENT C:

OPERATIONS PLAN

Appointment Scheduling for Extra Bulky Collections

We will schedule Bulky Item Collection service on the customer's next regularly scheduled collection day or any mutually agreeable business day no more than ten business days after we receive the customer's request. The Bulky Item Collection service will be limited to collection of bulky items, major appliances, and e-waste as defined in the Agreement.

When a customer calls to request and schedule the collection of bulky items our CSR will ask the caller to describe the items to be collected, and will provide the caller with an estimate of the charge to provide for the service consistent with rates established by the City. We will notify the City to charge the customer once the collection event has occurred.

Collection Methodology

If the CSR determines that the volume of the described items can be accommodated in a single load on a flatbed boom truck equipped with a hydraulic-lift tailgate, the CSR will ask the caller to set out the items for pickup on the agreed appointment day at the location where solid waste collection occurs for customer, or at an alternative nearby location that avoids interference with regular recyclable materials, yard trimmings, or solid waste collection services.

If the CSR determines the volume of the described items cannot be accommodated in a single load on a flatbed boom truck, a site visit by an Operations Supervisor will be scheduled to meet with the customer within three business days to develop a plan for the most effective mode and location for collection, and to schedule collection.

Maximizing Diversion

For bulky items, efforts to maximize diversion will be as described above for the On Call Clean Up program.

Load-checking

The collection driver will assess the materials to be collected, to identify the presence of any hazardous material. If found, the driver will ask the customer to remove such material and contact the Santa Clara County hazardous waste hotline for further instructions regarding disposition of the material.

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SMaRT Station Vouchers

As an alternative to the On Call Plus Clean Up program described above, any qualifying customer may exchange any or all of their “On Call Plus Clean Ups” for up to three SMaRT Station Vouchers. Each voucher will allow the customer to self-haul items directly to the SMaRT Station at no charge. The vouchers will be issued by Recology Mountain View and can be either mailed to the resident’s home or picked up at the Mountain View Recycling Center during normal operating hours.

Bin for a Day

Recology Mountain View will provide Bin for a Day collection service for residential customers. The 4-yard bin will have an open top and is approximately 6’ x 4’ x 4’. The bin will be delivered and placed in the resident’s driveway or other designated area by a “stinger” bin transporter, and will be picked up within seven days. The bin will be used for the collection of recyclables, yard trimmings, solid waste, small household items that are consistent with home and yard cleanups, and light remodeling or construction debris, at a rate set by the City.

Appointment Scheduling

Upon receiving a request for a Bin for a Day, our CSR will ask the customer what types of items will be placed in the bin, and will provide the customer with instructions regarding prohibited materials. The CSR will issue a ticket for the delivery of a bin, and at the same time issue a ticket for the pickup of the bin within the seven day period. The bin must be ordered a minimum of 24 hours in advance of delivery.

Collection Methodology

Each bin will be collected by a “stinger” bin transporter and will be delivered to the Mountain View Recycling Center and its contents will be sorted to separate divertible materials from solid waste. The contents of the bin will then be collected by a recyclables and/or solid waste collection vehicle.

Load-checking

Prior to collecting the bin from the customer’s premises the driver will observe the bin contents to identify any hazardous materials that had been placed in the bin by the customer. If the driver observes prohibited items, the driver will attempt to locate an on-site contact and ask that the material be removed. If there is not an on-site contact, the driver will radio the office and have the office make a call to the contact on the work

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order. If no contact is able to be made, a phone message will be left, along with a Non-Collection Notice on the bin informing the customer of why the bin could not be collected.

Multi-Family Dwelling Holiday Tree Collection

RMV will continue to provide annual collection of holiday trees from MFD customers at no additional cost. We will begin the collection of holiday trees on December 26th of each year, and we will provide tree collection throughout the month of January.

We have a long history of success in working with MFD complex owners and managers for collection of holiday trees at a mutually agreeable location on the property that is convenient for access by residents and by our collection vehicles. The requested collection date must be within the approximately 4-week window described above. If an additional collection is requested during the 4-week window, or if a collection is requested for delivery following the month of January, there will be a charge for the service based on City-approved rates.

Our participation requirements for the holiday tree collection program are:

- ☐ Customer removal of all tinsel, lights, ornaments, other decorations, and metal or plastic stands; flocked trees will be accepted
- ☐ Tree placement next to the yard trimmings collection cart.
- ☐ Trees 6 feet and less in length will be collected whole.
- ☐ Trees whose length exceeds 6 feet should be cut by the customer into lengths of 6 feet or less.

COMMERCIAL SERVICES

Collection Methodology

Bin Collection Protocols

Each bin collection route will be serviced with a dedicated front-loader vehicle and driver. Approximately 20% of multi-family accounts require a two-person trash collection vehicle and will be routed appropriately. Multi-family accounts will not be serviced on Saturdays unless requested by the customers and approved by the City. Commercial customers with three collections per week or more may also decline to be serviced on Saturdays.

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Upon arrival at the service address the driver reviews the Route Sheet for any customer service comments on the account such as low wires or key requirements.

As required, the driver dismounts the truck to open a locked gate or bin, and positions the bin to be placed on the forks of the truck's lift mechanism. The driver positions the truck in front of the bin's side pockets and moves the truck forward to insert the forks of the truck's lift mechanism into the bin's side pockets.

The driver activates a joystick that lifts the bin up and over the cab above the hopper of the truck to empty the contents in the hopper, reverses the motion of the lift mechanism to lower the bin, returns the bin to its storage location, and relocks any bin or gate as required.

As the driver is returning the bin to its storage location, the truck's hydraulic mechanism is automatically compacting the load.

The driver is sometimes able to view the bin contents being emptied into the truck via the hopper camera, and can record any comments about the load on the Route Sheet, such as the observed presence of prohibited materials. The driver can also record comments regarding account details such as required or requested changes in service level, for processing by our Customer Service Representatives (CSRs).

The driver cleans up any litter he creates at the set-out location, records the collection as completed on the Route Sheet, and proceeds to the next service address on the route.

When the capacity of the truck has been reached, the driver transports the load to the SMaRT Station for tipping, and then proceeds (a) to the route to continue collection or (b) to our collection operations facility at the end of the day.

Load-checking

The load-checking program for commercial mixed recyclable materials bin collection is described later in the Contamination Section of this plan.

Standard Crew Size

The standard crew size for all commercial routes will be one driver, with the exception of some MFD trash accounts that require collection by a two-person vehicle.

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Collection from Locked Bins

RMV will provide locks to all customers who request locking bins. The driver will unlock the bin, service the bin and relock the bin after emptying it. Locking charges outlined in the rate schedule will apply to these accounts.

City Facilities Collection

RMV will continue to provide recyclables, organics, and solid waste collection services for all City facilities listed in Attachment L of the Agreement at no direct charge, except for on-call debris box service or as otherwise provided in Attachment L. All bin services will be provided by front-load vehicles, and all cart and downtown can services will be provided by fully- or semi-automated side-load vehicles. Changes to City facilities and collection frequencies can be made to Attachment L over the term of the contract.

ROLL-OFF BOX COLLECTION

Collection Methodology

Roll-off Box and Compactor Collection Protocol

For each scheduled pickup of a roll-off box or compactor the driver arrives at the service address and reviews the delivery ticket for any comments on the account such as disconnect coupling lines or low ceiling clearances.

The driver backs the truck up to the container, raises the hydraulic rails of the truck, dismounts the truck, locks the coupling device onto the container, and tarps the load if manual tarping of the container is required. For a compactor the driver then disconnects any electrical or hydraulic coupling that powers the compactor

The driver activates a joystick that pulls the container onto the rails of the truck and lowers the rails down on the truck when the container reaches the locking stops on the rails. If automated tarping is applicable, the driver tarps the load with the automated tarping mechanism.

Finally, the driver cleans up any litter he creates at the service location.

The driver transports the container to the appropriate facility as directed by the City for emptying, returns the container to the customer's original service location, and reconnects any electrical or hydraulic couplings.

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The driver then proceeds (a) to the next scheduled pickup to continue collection or (b) to our collection operation facility at the end of the day.

Load-checking

Every roll-off box has a fixed ladder on the end of the box. Prior to loading the box on the truck, the driver will climb the ladder and visually inspect the contents of the box. The driver will look for contaminants, including, but not limited to refrigerants, tires, treated wood, hazardous waste, and other prohibited items.

If the driver observes prohibited items, the driver will attempt to locate an on-site contact and ask that the material be removed. If there is not an on-site contact, the driver will radio the office and have the office make a call to the contact on the work order. If no contact is able to be made, a phone message will be left, along with a Non-Collection Notice on the roll-off box informing the customer of why the box could not be collected.

Container Specifications

Recology Mt. View utilizes roll-off containers manufactured by Consolidated Fabricators, located in Lodi California. We maintain containers ranging in capacity from 8 to 40 cubic yards. Compactors, manufactured by various suppliers, are available in capacities from 10 to 40 cubic yards.

Container Labeling

Recology Mountain View will provide dedicated boxes for recyclables, organics, and solid waste. Our recyclables and organics boxes will be clearly labeled for easy identification as to use by generators.

Program Outreach

In addition to information contained on roll-off box labeling, one page of RMV's website is dedicated to information about our roll-off box services, and provides customers with the ability to order a roll-off box on-line. Additionally, when our CSRs are talking with a customer on the phone or in the office regarding on-call services, roll-off box service will be promoted for appropriate circumstances.

At every appropriate opportunity customers will be informed that roll-off box service is exclusively provided by RMV in Mountain View under the Agreement.

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CONTAMINATION CONTROL

Carts

As described above in the discussion of cart collection protocol, in some collection vehicles, when performing fully automated cart collection, the driver observes the content of the cart as it is being emptied into the vehicle via a video camera at the intake area of the hopper and a video monitor that is mounted in the cab. If the driver observes prohibited materials during the emptying of the cart, the driver will note this condition on the Route Sheet and will leave a Courtesy Notice with the emptied cart, informing the customer of the observed presence of such materials.

On that customer's next collection day, prompted by the comments on the Route Sheet, the driver will dismount the collection vehicle to lift the lid of the cart and determine if it contains prohibited materials. If the driver determines that the cart again contains prohibited materials, no collection will occur for that service address on that day. The driver will record the non-collection event on the Route Sheet, and will leave a Non-Collection Notice with the cart, as discussed below. In such a case, the customer will be contacted to discuss and encourage the practice of proper materials separation.

With semi-automated cart collection, where the driver dismounts the truck to empty a cart, the driver will first lift the lid of the cart to determine if it contains prohibited materials. If prohibited materials are present in the cart, no collection will occur for that service address on that day. The driver will record the non-collection event on the Route Sheet, and will leave a Non-Collection Notice with the cart, as described below.

Bins

In some collection vehicles the driver can view the bin contents being emptied into the truck via the hopper camera. If the contents of the bin appear to be excessively contaminated, the driver will note this condition on the Route Sheet, and will leave a Courtesy Notice with the emptied bin, informing the customer of the observed presence of such materials.

On that customer's next collection day, prompted by the comments on the Route Sheet, the driver will dismount the collection vehicle to lift the lid of the bin and determine if it contains prohibited materials. If the driver determines that the bin again contains prohibited materials, no collection will occur for that service address on that day. The driver will record the non-collection event on the Route Sheet, and will leave a Non-Collection Notice with the bin, as discussed below. In such a case, our Operations

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Supervisor will contact the customer to discuss and encourage the practice of proper materials separation.

Cooperation with Designated Processing Facility Personnel

To address contamination that cannot be observed by our drivers during collection, RMV will seek the cooperation of personnel at all designated processing facilities who observe collected materials as they are being tipped for processing, providing on-site monitoring of recyclables, yard trimmings, and solid waste tipped in the facility. We will ask that any visually excessive contaminated load be identified and reported to RMV for designation of contaminated collection routes.

Non-Collection

Whenever recyclable material placed by the customer for collection is not collected because of the presence of prohibited material, the driver will leave a Non-Collection Notice that includes the time and date that the notice was left and the reason for non-collection. The driver will also record the non-collection on the Route Sheet, enabling a CSR to update the customer's computerized account record to assist our CSRs in responding to subsequent customer inquiries regarding non-collection. The notice form will include a copy that is provided to our CSRs at the end of the day.

If uncollected material is deemed by the driver to be hazardous, the driver will record that information on the Route Sheet so that the customer's computerized account record can be updated, to assist our CSRs in responding to customer inquiries regarding non-collection. The driver would also communicate this information to the Operations Supervisor, who would investigate and initiate appropriate response action to assure public safety.

Route Audits

Recology staff will perform annual route audits, inspecting the contents of carts and bins along solid waste, recycling, and organics routes (as defined in Section 18984.5 of SB 1383). The following is based on the current SB 1383 guidelines, which are still in the draft stages, pending final approval later this year.

Recology will employ a full time route auditor and conduct lid flipping on its current 12 residential routes and 9 commercial routes, plus the two new organic routes for multi-family and commercial customers that currently do not subscribe to service. Half of the employee's time would be spent conducting route audits, and the other half would be spent

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assisting the Waste Zero Specialist and route supervisors, and conducting audits on loads that are downgraded due to contamination thus resulting in a higher processing cost.

Based on a total route base of 23 routes (excluding the 4 roll-off routes), the auditor would perform an audit every other week. The auditor would use Recology's mobile software platform, powered by GoCanvas, to collect data, take photographs, and synthesize reports. Within three business days following each audit, the auditor would complete a summary report that includes the following:

Residential Carts:

- Audit of a minimum of 15% of all three carts set out (315 carts/day) and document any addresses with contamination
- Leave a courtesy notice on each contaminated cart, which will include a summary of the contaminating items. Recology could also leave a brochure outlining proper sorting in each material stream.
- Complete an audit summary report for each weekly route audit, including address, account number, solid waste cart size, type of contaminants, and service level recommendations. The report would be submitted to the City by the following Friday.

Commercial /MFD Bins:

- Audit a minimum of 15% of bins on site (solid waste, recycling and organics). This would amount to 36-54 containers/day.
- Complete an audit summary report for each weekly route audit, including address, account number, solid waste container size. The report would be submitted to the City by the following Friday.
- Coordinate with Recology Waste Zero Specialist on any accounts with more than 10% contamination for follow up, training, outreach, or other factors (such as illegal dumping or shared containers).

The exact number of container audits and the route auditor's time dedicated to such audits are pending the requirements outlined in the final version of SB 1383.

OPERATIONS FACILITY

We anticipate that Recology Mountain View vehicles, drivers, Customer Service Representatives, and vehicle maintenance personnel will continue to be based at the

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Recology South Bay operations facility at 1675 Rogers Avenue, San Jose. Renewable biodiesel vehicles will be fueled at the Rogers Avenue facility and CNG vehicles will be fueled at the nearby Mineta San José International Airport commercial CNG fueling station or Clean Energy on 4th Street in San Jose.

Recyclables, organics and solid waste carts and bins will continue to be managed at the City's Terra Bella facility for delivery, repairs, and exchanges, unless directed otherwise by the City. Extra stock will be stored off-site.

Personnel who will use the Terra Bella facility will include the General Manager, Operations Supervisor, Buy-Back Center clerk, Buy-Back Center/yard person, container repair/delivery person, Waste Zero Diversion Specialists and Route Auditor. City may direct personnel be located at a facility other than the Terra Bella property.

MOUNTAIN VIEW RECYCLING CENTER OPERATION

Reuse or Donation

Recology will operate a "Residential Drop-Off" program will operate during normal business hours and will be available by appointment to all residents of the City of Mountain View, unless directed otherwise by the City. The program is intended to maximize recovery and diversion of reusable materials.

Appointment Scheduling

For a drop-off event, the resident would call our CSRs and make an appointment at a convenient time for a drop-off, and a "ticket" would be issued to alert Recycling Center personnel to the scheduled drop-off event.

Collection Methodology

We will set up a staging area for arriving resident vehicles, and our yard sorter would request a copy of each participating resident's utility bill, solid waste collection bill, or driver's license to verify that the material is generated from within the City of Mountain View. In addition, our sorter will record by service address the volume and types of material that are brought, and monitor the materials that are unloaded, providing unloading assistance to anyone who requires it. At this time we do not propose to establish a limit on the volume or weight of materials a resident may bring for drop-off.

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Materials Consolidation

Recology Mountain View will stage a combination of bins, containers, and roll-off boxes that will be designated and labeled for the collection of various items, including but not limited to, electronic items, TVs, monitors, computers, small appliances, washers, dryers, refrigerators, water heaters, other large metal appliances, mattresses and box springs, reusable furniture, separated recyclables, clean wood, e-waste/u-waste, toys, clothing, yard trimmings, and other items determined to be recyclable or reusable.

Materials Transport

RMV drivers will transport all collected acceptable materials to the SMaRT Station for processing or to HopeTHRIFT for reuse. All materials not accepted at the SMaRT Station or by HopeTHRIFT will be transported off-site by third-party processors or will be transported by RMV to third-party processing facilities.

Regular Operations

Scope of Operational Functions

Currently the Mountain View Recycling Center, located on Terra Bella Avenue, is a State Certified Redemption Center for the buy-back of bottles and cans, during hours as approved by the City.

The operation will accommodate residents' drop-off of universal waste, including household batteries, CFLs, delivered in sealed plastic containers. E-waste material, including cell phones, computer monitors, televisions and other e-scrap will also be accepted. Usable clothing will be accepted for deposit in a donation box or through a local charitable thrift, and other textiles will be accepted for recycling. Mattresses will also be accepted. Our office at the Terra Bella facility will continue to manage the issuance of SMaRT Station Vouchers and the sale of Extra Garbage Stickers.

Site Management

When opened to the public the facility is typically staffed by a minimum of two employees; during busy periods, three employees are available to serve customers. At all times of operations the facility has a Buy-Back specialist, who is always available for any customers seeking to be reimbursed for State Certified materials. In addition, a Recycling Center operations employee is unloading buy-back materials into larger containers from the 18-gallon tubs used to weigh the residents' buy-back material.

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The current drop-off containers, located in front of the buy-back center, will continue to be available for other acceptable materials to be deposited and the containers will be swapped out when full. All personnel on site will direct residents to designated locations for the drop-off of materials such as u-waste and e-waste. The donation box will be located at the front of the facility and will be self-serviced by customers.

Unauthorized Drop-Off of Materials

The unauthorized drop-off of materials is an on-going problem, and can get more complicated with new materials that have very negative environmental impacts if left unsupervised and poorly contained. We currently have a program with the County of Santa Clara in which unauthorized drop-off materials are gathered and stored in a locked box at the facility and collected by the County for their ultimate proper disposal.

Recology Mountain View has installed and will continue to maintain additional security lighting in the front of the facility and sophisticated high-resolution cameras that capture clear images of the violators and of other identifying information, such as vehicle license plate numbers, to assist authorities in apprehending the violators.

Container Storage

We will maintain an adequate inventory of split carts, group carts, bins, and roll-of boxes at the Terra Bella site to support normal operations in Mountain View. As needed, the container inventory maintained at the Terra Bella site will be replenished from the inventory maintained off-site.

PREVENTIVE MAINTENANCE

The three major components of Recology Mountain View's maintenance program include:

- ❑ Vehicle maintenance
- ❑ Cart maintenance
- ❑ Bin maintenance

Each of these program elements is discussed below.

Vehicle Maintenance

The Recology Mountain View vehicle maintenance shop is staffed by two separate shifts of personnel to ensure full coverage of our vehicles. The morning shift is staffed with

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mechanics, welders, and a tire man. This shift does major overhaul work, on-site repairs to keep trucks safe and roadworthy, as well as road calls. The afternoon shift is staffed with mechanics, a welder, and a Preventive Maintenance Technician (PMT). This shift covers road calls, VCR work, safety repairs, inspections, and can take over where the morning shift left off.

There are three main areas of our vehicle maintenance program. They are:

- ❑ Preventive Maintenance Inspections (PMI)
- ❑ Vehicle Condition Reports (VCR)
- ❑ BIT Inspections (scheduled safety inspections)

One more aspect of our program is the annual opacity testing. This is done by a certified outside company, and is a heavy vehicle smoke or smog test. This is done to ensure our emission levels are acceptable within the parameters set forth by the Society of Automotive Engineers. Doing so keeps us in compliance with the California Air Resource Board (CARB).

Preventive Maintenance Inspections

This program is computer generated, scheduled by the amount of hours a vehicle is in service. Our Preventive Maintenance Technician (PMT) performs them. These services are completed at three vehicle operating-hour intervals: 125, 250, and 500 hours. The inspections include but are not limited to:

- ❑ Inspection of hoses and lines for wear or leaks
- ❑ Check and adjust all fluid levels
- ❑ Changing of filters (oil / fuel / air / hydraulic / etc.)
- ❑ Lubricate truck per lube chart

If at the time of this inspection our PMT finds any item or issue that needs attention it will be written up as a Work Order and addressed at that time.

In addition to the above preventive maintenance schedule, the drivers complete a daily vehicle condition report (VCR) at the beginning and end of each day in order to identify any equipment defects, leaks, or necessary repairs and/or adjustments. The VCRs are signed off by mechanics and reviewed by the maintenance manager. Recology's entire fleet is inspected every other year by the California Highway Patrol, and we have always received a Satisfactory Condition rating, the highest rating.

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Vehicle Condition Report

This type of repair is generated with the logbook in each of our trucks, referred to as the VCR book. This report is filled out twice a day with copies in triplicate. First it is filled out by the driver at the beginning of the day, pre-trip, and then again at the conclusion of the day, post-trip. If a driver encounters a defect or has an issue with his truck he simply writes the problem in the book and brings it to the shop. At this time a Work Order is filled out to address the driver's concerns, and the Work Order is attached to the VCR book. As the book is in triplicate the top copy (white) is filled out with issue and Work Order Number, and then turned into the Dispatcher.

A mechanic will take the book and Work Order, get the vehicle, and make the necessary repairs. He will then sign the book, take out the second copy (yellow), and staple it to the completed Work Order, which will then be checked and approved by the shop manager. At that time the completed Work Order is filed in the appropriate truck file. The third copy (goldenrod) is left in the VCR book, which is then returned to the truck on completion of the repair. This is now available for the driver when he or she arrives at the truck the following workday. The driver can see a signed copy of the VCR book with a corresponding Work Order Number, confirming that the truck was repaired and is safe to operate.

BIT Inspection

Our standard BIT inspection consists of a detailed 63-point inspection process, which includes but is not limited to:

- ❑ Interior / Exterior
 - Safety devices
 - Wiring
 - Horn / lighting
- ❑ Engine
 - Radiator
 - Hoses / lines / tubes
 - Fuel pump / throttle
- ❑ Brakes
 - Drums / lining
 - Governor / air brake application tests
 - Emergency brake
- ❑ Chassis

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- Springs / shackles
- Driveshaft
- Frame

At the conclusion of the inspection, the inspection sheet is turned in with all defects found, if any, being written on a corresponding Work Order, and repaired accordingly.

Cart Maintenance and Repair

Recology Mountain View's collection personnel will handle collection carts properly, to avoid unnecessary wear or damage, and to extend the useful life of the carts in place. Within five working days of customer notification to us, we will replace any cart inadvertently damaged during our collection operations, as well as any cart that has been stolen or damaged beyond repair.

All requests for cart repair or replacement will be processed through our automated Work Order system, ensuring timely response and follow-up by Customer Service and our container delivery and maintenance staff. Typically, repairs to the wheels, lids, and hinges will be accomplished in the field by our maintenance staff. In the event that repairs require bringing the cart to the maintenance facility, we will leave a clean replacement cart in good working condition and of the same capacity at the service address.

All cart replacements and repairs will be documented by Recology Mountain View cart delivery or maintenance staff, and will be reported on a daily basis to our Customer Service Department. Our customer service staff will in turn enter the information into our automated Work Order system, evidencing completion of the Work Order and to update the permanent file history for each customer requesting a repair or replacement.

Recology Mountain View will maintain an adequate inventory of carts, wheels, and lids as replacement units. Combined with our Work Order system for cart delivery and exchanges, and our field communication system, this will translate into fast and accurate deliveries, replacements, and exchanges for our residential and non-residential customers.

Bin Maintenance and Repair

All customer requests for bin repair or replacement will be processed through our automated Work Order system, ensuring timely response and follow-up by customer service and our container delivery and maintenance departments. Typically, repairs to the wheels, lids, and hinges will be accomplished in the field by our maintenance staff.

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In the event that repairs require bringing the bin to the maintenance facility, we will leave a clean replacement bin in good working condition and of the same capacity at the service address.

CUSTOMER SERVICE

Customer Service Operations

Staffing Level and Call Volumes

The solid waste industry typically experiences customer call volumes of 1% of the total mix of residential and commercial customer accounts per day. With two fifteen-minute breaks and 1 hour for lunch, a CSR on average will handle one call every 5.5 minutes, or 82 calls per day. Given a Mountain View customer account base of 13,500 residential and commercial accounts, required staffing would be 2 FTE CSRs, based on the above staffing criteria and accounting for sick and vacation time. We believe that this staffing level will ensure that customers receive the highest customer service experience. All incoming phone calls will be greeted by a “live” CSR, with a goal of not more than ninety seconds hold time.

Call activity information is tracked and reported daily on Recology’s ShoreTel Call Management System. Call activity reports include number of calls and display of peak call hours, hold times, pick up times and duration of calls. Additional reports drawn from our RCRM database will present customer service interaction by reason for call, such as service change, missed pick-up, additional service request, and information request, and response results.

Our CSRs are all full-time employees, with a common work schedule of Monday through Friday, 7:30 a.m. to 4:30 p.m., and with staggered break times.

Shared CSR Responsibilities

Recology’s Customer Service Call Center located at 1675 Rogers Avenue in San Jose provides service to customers of both Recology Mountain View and Recology South Bay, and is staffed with 4 CSRs. CSRs at the Call Center are fully informed and knowledgeable of the services and service parameters applicable to the customers of both companies.

The telephone number the caller is trying to reach is displayed on the CSRs’ telephone screen, providing the CSRs clear indication of which Recology company is the target of

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each call. Each CSR maintains a quick reference guide to the services we provide in Mountain View, and can efficiently respond to callers' inquiries.

Preprogrammed Call Transfer

We will provide the City of Mountain View a Call Center feature that we find highly successful in maintaining our standards for customer service: preprogrammed call transfer. With this communications feature in place, when a customer calls us about an issue or concern that is actually within the domain of a municipality in which we provide service, through a dedicated telephone line we can immediately transfer the phone call to the offices of the municipality.

The call transfer is seamless, and appears to the customer just as if we were transferring the call to another person in our office. This feature virtually eliminates the inconvenience and confusion the customer might otherwise experience through hanging up, looking up the correct telephone number, and placing another telephone call.

Customer Concern Processing and Resolution

Concern Processing

When e-mails and telephone calls are received by Recology Mountain View, the type of inquiry is determined by the CSRs as being a service-related concern, billing inquiry, container exchange request, recycling issue, etc. General inquiries regarding types of service, recycling questions, etc. are answered by the CSRs or transferred to another staff member who is knowledgeable of the subject matter. All inquiries and concerns that require follow-up on Recology's part will be recorded in the Recology Customer Relationship Management (RCRM) system as a time-stamped "ticket", or Work Order, which remains open until completion of the assigned task.

All after-hours e-mails, and telephone calls that have been received on the voice mail system or by an answering service, rather than answered directly by CSRs, will be transcribed to a Work Order by a CSR no later than the following business day. When appropriate, a special note will be made indicating that a customer requires a return phone call.

After recording the Work Order information, Customer Service maintains an open Work Order file pending resolution and closure of each Work Order. Upon receipt of the Work Order, the Dispatch Office radios the Operations Supervisor in charge of that specific area who, in turn, contacts the driver for resolution of the issue. Depending

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upon the nature of the inquiry, the Operations Supervisor may meet the driver at the service address to resolve the issue.

In most cases, particularly in the event of a missed pick up call, the driver and/or Operations Supervisor will radio the Dispatch Office with the resolution of the inquiry, will record the resolution description on the two copies of the open Work Order, and will forward the Work Order to Customer Service for on-line inputting in the service recipient file and closure of the Work Order.

Completed Work Orders are returned to Customer Service for data entry. Both hard copies of Work Orders and electronic data are kept on file in the event verification is needed. The computerized database also allows other information to be kept that may improve service to the customer, such as special directions or special customer needs.

Customer call information recorded in the RCRM system is kept confidential. Data regarding service requests, concerns, and resolution times are easily reflected in report format. These reports are generated periodically and used to help assess customer needs and public outreach campaigns. Finally, we use the reports to ensure productivity and employee performance. These reports help our managers and employees identify areas of need and measure improvement after solutions are implemented.

Concern Resolution

The following chart reflects our processes for the resolution of customer concerns:

Type of Concern	Action Taken	Resolution
Missed Pickup – Single	Customer Service sends a missed pickup message to the driver via two-way radio. At the same time, an open ticket is created in the RCRM system pending resolution.	Driver will return for pickup the same day and send a message via two-way radio upon completion of the pickup. The RCRM system is updated by a CSR to include the time stamped pickup resolution and closes the open ticket. If for any reason pickup is not possible, the RCRM system open ticket will be printed for the driver to complete first thing in the morning of the following day. The driver will turn in the signed ticket upon completion of their route and dispatch will close the open ticket in the RCRM system

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Type of Concern	Action Taken	Resolution
		including the time of pickup.
Missed Pickup-half/whole street	Customer Service sends a missed pickup message to the driver and an Operations Supervisor via two-way radio. At the same time, an open ticket is automatically created in the RCRM system pending resolution.	Driver will return for pickup the same day when possible, and send a message via two-way radio upon completion of the pickups. The RCRM system is updated to include the time- stamped pickup resolution and closes the open ticket. The Operations Supervisor also receives a message via two-way radio in order to make immediate contact with the driver. If for any reason pickup is not possible, i.e. the customer calls in too late for same-day pick up the RCRM system open ticket will be printed for the driver to complete first thing in the morning. The driver will turn in the signed ticket upon completion of their route and dispatch will close the open ticket in the RCRM system, including the time of pickup.
Spills/litter resulting from collection	A CSR sends a message via two-way radio to the driver and Operations Supervisor. At the same time, a CSR creates a ticket in the RCRM system pending resolution.	The Operations Supervisor and/or driver will clean up or contain the spill until a crew can be dispatched for clean up as necessary. The Operations Supervisor sends a message via two-way radio upon completion. The RCRM system is updated to include the time stamped resolution and closure of the open ticket.
Collection schedule changes	Customer Service creates an open ticket in the RCRM system for an Operations Supervisor's response.	The Operations Supervisor will evaluate the route to determine if changes can be made to satisfy the customer. The Operations Supervisor will enter the resolution, including any route changes, in the RCRM system and close the open ticket. The Operations Supervisor will also create an open ticket in the RCRM

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		system for customer service to relate any route changes to the customer. Upon making contact with the customer, customer service will close the open ticket in RCRM and any route change will take effect the next service day.
Broken or missing containers	Customer Service creates an open ticket in RCRM for repair or replacement of carts.	Carts with broken lids or wheels will be repaired within 3 business days. Missing or damaged carts will be replaced within 5 business days. Dispatch will close open tickets in RCRM including date of completion.
Improperly prepared set-outs.	Driver places a non-collection notice on the cart and on the Route Sheet records the reason for the non-collection of the improper set-out including but not limited to: • Unacceptable items • Over-loaded carts • Improper placement An open ticket will be automatically created in RCRM for Customer Service to call the customer for an agreed upon corrective action.	If possible, the driver will return to collect the corrected set-out the same day upon receiving a returned text message from customer service. If customer service was not able to reach the customer, they will close the open ticket having completed their attempt to contact the customer. They will then open a new ticket in RCRM reminding the driver to pick up any extra set-outs on the next collection day. A RCRM open ticket will be printed on the next collection day for the driver to sign upon completion. Dispatch will close the signed ticket in RCRM upon completion by the driver.
Noise concerns	Customer service creates an open ticket in RCRM for the Operations Supervisor to determine the nature of the problem including possible maintenance issues, or non-compliance with service hour restrictions.	Upon resolution, the Operations Supervisor will close the RCRM ticket including resolution outcome.
Traffic and sidewalk obstructions during	If a customer reports the concern, customer service creates an open	The Operations Supervisor will identify necessary corrective

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Type of Concern	Action Taken	Resolution
collection	ticket in RCRM for the Operations Supervisor to visit the site and determine possible solutions. If a driver reports the concern, the driver will meet with their Operations Supervisor to determine possible solutions.	actions and make appropriate contacts to ensure resolution. Operations Supervisor will close the RCRM ticket including resolution outcome.
Safety around collection vehicles during operations	If a customer reports the concern, Customer Service will create an open ticket in RCRM for the Operations Supervisor to visit the site and determine possible solutions. If a driver reports the concern, the driver will meet with their Operations Supervisor to determine possible solutions.	The Operations Supervisor will identify necessary corrective actions and make appropriate contacts to ensure resolution. The Operations Supervisor will close the RCRM ticket including resolution outcome.

Customer Service Training

Introduction

In striving to maintain a consistently high level of service to all of our customers, we appreciate and understand the need to maintain a first-class Customer Service staff. We acknowledge that any of our CSRs who answer the telephone may be the customer's only direct contact with us, and that CSRs' conduct reflects upon Recology Mountain View and the City of Mountain View.

As our direct contact with the customers, our CSRs are fully trained to answer calls courteously, with pleasant voices and using good diction. In particular, we train CSRs to handle stressful calls, including angry customers, with customer service being the objective. We further provide CSRs with ongoing training and authorize them to resolve all concerns.

To ensure that our customers receive prompt and personal attention, we hire people who are courteous, professional, and service-oriented. Once onboard, our CSRs will receive appropriate training and ongoing support that will provide them the skills necessary to both do their job well and keep them motivated to provide great customer service.

Recology's Customer Service training consists of four major elements:

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- ❑ Technical training
- ❑ In field and hands-on introduction to the routes
- ❑ On-going continuous improvement training
- ❑ Quarterly Mountain View Services training

In-Field Hands-On Introduction to the Routes

Communication between the CSR, operations, and the route driver is vital to insure that the needs of the customer are taken care of. The primary method of communication between the CSR and the route driver is through the creation of work orders. Drivers, dispatchers, and supervisors fulfill service requests and resolve field issues using these work orders.

Based on Recology's first-hand experience, it has proven very beneficial to have the CSRs ride along with the route drivers to observe field conditions. This hands-on observation provides the CSR a visual perspective of the variety of conditions that a driver may face. With this knowledge, the CSR is better able to understand the needs of the customer, communicate with the driver, and more easily formulate the best resolution to issues communicated by customers.

On-Going Continuous Improvement Training

Recology provides ongoing and refresher training to insure that CSRs maintain their professional and courteous attitudes. Ongoing training is required as internal RCRM system changes are made or service enhancements are instituted.

Outside training resources are also used to help CSRs better understand the criteria for monitoring call response performance. CSRs are brought into the process upfront so that they fully understand what it means to provide high-quality customer service.

Services training

Each CSR will receive periodic training, no less than annually, on City-specific collection programs and service requirements applicable in Mountain View. During the training, a City-specific collection service and rate information summary, a training agenda, and associated documentation will be provided to and discussed with our CSR personnel. The information summary, training agenda, and associated documentation will also be forwarded to the City prior to each training session, giving the City the opportunity to review the training materials and request changes. Recology Mountain

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View will notify City of the date and time of each scheduled CSR training session and City staff will be welcome to attend and contribute to these training sessions.

Website Maintenance

Recology Mountain View maintains a website as both an educational and a customer service tool for the public, providing detailed information about our local services. Collection schedules, recycling tips, special service options, holiday schedules, feedback forms and contact information are just a few examples of the kinds of information our customers are able to access.

Additionally, Recology has developed specialized customer education websites intended to assist residential customers with the source separation programs to increase recycling. The sites may be configured to include game elements that incentivize and educate our website visitors. Recology also maintains a blog, Twitter account and Facebook page to further engage the community.

Recology retains a staff of website developers in San Francisco who are responsible, along with field personnel, for the content of the sites. The presentation is in a standardized Recology format but the content is customized to meet the specific requirements of each Recology operating subsidiary and the communities they serve.

As soon as the new Agreement has been executed, Recology's website developers and field personnel will undertake the necessary modifications to our website to reflect resulting changes in collection services and service protocols.

Universal Recycling and Technical Assistance

Making recycling easy, affordable, and convenient for customers, and motivating people through timely, meaningful, and well-placed communications is the starting point to achieve maximum diversion of recyclables from the landfill.

Recology is a member of the Sustainable Futures Network, a collaboration, best practices platform for local governments and vendors to plan and implement sustainability projects. Recology looks forward to working with the City via this knowledge-sharing platform to further extend Mountain View's resource recovery sustainability initiatives.

RMV will provide universal recycling through cart and bin service to all multi-family and commercial customers, schools, and special events, and in compliance with SB 1383 regulations. Based on the nature of the recyclables and solid waste streams generated by each account, through ongoing, effective communication and hands-on technical assistance, RMV will

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customize levels of recyclables and solid waste collection services to optimize recyclables recovery in our quest to achieve Zero Waste.

Commercial Organics Service and Technical Assistance

RMV will provide universal organics service to all commercial and multi-family customers, schools and special events, and in compliance with SB 1383

Recology will incorporate all new accounts into the existing routes whenever possible, helping to maximize productivity. To serve the new customers, Recology will add:

- One additional residential/multi-family side-loading organics route to service carts, to be added in Year 1 of the new agreement term
- One additional commercial organics route to collect carts. This commercial route will be added in year two or three of the new contract term as the projected commercial organics service levels increase with the Waste Zero Specialist outreach efforts.
- This would bring the total number of organics routes to four residential and two commercial.

New Residential/MFD Organics Route

The new residential organics route will use a fully-automated side loading (ASL) vehicle to serve residential areas mixed with multi-family.

The ASL vehicle is suitable to serve multi-family properties that already stage recycling carts near the curb. For some multi-family customers who do not have the ability to stage carts at the curb, Recology's driver will need to exit the vehicle, bring the carts out for service, and return the carts to their enclosures. The pull out rates included in Attachment "P" of the current and new contract would apply to commercial and multi-family organic carts.

New Commercial Organics Route

As previously noted, the new commercial organics route would be implemented in the second or third year of the new agreement, once commercial subscription levels have reached a level requiring a new route. Until then, Recology will add new commercial organics subscriptions to the existing front-end loading bin route.

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Recology based its commercial organics projections on existing commercial organics accounts with similar MSW & recycling volumes. Please see Attachment 7: Top 200 Commercial Waste Generators for a list of commercial customers that would be the focus of the Waste Zero Specialists' organics outreach.

Once implemented, the new commercial route would be a semi-automated side loading vehicle. This will be well-suited for the larger, less maneuverable commercial locations, where carts must be serviced from alleys, low-overhangs, or enclosures.

Summary of Residential and Commercial Organics Routes

Below is summary of the current and proposed residential and commercial organic routes. For more detailed tables, please see Attachment 3: Organics Route Summary.

Current Organics Routes

Route	Stops per Week	Lifts per Week	Total Time (hrs/week)
201	4,482	5,313	40
202	4,704	6,160	40
203	4,225	5,169	43

Proposed Organics Routes

Route	Stops per Week	Lifts per Week	Total Time (hrs/week)	Weekly Tonnage
201 (RES/MFD route)	3,331	4,026	40	47
202 (RES/MFD route)	3,300	3,995	40	42
203 (RES/MFD route)	3,622	4,241	41	39
204 (New RES/MFD route)	3,586	4,114	41	41
205 (New COM cart route)	909	1,483	41	31

Accept Additional Recyclable Materials at the Mountain View Recycling Center

Recology Mountain View will accept for drop-off at the Mountain View Recycling Center a range of low-value or difficult-to-collect recoverable and potentially recoverable materials that are not currently targeted at the SMaRT Station.

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The materials accepted may change per mutual agreement of City and Recology and currently include:

Additional Recyclable Materials	Market Status
Aerosol cans	Strong
Rigid plastics	Strong
Textiles	Mild
Scrap metal	Strong

Collection Methodology

Upon a customer’s arrival at the Mountain View Recycling Center an RMV employee would direct the customer to the offloading location and inspect the materials to be accepted. The list of acceptable materials would be clearly displayed on signage above containers that will be located at the offloading location. Customers will unload the acceptable materials into clearly marked containers. An RMV employee will assist with the unloading if needed. Once containers are full, the materials would be transported by RMV to for a third-party processing facility.

Junk Removal Services

RMV offers to residents of Mountain View a “RecycleMyJunk” service.

When a request for provision of this service is received, an Operations Supervisor visits the site to estimate the volume and type of materials, and to identify from where the items would be collected, such as a garage, back yard, or inside a home or business. The Operations Supervisor provides the customer with an estimate of the cost to provide the service, based on an established fee schedule. There are no restrictions on the number of items to be collected, and collection could be scheduled for any non-holiday weekday.

Using a flatbed truck or a specialized collection vehicle, RMV personnel pick up the unwanted items from the customer on the scheduled day and transport them to the Terra Bella facility. There the materials are segregated as reusable items, recyclable materials, and solid waste. Reusable items will be provided to HopeTHRIFT Recyclable materials that are accepted at the SMaRT Station, and solid waste, are transported by RMV to the SMaRT Station. All recyclable materials that are not accepted at the SMaRT Station are made available to third-party processors of such materials.

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Public Education and Outreach

RMV is committed to working with City staff to develop creative, compelling universal recycling outreach tools and implementing effective communications and programs that promote diversion, waste reduction, reuse, and resource conservation. In this collaboration our Waste Zero Diversion Specialists will be particularly interested to hear and incorporate the City's perspective, outreach message, strategy, and desired goals.

Technical Assistance and Outreach

In order to support the City's Zero Waste Policy and reach the ultimate goal of Zero Waste, the technical assistance strategy of Recology Mountain View will be to integrate the tools and processes needed to bring about a sustainable shift from current disposal-based services to collection services that require separation of materials for the purpose of recovery and reuse. In the following pages we discuss Zero Waste universal recycling and organics services technical assistance and outreach elements:

- ☐ Proposed staffing
- ☐ Training
- ☐ Customer site assessments
- ☐ Customer training
- ☐ Education and outreach
- ☐ Green Business certification audits
- ☐ Green School program
- ☐ Zero Waste events

The Waste Zero team will act as Recology's diversion liaisons, helping to educate customers on the new services and programs in the new Agreement to help achieve the City's diversion goals. The team will oversee outreach and diversion activities in the City, including:

- Conducting outreach to all multi-family and commercial customers, tailored to resident and business type
- Partnering with the City on educational events, including educational efforts in local schools
- Conducting presentations to local organizations
- Conducting on-site waste assessments to help customers divert more material and address contamination concerns
- Offering technical assistance to help all multi-family and commercial customers implement services and optimize diversion, including on-site training for employees

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Proposed Staffing

RMV will employ two Waste Zero Diversion Specialists who will be dedicated full-time to enhancing diversion in Mountain View. These positions will be key staff members of RMV, reporting directly to the General Manager. The Specialists will be assisted in their efforts by the Route Auditor, as described in Attachment C, Operations Plan. One of the Specialists will have enough experience and skill to function as the team lead, providing guidance and training to the other Specialist and Auditor and serving as an effective liaison to the other key members of the Recology staff.

The Waste Zero Diversion Specialists will be expected to work independently while also collaborating with City staff and with RMV Operations and Customer Service Departments, and to network with the Recology South Bay Group and corporate resources that specialize in Recology Waste Zero outreach materials, training, program implementation, and reporting.

Recology Mountain View has a seasoned team of operations and customer service staff that will work with the Waste Zero Diversion Specialists as a Diversion Team to assist all commercial accounts to achieve the goal of universal recycling. RMV CSRs will play an expanded role as an integral part of the Diversion Team. They will receive training in order to be knowledgeable in all aspects of the universal recycling outreach and technical assistance materials, customer site assessments, and on-site waste handling. On an as-needed basis, members of the Diversion Team will participate in special events and school programs, as well as participate in select, ongoing work in the field with commercial and multi-family account customers.

The Zero Waste Diversion Team will have access to Recology's online knowledge base of Waste Zero programs, tools and other resources.

Zero Waste Specialist Training

Recology invests in the development of its Waste Zero Specialists through a comprehensive training program, covering:

- **Recology CORE On-boarding**, to welcome and integrate the new employee into Recology's culture. During this segment, the WZS will be taught about their role and expectations, as well as Recology's culture and values.
- **Customer Service Training**: The WZS will then complete a training titled "Creating Memorable Customer Service," delivered by the Customer Service Manager. The goal of this training is to educate the WZS on Recology's customer base, the services Recology provides, and his or her role in delivering excellent service.
- **Outreach and Education Material Overview**: The WZS will receive focused training on the types of outreach materials available to teach customers about his or her programs and services.

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- **Franchise Training:** During this session, the WZS will be taught the protocols related to the Agreement.
- **Contamination Training:** Delivered by an experienced Recology WZS, the Contamination Training teaches the new employee how to identify and document contaminated containers and how to assist customers in addressing contamination.
- **Facilities Tours:** The WZS will receive tours of various processing facilities, to better understand this fundamental aspect of the diversion process.
- **Developing Presentation Skills:** This training will provide the WZS the tools he or she needs to deliver hands-on presentations to an array of business types, including non-profit organizations, homeowners' associations, business groups, environmental organizations, and schools.
- **Conducting Waste Audits:** During this training, the WZS will be taught how to analyze a particular customer's material stream, with a focus on the diversion opportunities available to customers by business type.
- **Providing On-Site Technical Assistance:** This training will teach the WZS the various types of Technical Assistance and training he or she will provide customers related to Recology's programs and the City's diversion goals.
- **Reporting and Technical Requirements:** This segment of the On-Boarding Program will teach the WZS about the reporting requirements and his or her role in meeting those reporting needs.
- **Recology in the Community:** During this on-boarding component, the WZS will meet with a Recology Ownership Communication Committee (ROCC) Representative and a Recology Volunteer Liaison to learn more about Recology's dedication to the community.
- **Supervisor and Driver Ride-Alongs:** During this component of training, the WZS will ride with a Supervisor and/or Driver, to get an overview of the service area, routes, and his or her responsibilities to support operations in providing quality collection services and meeting the City's diversion goals.

Customer Site Assessments

Site assessments are about understanding and quantifying customer needs. The Waste Zero Specialists have experience conducting assessments and identifying waste reduction opportunities, educating customers regarding the flow of materials that are generated by their operation, and showing customers how to maximize recovery of recyclables. Our approach to conducting site assessments will be to contact customers by phone and in person, communicating the offer to provide a free service in assessing the recyclables and solid waste streams that are generated by their operation. RMV's Waste Zero Diversion Specialists will utilize our Site Assessment Form to gather information about the customer's operation, and to identify and establish new service levels. Each Specialist will

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conduct approximately 50 on-site waste assessments per month. The process will initially target the top 200 Commercial waste generators and the top 200 MFD waste generators, based on subscription levels.

Site Assessment Elements

For every customer, the basic objective of the site assessment will be to identify changes in customer practices and collection service levels necessary to maximize diversion and minimize disposal. The waste assessment process analyzes a customer's material stream, with a focus on the diversion options available to customers by business type:

- **Verification of Services:** Container commodity & size, quantity, and location are documented.
- **Assessment:** Taking into account the total volume of material and percentage of each material category (organic, recycling, and solid waste). This helps Recology quickly understand if the customer's subscription level meets the requirements of SB 1383 and other diversion-focused legislation.
- **Documentation:** Photos of contamination, overflowing containers, and the presence of divertible material in the solid waste stream to help educate customers.
- **Recommendations:** The customer will be notified of the assessment results and provided a list of tailored recommendations.
- **Educational Material:** At this time, the Specialist can offer the customer educational material such as posters, "How To" guides on recycling and composting, and container labels at no cost. The option to purchase internal containers can also be discussed.
- **Tailored Technical Assistance:** Recognizing that each customer has unique needs, Recology offers technical assistance specifically tailored to specific businesses and multi-family complexes to help increase participation in their diversion programs. This could include ways to address space constraints or high tenant turnover.

When conducting a customer's first waste assessment, Recology's Waste Zero Specialists will use a proprietary mobile software platform, hosted by GoCanvas, which collects data and contamination photos at the individual customer level. The data, and resulting report, from this first assessment can be used a benchmark for the customer using forward. The data from the platform can be:

- **Used by the Waste Zero Team** to understand customer sorting habits and identify further educational needs.
- **Synthesized into a photo-based report** for commercial and multi-family customers, and sent to the account holder to help these high-volume customers understand the sorting habits of their staff and/or tenants. The Waste Zero Team can then work with the customer to schedule additional training and resources.

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- **Aggregated into a report for the City**, detailing the number of audits completed by customer segment, the common types of contamination documented (i.e. plastic bags, latex gloves), and the overall contamination rate uncovered during the audit, among other data points.

For more information about the platform, as well as sample reports, please see Exhibit 1: Best Practices for Contamination Monitoring.

Collection Program Setup

Upon receiving buy-in from the customer for the new diversion-based services, we will move directly to assistance with collection program setup, outreach tools, and training. Every customer's collection program implementation will include an on-site audit review after thirty days to sixty days, to determine the effectiveness of the program. This follow-up audit will identify any additional needs, including further staff training, signage, additional internal containers, material process flow changes, or other changes needed to achieve the basic objective.

Site Assessment Documentation

Documentation of each site assessment will be provided to the customer, and will be included in the on-line RMV account notes for future assessments as needed. Additionally, the following performance standards will provide on-going guidelines for RMV's Waste Zero Diversion Specialists and included in a monthly report to the City:

- ☐ Number of initial site visits, including customer locations
- ☐ Number of site assessments, including recommended service enhancements
- ☐ Number of customer staff and janitorial trainings, including customer locations and summary of any resulting procedural changes
- ☐ Number of audits for proper use and recycling services, including determination of contamination percentage

Customer Training

RMV understands that achieving a goal of Zero Waste requires ongoing, constant effort. As such, customers will continue to receive assistance from our Waste Zero Diversion Specialists to train new employees, monitor for contamination, identify areas for improvement, and provide the necessary resources that will be specific to each customer. These on-site efforts will be augmented by RMV's Operations Supervisors and Route Auditor, and reinforced with ongoing communication from the Customer Service Representatives.

RMV will administer a customer training program based upon the concept of color coding. Recology has extensive experience in the use of color-guided recycling in driving outreach and technical assistance with new and sustained recycling programs.

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RMV's color-coded Zero Waste program materials will be used for the training of customers to provide clear messaging around what to do with recyclable and non-recyclable materials. RMV's color-coded Zero Waste program mitigates language variables and presents waste reduction and recycling as a simple step for all staff members at any business. Recyclable materials will be collected in colored containers, with corresponding colored labels for each material type clearly placed on internal containers and external containers. Educational posters will be provided to each customer for staff communication areas. A complete RMV color-coded Zero Waste how-to guide will be provided to each business, explaining the program. On-site training will be offered to assist in staff training to support printed program material.

Some of the features and benefits of a color-guided recycling program are:

Features	Benefits
Color-guided recycling	Mitigated language variables
Colored internal receptacles Colored external containers Color-guided recycling posters, labels	Mitigated language variables Simple, straightforward training Easily detected contamination at collection and processing Aids in presenting program guidelines to business staff
Color-guided recycling how-to-guide	Excellent tool for business on-boarding process and training protocol
Waste Zero Diversion Specialist • Site assessments • Benchmark reports • Recommendations/proposals • Implementation plans • Diversion reports	Provides custom, comprehensive recycling and waste reduction program start-up and sustainability

RMV will employ creative, customer-tailored training to assist customers with minimizing contamination, including face-to-face presentations, visual aids such as recycling posters and labels, and follow-up training to sustain best practices.

In conjunction with color-coded messaging, Recology has developed Set-out Correction Notices, incorporating graphics as a universal language, which helps to educate our diverse community about proper set-outs and improved participation in recyclables, organics, and solid waste collection programs. Set-out Correction Notices will be provided in English, Spanish, and Russian as directed and approved by the City of Mountain View, and used throughout the term of the Agreement. Notices will be designed for use for all service sectors, including schools, multi-family, and commercial customers.

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All customer training will be documented by the Waste Zero Diversion Specialists and reviewed as part of the General Manager's bi-weekly staff meetings.

Documentation will include:

- ☐ Listing of all new recycling starts
- ☐ Customer training sessions
- ☐ Distribution of outreach materials
- ☐ Site assessments
- ☐ Diversion level for new recycling customers
- ☐ Thirty-Day Audit Reviews, including any additional training needs, notable contamination, required service level adjustments, procedural changes, and additional signage

Education and Outreach

Recology will use the following best practices as a part of its enhanced education & outreach program during the new contract term. These items are included in Recology's Proposal Cost Forms (Attachment A). Prior to the start of the new Agreement, Recology will create several new outreach pieces tailored for multi-family and commercial customers. Material will be shared with the City for approval. All outreach will be available online and Recology can provide extra printed copies for multi-family property managers and commercial account holders to distribute upon request.

The outreach pieces will illustrate acceptable materials for each container, describe proper set out procedures for the collection containers, and emphasize compliance with State-mandated recycling and composting requirements.

Depending on whether the outreach addresses multi-family or commercial customers, the content may include:

- Cost savings information, included in both the commercial and multi-family Service Guides, and on the website. Recology will emphasize that customers can divert organics and save on cost by composting and recycling correctly.
- A complete list of programs and services provided to customers, including effective dates
- A list of recyclable materials that are accepted in the dual-stream or single-stream recycling program
- A list of organic materials that are accepted in the organics program
- A list of items that need to be landfilled at this time
- Graphics and an explanation of proper set-out procedures
- Recycling and/or disposal options for Household Hazardous Waste (HHW)
- Telephone numbers and website information for Recology

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- Services Available to residents at the Mountain View Recycling Center
- Other relevant resources

Multi Family and Commercial Service Guide

Throughout the Agreement term, Recology will distribute service guides to multi-family property managers and commercial account holders to help support the implementation and improvement of diversion programs.

There will be two guides, one tailored to multi-family services and one for commercial. Both will address

- Acceptable materials for each container and a list of programs and services available
- Compliance with relevant State laws (AB 1826, AB 341, SB 1383)
- Proper set out instructions
- Availability of online resources and WZS technical assistance
- Tips and best practices for effective diversion programs
- Household Hazardous Waste (HHW) disposal information
- Services available at the Mountain View Recycling Center (multi-family only)

Multi-Family and Commercial Sorting Posters

Throughout the Agreement term, Recology will design and distribute posters to multi-family and commercial property managers for on-site use, illustrating the recyclable materials collection program, the compost collection program, and items that must be landfilled at this time (trash collection program.)

These posters are designed to educate program participants on proper sorting and will focus on graphic images. Information will be offered in English, with Spanish and Chinese translations available online.

Multi Family Moving In Guide

Recology can work with property managers to provide guides to inform new residents of services, program options, and acceptable and unacceptable materials in each stream. The guide will also be available for download on Recology's website and can include:

- List of acceptable and unacceptable materials in the recycling and organics programs
- Options for hard-to-recycle items



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- Household Hazardous Waste recycling and/or disposal options
- Bulky item disposal options
- Oversized cardboard disposal options
- Telephone and website information for Recology

Multi-Family Pail Kit & “How To” Guide for Composting

Recology will provide Multi-Family Pail Kits & Composting “How To” Guides to properties commencing composting service. Large complexes will receive a “starter set” of pails and can request more as they run out. For more

The Pail is a small container can fit on a counter or underneath a sink, and features colorful graphics to guide tenants as they collect compostable material.

The “How To” Guide, which is typically included with the Pail, can include such information as:

- List of organics acceptable in the collection program
- List of materials that are not accepted in the organics collection program
- Illustrations and an explanation of proper set-out procedures
- Tips on how to mitigate odors and vectors
- Information on the environmental benefits of composting and relevant State laws (SB1383)

For more information, please see Exhibit 2: Multi-Family Composting Roll-Out Plan.

Optional Internal Containers

Commercial customers will be offered a “starter set” of up to two internal containers through Recology; customers can choose either one blue (recycling) and green (organics) set, or two green containers. Recology will have a total of 2,500 internal containers to distribute at no charge. Recology’s Waste Zero Specialists will offer the internal containers to customers who may benefit during their waste assessments.

Recology will also have a supply of internal containers (cost of purchase not included in proposal) that can be sold at cost to customers that need more than two containers. The intention is to make it easy for customers, such as large restaurants or plazas with multiple businesses, to set up more than two internal containers without depleting the stock of complimentary containers

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Recycling “Buddy Bags”

Recology will also provide recycling totes, or “Buddy Bags,” to Multi-Family customers upon request. Similar in appearance to a reusable shopping bag, the Buddy Bag also features three handles: two handles on top and one on the bottom. This bottom handle allows customers to easily tip the bag into the recycling bin.



The Buddy Bag is split into two compartments, making it easy for residents to keep their containers separate from their paper recycling. Since the Buddy Bag is reusable, it also deters customers from using plastic bags to carry recyclables to the recycling container, thereby helping to minimize contamination in the recycling carts.

The Buddy Bag is also printed with images of the material accepted in the customer’s recycling program, helping customers understand how to divert more material and minimize contamination.

Recology will have a supply of 50,000 Buddy Bags to distribute over the course of the Agreement. Bags will be distributed upon the property manager/owner’s request. Up to one bag per unit would be provided at no cost. For large complexes, Recology will provide a “starter set,” and the property manager/owner would be able to request more as the initial starter set is distributed. For example, a 200-unit complex would receive 75 bags in the starter set, and would be given more upon request as the bags are distributed.

Buddy Bags will also be offered by the Waste Zero Specialist when providing technical assistance to MFDs. Recology will advertise the availability of Buddy Bags and other Waste Zero outreach in the MFD Recycling Guide, as well as online.

Commercial and Multi-Family Mandatory Recycling and Composting Notices

Recology will help the City prepare notices to multi-family complexes and commercial businesses that appear to be out of compliance with the mandatory diversion requirements of SB 1383, AB 341, and/or AB 1826.

Recology can provide subscription level information, driver compliance notes, and waste audit information to help the City determine which customers require additional notices. Recology can also help the City draft content for these notices, explaining:

- Why the customer is not compliant
- The potential consequences for non-compliance
- Steps customers can take to become compliant

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PUBLIC EDUCATION AND TECHNICAL ASSISTANCE PLAN

- The availability of Waste Zero Specialist technical assistance and online resources

Social Media Outreach

In conjunction with its website, Recology will use social media outlets such as Facebook to help educate customers on diversion, new programs, and service announcements. In addition, Recology will use its social media presence to connect directly with customers and community organizations.

Recology uses the Meltwater platform to coordinate social media messaging across various platforms, including Facebook, Instagram, and Twitter. Recology will use these services to curate a balance of content including general and City-specific information to promote proper sorting, service updates, and Waste Zero tips.

Estimated costs for the universal recycling education, outreach, and technical assistance materials are provided in Exhibit 3.

Ongoing Education and Outreach

RMV will submit a Zero Waste Services Public Education Plan to the City of Mountain View by November 30 of each year for the following year. This Public Education Plan will include a schedule for the development and distribution of educational materials, customer notices, media advertisements, and related website enhancements, constituting ongoing outreach for the provision of Zero Waste Services. It will also include a list of community events, presentations, meetings, and other organizational activities in which RMV will participate.

RMV will utilize a variety of methods to convey ongoing service and recycling messages to our customers, including paid advertising, media relations, special events, co-marketing and community sponsorships, reply and opt-in e-mails, and an updated website.

RMV materials used in Zero Waste Services outreach and education will incorporate a heavy use of graphics so people that rely upon languages other than English can easily understand how to properly participate in programs simply by viewing our materials. An emphasis will be placed on recycling and reuse, offering options and resources for donation, reuse and exchange. RMV will rely upon direction from City staff should outreach materials in other languages such as Russian and/or Spanish be required.

Creative and compelling outreach materials will be relied upon on an ongoing basis in order to build excitement and maintain momentum for achieving Zero Waste goals. The ongoing outreach schedule will include:

- ☐ Living website, including educational materials for downloading and link to City website
- ☐ Laminated recycling posters and instructional signage

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- ☐ Targeted materials for business types and specific problems
- ☐ Quarterly e-mail messaging
- ☐ Annual billing insert of City-approved outreach materials

Green Business Certification Audits

Recology Mountain View is familiar with the criteria for qualification as a Certified Green Business in Santa Clara County.

In the course of our provision of technical assistance to businesses, for businesses interested in qualifying for Green Business Certification RMV will provide special assistance in the certification's Waste Management component by reviewing with them the publication *Green Business Certification Readiness*.

The section titled "Waste and Recycling" is a custom waste and recycling audit procedure, reviewing which requirements are already being met and which are not, and will enable RMV and the business management to outline requirements that need action to achieve Green Business Certification.

RMV will provide this special technical assistance at no cost.

Green School Program

Recology sees the future generation as a fundamental partner in maximizing diversion efforts, and is excited to offer a tailored outreach program in local schools.

Recology will partner with the City to implement the School Zero Waste Plan, to be developed in the 2020/2021 school year, per the City Zero Waste Plan. A Waste Zero Specialist will work with administrative and facilities staff members at the district and individual school levels to:

- Partner with City staff to provide technical assistance to implement recycling and compost programs
- Conduct on-site waste audits to identify diversion opportunities from the MSW stream and right-size service levels
- Provide external collection containers and offer recommendations for internal sorting containers.
- Conduct trainings for staff that review accepted and unaccepted materials in each stream as well as tips and best practices for promoting a Zero Waste culture at school
- Create a 5-10 minute training video to help offer consistent training to staff and students

For more information, please see Exhibit 4: School Zero Waste Plan.

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PUBLIC EDUCATION AND TECHNICAL ASSISTANCE PLAN

Roll Out of SB 1383 for School Accounts

Suzanne Morrison, one of Recology's Waste Zero Specialists, would assist all Mountain View Schools in implementing organics service to help them comply with SB 1383.

Suzanne has experience helping establish similar programs at schools in the Los Altos High School District, Los Altos Elementary School District, Fremont High School District, and Cupertino Union School District, as well as a number of private schools. She would offer the services and assistance outlined in Exhibit 4: School Zero Waste Plan, specific to organics implementation.

Prior to establishing the organics program, Suzanne would meet with the Superintendent of the School District and/or a designee to evaluate what type of organic program would meet their needs. This would include establishing:

- Containers needs for the cafeteria and outside lunch areas
- Container needs for any internal meeting area of offices (such as the teacher's lounge, food concession stands for special events, assemblies, etc.)
- The type and placement Recology organic collection containers
- Beverage draining station for disposed liquids
- A point of contact at each school for service issues and contamination concerns (Recology recommends a school staff person, and not a parent or school club program)
- The optimal types of educational materials for the schools to use to promote the organics program. This could include an information video to play in classrooms, or an assembly conducted by the Recology Waste Zero Team.

Mountain View Recycles! Poster Contest

The Mountain View Recycles! Poster Contest is an opportunity for students to express their creativity while reinforcing the importance of recycling.

The contest would be open to all local students in public or private schools, from Kindergarten through 12th grade. Posters would contain the student's original artwork and highlight recycling, waste reduction efforts, or other environmental issues such as water or air pollution. The winning poster could be depicted on the side of Recology's collection vehicles.

Zero Waste Events and Venues program

Community events are the cornerstone of the Mountain View community – from the large events like the Art and Wine Festival to the local Arbor Day celebration in the park.

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PUBLIC EDUCATION AND TECHNICAL ASSISTANCE PLAN

Special events are also an opportunity to connect with the community and model Zero Waste best practices. During the new contract term, Recology will conduct a **Zero Waste Event Program**. Services provided under the program will be tailored to the type of event, and could include:

- **Event collection stations**, featuring receptacles for each material stream. For more information, please see Exhibit 5: Special Events Clearstream Guide.
- **Containers for each material stream** (solid waste, recycling, and organics) that are clearly marked.
- **Technical Assistance** to help staff at events optimize diversion.
- **Signage** to help event staff and attendees properly sort material.
- **Public education booths**, featuring educational material (such as brochures and flyers), as well as giveaways and games designed to educate customers on source separation.
- **Reports** on the outcome of the event services, including the number of collection stations at the event, the number of collection monitors, the tonnage or volume of the material collected (by stream), and a description of the educational material distributed.

Prior to an event, Recology will provide organizers information on the requirements to achieve a Zero Waste event, addressing best practices and City regulations. This will include proactively reaching out to offer technical assistance to the organizers of major annual events including Art and Wine, Art a la Carte, Silicon Valley Irish Fleadh, Oktoberfest, and German Holiday Market.

A Waste Zero Specialist will work with the organizers of major events to develop a Zero Waste event plan which could include:

- Training for event staff and waste sorting/disposal team.
- Recommended number of event collection stations and map of their placements.
- Number of collection station monitors required to aid in event sorting. Event organizers can provide their own volunteers, or reach out to local organizations such as the schools (for students interested in earning service hours), Boy Scouts of America, or local work centers to hire monitors.
- Planned method of sorting and sorting material including contact information for day-of event lead.
- Zero Waste Event Guide that also reviews the event's specific plan.

For events that are not hosted or primarily funded by the City, Recology will offer these services to the event organizer for an established rate.

More information is provided in Exhibit 6: Zero Waste Event Program & Tabling Services.

Exhibit 1:

Best Practices in Contamination Monitoring

How does Recology monitor contamination?

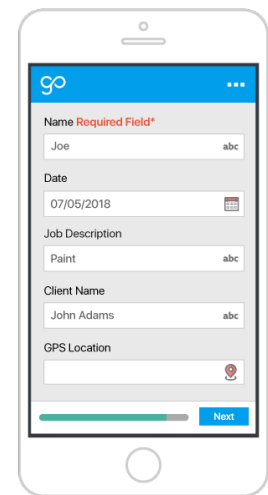
Recology uses a mobile app-building software platform to facilitate [Waste Stream Analysis](#) activities at commercial and multi-family customer sites.

How does it work?

The app allows trained [Recology Waste Zero Specialists](#) to gather data on program participation at customer sites (curbside cart and container assessments).

The form allows Waste Zero Specialists to record data such as customer of origin, primary contaminants, diversion opportunities (such as recyclables or organics in the waste stream, and overall cart or container quality. Photos can be taken directly with the mobile device and integrated into a report summarizing the audit results.

Specifically at the customer site, the form allows Waste Zero Specialists to capture data and photos related to material quality and diversion potential directly from the cart or container. A report can be shared directly with the customer to communicate potential issues, improve program participation, educate customers on proper sorting habits, and identify opportunities for further diversion.



How is this information used?

Results of the audits can be provided as [PDF report to individual customers](#), serving as educational tools to help communicate issues and improve program participation. Recology's goal is to reduce contamination and improving landfill diversion at the individual customer-level.

In addition, the data can be synthesized into a [Monthly Contamination Report](#) for each of Recology's franchises. These reports include a presentation of monthly metrics related to presence of contaminants, underperforming routes or regions, and overall load score. Recology has also developed an integrated metrics dashboard where historic data can be accessed to view trends and patterns of customer behavior.



Sample Customer Report



Recycling Contamination Audit

Recology

12/12/2019

10:17 AM

Account Details

Customer Address

City

Response

Recommendation

1st Audit

Contact for Guidance

Audit Details

Audit Result

UNACCEPTABLE

% Total Contamination

23

% Organics Contamination

15

% Trash Contamination

8

Overall % Full

80

Service Schedule

Wednesday

- ☐ Film / Loose Plastic Bags
- ☒ Food / Liquid / Soiled Recyclables
- ☒ Wrappers / Non-Recyclable Packaging
- ☐ Paper Towels / Tissues
- ☐ Unknown Contents (in Colored / Opaque Bags)
- ☐ Other - See Notes

Photos



Pizza box



Wrappers





Sample Customer Report



Commercial Recycling Audit Form

Recology

01/20/2019

01:09 PM

Account Details

Customer Name

Customer Address

Customer ID

City

Response

12345

1st Audit

Audit Details

Audit Result

UNACCEPTABLE

% Total Contamination

20

% Organics Contaminaiton

% Trash Contamination

20

Recommendation

Contact for Guidance

Receptacles Audited

Container(s) - 8 Yd

Overall % Full

50

Service Schedule

Monday

- ☒ Film / Loose Plastic Bags
- ☒ Food / Liquid / Soiled Recyclables
- ☒ Wrappers / Non-Recyclable Packaging
- ☐ Paper Towels / Tissues
- ☐ Wax Cardboard
- ☐ Latex Gloves
- ☒ Unknown Contents (in Colored / Opaque Bags)
- ☐ Other - See Notes

Photos





Sample Customer Report



Commercial Recycling Audit Form

Recology

01/14/2019

09:50 AM

Account Details

Customer Name

Customer Address

Customer ID

City

Response

12345

1st Audit

Audit Details

Audit Result

UNACCEPTABLE

% Total Contamination

20

% Organics Contaminaiton

% Trash Contamination

20

Recommendation

Contact for Guidance

Receptacles Audited

Container(s) - 2 Yd

Overall % Full

65

Service Schedule

Tuesday

- ☐ Film / Loose Plastic Bags
 - ☐ Food / Liquid / Soiled Recyclables
 - ☒ Wrappers / Non-Recyclable Packaging
 - ☐ Paper Towels / Tissues
 - ☐ Wax Cardboard
 - ☐ Latex Gloves
 - ☐ Unknown Contents (in Colored / Opaque Bags)
 - ☒ Other - See Notes
- Other (Description)
Styrofoam

Photos



Exhibit 2: Multi-Family Composting Roll-Out Plan

Multi Family Roll Out Plan for Compliance with SB1383

State Bill (SB) 1383, currently in draft form, will require multi-family developments (MFDs) with five or more dwelling units to reduce organics waste to meet statewide organics waste disposal reduction targets. “Organic waste” means solid wastes containing material originated from living organisms and their metabolic waste products. This includes green waste, as well as food scraps and food soiled paper.

In Mountain View, MFDs with 5+ units can gain compliance by subscribing to compost service to collect food scraps and food soiled paper in addition to green waste. Similar to the robust multi-family recycling program, compost containers at MFD properties will be shared by tenants, and the property owner/management will be responsible for the day-to-day management of the program.

Description of Pilot

Since October of 2018, Recology has been working closely with City of Mountain View (City) staff to pilot an MFD Compost Program. The program has been implemented at 13 MFD locations, which range in size from eight to 302 units and represent diverse socioeconomic populations.

Each implementation was accompanied by extensive outreach that introduced the program, explained its importance, and helped residents understand how to participate. This was followed by regular container checks to assess program participation and identify contamination trends. Through this effort, Recology and City staff identified best practices and that could be applied to a citywide rollout.

Scope of Implementation

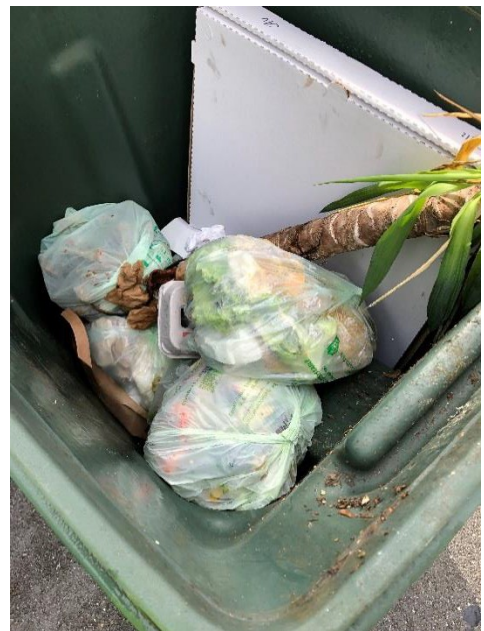
Recology identified 601 Multi-family accounts that have 5 or more units. Of these accounts:

- 13 have had compost service implemented through the pilot program
- 175 subscribe to yard trimmings only organics service
- 413 do not subscribe to any organics service

Proposed Implementation of MFDs with Organics Service for Yard Trimmings Only

There are 175 MFD accounts with more than five units that have yard trimming service. To comply with SB 1383, their organics service will need to be expanded to include food scraps and food soiled paper.

All MFD yard trimmings carts are currently collected by the same residential organics routes that collect single family development (SFD) compost carts (formerly yard trimmings carts).



A compost cart full of clean material at a 302 Unit Pilot Location

Exhibit 2: Multi-Family Composting Roll-Out Plan

In July of 2017, the single-family organics program was expanded to accept food scraps and food soiled paper in addition to yard trimmings. Because of this, similarly expanding the organics service at these 175 MFDs is not expected to impact routing. Recology will be able to continue servicing them with the established residential organics routes.

To maximize efficiency, Recology proposes that these 175 accounts are converted to compost (organics collection expanded to accept food scraps and food soiled paper) in one large initiative. Recology's goal is to conduct all conversions between October 2021 and December 2021. By doing so, MFD compliance with SB 1383 will be at least 31% at the beginning of the new proposed agreement.

To achieve an efficient and high-quality implementation, Recology proposes the following general process be used to convert MFDs with yard trimmings service to compost service:

Step 1: Send a notice letter to all subjects

This letter could include:

- Information on the relevant State law(s)
- Basics of the program such as what is and is not accepted in the compost, and proper set out instructions
- Description of technical assistance available to property owners/managers and examples of outreach materials available to educate residents
- Phone and website information for Recology
- Instruction to contact Recology as soon as possible to schedule an onsite meeting with a Waste Zero Specialist (WZS)

Step 2: Customers call in to Recology Customer Service

- A Customer Service Representative takes the call and refers the customer to a Waste Zero Specialist.
- A Waste Zero Specialist contacts the customer to discuss logistics and schedule an onsite meeting

Step 3: WZS Meets Onsite with Customer

- A WZS meets onsite with the customer and/or other appropriate contact (such as community manager or facilities manager)
- The WZS discusses logistics, answers questions, and provides outreach material (see outreach material section for detail) for the customer to distribute to residents
- The WZS conducts a waste audit utilizing GoCanvas
- The WZS takes note of any containers that need repair or replacement and any issues that require a supervisor's attention

Step 4: Implementing Service

- The WZS follows up with the customer which includes sending them results of the waste audit

Exhibit 2: Multi-Family Composting Roll-Out Plan

- If not provided during onsite meeting, a WZS delivers outreach material
- The existing brown yard trimmings carts are replaced with new green compost carts, clearly labeled with accepted and unaccepted materials.
- The customer distributes outreach material to residents

Step 5: Monitoring

- Within a month of implementation, a WZS will check the compost container(s) and follow up with the customer on any issues.
- The Waste Zero and Operations team will check in regularly with compost drivers to review accounts that need technical assistance or service changes.

Step 6: Communication to Noncompliant Accounts

- At approximately the midpoint of the implementation process, the Waste Zero team will review all accounts that have not yet contacted Recology to schedule an onsite meeting.
- Recology will contact each of these customers again to notify them. The customers will be advised that if they do not contact Recology before a date agreed upon by Recology and City staff, action will be taken.
- The action taken will be either an automatic implementation of compost service or a referral to City staff, depending on the City's preference

Proposed Implementation of MFDs with No Organics Service

There are 413 MFD accounts with 5+ units that do not subscribe to any organics service. To comply with SB 1383, each of these accounts will need to add compost service. These accounts will require more extensive technical assistance and operations involvement as they do not have any organics containers or service in place. They also tend to be larger and require more technical assistance.

Recology will evaluate each account individually to determine:

- How many of what type of compost container will be necessary (standard will be 64gallon carts but a front load compost bin may be appropriate for a small number of large complexes)
- How the containers will be serviced (curbside or drive in) and where the collection location will be.
- Appropriate route and service day for collecting the containers
- Any other details of collection

To estimate the amount of time needed to achieve a high quality, tailored implementation at each of these accounts, MFDs were sorted into categories based on how many units they have and estimated work hours per account were assigned to each category. Work hours refers to the number of hours a Waste Zero Specialist or other Recology team member will need to dedicate to the individual account from the beginning to the end of implementation.

Exhibit 2: Multi-Family Composting Roll-Out Plan

Range of Units	Number of MFDs	Estimated Hours Per Account	Estimated Hours for All Accounts
5-25 Units	251	8	2008
26-50 Units	66	12	792
51-100 Units	47	16	752
101-150 Units	22	20	440
151-200 Units	12	24	288
200+ Units	15	28	420
Total Hours			4700

Assuming 2080 work hours in a year, Recology is confident that within two and a half years these accounts will all have robust compost programs in place.

In order to maximize diversion, the Waste Zero team will target the highest generating accounts first. (See attachment of top 200) Recology proposes the following general process be used:

Step 1: Send a Notice Letter to all Subjects

This letter will include:

- Information on the relevant State law(s)
- Basics of the program such as what is and is not accepted in the compost, and proper set out instructions
- Description of technical assistance available to property owners/managers and examples of outreach materials available to educate residents
- Phone and website information for Recology
- Instruction to contact Recology as soon as possible to schedule an onsite meeting with a Waste Zero Specialist (WZS)

Step 2: Customers call in to Recology Customer Service

- A Customer Service Representative takes the call and refers the customer to a Waste Zero Specialist.
- A Waste Zero Specialist contacts the customer to discuss logistics and schedule an onsite meeting. WZS also sends the customer a brief survey.
- Customer fills out survey which will address topics including
- How many units, what percentage (if any) are corporate leases
- If there is on-site property management
- If there is an on-site communal area
- If there is an employee or resident that pulls recycling or trash containers out

Exhibit 2: Multi-Family Composting Roll-Out Plan

- Any other information about the property that would be helpful for a smooth compost implementation

Step 3: WZS Meets Onsite with Customer

- A WZS meets onsite with the customer and/or other appropriate contact (such as community manager or facilities manager)
- The WZS discusses logistics, answers questions, and provides outreach material (see outreach material section for detail) for the customer to distribute to residents
- The WZS conducts a waste audit utilizing GoCanvas
- The WZS takes note of any containers that need repair or replacement and any issues that require a supervisor's attention

Step 4: Service Recommendations

- WZS makes a recommendation for compost service
- An Operations Supervisor reviews the recommendation and addresses any issues

Step 4: Implementing Service

- The WZS follows up with the customer, which includes sending them results of the waste audit and finalizing compost service levels
- If not provided during onsite meeting, a WZS delivers outreach material
- The customer distributes outreach material to residents

Step 5: Monitoring

- Within a month of implementation, a WZS will check the compost container(s) and follow up with the customer on any issues.
- The Waste Zero and Operations team will check in regularly with compost drivers to review accounts that need technical assistance or service changes.

Outreach Material

Every multi-family development that a Waste Zero Specialist works with will be offered a variety of helpful resources as described in (the main proposal outreach section). Recology recognizes that any customer interaction is an opportunity to improve diversion in all streams, so during the compost implementation process every site visit will also include a review of recycling and helpful services available to Mountain View residents.

When implementing compost, customers will be given compost pails and "How To" guides to distribute to residents. These materials will encourage residents to participate in the new program and educate them on proper sorting.

Exhibit 2: Multi-Family Composting Roll-Out Plan

The compost pails are sturdy, 3-gallon containers that are dishwasher safe. They are clearly labeled with images of materials accepted for compost. Each pail will be paired with a “How To” guide (also available online) that will include:

- List of organics acceptable in the collection program
- List of materials that are not accepted in the organics collection program
- Illustrations and an explanation of proper set-out procedures
- Tips on how to mitigate odors and vectors
- Information on the environmental benefits of composting and relevant State laws (SB1383)

Pails, “How To” guides and any other requested outreach will be hand delivered by a Waste Zero Specialist. Based on best practices identified during the pilot program, the Waste Zero team will use these general guidelines for pail deliveries:

- Large properties will receive a “starter set” of pails and can request more if they run out. This avoids delivering large amounts of pails that will need to be stored and may not get used.
- If an MFD has a common area such as a leasing office or club house, pails will be delivered there for interested residents to pick up
- If an MFD is small (5-15 units) and does not have a common area, a Waste Zero Specialist can deliver pails door-to-door.
- If an MFD is large and does not have a common area, property management will need to arrange a pick-up location for residents. This could be their local property management office, or they can arrange to have residents pick pail kits up from the Mountain View Recycling Center.
- Residents are instructed to leave their kitchen pails behind for the next tenant if they move



Pail Kits Ready for pick up in a common area

Exhibit 3: Outreach Cost Estimates				
Budget Item	Outreach Type	Details	Cost Details	Total Cost
Recycle Buddy Bags	MFD	Recyle Buddy Bags-50,000 Hand Delivered	50,000 @ \$1.20/bag \$1,000 printing plate/mold charge \$800 delivery charge for 500 cartons/100bags/carton	\$51,800
Multi Family food scraps Pails	MFD	3 gallon container, 50,000 hand delivered	\$7/each (\$6 per pail, \$0.55 sales tax and \$0.45 shipping)	\$350,000
Internal containers- 500	Commercial	23 gallon green "slim jim" containers- 1,000, hand delivered 13 gallon green containers- 500, hand delivered 23 gallon blue "slim jm" containers- 500, hand delivered 13 gallon blue containers- 500, hand delivered	\$49635 for 1500 @ \$33.09/each, 4/case \$8064 for 1008 @ \$8.00/each, 12/case \$26163 for 700 @ \$33.09/each, 4/case \$4032 for 504 @ \$8.00/each, 12/case	\$87,894.00
Commercial Service Guide	Commercial	11x17" Tri-fold brochure- 3,000 Hand delivered	\$1300 for Printing \$360 for Artwork	\$1,660.00
MFD Service Guide	MFD	11x17" Tri-fold brochure- 1500 Hand delivered	\$882 Printing \$360 for Artwork	\$1,242.00
MFD Food Scraps Guide	MFD	11x17" folded brochure- 40,000 Hand delivered	\$42733 for Printing \$360 for Artwork	\$42,733.00
MFD Moving In/Out Guide	MFD	8.5x11" flyer- 20,000 Hand delivered	\$1250 for Printing \$450 for Artwork	\$1,700.00
MFD Sorting Posters/enclosure posters	MFD	11x17" poster- 2000 each compost, recycling, trash (6000 total) Hand	\$4501 for Printing	\$4,501.00
Commercial Sorting Posters	Commercial	8.5x11" poster- 2000 each compost, recycling, trash (6000 total)	\$4501 for Printing	\$4,501.00
Commercial Enclosure Poster/Restaurant Sorting Guide	Commercial	11x17" Poster- 2,000 Hand delivered	Printing- \$574.64 \$0 for Artwork (Completed)	\$574.64
MFD Mandatory Organics Notice	MFD	8.5x11" double sided flyer 1500 Mailed	\$435 for Printing \$270 for Artwork \$1107 for Direct Mail Service	\$1,812
MFD Mandatory Yard Waste Conversion to Compost Notice	Commercial	8.5x11" double sided flyer 500 Mailed	\$145 for Printing \$270 for Artwork \$554 for Direct Mail Service	\$969.00
Commercial Mandatory Organics Notice	Commercial	8.5x11" double sided flyer 1500 Mailed	\$350 for Printing \$270 for Artwork \$900 for Direct Mail Service	\$1,520
Special Event Posters	Special Event	11x17" Poster 60 each compost, recycling, trash (180 total)	\$110 for Printing \$360 for Artwork	\$470
School Internal Containers	Schools	44 Gallon containers Blue, Green and Grey- 300 Hand Delivered	\$4700 for 100 Green @ \$47/each \$4700 for 100 Blue @ \$47/each \$4700 for 100 Grey @ \$47/each	\$14,100
Blue lids for School Recycling Containers	Schools	44 Gallon Blue lid 100 Hand Delivered	\$1400 for 100 @ \$14/each	\$1,400
School Liquid Buckets	Schools	5 gallon bucket 100 Hand delivered	\$505 for 100 @ \$5.05/each	\$500.00
Poster Frames	Schools	Metal frame for 11x17" Poster 100 Hand Delivered	\$3000 for 15 Cases @ \$200/case 20 frames/case	\$3,000
Trash Pickers	Schools	32" Standard Trash Picker 230 Hand Delivered	\$4600 for 230 @ \$20/each	\$4,600
School Sorting Posters	Schools	11x17" School Sorting Posters 500 Hand Delivered	\$300 for printing	\$300
Break Room, Office, Cafeteria Slim Jims	Schools	23 gallon green "slim jim" containers, 52 Hand Delivered 23 gallon blue "slim jim" containers, 100 Hand Delivered	\$1720.68 for 52 @ \$33.09/each, 4/case \$3309 for 100 @ \$33.09/each, 4/case	\$5,029.68
School Classroom Posters	Schools	8.5x11" Poster, 1500 each Compost, trash, recycle (4500 total)Hand D	\$3375 for printing	\$3,375
Food Scraps Pail	Single Family	3 gallon container, 10,000 hand delivered	\$7/each (\$6 per pail, \$0.55 sales tax and \$0.45 shipping)	\$70,000

Exhibit 4: School Zero Waste Plan

School Zero Waste Plan

Recology's Waste Zero Team will partner with the City staff to implement an education and waste diversion program for Mountain View schools. The overall goal is to use proper sorting to divert waste from the trash into the other two waste streams (recycling and organics) and promote a Zero Waste culture.

This attachment outlines a proposal for a program which can be adapted given input from City staff.

Recology proposes the following process for implementing this program.

Step 1: Stakeholder Approval

- Introduce Zero Waste program to the appropriate contacts within the targeted school district or private school.
- Review relevant State laws and the environmental benefit of increasing diversion.
- Highlight potential cost savings if significant diversion is achieved.
- Discuss logistics and hear suggestions.

Step 2: Identify School Leads

- Identify a staff member for each school that will serve as the onsite Zero Waste Champion and point person for the school's program.
- If there is a Green Team or similar club on campus, connect with the club advisor (school staff member) to discuss their involvement. The Green Team club advisor is often a good fit for the campus Zero Waste Champion.

Step 3: School Assessment

- Conduct a waste audit to look at both the external Recology serviced containers and internal bins to see how much waste is being generated on a weekly basis.
- Conduct observation during lunch/snack time to see how items are being disposed of.
- Review internal containers to assess gap areas.
- Meet with janitorial team to review logistics and hear suggestions.

Step 4: Review Assessment Findings

- Present findings from each school to district (for public schools) and school contacts.
- Make recommendations regarding internal containers and program logistics.

Step 5: Purchasing Internal Bins

- District or other appropriate contact purchases internal containers for classrooms, offices, and lunch areas. Containers may be purchased at cost through Recology.

Step 6: Implementing Program

- Train janitorial and cafeteria staff



- Depending on the size of the school, conduct an assembly for all students and teachers to learn how to properly sort between the three waste streams.
- If there is a Green Team, consider having members go classroom-to-classroom to educate.
- Implement new classroom, office and lunch area containers. Ensure that all containers have appropriate signage.
- Start any new or adjusted Recology hauling services (adding compost, increasing recycling, etc.)



Step 7: Monitoring

- Have onsite Zero Waste Champion coordinate student and/or school staff volunteers monitor waste sorting stations during lunch/snack time.
- Continue student monitoring for as long as necessary to reduce sorting mistakes, at least two months.
- Check in with administrative staff and janitorial team to review any issues.

Step 8: Diversion Assessment

- Conduct a follow up waste audit within a month of implementation to calculate diversion and provide feedback on the program.
- Reassess service levels if necessary.

Step 9: Program Maintenance

- Have the onsite Zero Waste Champion continue to utilize student waste station monitors as needed to address contamination. If possible, expand to all lunchtimes as a typical task.
- Reintroduce the sorting program to students and staff at least every new school year. Recology will produce a 5-10 minute instructional sorting video that can be reused as needed.
- Recology Waste Zero Specialists will continue to provide technical assistance on an as-needed basis.

Public Schools: A District-Wide Approach

There are two public school districts in Mountain View. Mountain View Whisman School District (MVWSD) and Mountain View Los Altos School District (MVLA.) Recology recommends a top-down approach, working with each district to create a general program can be applied at each school. Schools in the same district often share resources and staffing. A top down approach ensures that the district can anticipate the staff time and purchasing needs across every school for an equal and consistent approach.

Private Schools: A Case-by-Case Approach

Private schools operate independently and have unique needs. Therefore, Recology proposes to adapt and apply the outlined process to each private school individually. The Waste Zero Team will focus on targeting the highest generating accounts with the most diversion potential, and expand from there.

Exhibit 5 - MOUNTAIN VIEW SPECIAL EVENT RECYCLING

RECYCLE

Empty Bottles & Cans Only



NO 

COMPOST

Food Scraps & Food-Soiled Paper



NO 

TRASH

Everything Else, Mostly Plastics

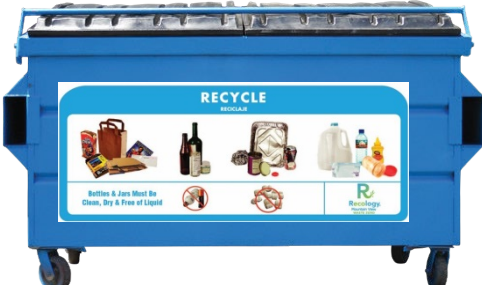


NO 



RECYCLE

↓



RECYCLE



COMPOST

↓



COMPOST



TRASH ONLY

↓



GARBAGE



CARDBOARD ONLY

Every Clearstream needs the right lid, bag, and sign. The sign frame fits into slots on the metal Clearstream frame.

Set Clearstreams up in sets of three. They must be in the order recycling-compost-trash.

There are bins (dumpsters) for recycling, compost, trash, and cardboard. Make sure the correct material goes into each bin.



Mountain View Special Event Recycling

Special Event recycling is required by State law because it helps us divert waste from the land-fill. It takes less than a minute to set up each frame. Thank you for helping our community to recycle.

We use the Clearstream system to make it easy to recycle and compost correctly. Each Clearstream needs a metal frame, plastic lid, and a sign.

Using Clearstreams

- Place Clearstreams in sets of three— one recycle, one compost, one trash. They must be in the order recycling-compost-trash. NEVER put a recycle or compost container by itself.

If necessary, it is okay to place just a trash Clearstream on side streets near exits.

- Every Clearstream must have the correct lid and sign. Trash is grey/black, recycle is blue, and compost is green.
- Every Clearstream must be lined with the correct bag. Trash bags say “Trash Only”, recycling bags say “Recycle”, and compost bags are clear.

If you run out of printed bags, use clear bags for everything

- Cardboard must be flattened and placed in the cardboard bin.
- Set Clearstreams up according to approved event map

If no map, place sets at intersection corners and near eating areas. Do not place them randomly or mid-block. Be consistent to help customers find them.

- Lining Clearstreams with the correct bags makes it easy to tell what bags go in what bins, If you need to use all clear bags, pick up one commodity at a time to avoid confusion. So do a pass picking up all recycling, dump that, pick up all compost, dump that, etc.
- Cardboard event boxes may only be used for trash by the restrooms

Other Requirements

- City trash cans must be covered . These cans cannot be used for special event waste.
- Bins (dumpsters) must be locked at the end of the day
- All supplies must be returned neatly to the container they were delivered in.

Reciclaje de eventos especiales en Mountain View

Reciclaje para eventos especiales es requerido por la ley estatal porque nos ayuda desviar residuos de basureros. Cada bastidor toma menos de un minute para instalar. Gracias por ayudar a nuestra comunidad a reciclar.

Usamos el sistema de Clearstreams porque hace facil reciclar y compostar correctamente. Cada Clearstream necesita una tapa y cartelera acompañado .

Usando Clearstreams

- Colocar Clearstreams en conjuntos de tres– uno de reciclaje, uno de compost, y una de basura. Necesitan estar en el orden reciclaje-compost-basura. NUNCA coloque uno de reciclaje o abono solamente.
- Si es necesario, puedes poner una basura por si mismo cerca de las salidas
- Cada Clearstream necesita la tapa y cartelera correcto. Basura es negro/gris, reciclaje es azul, y compost es verde.
- Cada Clearstream necesita tener la bolsa correcta. Bolsas de basura dicen “Trash only”, bolsas de reciclaje dicen “Recycle”, y bolsas de compost son transparentes.

Si te quedas sin bolsas de basura o reciclaje, usa bolsas transparentes para todo.

- Usando las bolsas correctas hace fácil saber cuales bolsas van en cuales cajas (los dumpsters). Si necesitas usar bolsas transparentes para todo, recoge un material a la vez para evitar confusión. Entonces recoge todo el reciclaje, ponlo en la caja, recoge todo el compost, ponlo en la caja, etc.
- Cartón necesita ser aplanado y puesto en la caja de cartón.
- Coloquen los Clearstreams de acuerdo a la mapa aprobado para el evento.
- Si no hay mapa, pon conjuntos de Clearstreams en las intersecciones y cerca de zonas de comer. No los pongas al azar o en el medio del bloque. Se consistente para ayudar a los clientes a encontrarlos.
- Cajas de cartón para eventos solo pueden ser usado cerca de los baños/estaciones para lavando manos

Otros requisitos

- Los botes de basura de la ciudad necesitan ser cubiertos. Estos botes no pueden ser usados para desechos de eventos especiales.
- Las cajas (dumpsters) necesitan ser bloqueados al final del día.
- Todo necesita ser devuelto cuidadosamente.

Exhibit 6: Zero Waste Event Program & Tabling Services

Zero Waste Event Program

Technical Assistance for Zero Waste Events

Recology believes special events create an opportunity to connect with the community and model Zero Waste best practices. To help the City's special events increase diversion and minimize waste, Recology will conduct a Zero Waste Event Program, featuring special event diversion services tailored to the event type.

The large annual festivals in the City that will receive these services are:

- Art a la Carte (May)
- Irish Fleadh (May)
- Art and Wine Festival (September)
- Oktoberfest (October)
- German Holiday Market (December)

Large festivals require technical assistance from the very beginning to help organizers understand Zero Waste event requirements. Recology has experience with large events and has established relationships with regular local organizers.

In partnership with City staff, Recology will develop a Zero Waste Guide for Events for event organizers. Content may include:

- **Applicable local laws:** City requirements such as the Polystyrene Foam Food Container Ordinance and the Reusable Bag Ordinance.
- **Ordering Service:** Steps for ordering special event trash, recycling, and compost hauling service in addition to signage and event containers through Recology.
- **Zero Waste Sorting Stations:** Color-coded sorting stations where customers can properly sort and dispose of their material, similar to the station depicted here. Recology will also provide suggestions on where to locate event sorting stations to optimize diversion, and will outline requirements for proper station set up (such as colocation of containers and proper signage).
- **Material Monitoring, Sorting, and Porting:** Best practices for event volunteers and/or workers to monitor sort stations, sort out contamination, and port material to collection containers.
- **Zero Waste Purchasing:** Information on how to plan food ware purchasing and distribution to prevent waste, and suggestions for encouraging reusable products.
- **Working with Vendors:** Recommendations for educating vendors and integrating Zero Waste requirements into vendor contracts.
- **Post Event:** Requirements for leaving event area clean, collection containers locked, and packing up zero waste sorting stations.



In addition to the published general guide, large events will receive tailored support from a Waste

Zero Specialist. Recology recommends the following general process:

Prior to the event

- Proactively reach out to major event organizers to share updated information, such as the Zero Waste Guide for Events.
- If required by the City of Mountain view, assist event organizers with creating a Zero Waste Event Plan, which they would submit to City staff. A Zero Waste Event Plan may include:
 - Requested amount of compost, recycling and trash service
 - Requested amount of waste sorting stations
 - Event map with planned location of waste sorting stations
 - Plan for who will be setting up waste sorting stations day-of
 - Plan for who will be monitoring waste sorting stations throughout the event and addressing contamination
 - Plan for who will be changing out waste sorting station bags and porting material to the compost, recycling and trash collection containers
 - Contact information for the person(s) that will be managing the recycling, compost and trash day-of
- If applicable, Discuss Zero Waste Event Plan at the pre-event meeting with City staff and event organizers, follow up with any outstanding issues.
- Prepare Zero Waste sorting station materials.
- Provide event organizer with a sorting station guide to share with volunteers/workers, as depicted in the example here:



Day of the Event

- Connect with event organizer and if possible, provide training to the waste sorting/porting team.
- Walk the event to verify that sorting stations are set up and being used appropriately.
- Communicate any urgent issues to the day-of contact.

After the Event

- Check the contents of each collection container and take pictures.
- Document how full each container was and if there was contamination.
- Verify that collection containers were left locked, the area is clean, and sorting station materials are packed up.
- Communicate feedback to event organizer.
- Report volume of each material stream to City staff, including tonnage if the collection container was a debris box. Report any notable contamination issues.

- Document notes to reference when planning for the same event next year.

Special Event Tabling Services

Mountain View's large festivals are balanced out with smaller community events, often organized by the City of Mountain View. These events do not require as much technical assistance, since they are smaller in scale, do not require special event collection services, and are managed by experienced City staff.

Recology proposes that the Waste Zero Team outreach at these events continues to focus on connecting directly with community residents through event tabling. If more technical assistance is requested, Recology can also provide that.

The Waste Zero Team will host an educational table at the following regular events, and will be available to table at additional events as requested by City staff.

- Arbor Day (April)
- Earth Day (April)
- Spring Parade (April)
- Thursday Night Live (July-August)

The educational table will include items such as:

- Up to date information about programs and services for single family and multi-family residents, in multiple languages whenever possible.
- Printed informational flyers and brochures (paired with encouragement to save paper and view the materials online!)
- Information about City-wide zero waste goals and progress.
- Giveaway items that are either made with recycled materials (such as recycled money pencils) or promote a Zero Waste concept (such as a reusable utensil set.)
- Games designed to educate event attendees on proper sorting.



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Introduction

Recology Mountain View (Recology) and its parent corporation, Recology Inc., have decades of experience facilitating collection program transitions and implementing new contracts. With any implementation, Recology seeks to minimize customer impact and provide comprehensive outreach and education to help customers engage with their new programs.

Recology's transition management team includes the following individuals:

- John Zirelli, Recology Mountain View General Manager
- Frank Hunter, Recology Mountain View District Manager
- Mark Gray, Recology Mountain View District Manager
- Raquel Andrade, Recology Mountain View Supervisor
- Melinda Harris, Recology Mountain View/South Bay Customer Service Manager
- Waste Zero Diversion Specialist, Jocelyn Baird
- Waste Zero Diversion Specialist, to be determined
- Waste Auditor, to be determined
- Mario Puccinelli, Group Manager, Recology South Region

During the transition period, this team will meet on a regular basis with City staff to ensure implementation goals are met. Key implementation elements include:

- Customer Service and Driver Training
- Vehicle and Cart Procurement
- Cart Distribution

Customer Service Training

Beginning in 2021, Recology's Customer Service Specialists (CSS) will receive monthly training on all the new City-specific collection programs and service requirements applicable in Mountain View. Training documents and collateral will include:

- City-specific collection service and rate information summary
- Training agenda
- Associated documentation

This training documentation will also be provided to the City prior to each training session, giving City staff the opportunity to review the training materials and provide input.

Recology will provide the City the date and time of each scheduled CSS training session. City staff will be welcome to attend and contribute to these training sessions.

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Driver Training

The new contract will use existing Recology employees for the current routes and three (3) new drivers to provide the new collection services. New drivers may be experienced Recology employees from other operating companies, or new hires who will complete Recology's training program. Mark Gray, Recology's in-house Smith System trainer, will review and approve new drivers' preparedness.

Drivers will be provided the following Safety Training Topics at the following frequencies. These are baseline topics as required by Cal/OSHA and Recology:

	Upon Hire	Annually	As Needed
Orientation	X		
Safety/Work Rules	X		X
Operating Procedures	X		X
Site Emergency Procedures	X		X
Hazard Recognition	X		X
Use of Assigned PPE	X		X
CMV Driver Substance Abuse	X		
Seat Belt Use	X	X	
Confined Space Entry	X	X	
Lockout/Tag Out Use	X		X
Blood Borne Pathogen Exposure	X	X	
Heat Stress Management	X	X	
Crane, Hoist and Sling Use	X		

Training is provided by Recology's Regional Safety Manager, who must sign off that any new employees have passed all subjects. Below is an example Employee Training Record Form:



Employee Training Record

(name of employee)

(employee number)

(company name)

(job title)

DATE	HOURS	SUBJECT (frequency)	INSTRUCTOR INITIALS	EMPLOYEE INITIALS
		Employee Orientation (1)		
		Review Safety Work Rules (1)(3)		
		Operating Procedures (1)(3)		
		Review of Emergency Procedures (1)(3)		
		Hazard Recognition Right-to-Know (1)(3)		
		Use of Assigned PPE (1)(3)		
		Recology Substance Abuse Program (1)		
		Seat Belt Use (1)(2)		
		Confined Space Entry (1)(2)		
		Lockout/Tagout (1)(3)		
		Bloodborne Pathogen Program (1)(2)		
		Heat Stress Management (1)(2)		
		Hearing Protection Program (1)(2)		
		Crane, Hoist and Sling Use (1)(3)		

Frequency of Training: (1) At initial placement; (2) Annual retraining; (3) Training repeated as necessary to maintain skills and /or certification.

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Vehicle and Cart Procurement

Recology centralizes vehicle and equipment procurement at the corporate level. Recology's Vice President for Equipment Procurement & Maintenance will work directly with local management to procure new residential, MFD and commercial vehicles.

Collection vehicles for the new programs will be ordered after the new contract between Recology and the City is executed. Currently, collection vehicle delivery is approximately 10-12 months from the order date. The new programs will be serviced with existing trucks until the new renewable diesel-fueled trucks arrive.

Cart manufacturing requires one to two months from the date of order, due to the large number of carts required. Recology has Toter's assurance that all the required carts will be available and delivered based on the implementation schedule for Years 1-3.

Cart Distribution

A purchase order for carts will be placed during the first quarter of the years 2022, 2023 and 2024. Carts will be ready to ship no later than one month prior to the implementation cart exchange roll out. Recology will use Toter personnel and delivery equipment to deliver all carts.

Mountain View Recycling Center

Recology will continue to operate the Recycling Center located at 935 Terra Bella Ave. in Mountain View. The site will store metal containers, carts, debris boxes, and other operational supplies and equipment. In addition:

- Public recyclable drop off hours will remain Monday through Friday, 8:00 a.m. 4:00 p.m. and Saturday, 9:00 a.m. to 4:00 p.m.
- Buy Back hours will continue to be Tuesday through Friday, 12:00 p.m. to 4:00 p.m., and Saturday 9:00 a.m. to 4:00 p.m.
- The current buy back/drop off area will continue to be available after hours for use by residents for mixed recycling and clothing.
- Reuse appointments will be scheduled through customer service, and will be made available from Monday through Saturday from 9:00 a.m. through 4:00 p.m. Customers must describe the item for reuse and will be met by a Recology employee during their scheduled time. Customers will be required to provide proper identification as a resident of Mountain View. An appointment ticket can be provided to the site through customer service.
- Universal waste will be stored and handled according to all rules and regulations. Hazardous Waste will not be accepted.
- Litter control will continue on a daily basis. Recology will sweep the site and maintain the Buy Back/Drop off site in a clean and orderly manner. Bi-weekly landscaping and litter control will be provided by a landscaping company.

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Multi Family Organics Roll Out

State Bill (SB) 1383, currently in draft form, will require multi-family developments (MFDs) with five or more dwelling units to reduce organics waste to meet statewide organics waste disposal reduction targets. “Organic waste” means solid wastes containing material originated from living organisms and their metabolic waste products. This includes green waste, as well as food scraps and food soiled paper.

In Mountain View, MFDs with 5+ units can gain compliance by subscribing to compost service to collect food scraps and food soiled paper in addition to green waste. Similar to the robust multi-family recycling program, compost containers at MFD properties will be shared by tenants, and the property owner/management will be responsible for the day-to-day management of the program.

SCOPE OF IMPLEMENTATION

Recology identified 601 Multi-family accounts that have 5 or more units. Of these accounts:

- 13 have had compost service implemented through the pilot program
- 175 subscribe to yard trimmings only organics service
- 413 do not subscribe to any organics service

PROPOSED IMPLEMENTATION OF MFDS WITH ORGANICS SERVICE FOR YARD TRIMMINGS ONLY

There are 175 MFD accounts with more than five units that have yard trimming service. To comply with SB 1383, their organics service will need to be expanded to include food scraps and food soiled paper.

All MFD yard trimmings carts are currently collected by the same residential organics routes that collect single family development (SFD) compost carts (formerly yard trimmings carts).



A compost cart full of clean material at a 302 Unit Pilot Location

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In July of 2017, the single-family organics program was expanded to accept food scraps and food soiled paper in addition to yard trimmings. Because of this, similarly expanding the organics service at these 175 MFDs is not expected to impact routing. Recology will be able to continue servicing them with the established residential organics routes.

To maximize efficiency, Recology proposes that these 175 accounts are converted to compost (organics collection expanded to accept food scraps and food soiled paper) in one large initiative. Recology's goal is to conduct all conversions between October 2021 and December 2021. By doing so, MFD compliance with SB 1383 will be at least 31% at the beginning of the new proposed agreement.

To achieve an efficient and high-quality implementation, Recology proposes the following general process be used to convert MFDs with yard trimmings service to compost service:

Step 1: Send a notice letter to all subjects

This letter could include:

- Information on the relevant State law(s)
- Basics of the program such as what is and is not accepted in the compost, and proper set out instructions
- Description of technical assistance available to property owners/managers and examples of outreach materials available to educate residents
- Phone and website information for Recology
- Instruction to contact Recology as soon as possible to schedule an onsite meeting with a Waste Zero Specialist (WZS)

Step 2: Customers call in to Recology Customer Service

- A Customer Service Representative takes the call and refers the customer to a Waste Zero Specialist.
- A Waste Zero Specialist contacts the customer to discuss logistics and schedule an onsite meeting

Step 3: WZS Meets Onsite with Customer

- A WZS meets onsite with the customer and/or other appropriate contact (such as community manager or facilities manager)
- The WZS discusses logistics, answers questions, and provides outreach material (see outreach material section for detail) for the customer to distribute to residents
- The WZS conducts a waste audit utilizing GoCanvas
- The WZS takes note of any containers that need repair or replacement and any issues that require a supervisor's attention

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Step 4: Implementing Service

- The WZS follows up with the customer which includes sending them results of the waste audit
- If not provided during onsite meeting, a WZS delivers outreach material
- The existing brown yard trimmings carts are replaced with new green compost carts, clearly labeled with accepted and unaccepted materials.
- The customer distributes outreach material to residents

Step 5: Monitoring

- Within a month of implementation, a WZS will check the compost container(s) and follow up with the customer on any issues.
- The Waste Zero and Operations team will check in regularly with compost drivers to review accounts that need technical assistance or service changes.

Step 6: Communication to Noncompliant Accounts

- At approximately the midpoint of the implementation process, the Waste Zero team will review all accounts that have not yet contacted Recology to schedule an onsite meeting.
- Recology will contact each of these customers again to notify them. The customers will be advised that if they do not contact Recology before a date agreed upon by Recology and City staff, action will be taken.
- The action taken will be either an automatic implementation of compost service or a referral to City staff, depending on the City's preference

Proposed Implementation of MFDs with No Organics Service

There are 413 MFD accounts with 5+ units that do not subscribe to any organics service. To comply with SB 1383, each of these accounts will need to add compost service. These accounts will require more extensive technical assistance and operations involvement as they do not have any organics containers or service in place. They also tend to be larger and require more technical assistance.

Recology will evaluate each account individually to determine:

- How many of what type of compost container will be necessary (standard will be 64gallon carts but a front load compost bin may be appropriate for a small number of large complexes)
- How the containers will be serviced (curbside or drive in) and where the collection location will be.
- Appropriate route and service day for collecting the containers

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- Any other details of collection

To estimate the amount of time needed to achieve a high quality, tailored implementation at each of these accounts, MFDs were sorted into categories based on how many units they have and estimated work hours per account were assigned to each category. Work hours refers to the number of hours a Waste Zero Specialist or other Recology team member will need to dedicate to the individual account from the beginning to the end of implementation.

Range of Units	Number of MFDs	Estimated Hours Per Account	Estimated Hours for All Accounts
5-25 Units	251	8	2008
26-50 Units	66	12	792
51-100 Units	47	16	752
101-150 Units	22	20	440
151-200 Units	12	24	288
200+ Units	15	28	420
Total Hours			4700

Assuming 2080 work hours in a year, Recology is confident that within two and a half years these accounts will all have robust compost programs in place.

In order to maximize diversion, the Waste Zero team will target the highest generating accounts first. (See attachment of top 200) Recology proposes the following general process be used:

Step 1: Send a Notice Letter to all Subjects

This letter will include:

- Information on the relevant State law(s)
- Basics of the program such as what is and is not accepted in the compost, and proper set out instructions
- Description of technical assistance available to property owners/managers and examples of outreach materials available to educate residents
- Phone and website information for Recology
- Instruction to contact Recology as soon as possible to schedule an onsite meeting with a Waste Zero Specialist (WZS)

Step 2: Customers call in to Recology Customer Service

- A Customer Service Representative takes the call and refers the customer to a Waste Zero Specialist.

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- A Waste Zero Specialist contacts the customer to discuss logistics and schedule an onsite meeting. WZS also sends the customer a brief survey.
- Customer fills out survey which will address topics including
- How many units, what percentage (if any) are corporate leases
- If there is on-site property management
- If there is an on-site communal area
- If there is an employee or resident that pulls recycling or trash containers out
- Any other information about the property that would be helpful for a smooth compost implementation

Step 3: WZS Meets Onsite with Customer

- A WZS meets onsite with the customer and/or other appropriate contact (such as community manager or facilities manager)
- The WZS discusses logistics, answers questions, and provides outreach material (see outreach material section for detail) for the customer to distribute to residents
- The WZS conducts a waste audit utilizing GoCanvas
- The WZS takes note of any containers that need repair or replacement and any issues that require a supervisor's attention

Step 4: Service Recommendations

- WZS makes a recommendation for compost service
- An Operations Supervisor reviews the recommendation and addresses any issues

Step 4: Implementing Service

- The WZS follows up with the customer, which includes sending them results of the waste audit and finalizing compost service levels
- If not provided during onsite meeting, a WZS delivers outreach material
- The customer distributes outreach material to residents

Step 5: Monitoring

- Within a month of implementation, a WZS will check the compost container(s) and follow up with the customer on any issues.
- The Waste Zero and Operations team will check in regularly with compost drivers to review accounts that need technical assistance or service changes.

Outreach Material

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Every multi-family development that a Waste Zero Specialist works with will be offered a variety of helpful resources as described in (the main proposal outreach section). Recology recognizes that any customer interaction is an opportunity to improve diversion in all streams, so during the compost implementation process every site visit will also include a review of recycling and helpful services available to Mountain View residents.

When implementing compost, customers will be given compost pails and “How To” guides to distribute to residents. These materials will encourage residents to participate in the new program and educate them on proper sorting.

The compost pails are sturdy, 3-gallon containers that are dishwasher safe. They are clearly labeled with images of materials accepted for compost. Each pail will be paired with a “How To” guide (also available online) that will include:

- List of organics acceptable in the collection program
- List of materials that are not accepted in the organics collection program
- Illustrations and an explanation of proper set-out procedures
- Tips on how to mitigate odors and vectors
- Information on the environmental benefits of composting and relevant State laws (SB1383)
- Pails, “How To” guides and any other requested outreach will be hand delivered by a Waste Zero Specialist. Based on best practices identified during the pilot program, the Waste Zero team will use these general guidelines for pail deliveries:
- Large properties will receive a “starter set” of pails and can request more if they run out. This avoids delivering large amounts of pails that will need to be stored and may not get used.
- If an MFD has a common area such as a leasing office or club house, pails will be delivered there for interested residents to pick up
- If an MFD is small (5-15 units) and does not have a common area, a Waste Zero Specialist can deliver pails door-to-door.
- If an MFD is large and does not have a common area, property management will need to arrange a pick-up location for residents. This could be their local property management office, or they can arrange to have residents pick pail kits up from the Mountain View Recycling Center.
- Residents are instructed to leave their kitchen pails behind for the next tenant if they move

Transition Plan Summary: Enhanced Recycling/Organics

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Start	End	Task
1. Implementation Management		
1-Jun-21	30-Jun-21	RMV / CMV coordination meetings – Monthly or as needed
2. RMV Public Education and Outreach		
1-Jun-21	15-Feb-21	Hire & train additional Waste Diversion Specialist
1-Jan-21	Ongoing	Place order for Slim Jims, Buddy Bags, and Kitchen Pails. Resupply as necessary.
1-Mar-21	Ongoing	Prioritize target customer lists
1-Feb-21	31-Mar-21	Collaborate with City on design of public education materials
1-Apr-21	30-Apr-21	Develop, finalize design and print education and outreach material
1-Mar-21	Ongoing	Begin meeting target customers and provide initial assessment & information
1-Jun-21	1-Jun-24	Collaborate with City to identify and implement organics at all accounts subject to SB1383
1-Jun-21	1-Dec-23	Collaborate with CMV to implement organics at all MFD accounts
1-Mar-21	Ongoing	Website changes, plus ongoing updates.
3. Customer Service		
1-Jun-21	30-Jun-21	Train customer service rep on all new services/programs
4. Cart Procurement		
1-Jan-21	31-Jan-21	Place cart order for SFD split cart replacements
1-Jun-21	30-Sept-21	Stage carts at the 935 Terra Bella yard
1-Sept-21	30-Sept-21	Deliver carts to customer locations
1-Jan-22	31-Jan-22	Place cart order for MFD/Commercial recycling cart exchanges
1-Jun-22	30-Jun-22	Stage carts at 935 Terra Bella yard
1-Jul-22	31-Jul-22	Deliver carts to customers

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1-Jan-23	31-Jan-23	Place cart order for SFD organic replacements
1-May-23	1-Jun-23	Stage carts at 935 Terra Bella yard
1-Jul-23	31-Jul-23	Deliver carts to customers
5. Container Procurement		
1-Jul-21-	31-12-23	Refurbish/replace white FEL bins to SB 1383 blue, averaging 10 bins/week
1-Jul-21	30-Jun-31	Replenish SFD/MFD kitchen pail stock to maintain inventory
6. Vehicle Procurement		
1-Jul-21	1-Oct-31	Per Schedule in Attachment F
1-Jan-21	30-Jun-21	Equip Pilot Vehicles with truck signage for a July 1 roll out
7. Collection Routing		
1-Jan-21	Ongoing	Reroute of commercial/MFD routes, including new Saturday routes to start on July 1 2021 and phase in of new MFD organics route and in 2021/2022 and commercial organics route in 2022/2023
8. Personnel Training		
1-Jun-21	30-Jun-21	Customer Service, Sales & Administration, and Operations training.
1-Jan-21	30-Jun-21	Hiring Process for Route Auditor and trainings to start on July 1, 2021

Transition Plan Summary: Enhanced BIC/On-Call Collections

Start	End	Task

ATTACHMENT E:

IMPLEMENTATION PLAN

10. Implementation Management		
1-Jan-21	Ongoing	Set up meeting with Hope Services on logistics of new re-use programs from BIC/On-Call pick ups
1-Jan-21	1-Jun-21	Equip residential trucks with side racks for reusable clothing set outs

ATTACHMENT F:

VEHICLE REPLACEMENT SCHEDULE

<u>Service Type</u>	<u>Vehicle #</u>	<u>Manufact. Year</u>	<u>Replace Year</u>
S/L Residential Recycle	13126 *	2004	2020
FEL MFD/Commercial Recyclables	11235 *	2009	2020
FEL Commercial Solid Waste	11240 *	2009	2020
Residential Solid Waste	13203 *	2009	2020
Bulky/On-Call Pick Up Flat Bed	5185 *	2009	2021
Container fork truck	9010 *	1997	2021
FEL Commercial Solid Waste	11301	2011	2021
Roll Off	12240 *	2008	2021
Residential Organics - New program			2021
Van Truck for Bulky Collection - New program			2021
FEL MFD/Commercial Recyclables	11248 *	2010	2022
Residential Solid Waste	13200 *	2008	2022
Residential Organics	13210 *	2009	2022
S/L MFD/Commercial Organic - New program			2023
Roll Off	12136	1999	2024
Roll Off	12163	2001	2024
Whisman Station	14147	2001	2024
Commercial FEL Organics	11325	2014	2025
Commercial Solid Waste	11340	2014	2025
S/L MFD/Commercial Recyclables	14570	2013	2025
Residential Organics	13323	2014	2026
Residential Solid Waste	13342	2014	2026
S/L MFD/Commercial Recyclables	14604	2015	2026
FEL Commercial Solid Waste	11418	2016	2027
Residential Recycling	13385	2016	2027
Residential Recycling	13386	2016	2027
FEL MFD/Commercial Recyclables	11417	2016	2028
Residential Solid Waste	13387	2016	2028
Residential Organics	13443	2018	2029
FEL Commercial Solid Waste	11520	2019	2030
Bulky/On Call REL Solid Waste	10392	2016	2031
Roll Off	12329	2014	2032
Residential Recycling	13615	2019	2032
Roll Off	12408	2018	2033

* Must be Replaced due to CARB Emissions Rules

ATTACHMENT G:

RESIDENTIAL SERVICE TABLES

Trash Service

Trash service shall be provided in carts or bins as follows:

1. Single-Family (1-4 units)
 - Premises with 1-4 units shall be provided with carts (single-family, mobile homes, duplex through fourplex developments, and townhomes and rowhouses with accessible individual street frontage).
2. Small Multi-Family (5-8 units)
 - Premises with 5-8 units shall be provided with carts or bins as determined by the Contractor and approved by the City.
3. Large Multi-Family (9+ units)
 - Apartments with 9+ units, condominiums, mixed uses and townhomes and rowhouses without accessible individual street frontage shall be provided with group bins.

TABLE 1

Trash Collection	Carts	Bins	Clean Up Service	Housing Types
Single-Family Premises with 1-4 units	X		On Call Plus	Single family homes, mobile homes duplex through fourplex developments and townhomes and rowhouses that have accessible individual street frontage.
Small Multi-Family Premises with 5-8 units	X	X	On Call Plus	Premises with 5-8 units may have carts or bins as determined by Contractor and approved by City.
Large Multi-Family Premises with 9+ units		X	Condominiums = On Call Plus	Apartments, condominiums, mixed uses and townhomes and rowhouses that do not have accessible individual street frontage.

Recycling Services

Recycling service shall be provided as follows:

1. Single-Family (1-4 units)
 - Premises with 1-4 units shall be provided with split-carts (single-family, mobile homes, duplex through fourplex developments, townhomes and rowhouses using individual trash carts).

ATTACHMENT G:

RESIDENTIAL SERVICE TABLES

2. Small Multi-Family (5-8 units)
 - Premises with 5-8 units shall be provided with split-carts or group carts as determined by the Contractor and approved by the City.
3. Large Multi-Family (9+ units)
 - Apartments with 9+ units, condominiums, mixed uses and townhomes and rowhouses using group trash bins shall be provided with group carts.
 - Multi-story, high density developments with trash chutes may be provided with dual stream bins, as determined appropriate by Contractor and approved by City.

TABLE 2

Recycling Collection	Split Cart	Group Carts	Housing Types
Single-Family Premises with 1-4 units	X		Single family homes, mobilehomes, duplex through fourplex developments and townhomes and rowhouses that have individual trash carts.
Small Multi-Family Premises with 5-8 units	X	X	Premises with 5-8 units may have individual split-carts or group carts as determined by Contractor and approved by City.
Large Multi-Family Premises with 9+ units		X	Apartments 9+, condominiums, mixed uses and townhome and rowhouses that have trash bins. Multi-story, high density premises with trash chutes may have dual stream bins as determined by Contractor and approved by City.

TABLE 3

Type of Recycling Container = Other Recycling Services	Split Cart	Group Carts	Note
Universal Waste (motor oil/filters, cooking oil, batteries, CFLs, cell phones)	X	X	Group cart subscribers arrange through property manager.
Extra Recycling & Yard Trimmings (up to 2 extra personal containers such as cans for trimmings, kraft bags or cardboard boxes)	X		Not offered to group cart subscribers because space available for multiple group carts with more capacity than split carts.
Holiday Trees	X	X	Group cart subscribers arrange through property manager.
Holiday Extra Recycling	X	X	Group cart subscribers arrange through property manager.

ATTACHMENT G:

RESIDENTIAL SERVICE TABLES

Organics Services

Organics service shall be provided as follows:

1. Single-Family (1-4 units)
 - Premises with 1-4 units shall be provided with carts (single-family, mobile homes, duplex through fourplex developments, townhomes and rowhouses using individual trash carts).
2. Small Multi-Family (5-8 units)
 - Premises with 5-8 units shall be provided with individual carts or group carts, as determined by Contractor.
3. Large Multi-Family (9+ units)
 - Apartments with 9+ units, condominiums, mixed uses and townhomes and rowhouses using group trash bins shall be provided with group carts or group bins, as determined by Contractor.

TABLE 4

Organics Collection	Individual Cart	Group Carts	Bins	Housing Types
Single-Family Premises with 1-4 units	X			Single family homes, mobilehomes, duplex through fourplex developments and townhomes and rowhouses that have individual trash carts.
Small Multi-Family Premises with 5-8 units	X	X		Premises with 5-8 units may have individual carts or group carts as determined by Contractor and approved by City.
Large Multi-Family Premises with 9+ units		X	X	Apartments 9+, condominiums, mixed uses and townhome and rowhouses that have trash bins.

ATTACHMENT H:

DESIGNATED PROCESSING FACILITIES

Applicable Recyclable Materials

GreenWaste Recovery *

625 Charles Street

San Jose, CA 95112

Materials: Commercial and Multi-Family Recyclable Materials (other than Construction and Demolition Debris) collected in Bins, except Dual-Stream Bins for the container stream from MFD's; Recyclables from Mountain View Recycling Center that SMaRT Station will not accept but that GreenWaste Recovery will accept.

Zanker Road Resource Management *

675 and 705 Los Esteros Road

San Jose, CA 95134

Materials: Construction and Demolition Debris and loose debris (as defined in Section 6.01.A) collected in Debris Boxes.

Organic Materials

South Valley Organics

3675 Pacheco Pass Highway

Gilroy, CA 95020

Materials: Single-Family Organic Materials.

Blossom Valley Organics - North

3909 Gaffery Road

Vernalis, CA 95385

Materials: Commercial and Multi-Family Organic Materials.

Transfer Facility for Organics

Recology South Bay

1675 Rogers Avenue

San Jose, CA 95112

Applicable Reusable Materials

Hope Services *

1555 Parkmoor Avenue

San Jose, CA 95128

ATTACHMENT H:

DESIGNATED PROCESSING FACILITIES

Materials Accepted: Applicable Reusable Materials consisting of the following:

E-WASTE, including:

Monitors
Towers
Keyboards
Printers
Fax Machines
Christmas Lights

ELECTRICAL APPLIANCES, including:

Toasters
House phones
Coffee makers
Blow dryers
Curling irons
Earphones
Lamps
Flat screen TVs
CRT TVs (<27" screen)

COMPUTER EQUIPMENT, including:

iPods
Cameras
Tablets
Laptops
Cell phones
Gaming Systems
Playstations
Xbox
Personal Electronic MP3 player
Fitbits

SMALLWARE & MEDIA, including:

Cups
Plates
Spoons & forks
Toys
Suitcases
Backpacks
Purses
Sports Items
Pots and Pans
DVDs
Records
CDs
VHS

SMALLWARE GLASS, including:

Glass cups
Glass Plates
Vases
Glass Cake Stands
Mirrors
SHOES
Shoes of all kinds
Water Boots
Slippers
Boots
Tennis Shoes
Single Shoes

CLOTHES & LINENS, including

Shirts
Shorts
Pants
Tank Tops
Socks
Towels
Pajamas
Sweatshirts
Robes
Sheets
Pillowcases (no pillows)
Bed Covers
Curtains

BOOKS

Any kind of books
Hard Cover
Soft Cover

* Note: Use of asterisked facilities is subject to City's direction to use them as provided in Section 6.02.B.

ATTACHMENT I:

ACCEPTED MATERIALS AND FINAL DISPOSTION

Material	Facility
Curbside Materials (5.03)	
1) Dual-stream Recyclables collected from Single-Family Customers, and Dual-stream Recyclables for the container stream collected in Bins from Multi-Family Customers	SMaRT
2) Mixed Recyclables collected from Commercial Customers in Bins, and Dual-Stream Recyclables for the fiber stream collected in Bins from Multi-Family Customers	GreenWaste ²
3) Household batteries	SMaRT
4) Motor oil & filters	SMaRT
5) Cooking Oil	SMaRT
6) Compact fluorescent light bulbs	Rogers ¹
7) Cell phones	SMaRT
Buy Back Services (5.12.A.1)	Simms Metals
1) State Certified Redemption Center ("buy-back")	Caustar
Drop-Off Services (5.12.A.2)	
1) Mixed Recyclables	GreenWaste ²
2) Aerosol cans (empty)	GreenWaste ²
3) Rigid plastics	GreenWaste ²
4) Scrap Metal	Simms Metals
5) Textiles and clothing	Hope Thrift ²
6) E-waste and E-scrap	e-Recycling of California
7) Mattresses and box springs	Bye-Bye Mattress
Appointments for Reusable/Recyclable Goods (5.12.A.3)	
1) White goods: small/large appliances, washers, dryers, refrigerators, water heaters, stoves, unusable bicycles	SMaRT
2) Furniture and Bicycles (Reusable)	Hope Thrift ²
3) Toys, large rigid plastics, books	Hope Thrift/Green Waste ²
4) Wood and clean lumber (unpainted)	Zanker ²
5) Yard Trimmings	SMaRT
6) Other items determined to be Reusable or Recyclable by RMV, approved by City.	TBD

¹ Processing costs by Recology – not an allowable expense

² If Contractor directed by City to use GreenWaste Recovery/Hope Thrift /Zanker as provided in Section 6.02.B

ATTACHMENT J:

DIVERSION INCENTIVES AND DISINCENTIVES

1. General

The City will provide an incentive payment, or will assess a disincentive payment, to Contractor for exceptional or substandard performance on Diversion related activities. The performance measure is Annual Diversion Level, as further described below.

The performance incentives/disincentives are designed to encourage Contractor's performance in increasing diversion for the City. These performance incentives/disincentives include an incentive payment to Contractor for exceeding the performance measures and a disincentive payment assessed to Contractor for failure to achieve them. Table 1 provides a summary of the incentive/disincentive structure, which is described in detail in Section 2 of this Attachment. Section 3 describes the frequency and method for distributing incentive payments and assessing disincentive payments.

Table 1		
Rate Period	Targeted Diversion Level	Incentive/Disincentive Payment Amount
Rate Period 1	37% to 40%	\$80.00 per Ton
Rate Period 2	40% to 45%	Rate Period 1 payment amount as adjusted per Section 11.17.D of this Agreement
Rate Periods 3 through 10	45% or the highest Calculated Annual Diversion Level achieved in any prior Rate Period, whichever is higher	The prior Rate Period amount as adjusted per Section 11.17.D of this Agreement

2. Diversion Levels

Definition of Calculated Annual Diversion Level

The Annual Diversion Level achieved shall be calculated based on the methodology described in Section 11.17.B of this Agreement, as illustrated by the example in Table 2. To calculate the Diversion Level, the most-recently reported annual Residue levels from the organics, recycling and reusable materials processors shall be used.

ATTACHMENT J:

DIVERSION INCENTIVES AND DISINCENTIVES

Assumptions (in practice, calculations will be based on actual reported figures):

Table 2				
Material Type	Tons Collected	Residue Percent	Residue Tons	Diverted Net Tons
Recyclables	7,800	8%	624	7,176
Organics	8,800	5%	440	8,360
Reusables	200	0%	0	200
Total Divertible Material (D)	16,800	6.33%	1,064	15,736
Solid Waste (SW)	17,500	N/A	N/A	N/A
Calculated Annual Diversion Level	Total Diverted Net Tons (D) / Total Tons Collected (SW + D) x 100 = (15,736) / (17,500+16,800) * 100 =			45.88%

Notwithstanding any other provision of this Agreement, Construction and Demolition Debris shall be excluded from the Calculated Annual Diversion Level calculation (both numerator and denominator).

Exceptional Diversion Level Performance

For Rate Year 1, Contractor shall receive an incentive payment if the Calculated Annual Diversion Level exceeds the high end of the targeted Annual Diversion Level of 40%. For Rate Year 2, Contractor shall receive an incentive payment if the Calculated Annual Diversion Level exceeds the high end of the targeted Annual Diversion Rate of 45%. For Rate Years 3 through 10, Contractor shall receive an incentive payment if any given Rate Year exceeds 45%, or if higher the highest Calculated Annual Diversion Level achieved by Contractor in a prior Rate Year.

For example, if Contractor achieves a 45% Annual Diversion Level in Rate Year 2, the targeted Diversion Level for Rate Year 3 will be set at 45%, and the Annual Diversion Level in Rate Year 3 must exceed 45% for Contractor to earn an incentive payment. If Contractor then achieves a 47% Annual Diversion Level in Rate Year 3, then the Annual Diversion Level for Rate Period 4 must exceed 47% for Contractor to earn an incentive payment. The target would remain 47% until it was exceeded in any following Rate Period, at which time the higher Diversion Level would become the new target.

Table 3 provides an example of an earned incentive payment for a Rate Period in which the targeted diversion level was 45%.

ATTACHMENT J:

DIVERSION INCENTIVES AND DISINCENTIVES

Assumptions (in practice, calculations will be based on actual reported figures):

Table 3				
Net Tons Diverted	Total Tons Collected	Diversion Level	Variance from Target	Incentive Payment (\$80 per net Ton Diverted)
15,736	34,300	45.88%	0.88% +302 Tons	\$24,160

Substandard Diversion Level Performance

If the Calculated Annual Diversion Level for Rate Year 1 or Rate Year 2 is less than the low end of the targeted Diversion Level for that Rate Period, then a disincentive payment shall be calculated and paid by the Contractor using the same methodology as for incentive payments.

For example, if the Calculated Annual Diversion Level for Rate Period 1 is 36%, which is less than the low end target of 37%, then a disincentive payment will be owed by Contractor for the difference between the low end of the Target and the Calculated Diversion Level.

For Rate Periods 3 through 10, if the Calculated Annual Diversion Level is less than the targeted Diversion Level for that Rate Period, then a disincentive payment shall be calculated and paid by the Contractor.

Table 4 provides an example of an owed disincentive payment for a Rate Period in which the targeted diversion level was 45%.

Assumptions (in practice, calculations will be based on actual reported figures):

Table 4				
Net Tons Diverted	Total Tons Collected	Diversion Level	Variance from Target	Disincentive Payment (\$80 per net Ton Diverted)
15,200	34,300	44.31%	0.69% -237 Tons	\$18,960

3. Incentive/Disincentive Payment Procedures

- A. Record Keeping. In accordance with Article 9, records shall be maintained by Contractor for the City in a manner that adequately demonstrates and documents Diversion Level in accordance with this Agreement. They shall be sufficient for the calculations presented in this Attachment J.

ATTACHMENT J:

DIVERSION INCENTIVES AND DISINCENTIVES

- B. Determination of Achievement of Performance Standards. On an annual basis, City shall review the annual report (including all supporting documentation of Residue amounts) submitted by the Contractor pursuant to the requirements of Article 9.07 and determine if the Calculated Annual Diversion Level warrants City distribution of an incentive payment or Contractor distribution of a disincentive payment. No later than twenty (20) Business Days after receipt of the Contractor's annual report, the City shall provide written notice to the Contractor of its determination of incentive/disincentive payment, if any is due, and shall include a description of its method of determination and any calculations of incentive/disincentive payment.
- C. Amount. The incentive/disincentive payment amounts shall be determined in accordance with the methodology and formulas presented in Section 2 of this Attachment J and Section 11.17.B of this Agreement.
- D. Disputes by Contractor. Contractor may, within ten (10) calendar days after receiving the City's written notice regarding its determination of incentive/disincentive payments, provide written notice to the City of any disagreement with the City's determination. Contractor may present evidence in writing to support its position. Such evidence may include factors beyond the control of Contractor which caused it to not achieve the targeted Diversion Level, such as reduced recovery rates at third party processing facilities, the market for commodities and end products produced from recoverable materials, external shocks to the economy such as COVID-19, and a change in the amount of construction in City; or may include evidence of non-enforcement of any mandatory participation regulation of City. City shall give due and serious consideration to any evidence presented that caused Contractor to not meet the targeted Diversion Level. The City shall review Contractor's submission and within ten (10) calendar days and shall provide Contractor with written notice of its final determination of incentive/disincentive payments. The decision of the City shall be final.
- E. Timing of Payment. If an incentive/disincentive payment is due, City or Contractor shall provide payment in the form of a check or wire transfer no later than twenty (20) calendar days after the issuance of the City's written notice of its final incentive/disincentive payment determination.

ATTACHMENT K:

NEIGHBORHOOD WASTE REDUCTION REWARDS PROGRAM MODEL

CleanScapes: Neighborhood Waste Reduction Rewards

Executive Summary

► Executive Summary

The CleanScapes' Neighborhood Waste Reduction Rewards program is an education and outreach campaign focused on overall waste reduction. The idea is simple: **reduce the most overall waste (garbage, recycling, and compost) and win a capital improvement project!** The competition is intended to reinforce the waste reduction hierarchy – reduce when possible, reuse if you can and then recycle.

The NRR program has been successful at creating a wide-spread dialogue about overall waste generated. And by "awarding" a community a capital project, it is a reminder of the community's effort to reduce waste and collaborate on success.

By reaching out to schools, community groups, and businesses CleanScapes was successful in having a dialogue on overall waste reduction and actually showing a reduction in waste. The winning neighborhoods reduced overall waste by 19% in the City of Seattle and 15% in the city of Shoreline. The winning Seattle neighborhood in our service territory received a \$50,000 capital project and the winning neighborhood in Shoreline, Washington received a \$10,000 capital project.

A local cub scout troop enjoys a recycling truck tour. ►

▼ A CleanScapes Recycle Truck displays a banner advertising the Neighborhood Waste Reduction Rewards program.



▲ In Shoreline, the winning neighborhood used their reward to install benches in a local park.



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CleanScapes: Neighborhood Waste Reduction Rewards : Executive Summary : Page 1 ►

ATTACHMENT K:

NEIGHBORHOOD WASTE REDUCTION REWARDS PROGRAM MODEL

Supplemental Materials

NEIGHBORHOOD WASTE REDUCTION REWARDS

Seattle Elementary Student Art Competition

Competition Overview and Entry Form
Entry Deadline: February 28, 2011

How the Contest Works
Do you have great ideas about how to reduce waste?

CleanScapes, your local garbage and recycling company, is sponsoring an art competition for students in grades 1 through 6 attending Seattle Public Schools.

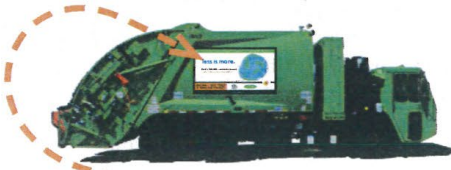
Deadline to enter artwork: February 28, 2011

Theme: Waste Reduction

Grade Categories: 1st and 2nd grade
3rd and 4th grade
5th and 6th grade

Guidelines for Artists

- ▶ All artwork should communicate a waste reduction message or theme
- ▶ Composition must be original
- ▶ Entries may be in a 2-dimensional medium of the artist's choice, including crayon, oil paint, watercolor, pastels, pencil, pen and ink, charcoal, collage, etc.
- ▶ Preferred sizes for the artwork are 8½"x11", 8 ½" x 14" or 11"x17"; matting is optional
- ▶ Entries should not be framed
- ▶ Computer generated images will not be considered



Prizes!

Three winners will be chosen for each grade category.

Each winner will receive a \$50 gift certificate to Daniel Smith Art Supplies and a chance to be featured on the side of a CleanScapes truck!

\$50 Gift Certificate

—Your artwork could be featured on a CleanScapes truck!





www.cleanscapes.com | educationoutreach@cleanscapes.com

▶ Seattle Elementary Student Art Competition flyer



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CleanScapes: Neighborhood Waste Reduction Rewards : Supplemental Materials : Page X1 ▶

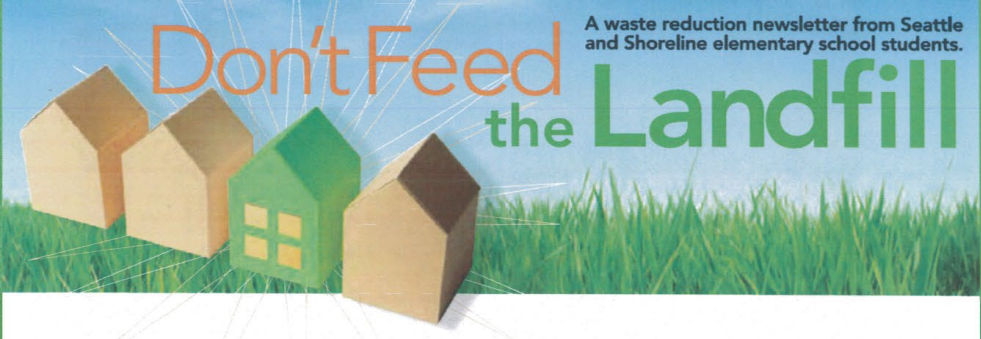
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ATTACHMENT K:

NEIGHBORHOOD WASTE REDUCTION REWARDS PROGRAM MODEL

Supplemental Materials (Continued)

2009/2010 Neighborhood Waste Reduction Rewards



A waste reduction newsletter from Seattle and Shoreline elementary school students.

Don't Feed the Landfill!

In 2009 Seattle and Shoreline elementary school students participated in CleanScapes' waste reduction workshops featuring the first of the three R's—Reduce. Students were asked to think about what they threw away, where the garbage goes, and what might happen if it never was taken away.

The "Don't Feed the Landfill!" program highlighted the impact of garbage and how each person can make a difference to create less waste. Students were encouraged to write letters and create artwork that talked about how and why we should reduce waste. Some kids made posters, and other kids wrote letters to the people they believed could make the biggest difference. A gallery of their inspirational letters and artwork is featured here.

Elementary School Teachers—sign up now for fall waste reduction student workshops. For more information email educationoutreach@cleanscapes.com.



Your Private Public Utility™

Web Site: www.cleanscapes.com

Email: educationoutreach@cleanscapes.com




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CleanScapes: Neighborhood Waste Reduction Rewards : Supplemental Materials : Page X2

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ATTACHMENT K:

NEIGHBORHOOD WASTE REDUCTION REWARDS PROGRAM MODEL

Supplemental Materials (Continued)



Neighborhood Waste Reduction Rewards

\$50,000
reasons to reuse your mug

Choose to reuse. Your neighborhood could win \$50,000!
Waste Less. Win More. YOU decide who wins.

Learn more and get started
www.cleanscapes.com

FOLLOW US ON [twitter](https://twitter.com/cleanscapes)
twitter.com/cleanscapes

Competition map, additional details and
tips to reduce waste available online.

cleanScapes
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Poster advertising the Neighborhood Waste Reduction Rewards competition in Seattle

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CleanScapes: Neighborhood Waste Reduction Rewards : Supplemental Materials : Page X3

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ATTACHMENT K:

NEIGHBORHOOD WASTE REDUCTION REWARDS PROGRAM MODEL

Supplemental Materials (Continued)



Weekly Waste Reduction Tips

Sign Up For Weekly Tips

There are many ways we can stop waste before it happens. Every week, CleanScapes emails tips on how to reduce waste. To sign up, email EducationOutreach@cleanscapes.com with the subject line "Weekly Tips." It is easy to sign-up and you can unsubscribe at any time!

Enjoy this sample tip:

Water A-Go-Go

On the go? Buy reusable water bottles and bring them with you — to work, on the trail, at the gym, and in the car. By using your own water bottle you can save money and natural resources.

The Big Picture

Single-use water bottles may seem inexpensive and convenient, but the environmental cost is substantial.

In the US there are 2 million plastic beverage bottles used every 5 minutes.⁽¹⁾ Worldwide some 2.7 million tons of plastic are used to bottle water each year. The plastic most commonly used for bottled water is polyethylene terephthalate (PET), which is derived from crude oil. Earth Policy Institute's research concluded that making bottles to meet Americans' demand for bottled water requires more than 1.5 million barrels of oil annually, enough to fuel some 100,000 U.S. cars for a year.⁽²⁾

Bottled water is not necessarily safer than your tap water. Some bottled water is treated more than tap water, while some is treated less or not treated at all. Neither EPA nor FDA certify the quality of bottled water.⁽³⁾

According to the Container Recycling Institute about 86% of plastic water bottles in the U.S. become garbage or litter.⁽⁴⁾



Your Private Public Utility™

Reduce first. Reuse what you can, and then Recycle.

EducationOutreach@cleanscapes.com | www.cleanscapes.com

Sources: ⁽¹⁾ Chris Jordan, Seattle artist; from "Running the Numbers An American Self-Portrait" | ⁽²⁾ National Geographic / Earth Policy Institute | ⁽³⁾ Environmental Protection Agency "Water & Health Series" | ⁽⁴⁾ Container Recycling Institute

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▲ Weekly Waste Reduction Tips newsletter


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CleanScapes: Neighborhood Waste Reduction Rewards : Supplemental Materials : Page X4 ▶

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ATTACHMENT K:

NEIGHBORHOOD WASTE REDUCTION REWARDS PROGRAM MODEL

Supplemental Materials (Continued)

2009/2010 Neighborhood Waste Reduction Rewards



Community Project Proposal

Congratulations
Capitol Hill, First Hill, Denny-Blaine, Montlake, Madison Park and Madison Valley!

The CleanScapes Thursday collection area has won the Neighborhood Waste Reduction Rewards competition and will receive a \$50,000 community improvement project.

Between now and July 31, Seattle residents have the opportunity to submit project proposals for construction in the Thursday collection area (see map). Representatives from the neighborhood community councils in the Thursday area will recommend the winning project(s) to CleanScapes using the criteria below.

- ▶ The proposed project must be a visible and easily accessible capital project or community amenity that the public can actively use, such as playground equipment, public benches, community garden structures, or neighborhood information kiosks.
- ▶ Project construction costs (including materials, labor and permit fees) must not exceed \$50,000. The award money can be used to fund more than one project. The project(s) must be located in the winning neighborhood collection area (see map).
- ▶ The deadline for project design and required permits is December 2010. The project must be completed by April 2011.

Please complete the proposal form (over) and submit to CleanScapes by July 31, 2010.





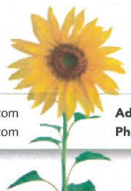
Your Private Public Utility™

Web Site: www.cleanscapes.com

Email: educationoutreach@cleanscapes.com

Address: 5939 4th Ave. S, Seattle, WA 98108

Phone: (206) 250-7500





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CleanScapes: Neighborhood Waste Reduction Rewards : Supplemental Materials : Page X5

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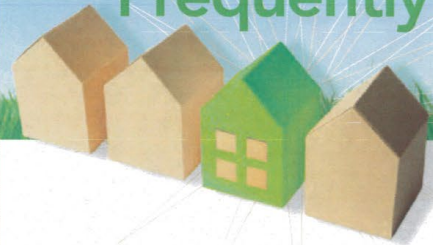
ATTACHMENT K:

NEIGHBORHOOD WASTE REDUCTION REWARDS PROGRAM MODEL

Supplemental Materials (Continued)

Neighborhood Waste Reduction Rewards

Seattle Community Project Proposal Frequently Asked Questions



Who can submit a Community Project Proposal?
Anyone living in the City of Seattle can propose an improvement project by turning in a Community Project Proposal Form.

When are proposals due and where do I send them?
Project proposals are due July 31, 2010 and can be emailed to educationoutreach@cleanscapes.com or mailed to:

CleanScapes
Attn: Education Outreach
5939 4th Ave S.
Seattle, WA 98108

Can the \$50,000 improvement project(s) be built anywhere in Seattle?
No, all proposed projects must be located in the 2009/2010 winning area – the Thursday collection area. The CleanScapes Thursday collection area includes portions of Capitol Hill, First Hill, Madison Park, Madison Valley, Denny-Blaine, Madrona, Montlake and Yesler Terrace. A map showing the CleanScapes collection areas is available at www.cleanscapes.com/seattlewastereductionrewards.html.

Who decides which project or projects will be built?
The Project Selection Committee will choose the project(s) to be constructed. This committee is a volunteer group consisting of representatives from the community councils representing the Thursday collection area: Capitol Hill, First Hill, Madison Park, Madison Valley, Madrona, Montlake and Yesler Terrace.

What role does CleanScapes have in reviewing the projects proposed?
CleanScapes has two roles in the process of reviewing projects: 1) verifying that the proposed project meets the given criteria, and 2) completing a cost estimation to ensure the project does not exceed \$50,000.



Your Private Public Utility™

Web Site: www.cleanscapes.com

Email: educationoutreach@cleanscapes.com



Address: 5939 4th Ave. S, Seattle, WA 98108

Phone: (206) 250-7500

▲ Community Project Proposal Frequently Asked Questions flyer



cleanscapes.com

CleanScapes: Neighborhood Waste Reduction Rewards : Supplemental Materials : Page X6 ▶

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ATTACHMENT K:

NEIGHBORHOOD WASTE REDUCTION REWARDS PROGRAM MODEL

Supplemental Materials (Continued)

Thank you Shoreline



 Go ahead, take a load off.

CleanScapes would like to thank the **City of Shoreline** for its innovative partnership in the **Neighborhood Waste Reduction Rewards Program**. Congratulations to the Shoreline neighborhood that reduced its total waste stream the most. CleanScapes had **five new benches** installed along the **Interurban Trail** on their behalf.

CleanScapes is the **trusted partner** for communities seeking to enhance residential & commercial vitality by providing **innovative** streetscape maintenance, recycling & solid waste services.


cleanscapes.com



▲ CleanScapes advertises in community publications congratulating the winning neighborhood and community

 cleanscapes.com

CleanScapes: Neighborhood Waste Reduction Rewards : Supplemental Materials : Page X7

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ATTACHMENT L:

CITY FACILITIES

Facility	Address	Street	Units	Size	Freq.	M	T	W	T	F	Sa	Su
CARDBOARD BINS												
Downtown Drop Off	0	Franklin/Villa	4	6	1	x						
Downtown Share	300	Blossom Ln	1	3	6	x	x	x	x	x	x	
Downtown Share	400	Blossom Ln	1	3	6	x	x	x	x	x	x	
Downtown Share	200	Wild Cherry Ln	1	4	6	x	x	x	x	x	x	
Downtown Share	100	Blossom Ln	1	4	6	x	x	x	x	x	x	
Downtown Share	200	Blossom Ln	1	4	6	x	x	x	x	x	x	
Michael's at Shoreline	2960	N. Shoreline	1	4	1	x						
MOC Building	231	N. Whisman	2	3	2	x			x			
MIXED RECYCLING BINS												
City Hall/CPA	500	Castro	2	3	3	x		x		x		
City Hall/CPA	500	Castro	1	3	3	x		x		x		
Community Center	201	S. Rengstorff	1	4	1				x			
Downtown Share	400	Blossom	1	2	5	x	x	x	x	x		
Downtown Share	100	Blossom	1	3	5	x	x	x	x	x		
Downtown Share	200	Blossom	1	3	5	x	x	x	x	x		
Downtown Share	300	Blossom	1	3	5	x	x	x	x	x		
Downtown Share	200	Wild Cherry	1	4	5	x	x	x	x	x		
Downtown Share (Lot 8)	100	Hope	1	3	1				x			
Fire Station 1	251	S. Shoreline	1	3	1		x					
Fire Station 2	160	Cuesta	1	2	1				x			
Fire Station 3	301	N. Rengstorff	1	2	1			x				
Fire Station 4	231	N. Whisman	1	3	1			x				
Fire Station 5	2195	N. Shoreline	1	2	1		x					
Michael's at Shoreline	2960	N. Shoreline	1	2	1	X						
MOC Building	231	N. Whisman	1	3	1			x				
Police/Fire Admin	1000	Villa	1	3	1		x					
Public Library	585	Franklin (books)	1	2	2		x			x		
Public Library	585	Franklin	1	3	3	x		x		x		
Rengstorff House	3070	N. Shoreline	1	4	4	x		x	x	x		
Senior Center	266	Escuela	1	3	1			x				
Shoreline Golf Course	2600	N. Shoreline	1	3	1		x					
Shoreline Maintenance	2600	N. Shoreline	1	2	1		x					
Teen Center	263	Escuela	1	2	1			x				
RECYCLING CARTS												
Adobe Building	157	Moffett	2	96	1				x			
Cuesta Park	0	Cuesta	7com	96	1		x					
Eagle Park	650	Franklin	2	96	1		x					
Senior Center Garden	0	Escuela/Crisanto	1pp	96	1	x						
Senior Center Garden	0	Escuela/Crisanto	1ct	96	1	x						
YARDWASTE CARTS												
Latham Garden	650	S. Shoreline	6	96	1	x						
Senior Center Garden	0	Escuela/Crisanto	5	96	1	x						
FOODWASTE (ORGANICS)												
CityHall/CPA	500	Castro	1	3	2		x			x		
City Hall/CPA	500	Castro	1	3	1		x					

ATTACHMENT L:

CITY FACILITIES

Facility	Address	Street	Units	Size	Freq.	M	T	W	T	F	Sa	Su
FOODWASTE (CONTINUED)												
Community Center	201	S. Rengstorff	1	2	1				x			
Cuesta Park	0	Cuesta	1	3	1		x					
Fire Station 1	251	S. Shoreline	1	96	1				x			
Fire Station 2	160	Cuesta	1	96	1		x					
Fire Station 3	301	N. Rengstorff	1	96	1				x			
Fire Station 4	231	N. Whisman	1	96	1		x					
Fire Station 5	2195	N. Shoreline	1	64	1			x				
McKelvey Park	930	Miramonte	1	3	1		x					
Michael's at Shoreline	2960	N. Shoreline	1	2	3	x		x		x		
MOC Building	231	N. Whisman	1	2	2		x			x		
Police/Fire Admin	1000	Villa	1	96	1			x				
Rengstorff House	3070	N. Shoreline	1	2	3	x		x		x		
Rengstorff Park	201	S. Rengstorff	1	4	1				x			
Senior Center	266	Escuela	1	2	1				x			
Willowgate Gardens	0	Andsbury	1	3	1				x			
Latham Garden	650	S. Shoreline	6	96	1	x						
Senior Center Garden	0	Escuela Ave	5	96	1	x						
TRASH												
Adobe Building	157	Moffett	2	96	1				x			
Bubb Park	525	Hans	1	2	2	x			x			
Castro Park	0	Toft	1	2	1		x					
Charleston Park	1500	Charleston	1	2	1		x					
City Hall/CPA	500	Castro	1	3	6	x	x	x	x	x	x	
City Hall/CPA	500	Castro	1	3	2	x			x			
Cooper Park	0	Eunice	1	3	1			x				
Crittenden Ballpark	1700	W. Middlefield	1	6	1				x			
Cuesta Park	0	Cuesta	3	6	2	x			x			
Downtown City Cans	0		56	45	3	x		x		x		
Downtown Lot 11	0	Franklin/Villa	1	3	3	x		x		x		
Eagle Park	650	Franklin	1	6	1		x					
Fire Station 1	251	S. Shoreline	1	3	1		x					
Fire Station 2	160	Cuesta	1	2	1				x			
Fire Station 3	301	N. Rengstorff	1	3	1			x				
Fire Station 4	231	N. Whisman	1	3	2	x			x			
Fire Station 5	2195	N. Shoreline	1	3	1			x				
Latham Garden	650	S. Shoreline	2	96	1	x						
McKelvey Ballpark	930	Miramonte	1	4	1		x					
McKelvey Ballpark	930	Miramonte	6	64	1	x						
Michael's at Shoreline	2960	N. Shoreline	1	3	3	x		x		x		
MOC Building	231	N. Whisman	5	2	1				x			
MOC Building	231	N. Whisman	1	3	1				x			
Monta Loma Park	0	Laura	1	2	3	x		x		x		
Police/Fire Admin	1000	Villa	1	3	5	x	x	x	x	x		
Rengstorff House	3070	N. Shoreline	1	6	3	x		x		x		
Rengstorff Park	201	S. Rengstorff	1	4	2	x			x			

ATTACHMENT L:

CITY FACILITIES

Facility	Address	Street	Units	Size	Freq.	M	T	W	T	F	Sa	Su
TRASH (CONTINUED)												
Rengstorff Park	201	S. Rengstorff	4	6	2	x			x			
Safe Parking Lot #1*	0	N. Shoreline	1	3	2	x			x			
Safe Parking Lot #2*	79	E. Evelyn	1	3	2	x			x			
Senior Center	266	Escuela	1	4	3	x		x		x		
Senior Center Garden	0	Escuela/Crisanto	4	96	1	x						
Senior Center Garden	0	Escuela/Crisanto	1	32	1	x						
Shoreline Athletic Fields	2450	Garcia	1	3	2	x			x			
Shoreline Golf Club	2600	N. Shoreline	1	4	6	x	x	x	x	x	x	
Shoreline Maintenance	2600	N. Shoreline	2	3	2	x			x			
Stevenson Ballpark	0	Montecito	1	2	2	x			x			
Sylvan Park	600	Sylvan	1	3	2		x			x		
Teen Center	263	Escuela	1	2	1			x				
Whisman Park	310	Easy	1	6	1		x					
Willowgate Garden	0	Andsbury	2	64	1				x			
DEBRIS BOXES												
MOC Building*	231	N. Whisman	2	20	On call							
MOC Building*	231	N. Whisman	1	30	On call							
MOC Building*	231	N. Whisman	1	40	On call	Used for green waste						
Shoreline Maintenance*	2600	N. Shoreline	1	16	On call							
Shoreline Maintenance*	2600	N. Shoreline	1	30	On call							

* City pays for service

UPDATED 1/29/2021

ATTACHMENT M:

CONTAINER SPECIFICATIONS

Container Specifications - Carts				
1.	Material to be Collected	Color	Default Capacity	
	Solid Waste	Black	24, 32, 64, 96 gallons	
	SFD Recyclables Containers/Fiber	Blue lids/Grey Split Body Cart	64 or 96 gallons	
	MFD/Commercial Recyclables Newspaper Mixed Paper Containers	Dark Blue	64 or 96 gallons	
	Organic Materials	Light Blue		
		Dark Green	24,32,64 or 96 gallons	
2.	Manufacturer.....		Toter Inc. ¹	
3.	Material of Construction.....		LMPDE – Linear Medium Density Polyethylene	
4.	Recycled Content (percentage).....		Minimum of thirty percent (30%) post-consumer recycled content material	
5.	Manufacturing Method (rotational molding, injection molding, other.).....		Rotational molded for 24, 32, 48, 64, and 96 gallon carts ²	
	Cart Size ³	24 gal	32 gal	64 gal
				96 gal
6.	Durability (in service years)	10+	10+	10+
7.	Dimensions of Each Container (Length x Depth x Height) (dimensions may be narrower at bottom of cart)	1' 8" x 2'.0' x 2' 10'	1' 8" x 2' 0" x 3' 2"	2' 4" x 2' 7" x 3' 4"
8.	Wheel Size (carts only)	8"	10"	10"
9.	Maximum Load Weight (lbs)	60-74 lbs	112 lbs	224 lbs
10.	Manufacturer's warranty (years)	10	10	10
11.	Labeling (list methods)	Hot Stamp on Body and/or Lid		

¹ Cart manufacturer shall be Toter or other manufacturer approved by the City.

² If rotational molded carts are not available, injection molded is acceptable.

³ Cart capacity may vary slightly based on manufacturer.

ATTACHMENT M:

CONTAINER SPECIFICATIONS

Container Specifications - Bins					
1. Material to be Collected.	Garbage	☒	Color = Grey		
	Recyclables	☒	Color = Blue		
	Organic Materials	☒	Color = Green		
	C&D Materials	☒	Color = Grey		
2. Manufacturer.....	Consolidated Fabricators ¹				
3. Material of Construction	Steel Body ¹		HDPE Plastic Lid		
4. Recycled Content (percentage).....	30%				
5. Manufacturing Method	Welded (Body)		Molded (Lid)		
6. New or Used (Agency authorization required).....	☒ New		☐ Used		
Container Size (cubic yards)	1 CY	2 CY	3 CY	4 CY	6 CY
7. Durability (in service years)	10+	10+	10+	10+	10+
8. Dimensions of Each Container (Length x Depth x Height)	6' 9" x 2' 9.5" x 3' 3.5"	6' 9" x 3' 5.5" x 4' 1.5"	6' 9" x 4' 0.5" x 4' 10.5"	6' 9" x 4' 10" x 5' 6"	6' 9" x 6' 2" x 6' 0"
9. Wheel Size (if appropriate)	6"	6"	6"	6"	6"
10. Maximum Load Weight (lbs)	600	1,000	1,400	1,800	2,200
11. Manufacturer's warranty (years)	10	10	10	10	10
12. Labeling (list methods)	Paint and decals				

¹ Organics Bins may have a hard plastic liner, and special front-load sealed lid made by Impact Plastics

ATTACHMENT M:

CONTAINER SPECIFICATIONS

Container Specifications – Drop Boxes					
1. Material to be Collected.	Garbage	☒			
	Recyclables	☒			
	Mixed or Separated	☒			
	Organic Materials	☒			
	C&D Materials	☒			
2. Manufacturer.....	Consolidated Fabricators				
3. Material of Construction	Steel Body	Steel Lid			
4. Recycled Content (percentage).....	30%				
5. Manufacturing Method	Welded				
6. New or Used (Agency authorization required).....	☒ New		☐ Used		
Container Size	10 yd	16 CY	20 CY	30 CY	40 CY
7. Color	Grey	Grey	Grey	Grey	Grey
8. Durability (in service years)	10+	10+	10+	10+	10+
9. Cost of Each Container	N/A	N/A	N/A	N/A	N/A
10. Dimensions of Each Container (Width x Length x Height).....	8x8x4'	8x14x4'	8x18x4'	8x22x5.5'	8x22.5x6.5'
11. Wheel Size (if appropriate)	10"	10"	10"	10"	10"
12. Maximum Load Weight (lbs) with container	10,000	10,000	10,000	10,000	10,000
13. Manufacturer's warranty (years)	10	10	10	10	10
14. Labeling (list methods)	Paint and decals				

N/A means "not applicable."

ATTACHMENT N:

PERFORMANCE BOND

CONTRACTOR'S BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, and
_____,
incorporated under the laws of the State of _____, and authorized to execute bonds
and undertakings as Surety, are held firmly bound unto the CITY OF MOUNTAIN VIEW, a
municipal corporation of the State of California, in the sum of One Million Dollars (\$1,000,000),
for payment whereof, well and truly to be made, said Principal and Surety bind themselves,
their administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that: WHEREAS, the above-bounden
Principal has entered into a certain contract attached hereto and incorporated herein by
reference as though fully set forth, with the CITY OF MOUNTAIN VIEW, to do and perform
the following work; to wit:

as required by the plans and specifications, pursuant to the award made to said contractor by
the Council of the CITY OF MOUNTAIN VIEW, on _____, __, as will more fully
appear by reference to the minutes of said Council of said date.

The surety hereby stipulates and agrees that no change, extension of time, alteration or
addition to the terms of the agreement or to the work to be performed thereunder or to the
specifications accompanying the same shall in any way affect its obligation on this bond and it
does hereby waive notice of any such change, extension of time, alteration or addition to the
terms of the agreement or to the work or to the specifications.

NOW, THEREFORE, if the above-bounden Principal shall well and truly perform the
work contracted to be performed under said contract, then this obligation shall be void;
otherwise, to remain in full force and effect.

ATTACHMENT N: PERFORMANCE BOND

Signed and sealed this _____ day of _____, 20__.

BY: _____

BY: _____

CONTRACTOR

SURETY (Address and Phone No.)

(CORPORATE SEAL)

(SURETY SEAL)

The amount of the within obligation is hereby fixed by the City Council in the sum of _____ Dollars (\$____), that sum being more than one hundred percent (100%) of the contract price, is by said City Council deemed sufficient and adequate, and is the sum fixed by it for that purpose.

APPROVED AS TO FORM:

City Attorney

ATTEST: _____
City Clerk

City Manager

MVF 22-02A (Rev. 08/28/11)

ATTACHMENT O:

GUARANTY

THIS GUARANTY (the "Guaranty") is given as of the [23rd] day of [March], 2021, by RECOLOGY INC., formerly NORCAL WASTE SYSTEMS, INC., ("Guarantor"), to the CITY OF MOUNTAIN VIEW, a California municipal corporation ("City").

THIS GUARANTY is made with reference to the following facts and circumstances:

A. Recology Mountain View ("Contractor") is a corporation organized under the laws of the State of California, all of the issued and outstanding stock of which is owned by Guarantor.

B. Guarantor is a corporation organized under the laws of the State of California.

C. Contractor and City have negotiated an Agreement for Recyclable Materials, Organic Materials and Solid Waste Collection (such Agreement, as it may be amended, modified or waived from time to time, the "Agreement"), under which Contractor is to provide specified services to City. A copy of this Agreement is attached hereto and incorporated herein by reference.

D. The Agreement includes services that will, or may, be provided by Affiliates.

E. It is a requirement of the Agreement, and a condition to City's entering into the Agreement, that Guarantor guaranty Contractor's performance of the Agreement.

F. Guarantor is providing this Guaranty regarding all services to be provided under the Agreement to induce City to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

1. Guaranty of the Agreement. Guarantor hereby irrevocably and unconditionally guarantees to City the complete and timely performance, satisfaction and observation by Contractor of each and every term and condition of the Agreement which Contractor is required to perform, satisfy or observe. In the event that Contractor or an Affiliate fails to perform, satisfy or observe any of the terms or conditions of the Agreement, Guarantor will promptly and fully perform, satisfy or observe them in the place of the Contractor or Affiliate. Guarantor hereby guarantees prompt payment to City of each and every sum due from Contractor or Affiliate to City under the Agreement, as and when due from time to time, and the prompt performance of every other task and duty required to be performed by the Contractor or Affiliate under the Agreement.

2. Guarantor's Obligations Are Absolute. The obligations of the Guarantor hereunder are direct, immediate, absolute, continuing, unconditional and unlimited and, with respect to any payment obligation of Contractor under the Agreement, shall constitute a guarantee of payment and not of collection, and are not conditioned upon the genuineness, validity, regularity or enforceability of the Agreement.

ATTACHMENT O:

GUARANTY

3. Waivers and Subordination. The Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under Section 1 hereof for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of Contractor or Affiliate; (2) any amendment, modification or waiver of any provision of the Agreement or the extension of its Term; (3) the actual or purported rejection of the Agreement by a trustee in bankruptcy, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (4) any waiver, extension, release or modification with respect to any of the obligations of the Agreement guaranteed hereunder, or the impairment or suspension of any of City's rights or remedies against Contractor; or (5) any merger or consolidation of Contractor or Affiliate with any other organization, or any sale, lease or transfer of any or all the assets of the Contractor.

The Guarantor hereby waives any and all rights, benefits and defenses under California Civil Code Sections 2809, 2815, 2819, 2845, 2849 and 2850, and all other rights permitted to be waived by Section 2856(a) including, without limitation, the right to require City to (a) proceed against Contractor, (b) proceed against or exhaust any security or collateral City may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor's benefit; and agrees City may proceed against Guarantor for the obligations guaranteed herein without taking any action against Contractor or any other guarantor or pledger and without proceeding against or exhausting any security or collateral City may hold now or hereafter hold. City may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against Contractor or any other guarantor or pledger without impairing City's rights and remedies in enforcing this Guarantee.

The Guarantor hereby waives and agrees to waive at any future time at the request of City, to the extent now or then permitted by applicable law, any and all rights which the Guarantor may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the liability of the Guarantor hereunder: (a) at any time or from time to time, without notice to the Guarantor, the time for Contractor's performance of, or compliance with, any of its obligations under the Agreement is extended, or such performance or compliance is waived; (b) the Agreement is modified or amended in any respect; (c) any other indemnification with respect to Contractor's obligations under the Agreement, or any security therefore, is released or exchanged, in whole or in part, or otherwise dealt with; (d) any assignment of the Agreement is effected which does not require City's approval; or (e) any termination or suspension of the Agreement arising by reason of a default by Contractor.

The Guarantor hereby expressly waives diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of

ATTACHMENT O:

GUARANTY

acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from City as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor or Contractor prior to such avoidance or recovery, or (b) payment in full of any obligations then outstanding.

The Guarantor expressly subordinates and waives its rights to subrogation, reimbursement, contribution or indemnity with respect to performance by Guarantor of the obligations of Contractor or Affiliate guaranteed hereby, until such time as City receives payment or performance in full of all such obligations.

4. Term. This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed by Contractor, and Guarantor shall remain fully responsible under this Guaranty without regard to the acceptance by City of any performance bond or other collateral to assure the performance of Contractor's or Affiliate's obligations under the Agreement. Guarantor shall not be released of its obligations hereunder so long as there is any claim by City against Contractor arising out of the Agreement based on Contractor's failure to perform which has not been settled or discharged.

5. No Waivers by City. No delay on the part of City in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on Guarantor shall be a waiver of any obligation of Guarantor or right of City to take other or further action without notice or demand. No modification or waiver by City of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by City and by Guarantor, nor shall any waiver by City be effective except in the specific instance or matter for which it is given.

6. Attorney's Fees. In addition to the amounts guaranteed under this Guaranty, Guarantor agrees to pay actual attorney's fees and all other costs and expenses incurred by City in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder.

7. Governing Law; Jurisdiction. This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws rules for all purposes, including, but not limited to, matters of construction, validity and performance. Guarantor agrees that any action brought by City to enforce this Guaranty may be brought in any court of the State of California and Guarantor consents to personal jurisdiction over it by such courts. Guarantor appoints the following person as its agent for service of process in California:

ATTACHMENT O:

GUARANTY

Roxanne L. Frye
Recology Inc.
50 California Street, 24th Floor
San Francisco, CA 94111

8. Severability. If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity shall have no effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.

9. Binding on Successors. This Guaranty shall inure to the benefit of City and its successors and shall be binding upon Guarantor and its successors, including a successor entity formed by a merger or consolidation, a transferee of substantially all of its assets, and its shareholders in the event of its dissolution or insolvency.

10. Authority. Guarantor represents and warrants that it has the corporate power to give this Guaranty, that its execution of this Guaranty has been authorized by all necessary action under its Articles of Incorporation and by-laws, and that the person signing this Guaranty on its behalf has authority to do so.

11. Notices. Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

To City: City of Mountain View
 500 Castro Street
 Mountain View, California 94041
 ATTN: City Manager

With a copy to City's Attorney at the same address.

To Guarantor: Recology Inc.
 50 California Street, 24th Floor
 San Francisco, CA 94111
 Attention: Legal Department

The parties may change the address to which notice is to be sent by giving the other party notice of the change as provided in this Section.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty on the day and year first above written.

ATTACHMENT O:

GUARANTY

RECOLOGY INC.

DocuSigned by:
Salvatore Coniglio
444C41D60A26433...

By: _____
Salvatore M. Coniglio
President & CEO

DocuSigned by:
Cary Chen
AAE581E945974C3...

By: _____
Cary Chen
Corporate Secretary

ATTACHMENT P:

RATE SCHEDULE

Rates listed are effective January 1, 2021 and are subject to change, generally annually, as determined at the City's budget and rate setting process. Charges, if any, for multi-family organics service have not yet been determined and are not reflected in this schedule.

Cart Garbage Monthly Service Rates	
20 Gallon (mini-can) (residential only)	\$24.45
32 Gallon	\$35.65
64 Gallon	\$71.30
96 Gallon	\$106.95
Extra Garbage Tag	\$6.00

Cart Commercial Organics Monthly Service Rates			
Frequency Times/Week	Cart Size		
	32 Gallon	64 Gallon	96 Gallon
1	\$13.05	\$26.10	\$39.10
2	\$28.70	\$57.35	\$86.00
3	\$44.25	\$88.50	\$132.75
4	\$59.85	\$119.70	\$179.55
5	\$75.45	\$150.90	\$226.30
6	\$91.05	\$182.05	\$273.10
Extra Pick Up	\$10.15	\$20.30	\$30.45

ATTACHMENT P:

RATE SCHEDULE

Cart Extra Service Charges	
Extra Pick-Up YT or Recycle Cart (not regular service day)	\$14.00
Extra Pick-Up Trash Cart (not regular service day)	Return Trip Fee + Excess Garbage Fee
Contaminated Organics or Recycle Cart (return to collect as trash)	Return Trip Fee + Excess Garbage Fee
Excess Garbage	\$6 (20g or 32g) \$12 (64g) \$18 (96g)
Extra Garbage Bag Tags (max. bag size 32g)	\$6
Return Trip Fee	\$19
Extra Organics Carts (in excess of 3)	\$3.00 per cart
Extra Recycling Carts (in excess of 2)	\$3.00 per cart
Lock Set-Up (one time fee)	\$25.00

Clean-Up Services		
Bin For A Day	\$248.00	Includes 7-day rental
RecycleMyJunk	Quoted Price	
Bulky Items	Per Schedule	
Specials	\$135 per hour	

ATTACHMENT P:

RATE SCHEDULE

Bin Garbage Monthly Service Rates					
Frequency Times/Week	Container Size				
	1 CY	2 CY	3 CY	4 CY	6 CY
1	\$109.10	\$217.85	\$326.70	\$435.55	\$653.30
2	\$240.05	\$457.80	\$675.40	\$893.45	\$1,328.80
3	\$370.50	\$697.40	\$1,023.90	\$1,350.60	\$2,004.40
4	\$501.15	\$936.80	\$1,372.55	\$1,808.10	\$2,679.60
5	\$631.70	\$1,176.30	\$1,721.00	\$2,265.50	\$3,354.65
6	\$762.25	\$1,415.90	\$2,069.50	\$2,722.75	\$4,029.85
Extra Pick Up	\$85.00	\$106.40	\$135.90	\$185.90	\$284.15
Rental	\$21.95	\$32.85	\$43.75	\$54.65	\$65.60

Bin Commercial Organics Monthly Service Rates					
Frequency Times/Week	Container Size				
	1 CY	2 CY	3 CY	4 CY	6 CY
1	\$81.85	\$163.40	\$245.05	\$326.70	--
2	\$180.85	\$343.35	\$506.55	\$670.10	--
3	\$277.90	\$523.05	\$767.95	\$1,012.95	--
4	\$375.90	\$702.60	\$1,029.45	\$1,356.10	--
5	\$473.80	\$882.25	\$1,290.75	\$1,699.15	--
6	\$571.70	\$1,061.95	\$1,552.15	\$2,042.10	--
Extra Pick Up	\$63.75	\$79.80	\$101.95	\$139.45	--
Rental	\$21.95	\$32.85	\$43.75	\$54.65	--

ATTACHMENT P:

RATE SCHEDULE

Other Bin Service Charges		
Roll Out Charge	\$0.75 per foot/ per container /x weekly frequency/ per month	Applies if container must be rolled more than 30 feet. No credit for first 30 feet.
Bin Steam Clean	\$75.00 per container	Customer Request exclusive of required (Section 8.05.F)
Bin Paint (includes clean)	\$150.00 per container	In excess of reasonable wear and tear (including repeated graffiti)
Pallet Charge	\$5.00 per pallet	\$20 minimum
Lock Set Up	\$75.00	One-time fee – for garbage or organics only (recycle no charge)
Enclosure Lock	\$15.00	
Bin Disposal	\$75.00	Customer owned bins
Specials	\$135.00 per hour	
Return Trip Fee	\$19.00	
Contaminated Recycle or Organics Bins (return to collect as trash)	Return Trip Fee + Extra Pick Up (for bin size)	
Downtown Business Recycling Enclosure Key Replacement	\$25.00	

ATTACHMENT P:

RATE SCHEDULE

Garbage Compactor Rate (per service)	
Garbage – per cubic yard	\$68.95
Cardboard or mixed containers or mixed paper – per cubic yard	\$17.25

Commercial Organics Compactor Rate (per service) Self-Contained Units Only	
Organics – per cubic yard	\$51.75

Debris Box Rates (per service)						
	8 CY	16 CY	20 CY	25 CY	30 CY	40 CY
Allowed Tons	10	10	10	10	10	10
Garbage	--	\$734.85	\$849.65	\$964.35	\$1,090.35	\$1,291.80
“Rock” Box	\$699.95	--	--	--	--	--
Yard Trimmings (Greenwaste)	--	\$551.15	\$637.25	\$723.30	\$817.80	\$968.85
Cardboard	--	\$183.75	\$212.45	\$241.10	\$272.60	\$322.95
Rental Per Day (after 7 days)	\$16.00					
Rental Monthly	\$486.70					

Other Compactor/Debris Box Service Charges		
Compactor Steam Clean	\$135.00 per hour	One hour charge minimum
Return Trip (not ready to dump)	\$75.00	
Standby (not ready to dump)	\$65.00	Maximum standby time – 30 minutes
Same Day Cancellation	\$50.00	No dump

ATTACHMENT P:

RATE SCHEDULE

Relocate Debris Box		\$75.00		After initial delivery
Bulky Collections		Accepted On Call Plus (no charge)	Accepted MVRC (no charge ¹)	Accepted SMaRT ⁵
Air Conditioners	\$60	x		x
Computer Monitors	\$20	x	x	x no fee
Dryer	\$20	x	x ³	x
Freezer upright (standard size) ²	\$60	x		x
Mattress or Box Spring (Pick-Up) Twin/Double	\$24 per piece	x		x
Queen	\$30 per piece	x		x
King	\$41 per piece	x		x
Mattress or Box Spring (Drop-Off at MVRC)	\$18 per piece		x	
Microwave	\$20	x	x	x no fee
Refrigerator (standard size) ²	\$60	x		x
Sofa (up to 6 feet) ²	\$50	x	x ^{3,4}	x
Sofabed	\$65	x	x ^{3,4}	x
Stove	\$20 to \$50	x	x ³	x
Television <19"	\$20	x	x	x no fee
<27"	\$25	x	x	x no fee
<35"	\$35	x	x	x no fee
<45"	Quote	x	x	x no fee
>45"	Quote	x	x	x no fee
with console	+ \$10	x		x
Tires (car or pickup) Limit 4	\$10 per tire, + \$20 if not combined with other collection	x		x
Washer	\$30	x	x ³	x

ATTACHMENT P:
RATE SCHEDULE

Water Heater	\$0.60 per gallon (\$20 min)	x	x ³	x
¹ Except mattress and box springs		² For oversize, provide quote		
³ By appointment only		⁴ Reusable only		
⁵ No charge with Voucher (see limits). Without Voucher, refer to SMaRT Fee Schedule				

ATTACHMENT Q:

LIQUIDATED DAMAGES

It shall be the duty of Contractor to fully perform the services specified in this Agreement, and to use sound practices, policies, and procedures in doing so. Contractor agrees its failure to perform the services as set forth in this Agreement would cause City damage. City and Contractor mutually agree that making a precise determination of the amount of City's damage as a result of Contractor's failure would be impractical and/or extremely difficult. Therefore, the parties agree that, in the event of such a failure, Contractor shall pay to City as Liquidated Damages the amounts listed below, to the extent such Liquidated Damages are assessed by City in accordance with Article 14.07. City assessment of Liquidated Damages in no way limits City's exercise of its rights under Article 14.06

The following terms are defined specific to this Attachment:

"Complaint" shall mean each written or orally communicated statement made by any Person, whether to City or Contractor, alleging: (1) non-performance, or deficiencies in Contractor's performance, of its duties under this Agreement; or, (2) a violation by Contractor of this Agreement.

"Event" shall mean each occurrence of the required Specific Performance Measure that exceeds Acceptable Performance Level, as provided in the chart below.

Contractor is required to maintain records of Customer Complaints which show for each Complaint: date and time received; name, address and telephone number of caller; nature of Complaint (e.g., missed pick-up, property damage, etc.); name of employee receiving Complaint; action taken by Contractor to respond to Complaint; and date Complaint was resolved. Contractor shall submit to Agency with its quarterly report a liquidated damages report which summarizes the number of Complaints in each category and computes the amount (if any) of liquidated damages accrued by month during the preceding quarter. If Agency requests, Contractor shall also provide a printout of full records for the quarter.

Specific Performance Measure	Definition	Acceptable Performance Level	Tracking Method	Liquidated Damage Amount
COLLECTION QUALITY				
Unauthorized Collection Hours	Each Complaint of failure to comply with hours of operation as required in Agreement except as expressly approved by City, and except for collection in areas where the land use changed to residential within the prior 12 months.	3 per year	Contractor's Quarterly report from its Customer service system listing total Complaints for this category.	\$150 per Event

ATTACHMENT Q:

LIQUIDATED DAMAGES

Specific Performance Measure	Definition	Acceptable Performance Level	Tracking Method	Liquidated Damage Amount
Missed Collections	Each failure of Contractor to Collect a Container from a Customer who properly placed said Container for Collection.	150 per month	Quarterly Report, See Above	\$100 per Event
Failure to Correct Missed Collections	Each "Missed Collection" as defined above which is not Collected by the end of Business Day following receipt of the Customer complaint about the Missed Collection.	Less than 1 per 100 Missed Collections	Quarterly Report, See Above	\$100 per Event
Improper Container Placement	Each Complaint of Contractors failure to return empty containers to original location (or alternate location if original location was not safe with regard to pedestrian or vehicular traffic), and each Complaint of failure to place containers upright with lids closed and any enclosure gates closed (except that Contractor shall not be responsible for placement of Containers that are moved due to inclement weather conditions, third parties or other factors outside Contractor's control).	4 per month	Quarterly Report, See Above	\$100 per Event
Failure to Clean Up Spillage	Each failure by Contractor to clean up any items or materials spilled during the Collection of a Container.	5 per month	Quarterly Report, See Above	\$250 per Event
Spills of Vehicle Fluid	Each Complaint of unreasonable leaks or spills of hydraulic fluids, fuel, motor oil, and other motor vehicle fluids and liquids from Collection vehicle on public or private streets.	No incidents or Complaints are acceptable	Quarterly Report, See Above	\$500 per Event

ATTACHMENT Q:

LIQUIDATED DAMAGES

Specific Performance Measure	Definition	Acceptable Performance Level	Tracking Method	Liquidated Damage Amount
Inadequate Care of Property	Each Complaint that Contractor has not closed a Customer's gate, has crossed planted areas, etc.	4 per month	Quarterly Report, See Above	\$250 per Event
Damage to Property	Each instance of damaged private property (including damage of private vehicles).	12 per year	Quarterly Report, See Above	\$250.00 per Event
Unacceptable Employee Behavior	Each Complaint of reportedly discourteous, rude, or inappropriate behavior by Collection vehicle personnel, Customer service personnel, or other employees of Contractor, as validated by Contractor or City.	No incidents or Complaints are acceptable	Quarterly Report, See Above	\$300 per Event
Failure to Commence Service	Each Complaint of Contractor's failure to provide new service or change an existing service level within 5 Business Days of receiving the request.	10 per year	Quarterly Report, See Above	\$100 per Event
Failure to Replace Container	Any failure by Contractor to repair or replace a damaged or leaking Container within 5 Business Days of receiving such request from Customer or City.	No acceptable failure level	Quarterly Report, See Above	\$50 per Event
Failure to Provide Notice	Failure to leave a non-collection notice, replacement oil jug, or household battery bag.	10 per year	Quarterly Report, See Above	\$100 per Event
CUSTOMER SERVICE QUALITY				
Failure to Resolve Complaint	Failure by Contractor to resolve or remedy a Complaint within 7 calendar days of receiving such Complaint.	No acceptable failure level	Quarterly Report, See Above	\$250 per Event
Excessive Call Center Hold Time	Any month in which the Average Hold Time in seconds exceeds 120 seconds.	No acceptable failure level	Contractor's Monthly Report	\$100 per Event

ATTACHMENT Q:

LIQUIDATED DAMAGES

Specific Performance Measure	Definition	Acceptable Performance Level	Tracking Method	Liquidated Damage Amount
Failure to Perform Technical Assistance, Public Education and Outreach	Any failure to provide technical outreach services in accordance with the Implementation and Public Outreach Plans in Attachments D and E of this Agreement.	No acceptable failure level	Contractor's Annual Report	\$250 per Event
REPORTING				
Inaccurate Billing Information	Failure to report accurate and verifiable records for all services other than Ordinary Services, for which City normally Bills Customers.	2 per month	The data and information contained in Contractor's weekly billing and new starts transmittal shall be verified for accuracy by City.	\$100 per Event
Late Reports	Each occurrence of a Report, as required under Article 9 of this Agreement, being submitted after the due date. Reports shall be considered late until they are submitted in a complete and accurate format.	Less than 5 calendar days after reporting due date	Contractor's submittal dates shall be recorded and compared to the submittal requirements of this Agreement.	\$250 per day
Misleading/ Inaccurate Reporting	Each day Contractor fails to submit corrections rectifying the inaccurate, misleading, or erroneous data and information contained in reports, commencing with the third Business Day after receiving notification from City. Typographical, cell reference, mathematical, and/or logic errors shall not be considered legitimate excuses from this requirement, nor shall ignorance.	No acceptable failure level	The data and information contained in Contractor's submittal shall be recorded and verified for accuracy by City.	\$250 per day for each day Contractor fails to make correction commencing with the third Business Day after receiving notification from City

ATTACHMENT Q:

LIQUIDATED DAMAGES

Specific Performance Measure	Definition	Acceptable Performance Level	Tracking Method	Liquidated Damage Amount
MATERIAL HANDLING				
Delivery to Non-Approved Facility	Each individual failure to deliver any materials to Designated Facility(ies) without written City approval.	No acceptable failure level	Tonnage Reports, Observation	\$500 per ton
Disposal of Diverted Materials	Each individual occurrence of delivering Recyclable Materials, Organics, or recyclable Construction and Demolition Debris for disposal without written City approval.	No acceptable failure level	Tonnage Reports, Observation	\$500 per ton

ATTACHMENT R:

CONTRACTOR'S ALLOWABLE REVENUE CALCULATION

EXAMPLES

	Section 11.07.B.4	Section 11.07.B.5.a	Section 11.07.B.5 Example 1	Section 11.07.B.5 Example 2	Section 11.07.B.5 Example 3
Projected Contractor's Revenue	10,700,000	9,700,000	9,700,000	10,000,000	10,300,000
Projected Allowable Expenses	<u>9,400,000</u>	<u>9,400,000</u>	<u>9,400,000</u>	<u>9,400,000</u>	<u>9,400,000</u>
Calculated Profit	1,300,000	300,000	300,000	600,000	900,000
Calculated Profit Level	12.15%	3.09%	3.09%	6.00%	8.74%
CPI-U	2.00%	2.00%	4.00%	3.00%	4.00%
Projected Contractor's Revenue adjusted by CPI-U	N/A	9,894,000	10,088,000	10,300,000	10,712,000
Projected Allowable Expenses		9,400,000	9,400,000	9,400,000	9,400,000
Change in Franchise Fees	<u></u>	<u>38,800</u>	<u>77,600</u>	<u>60,000</u>	<u>82,400</u>
Calculated Profit		455,200	610,400	840,000	1,229,600
Calculated Profit Level		4.60%	6.05%	8.16%	11.48%
		Less than Minimum	in allowable range	in allowable range	Greater than Maximum
Rate Increase/(Decrease)	-3.07%	3.93%	4.00%	3.00%	1.81%
Contractor's Allowable Revenue	10,371,510	10,081,210	10,088,000	10,300,000	10,486,430
Projected Allowable Expenses	9,400,000	9,400,000	9,400,000	9,400,000	9,400,000
Change in Franchise Fees	<u>(65,698)</u>	<u>76,242</u>	<u>77,600</u>	<u>60,000</u>	<u>37,286</u>
Calculated Profit	1,037,208	604,968	610,400	840,000	1,049,144
Calculated Profit Level	10.00%	6.00%	6.05%	8.16%	10.00%

ATTACHMENT S

Contractor's Agreement with Designated Processing Facility for Construction & Demolition Debris and loose debris, and Summary of Pricing Terms of Contractor's Agreement with Designated Processing Facility for other Applicable Recyclable Materials

SUMMARY TERMS

RECYCLABLE MATERIALS PROCESSING AGREEMENT RECOLOGY MOUNTAIN VIEW & GREENWASTE RECOVERY, INC.

Reference is made to the terms of the Processing Agreement (the "Processing Agreement") executed December 29, 2020 by and between Recology Mountain View (Recology or Customer) and GreenWaste Recovery, Inc. (GreenWaste or Processor). This document is provided by GreenWaste and is intended to summarize the pricing terms of the Processing Agreement and be attached as an exhibit to the Franchise Agreement between the City of Mountain View (City) and Recology Mountain View (the "Franchise Agreement"). As used in this document, "parties" means Recology and GreenWaste.

Processing Agreement Term

If City directs Customer to utilize Processor, the Processing Agreement services commence on the date determined by City, but no earlier than July 1, 2021 or later than January 1, 2022, and terminate on June 30, 2035, or earlier upon the expiration or earlier termination of the Franchise Agreement.

Recyclable Material Stream Classifications

Recyclable Materials delivered by Customer to Processor will be distinguished by five categories that include four levels of Contamination at the point of delivery, as follows:

- (a) *Source Separated OCC*: Inbound loads of Source Separated OCC with less than or equal to one half of one percent (0.5%) non-OCC by weight, and less than or equal to twelve percent (12%) Moisture Content will be baled; inbound loads with greater than one half of one percent (0.5%) non-OCC by weight or greater than twelve percent (12%) Moisture Content will be classified and treated as Recyclables Stream ONE, TWO, THREE or FOUR.
- (b) *Recyclables Stream ONE*: Inbound loads with less than or equal to ten percent (10%) Non-Recyclable Materials by weight, and less than twelve percent (12%) Moisture Content. Recyclables Stream ONE will be Processed.
- (c) *Recyclables Stream TWO*: Inbound loads with greater than ten percent (10%) and less than or equal to twenty percent (20%) Non-Recyclable Materials by weight, and less than twelve percent (12%) Moisture Content. Recyclables Stream TWO will be Processed.
- (d) *Recyclables Stream THREE*: Inbound loads with either (i) more than twenty percent (20%) and less than or equal to thirty percent (30%) Non-Recyclable Materials by weight,

ATTACHMENT S

Contractor's Agreement with Designated Processing Facility for Construction & Demolition Debris and loose debris, and Summary of Pricing Terms of Contractor's Agreement with Designated Processing Facility for other Applicable Recyclable Materials

and less than twelve percent (12%) Moisture Content, or (ii) less than or equal to (20%) Non-Recyclable Materials by weight, and greater than or equal to twelve percent (12%) and less than eighteen percent (18%) Moisture Content. Recyclables Stream THREE will be Processed or Disposed, as determined in accordance with the Reclassified Materials Stream Section below.

(e) *Recyclables Stream FOUR*: Inbound loads with (i) greater than thirty percent (30%) Non-Recyclable Materials by weight, or (ii) greater than or equal to eighteen percent (18%) Moisture Content. Recyclables Stream FOUR will be Processed or Disposed, as determined in accordance with the Reclassified Materials Stream Section below.

Reclassified Material Streams

If Processor classifies a load of material as Recyclables Streams THREE or FOUR, then Processor shall Process or Dispose of such load, as determined by Processor in its sole discretion, but with Processing being the default. If in a given month (i) more than fifty percent (50%) of the Recyclable Materials delivered by Customer from a given materials stream are classified as Recyclables Streams THREE or FOUR, and (ii) more than ten percent (10%) of the Recyclables Streams THREE and FOUR material by weight delivered by Customer from that materials stream is being Disposed, then at the request of either party, the parties shall negotiate in good faith adjustments to whether and how such materials stream is handled under this Agreement. Such adjustments may also include changes in Processor's obligation to reserve capacity for such materials stream, and/or Customer's obligation to deliver such materials stream to Processor (if the stream is Exclusive Tons).

Relevant Defined Terms

"Contamination" means the percentage by weight of Non-Recyclable Material in a load of Recyclable Material together with the percentage Moisture Content of such load.

"Moisture Content" means the percentage of moisture of Recyclable Materials delivered by Customer to Processor as determined by using a moisture meter of the type used by China Certification & Inspection Group (CCIC).

"Non-Recyclable Materials" means those materials collected by Customer as part of a Recyclable Materials collection program and delivered to the Processor Facility that require Disposal because they are:

- i. Not Acceptable Recyclable Materials, or
- ii. Are Acceptable Recyclable Materials but are:

ATTACHMENT S

Contractor's Agreement with Designated Processing Facility for Construction & Demolition Debris and loose debris, and Summary of Pricing Terms of Contractor's Agreement with Designated Processing Facility for other Applicable Recyclable Materials

- a. Not free of food/liquid, or
- b. Free of food/liquid but:
 - i. Are smaller than 2"-2.5" and, as a result, are not recoverable using industry-standard processing equipment or otherwise commercially reasonable methods, or
 - ii. Delivered a condition that renders them unmarketable (e.g. contaminated with paint inside packer truck, mangled from auger in truck), provided that, if Processor deems any material to be Non-Recyclable due to this factor, Processor shall promptly notify Customer of the same, so that Customer can take steps to correct the problem, or
 - iii. Where no commercially reasonable market exists for their disposition.

"Recyclable Materials" means materials of the type normally accepted in residential or commercial single-stream curbside collection recycling programs in the South Bay region, which have been separated by the generator from other Solid Waste, but excluding Non-Recyclable Materials. See attached list of accepted types of Recyclable Materials ("Acceptable Recyclable Materials") as of the Commencement Date. The parties may, by mutual written agreement, add additional materials or remove materials. Recyclable Materials may be either a mixed stream of commingled Acceptable Recyclable Materials, or a stream consisting of a single type of Acceptable Recyclable Materials (such as Source Separated OCC).

"Source Separated OCC" means used boxes and sheets of clean corrugated board of various qualities, known as Old Corrugated Containers (OCC) made from unbleached, unwaxed paper with a fluted (corrugated) inner liner that is segregated by the waste generator into a separate container designated for collection in a route vehicle designated only for OCC to be delivered to Processor for direct baling. Source Separated OCC is a subset of Recyclable Materials.

General Pricing Terms

The compensation for Recyclable Materials Processing services provided by GreenWaste is generally structured as illustrated below, with initial per ton rates for each Recyclables Stream as follows:

Prior Month Composite Price:	≤\$50	>\$50 ≤\$100	>\$100 ≤\$150	>\$150 ≤\$250	>\$250 ≤\$300	>\$300 ≤\$350	>\$350 ≤\$400	>\$400

ATTACHMENT S

Contractor's Agreement with Designated Processing Facility for Construction & Demolition Debris and loose debris, and Summary of Pricing Terms of Contractor's Agreement with Designated Processing Facility for other Applicable Recyclable Materials

Recyclables Stream ONE	\$ 56	\$ 36	\$ 26	\$ 16	\$ 6	\$ 0	\$ (7)	\$ (17)
Recyclables Stream TWO	\$ 74	\$ 54	\$ 44	\$ 34	\$ 24	\$ 18	\$ 11	\$ 1
Recyclables Stream THREE	\$ 107	\$ 87	\$ 77	\$ 67	\$ 57	\$ 51	\$ 44	\$ 34
Recyclables Stream FOUR	\$ 129	\$ 109	\$ 99	\$ 89	\$ 79	\$ 73	\$ 66	\$ 56
Reclassified & Disposed	\$ 89	\$ 89	\$ 89	\$ 89	\$ 89	\$ 89	\$ 89	\$ 89

The Composite Price is adjusted monthly based on various factors specified in the Processing Agreement. Factors used to develop the Composite Price are GreenWaste's trade secrets and/or confidential or proprietary information that derives independent economic value, actual or potential, from not being generally known to the public or other persons who can obtain economic value from its disclosure or use and, therefore, must be preserved by nondisclosure. Section 6254.15 of the California Public Records Act expressly and specifically exempts from disclosure records that are corporate proprietary information, including trade secrets.

The rate payable by Processor to Customer for Source Separated OCC shall equal the lowest quoted transaction price published each month of OCC (11) – OBM (Destination: Asia) SF/Oakland, as reported in the "Price Watch" recovered Paper – Export, FAS port of origin section of PPI Pulp & Paper Week, less \$95 (adjusted annually as provided below) to cover Processor's costs. If the lowest quoted transaction price in a given month is equal to or lower than Processor's then-current costs, then the Source Separated OCC shall be considered Recyclable Materials and be classified and priced as above. Note: The above index is proprietary and confidential information of PPI Pulp & Paper Week, so if City wished to review the index data, City would need to purchase a separate license from PPI Pulp & Paper Week.

Periodic Rate Adjustments.

Rates shall generally be adjusted annually by the annual percentage change in the Consumer Price Index to be effective July 1st of each year. The annual percentage change shall be calculated by taking the average value of the Consumer Price Index for All Urban Consumers (CPI-U, Series Id. CUURS49BSA0) for San Francisco-Oakland-Hayward Metropolitan Area, compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency, for the 12-month period ending March of the then-current period minus the average index value for the 12-month period ending March of the previous period, divided by the average index value for the 12-month period ending March of the previous period. If the annual CPI adjustment calculation results in a negative annual percentage change, no adjustment shall be made to the rates and the rates from the previous rate period will remain effective. The annual percentage change shall be rounded to the nearest

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Contractor's Agreement with Designated Processing Facility for Construction & Demolition Debris and loose debris, and Summary of Pricing Terms of Contractor's Agreement with Designated Processing Facility for other Applicable Recyclable Materials

thousandth (1,000th). The first adjustment shall be effective July 1, 2022. The Composite Price and the Source Separated OCC rate will be adjusted as provided under "General Pricing Terms," but the Processor costs used to calculate the Source Separated OCC rate will be adjusted as provided in this paragraph.

The initial rates are inclusive of all Fees, Taxes and Governmental Charges in effect on the Effective Date. To the extent Processor's cost of Processing Recyclable Materials or Disposing of Solid Waste (including Disposal of any Recyclables Stream THREE and FOUR, that is not Processed), changes as a result of any adjustment in or any new Fees, Taxes and Governmental Charges, the then-current per-ton rate for the applicable service shall be adjusted commensurately, concurrent with the effective date of any adjusted or new such Fees, Taxes or Governmental Charges. If any Change in Law causes a significant and substantial increase in any party's costs of, or a significant and substantial decrease in any party's revenues from, its performance hereunder, the parties shall, at the request of the affected party, negotiate in good faith an appropriate adjustment to the affected party's compensation. If the Composite Price is less than \$50.00, more than 50% of the Recyclable Materials delivered by Customer are classified as Recyclables Streams THREE or FOUR, and more than ten percent (10%) of the Recyclables Streams THREE and FOUR material delivered by Customer is being Disposed, pricing may also be adjusted as negotiated in good faith by the parties.

GreenWaste Recovery, Inc. - Acceptable Recyclable Materials

Acceptable Materials – Must Be Clean and Free of Food and Liquid	
Material	Definition
Tin/Steel	Includes steel food, beverage, aerosol and paint cans. "Tin" cans fall into this category. Tin or other coatings are often applied to a steel food can.
Aluminum	Aluminum used beverage containers, post-consumer aluminum beverage cans.
Metal – Misc.	Electrical motors, hangers (<i>bundled</i>), keys, nuts and bolts, metal pipe, propane tanks (<i>empty</i>), scrap metal, tools (<i>drained of all fluids</i>), toys, doors and screens.
PET	#1 Polyethylene Terephthalate (PET, PETE). PET is clear or mostly clear and tough. Commonly used in soft drink bottles and many injection

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Contractor's Agreement with Designated Processing Facility for Construction & Demolition Debris and loose debris, and Summary of Pricing Terms of Contractor's Agreement with Designated Processing Facility for other Applicable Recyclable Materials

Acceptable Materials – Must Be Clean and Free of Food and Liquid	
Material	Definition
	molded consumer product containers.
NHDPE CHDPE	#2 (Natural High Density Polyethylene). Includes milk, water and other bottles that are HDPE and are of a natural or translucent color. (Colored High Density Polyethylene). Includes juice, detergent and other bottles that are HDPE and are of a colored or opaque color.
Mixed Plastic #3-7	#3 PVC: Polyvinyl Chloride. Commonly used in film for meat packaging and some rigid plastic containers. Does <u>not</u> include hard PVC (e.g. pipe). #4 LDPE: Low Density Polyethylene. Commonly used in newspaper and grocery bags. Only clean and clear film plastic is acceptable and only when all clean/clear film plastics are bagged together. #5 PP: Polypropylene. Commonly used in yogurt containers and deli trays. #6 PS: Polystyrene. (not typically recycled including Styrofoam) Commonly used <i>in</i> plastic cups and plates and to-go containers. #7 OTHER: Other mixed resins. Commonly used in mixed plastic containers or plastic products.
Glass – Clear	Clear Glass Bottles and Containers means clear glass beverage and food containers and glass dishware with or without a CRV label. Examples: Whole or broken clear soda and beer bottles, fruit juice bottles, peanut butter jars, and mayonnaise jars. Does <u>not</u> include glass bakeware, Pyrex or ceramics.
Glass – Colored	Colored Glass Bottles and Containers includes food and beverage containers – three subtypes described below: Green Glass Bottles and Containers means green-colored glass containers with or without a CRV label. Examples: Whole or broken green soda, beer and wine bottles. Brown Glass Bottles and Containers means brown-colored glass containers with or without a CRV label. Examples: Whole or broken brown soda, beer and wine bottles. Other Colored Glass Bottles and Containers means colored glass

ATTACHMENT S

Contractor's Agreement with Designated Processing Facility for Construction & Demolition Debris and loose debris, and Summary of Pricing Terms of Contractor's Agreement with Designated Processing Facility for other Applicable Recyclable Materials

Acceptable Materials – Must Be Clean and Free of Food and Liquid	
Material	Definition
	containers and bottles other than green or brown with or without a CRV label. Examples: Whole or broken blue or other colored bottles and containers.
Glass – 3 Mix	A collection of flint, amber, and green beverage or food container glass. It may contain normal container labels and metal tops.
Mixed Paper	A mixture of various grades of recyclable waste paper not limited by fiber content and includes most types of clean and dry paper including glossy, white ledger and computer papers, colored paper, newspapers, magazines, catalogs, phone books, shredded paper, cards, laser- printed white ledger, windowed envelopes, sticky notes, paperboard, paper egg cartons and often contains corrugated and brown paper, gable top cartons, aseptic and tetrapak. Does <u>not</u> include photographs, carbon paper, tissue, napkins or waxed/coated fiber or mixed fiber products that may include coffee cups, ice cream containers. Food soiled materials and materials with visible water marks are <u>not</u> accepted.
News	Known as ONP (old news print), ONP has two major sub-grades: No. 8 is sorted newspapers only. No. 6 may have some magazines mixed in and may be tied in bundles or gathered in brown bags. Food soiled materials and materials with visible water marks are <u>not</u> accepted.
OCC	Used boxes and sheets of corrugated board of various qualities. Corrugated is known as OCC (old corrugated container). OCC is clean cardboard made from unbleached, unwaxed paper with a fluted (corrugated) inner liner. Does <u>not</u> include pizza boxes. Food soiled materials and materials with visible water marks are <u>not</u> accepted.
E-Waste Items:	Includes calculators, cameras, cell phones, computer mice, cords, DVD players, DVRs, fax machines, keyboards, small printers, radios, scanners,

ATTACHMENT S

Contractor’s Agreement with Designated Processing Facility for Construction
& Demolition Debris and loose debris, and Summary of Pricing Terms of
Contractor’s Agreement with Designated Processing Facility for other
Applicable Recyclable Materials

Acceptable Materials – Must Be Clean and Free of Food and Liquid	
Material	Definition
	smart phones, stereos, telephones, VCRs. Inkjet/toner cartridges are <u>not</u> acceptable in the commingled container but are acceptable if collected separately.

C&D DEBRIS PROCESSING AGREEMENT

THIS C&D DEBRIS PROCESSING AGREEMENT (this "Agreement") is made and entered into as of March 16, 2021 by and between ZANKER ROAD RESOURCE MANAGEMENT, LTD., a California limited partnership ("Processor" or "Zanker"), and RECOLOGY MOUNTAIN VIEW, a California corporation ("Customer").

WHEREAS, Customer intends to enter into a new exclusive franchise agreement with the City of Mountain View ("City") which permits Customer to deliver C&D Debris to Processor pursuant to an agreement between Customer and Processor (such franchise agreement, the "Franchise Agreement");

WHEREAS, Customer seeks to have Processor process C&D Debris collected by Customer pursuant the Franchise Agreement; and

WHEREAS, Processor owns and operates a fully permitted facility for Processing C&D Debris located at 675 and 705 Los Esteros Road, San Jose, CA 95134; and

WHEREAS, Processor desires to be the exclusive Processor of C&D Debris collected by Customer pursuant to the Franchise Agreement;

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.0 Incorporation of Recitals. The foregoing recitals are agreed to and accepted and incorporated herein by this reference.

2.0 Definitions. Capitalized terms used in this Agreement shall have the following respective meanings:

2.1 "Applicable Law" means all Federal, State, County, and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Processing of C&D Debris, that are in force on the date of this Agreement and as may be enacted, issued or amended during the Term of this Agreement.

2.2 "Bulky Miscellaneous Items" means all Recyclable or Non-Recyclable discarded appliances, furniture, tires, carpets, mattresses, and similar large items that may be separately collected as bulky items, may be included in Mixed C&D Debris, or may result from the Customers annual cleanup program, construction, alteration, remodeling, repair or demolition activities on any pavements, excavation projects, houses, commercial buildings, or other structures, excluding Excluded and Hazardous Waste. Bulky Miscellaneous Items is included in Exhibit B, and is a commonly used category for materials processed at Zanker. For the avoidance of doubt, the Exhibit B rate would only be charged for a load that contains predominantly Bulky Miscellaneous Items.

2.3 “C&D Debris” means all Recyclable and Non-Recyclable Non-Hazardous Waste material resulting from construction, alteration, remodeling, repair or demolition activities on any pavements, excavation projects, houses, commercial buildings, or other structures, excluding Excluded Waste and Solid Waste. Notwithstanding any provision to the contrary, C&D Debris may include de minimis volumes or concentrations of non-putrescible Solid Waste and Recyclable Materials of a type and amount normally found in the residential or commercial waste stream.

2.4 “C&D Debris Processing Facility” means that facility for Processing C&D Debris owned and operated by Zanker at 675 and 705 Los Esteros Road, San Jose, CA 95134.

2.5 “Change in Law” means any of the following events or conditions that has a material and adverse effect on the performance by the parties of their respective obligations under this Agreement (except for payment obligations): (a) the enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of any Applicable Law on or after the date of this Agreement; or (b) the order or judgment of any governmental body, on or after the date of this Agreement, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of Processor or Customer, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

2.6 “Disposal or Dispose” (or any variation thereof) means the final disposition of Solid Waste at a properly permitted landfill or other disposal facility, in compliance with Applicable Law.

2.7 “Effective Date” means the date that services under this Agreement will commence on July 1, 2021.

2.8 “E-Waste Items” means discarded electronic equipment such as, but not limited to, television sets, computer monitors, central processing units (CPU’s), laptop computers, external computer hard drives, computer keyboards, computer mice, printers, DVD’s and VCR’s. s), laptop computers, external computer hard drives, computer keyboards, computer mice, computer printers, DVDs and VCRs.

2.9 “Excluded Waste” means Hazardous Substance, Hazardous Waste, Treated Wood Waste Infectious Waste, Designated Waste, volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material, waste that Processor reasonably believes would, as a result of or upon Disposal, be a violation of local, State or Federal law, regulation or ordinance, including land use restrictions or conditions, waste that cannot be Disposed of in Class III landfills, waste that in Processor’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Processor or Customer to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in residential Solid Waste after implementation of programs for the safe collection and Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

2.10 “Fees, Taxes and Charges” means any federal, state, local or other taxes, assessments, fees, host charges, surcharges or similar charges directly or indirectly related to the Processing of C&D Debris by Processor hereunder which are imposed on Processor by law, ordinance, rule or regulation, whether imposed retroactively or prospectively (but excluding taxes based on Processor’s net income). In the case of any new or increased Fee, Tax or Charge that is not imposed on a per ton basis, such new or increased Fee, Tax or Charge shall be interpolated and/or converted into a “cost per ton” based on the proportion that the total tonnage of the relevant material that Processor reasonably projects that Customer will deliver to the Processor Facility during the period for which the new or increased Fee, Tax or Charge will pertain compared with other, then existing users of such Processor Facility.

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

2.12 “Hazardous Waste” means all substances defined under Applicable Law as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes, or substances identified and listed as Hazardous Waste by the U.S. Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.

2.13 “Miscellaneous Debris” means C&D Debris that contains less than forty percent (40%) Recyclable C&D Debris. Miscellaneous Debris is a subset of C&D Debris.

2.14 “Mixed C&D Debris” means a mixture of Recyclable and Non-Recyclable waste material, that contains forty percent (40%) or more Recyclable C&D Debris, resulting from construction, alteration, remodeling, repair or demolition activities on any pavements, excavation projects, houses, commercial buildings, or other structures, excluding Excluded Waste and Solid Waste. Mixed C&D Debris is a subset of C&D Debris.

2.15 “Non-Recyclable C&D Debris” means pressure treated wood, laminated, veneered or melamine coated wood, painted or stained wood, chip-wood, sawdust, grass clippings, leaves, insulation, PVC pipes, film plastics and other packing materials, asphalt roofing, roofing felt,

roofing insulation, fiberglass insulation, vinyl flooring, ceiling tiles, doors, carpeting, carpet padding, furniture, cabinets, sinks, furniture and Styrofoam, crushed materials, mattresses, textiles and linen, couches, chairs, desks, office partitions, signs, foam board, cabinets, wet materials, Visqueen, composite materials, materials contained in trash bags and/or other C&D Debris materials that are not recyclable and are not listed on Zanker's then-current publicly-posted C&D Debris commodity list. Non-Recyclable C&D Debris is a subset of C&D Debris.

2.16 "Non-Recyclable Materials" means those materials collected by Customer as part of its C&D Debris collection program, delivered to the Processor Facility and accepted for Processing that are not recoverable as commodities (*i.e.*, residue or contamination) and require Disposal.

2.17 "Processing" means such handling, preparing, treating or converting through some special method, such as sorting, cleaning, packaging and sale or other disposition, of C&D Debris as is required to qualify said materials for diversion credit pursuant to the California Integrated Waste Management Act of 1989 and regulations promulgated thereunder, including any amendments thereto.

2.18 "Processor Facility" means the C&D Debris Processing Facility.

2.19 "Recyclable C&D Debris" means all C&D Debris materials listed in Exhibit B or on Zanker's then-current publicly-posted C&D Debris commodity list. Recyclable C&D Debris is a subset of C&D Debris.

2.20 "Solid Waste" means that material defined in California Public Resources Code, Division 30, Part 1, Chapter 2, §40191 and regulations promulgated thereunder. Excluded from the definition of Solid Waste are Excluded Waste, C&D Debris, and radioactive waste. Notwithstanding any provision to the contrary, Solid Waste may include de minimis volumes or concentrations of waste of a type and amount normally found in residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of Household Hazardous Waste in compliance with Section 41500 and 41802 of the California Public Resources Code as may be amended from time to time.

2.21 "Source Separated C&D Debris" means any single Recyclable C&D Debris commodity item listed in Exhibit B or on Zanker's then-current publicly posted C&D Debris commodity list that is separated at the point of generation from other C&D Debris. Source Separated C&D Debris is a subset of C&D Debris.

2.22 "Transport(ation)" means the act of transporting or state of being transported.

3.0 Grant of Exclusive Agreement. Except as otherwise provided in this Agreement, Processor is hereby granted an exclusive agreement to receive all C&D Debris collected by Customer pursuant to the Franchise Agreement during the Term of this Agreement, provided, however, that to the extent City exercises its sole right under the Franchise Agreement or under Applicable Law to direct Customer to deliver C&D Debris to a different location, (i) Customer shall no longer be required to deliver such materials to the Processor Facility or Processor, and (ii) Processor shall no longer be required to accept or ensure capacity for such materials. Customer shall provide Processor at least ninety (90) days prior written notice of any redirection of C&D

Debris pursuant to this Section. In addition, Processor acknowledges and agrees that Customer cannot begin delivering C&D Debris to Processor until the City of Mountain View instructs Customer to do so. Accordingly, if Customer is delayed in commencing delivery of C&D Debris to Processor due to the absence of such an instruction from City, such delay shall not constitute a breach of this Agreement, and during the period of such delay, Customer may continue to deliver C&D Debris to the Sunnyvale SMarT Station. The City of Mountain View shall by June 30, 2021 instruct Customer to begin delivering C&D Debris to Processor on a date to be determined by City, but no earlier than July 1, 2021 or later than January 1, 2022. If City fails to do so, then this Agreement shall be void and no further force or effect. The parties acknowledge that this Agreement does not guarantee the delivery to Processor of any minimum amount of materials or tonnage for any period of time.

4.0 Capacity Assurance. Commencing on the Effective Date and continuing for the Term, Processor shall ensure the Processor Facility is capable (physically, operationally and with regard to permits) of accepting all materials delivered by Customer to Processor pursuant to this Agreement.

5.0 Acceptance and Classification of Materials

5.1 Acceptance and Processing of Materials. During the Term, Customer shall deliver to the Processor and Processor shall accept for Processing all C&D Debris collected by Customer pursuant to the Franchise Agreement.

5.2 Weighing. Each load of C&D Debris delivered by Customer shall be weighed by Processor at a properly maintained and certified scale at the Processor Facility. Each vehicle shall be weighed fully loaded and empty, unless a tare (i.e., unloaded) weight for that vehicle is on file. Either party may have a vehicle re-tared if there is reason to believe that the tare weight on file is no longer accurate. Processor shall promptly arrange for use of substitute portable scales should its usual scales not be available for whatever reason. Pending substitution of portable scales, Processor shall as necessary estimate by material types the tonnages of materials Transported to and from the Processor Facility, on the basis of delivery vehicle and Transfer trailer volumes, tare weights, and/or other available facility weight records. These estimates shall take the place of actual weights while scales are inoperable, and shall be identified as estimates in electronic records and reporting. Gross, tare and net weights will be recorded, along with vehicle number, date, and time of delivery. Customer's driver shall be provided with a weight ticket containing such information. Weight receipts may also be electronically generated and sent daily to the Customer.

5.3 Right to Inspect, Reject Hazardous Waste. Processor shall not be required to receive, accept or dispose of any Hazardous Waste. Processor reserves the right to inspect, at the Processor Facility, all material delivered to Processor hereunder for proposed Processing or Transfer and may reject any Hazardous Waste that Processor reasonably and in good faith believes would, upon Processing or Disposal, be a violation of local, state or federal law or regulation. Customer's vehicles shall be subject to such inspections and delays only in the same manner as all other trucks and trailers coming into the Processor Facility. Processor shall give written notice to Customer of its decision to reject any Hazardous Waste delivered to a Processor Facility hereunder. Customer will have the option upon receiving that notice of: (1) picking up the rejected Hazardous Waste not accepted by Processor within one (1) business day; or (2) paying such reasonable

charges as Processor may impose for the special environmental handling and disposal of such Hazardous Waste.

6.0 Processing of C&D Debris.

6.1 Processor's Obligations. Processor shall (a) separate materials accepted as Recyclable C&D Materials from Non-Recyclable C&D Materials and dispose of the Non-Recyclable C&D Materials; (b) market and sell or give away the Recyclable C&D Materials recovered from materials delivered to Processor pursuant to this Agreement, so as to qualify said materials for diversion credit pursuant to the California Integrated Waste Management Act of 1989 and regulations promulgated thereunder, including any amendments thereto; and (c) use commercially reasonable efforts to maximize the amount of Recyclable C&D Materials so recovered and Processed.

6.2 Collection and Transport. Customer agrees to use its best efforts to collect and deliver C&D Debris to the Processor Facility in a manner that does not cause the C&D Debris to be in a form where Processing is impracticable under accepted industry methods.

6.3 Compliance with Applicable Law. (a) Processor shall dispose of all Non-Recyclable Material resulting from Processing and at a properly permitted landfill or other disposal facility, at Processor's expense. (b) Processor shall ensure that the Processor Facility is operated in compliance with Applicable Law, and use its best efforts to ensure that any landfill or other disposal facility at which Processor disposes of Non-Recyclable Material is operated in compliance with all Applicable Law. (c) Title to and risk of loss of all C&D Debris shall pass to Processor upon acceptance by Processor at the Processor Facility.

6.4 Ownership of Materials. Upon acceptance by Processor, Processor shall own all C&D Debris delivered by Customer to the Processor Facility pursuant to this Agreement and all value related to those materials; Processor shall own all claims to California Redemption Value, California Processing and Administration Fees and any other State rebates, subsidies or other fees related to the processing, marketing, and/or sale of the C&D Debris.

6.5 Reporting. Processor shall maintain computerized tonnage records of all C&D Debris Processed by Processor hereunder, separated by material type, including recovered material from Processing that is diverted, and residue from Processing that is Disposed. Processor shall make all of such records available to Customer monthly during the Term of this Agreement and otherwise on Customer's request. Upon Customer's request, Processor shall provide a tonnage summary of materials delivered for processing hereunder.

7.0 Compensation for Services.

7.1 Compensation – C&D Debris Processing. Customer shall compensate Processor for C&D Debris delivered to the Processor Facility by Customer for Processing under this Agreement and any materials delivered by the City of Mountain View from its maintenance activities, at the initial rates provided in **Exhibit B**. Processor shall categorize each inbound load in accordance with its standard practices and the applicable rate set forth on Exhibit B shall apply to the load as a whole (e.g., a load of Mixed C&D Debris that contains a single Bulky

Miscellaneous Item would be charged the Mixed C&D Debris rate for the whole load). Processor's service rates shall be inclusive of any and all (a) services, reporting or other obligations to be performed by Processor for Processing services hereunder, and (b) the current Fees, Taxes and Charges; all such Fees, Taxes and Charges incurred by Processor to Process C&D Materials are and shall remain a direct pass-through to Customer and rates shall be adjusted concurrent with the effective date of such adjusted or new Fees, Taxes or Charges, provided that Processor has given Customer at least thirty (30) days' prior written notice of the change in such Fees, Taxes and Charges, accompanied by an explanation of the change, documentation from the applicable governmental authority evidencing the change, and (if the Fee, Tax or Charge is not imposed on a per ton basis) a calculation of how the change is converted into a "cost per ton" in accordance with Section 2.9. Processor shall provide such information as Customer may reasonably request regarding the change in the Fee, Tax or Charge.

7.2 Annual Rate Adjustments. Processor shall adjust rates annually to become effective July 1 of each year through the Term of the Agreement starting on July 1, 2022 in the following manner:

A. The rates in EXHIBIT B under the heading "Commingled Material Rates" shall be increased by \$5.00 on July 1, 2022 and July 1, 2023. Thereafter these rates shall be adjusted annually by the annual percentage change in the Consumer Price Index from April of the previous year to April of the then current year. The annual percentage change shall be calculated by taking the average value of the Consumer Price Index for All Urban Consumers (CPI-U) for San Francisco-Oakland-San Jose Metropolitan Area, compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency, for the 12-month period ending April of the then-current period minus the average index value for the 12-month period ending April of the previous period, divided by the average index value for the 12-month period ending April of the previous period. If the annual CPI adjustment calculation results in a negative annual percentage change, no adjustment shall be made to the rates and the rates from the previous rate period will remain effective. The annual percentage change shall be rounded to the nearest tenth (10th).

B. The rates in Exhibit B under the heading "Source Separated Material Rates" shall be adjusted annually by the annual percentage change in the Consumer Price Index from April of the previous year to April of the then current year. The annual percentage change shall be calculated by taking the average value of the Consumer Price Index for All Urban Consumers (CPI-U) for San Francisco-Oakland-San Jose Metropolitan Area, compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency, for the 12-month period ending April of the then-current period minus the average index value for the 12-month period ending April of the previous period, divided by the average index value for the 12-month period ending April of the previous period. If the annual CPI adjustment calculation results in a negative annual percentage change, no adjustment shall be made to the rates and the rates from the previous rate period will remain effective. The annual percentage change shall be rounded

to the nearest tenth (10th). The first adjustment shall become effective July 1, 2022 as follows:

[(Average CPI for April 2020 through April 2021) - (Average CPI for April 2019 through April 2020)] / (Average CPI for April 2019 through April 2020)

7.3 Timing of Payments. Within twenty (20) days following the end of each calendar month, Processor shall provide to Customer a report containing the following information as to materials delivered by Customer to the Processor Facility during the prior calendar month, as applicable: (1) the weight, weight tag number, material type, price per ton, and date of each load of C&D Debris by Customer to the Processor Facility; (2) the total amount of compensation due to Processor for each load, and total for the month, as a result of the delivery of all C&D Debris under this Section. Payment by Processor to Customer or by Customer to Processor shall be due net thirty (30) days from the end of the calendar month for which payment is due. Late payments shall accrue interest at a rate of 1.5% per month or (if less) the maximum rate permitted by law.

7.4 Commodity List. Processor shall provide Customer at least thirty (30) days' prior written notice of any change to its publicly-posted C&D Debris commodity list.

8.0 Term. This Agreement will commence on the Effective Date and shall terminate on the earliest of: (a) June 30, 2026; (b) expiration of the Franchise Agreement, or (c) termination of the Franchise Agreement (the "Term"). Customer and Processor may extend the Term by mutual written agreement, pursuant to all terms and conditions contained herein. Such extension shall be fully-executed at least thirty (30) days before the end of the then-applicable Term.

9.0 Indemnification and Insurance.

9.1 Indemnification by Processor. Processor shall indemnify and hold harmless Customer, its affiliates, and its and their respective employees, agents, subcontractors, shareholders, directors and officers (collectively, "Customer Indemnitees") from and against any and all suits, actions, legal proceedings, claims, demands, damages, losses, costs, or expenses, including reasonable attorneys' fees and costs, occurring directly or indirectly, by reason of: (a) any negligent or wrongful actions or omissions of Processor, its employees, agents, subcontractors, shareholders, affiliates, directors and officers in performing Processor's obligations under this Agreement, or (b) Processor's breach of any of the terms and conditions of this Agreement. In the event of any lawsuit or legal proceeding against any Customer Indemnatee for which an obligation of indemnity could exist under this Agreement, Processor shall appear and defend such suit, provided that Processor is notified in a timely manner of such suit. Customer shall have the right to approve counsel chosen by Processor to defend a Customer Indemnatee against such suit, which approval shall not be unreasonably withheld.

9.2 Indemnification by Customer. Customer shall indemnify and hold harmless Processor, its employees, agents, subcontractors, shareholders, affiliates, directors and officers (collectively, "Processor Indemnitees") from and against any and all suits, actions, legal proceedings, claims, demands, damages, losses, costs, or expenses, including reasonable attorneys' fees and costs, occurring directly or indirectly, by reason of: (a) any negligent or wrongful actions or omissions of Customer, its employees, agents, subcontractors, shareholders, affiliates, directors and officers in performing Customer's obligations under this Agreement, or (b)

Customer's breach of any of the terms and conditions of this Agreement. In the event of any lawsuit or legal proceeding against any Processor Indemnitee for which an obligation of indemnity could exist under this Agreement, Customer shall appear and defend such suit, provided that Customer is notified in a timely manner of such suit. Processor shall have the right to approve counsel chosen by Customer to defend a Processor Indemnitee against such suit, which approval shall not be unreasonably withheld.

9.3 General Procedures. If a claim is made by a party entitled to indemnification pursuant to this Agreement, the party entitled to such indemnification shall give written notice to the indemnifying party as promptly as reasonably practicable after the party entitled to indemnification becomes aware of the claim. If any lawsuit or legal proceeding is filed against any party entitled to indemnification hereunder, written notice thereof shall be given to the indemnifying party as promptly as reasonably practicable, and the indemnifying party shall retain counsel which may be approved by the indemnified party pursuant to this Section. Notwithstanding the foregoing deadlines, failure to give any such notice promptly shall not affect or limit the indemnifying party's obligations with respect to the matters described in the notice, except to the extent that the indemnifying party is prejudiced thereby. The indemnifying party and its counsel shall at all times proceed with diligence and in good faith with respect to the indemnity and all associated claims. The indemnified party shall cooperate in all reasonable respects with the indemnifying party and such attorneys in the investigation, trial and defense of such lawsuit or legal proceeding and any appeal arising therefrom; provided, however, that the indemnified party may, at its own cost, participate (with counsel and experts of its own choosing) in the investigation, trial and defense of such lawsuit or legal proceeding and any appeal arising there from.

9.4 Insurance. Each party shall comply with the provisions in Exhibit A.

10.0 Termination.

10.1 Termination Upon Default by Processor. Upon any material default of Processor in the performance of its obligations under this Agreement, including any failure of Processor to process C&D Debris in accordance with the requirements of this Agreement, Customer may give to Processor a written notice setting forth the nature of the default and demand that said default be cured within a reasonable time, which as used herein shall mean such period of time as will be reasonably required under all facts and circumstances of the particular matter to cure said default; however, in no event shall such time exceed a period of thirty (30) calendar days after the giving of such notice. If Processor fails, neglects or refuses within the time stated to cure said default or to comply with the relevant terms of this Agreement, then Customer without further proceedings, shall have the right to terminate this Agreement upon notice to Processor.

10.2 Termination Upon Default by Customer. Upon any material default of Customer in the performance of its obligations under this Agreement, including any failure of Customer to deliver to Processor all C&D Debris collected by Customer under the Franchise Agreement pursuant to the exclusivity provisions set forth in Section 3.0, Processor may give to Customer a written notice setting forth the nature of the default and demand that said default be cured within a reasonable time, which as used herein shall mean such period of time as will be reasonably required under all facts and circumstances of the particular matter to cure said default; however, in no event shall such time exceed a period of thirty (30) calendar days after the giving of such

notice. If Customer fails, neglects or refuses within the time stated to cure said default or to comply with the relevant terms of this Agreement, then Processor, without further proceedings, shall have the right to terminate this Agreement upon notice to Customer.

10.3 Additional Termination Rights. Any party may terminate this Agreement, including such party's rights and obligations under this Agreement (except for obligations which, by their terms, extend beyond termination), upon written notice to the other parties if (i) any representation or warranty of such other party proves to have been materially false or misleading when made, or (ii) such other party fails to pay its debts generally as they become due, or commences a proceeding for relief under any bankruptcy, insolvency or similar law, or an involuntary proceeding is commenced against such party under any such law which remains undismissed or unstayed for ninety (90) days. In addition, in the event of any Change in Law that causes a significant and substantial increase in any party's costs of, or a significant and substantial decrease in any party's revenues from, its performance hereunder, the parties shall, at the request of the affected party, negotiate in good faith an appropriate adjustment to the affected party's compensation hereunder to offset the net financial effect on its operations (both increases and decreases of costs and revenues) resulting from such Change in Law (but not resulting from unrelated changes in costs and revenues) for a period of up to ninety (90) days regarding modifications to this Agreement to adjust to the change. If the parties are unable to reach agreement by the end of such period, then either party may commence the dispute resolution procedures in Section 12 below. Ordinary-course changes in commodity prices or any party's costs or expenses, including, without limitation, from union organizing, shall not constitute significant and substantial changes for purposes of this provision.

11.0 Dispute Resolution.

11.1 Mediation. In the event of any dispute, claim or controversy between the parties arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, the parties shall submit the dispute to the Judicial Arbitration and Mediation Service (JAMS) for non-binding mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The mediation shall take place in Santa Clara County, California. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are and shall be, confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within 30 days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), either party may submit the dispute, claim or controversy to binding arbitration as provided in this Agreement. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed to by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that mediation is pending.

11.2 **Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in Santa Clara County, California before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, as in effect on the date a claim is first filed. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude any of the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may allocate all or part of the costs of the arbitration, including, but not limited to the fees of the arbitrator and attorney's fees, to the non-prevailing party. The parties shall treat the proceedings, any related discovery and the arbitrator's decisions as confidential, except in connection with judicial proceedings ancillary to the arbitration, or as required by law or to protect a legal right of a party.

12.0 **Attorneys' Fees.** If any legal action or any arbitration or other proceeding is brought for the enforcement or interpretation of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, reasonable expert witness fees and other reasonable costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled. In the case of any arbitral or judicial interpretation of this Agreement, "prevailing party" shall consist of that party whose position is more closely adopted by the court or other presiding body.

13.0 **Form of Agreement.**

13.1 **Headings.** The subject headings of the Sections and subparagraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

13.2 **Construction.** The terms of this Agreement were fully negotiated by the parties and shall not be construed for or against Customer or Processor.

14.0 **Parties.** Nothing in this Agreement, whether express or implied, is intended (a) to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, or (b) to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action against any party to this Agreement.

15.0 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided that no party hereto may assign this Agreement without the prior written consent of the other party. Further, no assignment shall be valid and binding that endeavors to relieve the assigning party of any obligations to make payments that accrued prior to the date of assignment or as to which the assignee has not affirmatively agreed, in writing, to assume all obligations of the assignor hereunder.

16.0 **Independent Contractor.** All work and labor provided or performed pursuant to this Agreement shall be provided or performed by each party as an independent contractor and under

each party's respective sole supervision, management, direction and control in accordance with the terms and conditions of this Agreement.

17.0 Waiver. No waiver by any party of any one or more defaults or breaches by any other party in the performance of this Agreement shall be effective unless in writing signed by the party to be charged, or shall operate or be construed as a waiver of any future defaults or breaches, whether of a like or different character. Unless otherwise expressly provided, all rights and remedies hereunder and at law are cumulative and not alternative.

18.0 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the parties hereto with respect to such subject matter. This Agreement may not be modified or amended, in whole or in part, except by a writing signed by all parties hereto.

19.0 Severability. If any provision of this Agreement is declared invalid or unenforceable, then such portion shall be deemed to be severable from this Agreement and shall not affect the remainder hereof. All other remaining portions and provisions shall remain in full force and effect, provided that the parties shall endeavor in good faith to replace the invalid or unenforceable provision with one that is designed to accomplish the same result of such provision.

20.0 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California, including any regulation, ordinance, or other requirement of any governmental agency having or asserting jurisdiction over the collection services provided hereunder. Any legal action by any party relating to this Agreement shall be brought in the Superior Court for the County of Santa Clara, California.

21.0 Force Majeure. No party shall be in default of its obligations under this Agreement in the event, and so long as, it is impossible or extremely impracticable for it to perform its obligations due to an "act of god" (including, but not limited to, flood, earthquake or other catastrophic events), war, insurrection, riot, market shut down and labor unrest by the employees of another person besides such party (including strike, work stoppage, slowdown, sick-out, picketing, or other concerted job action), or other similar cause not the fault of, and beyond the reasonable control of, the party claiming excuse. A party claiming excuse under this Section must: (1) have taken reasonable precautions, if possible, to avoid being affected by the cause, and (2) notify the other party in writing within five (5) days after the occurrence of the event specifying the nature of the event, the expected length of time the party expects to be prevented from performing, and the steps which the party intends to take to restore its ability to perform. The party claiming excuse under this Section shall use its best efforts to remedy its inability to perform as soon as possible. In the event Processor is unable to receive or process C&D Debris hereunder, Customer may make temporary alternative arrangements for processing that reasonably meet its needs; however, Customer shall resume delivery of C&D Debris under the Franchise Agreement pursuant to Section 3.0 this Agreement to the Processor Facility within five (5) days of receiving written notice by Processor that the Processor Facility is able to receive and process Customer's C&D Debris. Notwithstanding any other provision in this Agreement, if the party claiming excuse under this Section is unable to commence performance again within thirty (30) days after giving notice, the

other party or parties shall be entitled to terminate this Agreement on thirty (30) days' prior written notice to the party claiming excuse.

22.0 Notification. Any notice, demand, request, consent, approval or other correspondence concerning this Agreement shall be in writing and shall be delivered via Certified US Mail or nationally recognized overnight courier, and shall be addressed as provided for below, and shall be deemed effectively delivered upon the delivery date specified in the certified mail return receipt or the courier's confirmation of delivery:

If to Processor: Zanker Road Resource Management, Ltd.
 Attn: Greg Ryan
 675 Los Esteros
 San Jose, CA 95134
 Phone: (408) 263-2384

With a copy to: Hoge Fenton Jones and Appel
 Attn: Eugene Ashley, Esq.
 60 S. Market Street, Suite 1400
 San Jose, CA 95113

If to Customer: Recology Mountain View
 Attn: General Manager
 1675 Rogers Avenue
 San Jose, CA 95112

With a copy to: Recology Inc.
 Attn: Legal Department
 50 California Street, 24th Floor
 San Francisco, CA 94111

23.0 Compliance with Laws. In its performance of this Agreement, each party shall comply with all Applicable Law.

24.0 Representations and Warranties. Each party represents and warrants to the other that (i) it is duly organized, validly existing and in good standing under the laws of the State of California, (ii) it has the corporate or other legal power and authority to execute, deliver and perform this Agreement, (iii) its execution, delivery and performance of this Agreement have been duly authorized, (iv) the individual(s) signing this agreement on its behalf are duly authorized to do so, (v) it has all necessary permits, consents and approval from third parties necessary to execute, deliver and perform this Agreement, and (vi) its execution, delivery and performance of this Agreement do not and will not conflict with or constitute a breach of any agreement to which it is a party or by which it is bound, any provision of any Applicable Law, or any other legal requirement.

25.0 Survival. Sections 10.1 through 10.3 (Indemnification), 12.0 (Dispute Resolution), and 13.0 through 24.0 shall survive the expiration or termination of this Agreement.

26.0 Counterparts and Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Agreement, each of the signatories hereto agrees that a facsimile copy of the signature page or an electronic (e-mail of DocuSign) signature of the person executing this Agreement shall be effective as an original signature and legally binding and effective as an execution counterpart thereof.

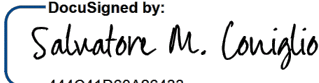
27.0 Inspection of Facility. Processor shall permit representatives of the City of Mountain View and Customer to inspect the Processor Facility at mutually agreed times during normal business hours, upon reasonable prior notice.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this Agreement as of the date first above written.

CUSTOMER:

RECOLOGY MOUNTAIN VIEW,
a California corporation

By: 
Name: Salvatore M. Coniglio Date 3/17/2021 | 12:37 PM PDT
Title: CEO

PROCESSOR:

ZANKER ROAD RESOURCE MANAGEMENT, LTD.,
a California Limited Partnership

By: Zanker Road Resource Recovery, Inc.

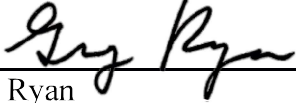
By: 
Name: Greg Ryan Date 3/16/21
Title: Chief Executive Officer

EXHIBIT A

Insurance Provisions

A. Coverages and Requirements. During the Term of the Agreement, Customer and Processor shall each at all times, at its sole cost and expense, maintain in effect not less than the following coverage and limits of insurance. The comprehensive general liability insurance shall include broad form property damage insurance and Personal Injury Liability with employment exclusion deleted.

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

Commercial General Liability – \$15,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, death including the loss of use thereof, arising out of, or occasioned in any way by, directly or indirectly, the insuring party's performance of, or its failure to perform, services under this Agreement. The commercial general liability insurance shall be written on a form at least as broad as the most current version of the Insurance Service Office commercial general liability occurrence policy form (CG0001).

Automobile Liability – \$15,000,000 combined single limit per accident for bodily injury and property damage (include coverage for hired and non-owned vehicles).

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

Pollution (Environmental Impairment) Liability – \$15,000,000 per occurrence covering claims for on-site or off-site bodily injury and property damage as a result of pollution conditions arising out of operations under this Agreement.

General Liability and Auto Liability Limits of Insurance may be satisfied by a combination of primary and umbrella or excess insurance.

2. Additional Insured. The other party, its officers, agents, employees, and volunteers, and the City of Mountain View, its officers, employees, and agents, shall be named as additional insured on all but the workers' compensation and Blanket Fidelity/Crime Policy coverages.
3. Said policies shall remain in force through the Term of the Agreement and shall be payable on a "per occurrence" basis, unless the other party specifically consents in writing to a "claims made" basis, and except for the Pollution Liability policy, which may be on a "claims made" basis. For all "claims made" coverage, the insuring party shall purchase "tail" coverage or otherwise provide for continuous coverage covering the Term of the Agreement and not less than five (5) years thereafter. Proof of such "tail" or other continuous coverage shall be required at any time that either party changes to a new carrier prior to receipt of any payments due.
4. Each party shall declare that all aggregate limits on the required coverage are in place before commencing performance of the Agreement and are available throughout the performance of the Agreement.

Each insurance policy required by this Exhibit A shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice (10 days for non-payment) by certified mail, return receipt requested, has been given to the other party and to the City of Mountain View. If an insurer refuses to provide this endorsement, the insured party shall be responsible for providing written notice to the other party that coverage will be canceled thirty (30) days after the date of the notice or ten (10) days for non-payment. Notice for the City of Mountain View shall be sent to the following address: City of Mountain View, Attn: Risk Manager, P.O. Box 7540, Mountain View, CA 94039-7540.5. The deductibles or self-insured retentions are for the account in each case of the insured party and shall be the sole responsibility of such party, and for the general liability and auto liability policies shall not exceed \$750,000 per occurrence, unless approved by the City.

6. Each party shall furnish the other party (and the City of Mountain View, upon request) with original certificates and amendatory endorsements effecting coverage required by this Exhibit A. The endorsements should be on insurance industry forms, provided those endorsements or policies conform to the requirements of this Exhibit A. All certificates and endorsements are to be received and approved by the other party before work commences. "Each party reserves the right to require complete copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications. The insured party shall be allowed to redact information that it considers confidential".

7. The Certificate with endorsements and notices shall be sent to the other party at the addresses set forth in the Agreement.

Insurance is to be placed with insurers authorized to do business in the State of California with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the other party.

8. The policies shall cover all activities of the insured party, its officers, employees, agents and volunteers arising out of or in connection with the Agreement.
9. For any claims relating to the Agreement, the insured party's insurance coverage shall be primary, including as respects the other party, its officers, agents, employees, and volunteers. Any insurance maintained by the other party shall apply in excess of, and not contribute to, coverage provided by the insured party's liability insurance policy.
10. Each party shall waive, by evidenced endorsement to the policy, all rights of subrogation against the other party, its officers, employees, agents, and volunteers and against the City of Mountain View and its officers and employees.
11. Each policy shall, or shall be endorsed to, contain "cross-liability" or "separation of insureds" coverage.

- B. Endorsements.** Prior to its performance under the Agreement, each party shall furnish the other party with certificates or original endorsements reflecting coverage required by this Exhibit A. The certificates or endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates or endorsements are to be received by, and are subject to the approval of, the other party before work commences.

C. Renewals. During the Term of the Agreement, each party shall furnish the other party with certificates or original endorsements reflecting renewals, changes in insurance companies, and any other documents reflecting the maintenance of the required coverage throughout the entire Term of the Agreement. The certificates or endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf.

D. Workers' Compensation. Each party shall provide workers' compensation coverage as required by State law, and prior to its performance under the Agreement, each party shall file the following statement with the other party.

"I am aware of the provisions of Paragraph 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by the Agreement."

"I agree to include in any subcontract the same requirements and provisions of the Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by either party shall agree to be bound to such party and the other party in the same manner and to the same extent as the hiring party is bound to the other party under the Agreement. Such subcontractors shall further agree to include these same provisions with any sub-subcontractor. A copy of the Agreement and Exhibit A will be furnished to each subcontractor. Each party shall require all of its subcontractor's to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and will provide proof of compliance to the other party."

"The person executing this Certificate on behalf of Customer/Processor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Customer/Processor, and both the person executing the Agreement on behalf of Customer/Processor and Customer/Processor understand that the other party is relying on this representation in entering into the Agreement."

EXHIBIT B**Zanker Road Resource Management, Ltd. – Acceptable Material Types**

MATERIALS	RECOLOGY OF MOUNTAIN VIEW	
	\$/ton	Min.
COMMINGLED MATERIAL RATES		
BRUSH MIXED	\$ 87.50	\$ -
BULKY MISCELLANEOUS ITEMS	\$135.00	\$ -
COMPOSITE ASPHALT ROOFING MIXED	\$ 87.50	\$ -
CONSTRUCTION DEBRIS	\$ 87.50	\$ -
CONSTRUCTION DEBRIS MIXED	\$ 87.50	\$ -
DEMOLITION DEBRIS	\$ 87.50	\$ -
DEMOLITION DEBRIS MIXED	\$ 87.50	\$ -
INTERIOR DEMOLITION	\$ 87.50	\$ -
MISCELLANEOUS DEBRIS	\$ 87.50	\$ -
MIXED DEBRIS	\$ 87.50	\$ -
PALM/IVY/FIBROUS MATERIAL	\$ 93.00	\$ -
SHEETROCK MIXED	\$ 87.50	\$ -
SHINGLES W/PAPER MIXED	\$ 87.50	\$ -
TAR & GRAVEL ROOFING	\$ 84.98	\$ -
TRASH	\$ 93.00	\$ -
TREE CHIPS MIXED	\$ 87.50	\$ -
WOOD DEBRIS MIXED	\$ 87.50	\$ -
YARD DEBRIS MIXED	\$ 87.50	\$ -
SOURCE SEPERATED MATERIAL RATES		
BRUSH	\$ 55.62	\$ -
BRUSH OVERSIZED LOAD TN	\$113.30	\$ -
CLEAN CARPET	\$ 84.98	\$ -
CLEAN FILL DIRT	\$ 60.77	\$ -
COMPOSITE ASPHALT ROOFING	\$ 84.98	\$ -
CONCRETE 1	\$ 13.39	\$ -
CONCRETE 2	\$ 24.72	\$ -
CONCRETE 3	\$ 60.77	\$ -
CONCRETE OVERSIZED TN	\$113.30	\$ -
FREON CONTAINING ITEMS (each)	\$ 36.05	\$ 36.05
MOBILE HOMES TN	\$133.90	\$ -
ROADWAY SWEEPINGS	\$ 60.77	\$ -
SHEETROCK	\$ 52.53	\$ -
SHINGLES W/PAPER	\$ 84.98	\$ -
STUCCO / PLASTER	\$ 60.77	\$ -
TIRES - CAR (each)	\$ 12.36	\$ 12.36
TIRES - TRUCK (each)	\$ 25.75	\$ 25.75
TRACTOR PUSH-OFF (each)	\$ 30.90	\$ 30.90
TREE CHIPS	\$ 55.62	\$ -
WOOD DEBRIS	\$ 47.38	\$ -
YARD DEBRIS	\$ 55.63	\$ -
Rates adjusted for July 1, 2021 Start date		

All clean wood waste must be free of lead paint, paint, stain, melamine coating, creosote, arsenic or other chemical treatments.



CITY OF MOUNTAIN VIEW



Routing Sheet

NEW Agreement XAmendment # ---Requisition # N/AP.O. # N/A

RECOLOGY MOUNTAIN VIEW - Agreement for recyclable materials, organic materials, and solid waste collection services.

3/23/2021 | 8:54 PM PDT

Originator

3/24/2021 | 2:10 PM PDT

RM

3/31/2021 | 12:01 PM PDT

Originator

4/1/2021 | 11:03 AM PDT

B. Giddens -
Recology Review

4/1/2021 | 2:02 PM PDT

C. Chen - Recology

4/1/2021 | 2:33 PM PDT

S. Coniglio-Recology

Consultant/Contractor

4/1/2021 | 2:49 PM PDT

Originator

4/1/2021 | 3:08 PM PDT

EA-FASD

4/1/2021 | 3:36 PM PDT

Accounting

4/1/2021 | 7:16 PM PDT
Dept. Head PWD
4/2/2021 | 6:44 AM PDT

FASD

4/2/2021 | 9:37 AM PDT

CAO

4/3/2021 | 7:27 AM PDT

CMO (if applicable)

4/5/2021 | 7:05 AM PDT

CCO (if applicable)

4/5/2021 | 8:34 AM PDT

FASD (if applicable)

RISK MANAGEMENT CONTRACT INSURANCE REVIEW

Your Contract is Being Returned for the Following Reasons:

Review 1	Review 2	Review 3	Insurance
			Commercial General Liability Insurance (CGL)
			CGL Insurance is required but not attached to your contract
			Policy limit "Per Occurrence" does not meet the CITYs standard requirement of \$2M
			Policy limit "Per Aggregate" does not meet the CITYs standard requirement of \$4M
			Policy period has expired and a new certificate is required
			CGL coverage is "Claims Made" and should be "Per Occurrence"
			Sexual Misconduct / Child Abuse coverage is required but it is not indicated in CGL
			Automobile Liability Insurance (AUTO)
			Auto coverage of \$1M is required but is not attached to the contract
			Policy limit for Auto is too low and does not meet the CITYs standard requirement of \$1M
			Auto coverage is required and needs to be added to your contract
			Auto coverage is not required and the language should be removed from your contract
			Auto coverage has expired and a new certificate is required
			Workers Compensation/Employer Liability - California Statutory Limit and EL - \$1M
			Workers Compensation Coverage is required but is not attached to your contract
			Professional Liability Insurance (PLI) / Technology Errors & Omissions (Tech E & O)
			PLI / Tech E & O is required but it is not attached to your contract
			PLI / Tech E & O is too low and does not meet the CITY's standard requirement of \$1M
			PLI / Tech E & O is not in your contract and should be added to the contract language
			PLI / Tech E & O is not required and the language should be removed from your contract
			Sexual Misconduct / Child Abuse coverage is required but it is not indicated in PLI
			Pollution Liability
			Pollution coverage is required but it is not attached to your contract
			Pollution coverage is too low and does not meet the CITY's standard requirement of \$1M
			Pollution coverage is not in your contract and should be added to the contract language
			Pollution coverage is not required and the language should be removed from your contract
☐	☐	☐	Insurance <u>NOT</u> APPROVED
☒	☐	☐	Insurance APPROVED

DS
DWG

Other Concerns or Recommendations:

DS
SN

Review 1	
Review 2	
Review 3	

By: R1

DS
ll

 R2 R3

Certificate Of Completion

Envelope Id: 34FF59F8E0C34681BB11CA9AD7B8AD68	Status: Completed
Subject: Please DocuSign: Recology - Agreement - 2021 thru 2031	
Source Envelope:	
Document Pages: 336	Signatures: 9
Certificate Pages: 9	Initials: 5
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Debbie W. Goedicke
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	500 Castro Street
	Mountain View, CA 94041
	debbie.goedicke@mountainview.gov
	IP Address: 38.99.34.33

Record Tracking

Status: Original	Holder: Debbie W. Goedicke	Location: DocuSign
3/22/2021 5:32:29 PM	debbie.goedicke@mountainview.gov	

Signer Events

Signature	Timestamp
Debbie Goedicke	Sent: 3/23/2021 8:36:21 PM
debbie.goedicke@mountainview.gov	Viewed: 3/23/2021 8:43:32 PM
PWD Analyst	Signed: 3/23/2021 8:54:23 PM
City of Mountain View	
Security Level: Email, Account Authentication (None)	
Electronic Record and Signature Disclosure:	
Accepted: 3/22/2019 4:18:33 PM	
ID: 4bb00de6-444d-4066-a0d0-a284b44911ba	
Company Name: City of Mountain View	

Lori Topley	Completed	Sent: 3/23/2021 8:54:40 PM
Lori.Topley@mountainview.gov		Viewed: 3/24/2021 8:31:54 AM
Security Level: Email, Account Authentication (None)		Signed: 3/24/2021 8:48:40 AM
	Using IP Address: 38.99.34.33	
Electronic Record and Signature Disclosure:		
Accepted: 3/24/2021 8:31:54 AM		
ID: d95e8377-503b-4b09-93c9-e0a3c939ead4		
Company Name: City of Mountain View		

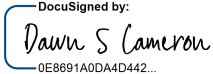
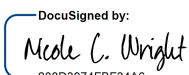
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angela.apitz@mountainview.gov		Viewed: 3/24/2021 1:15:22 PM
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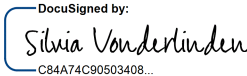
Electronic Record and Signature Disclosure:
Accepted: 4/2/2021 10:42:18 AM
ID: d920ca03-2d67-4780-b17a-96e1a4f20eba
Company Name: City of Mountain View

Nicole C. Wright	Completed	Sent: 3/24/2021 2:10:58 PM
nicole.wright@mountainview.gov		Viewed: 3/26/2021 9:55:49 AM
Security Level: Email, Account Authentication (None)		Signed: 3/31/2021 11:58:45 AM
	Using IP Address: 38.99.34.33	

Electronic Record and Signature Disclosure:
Accepted: 4/2/2021 4:02:17 PM
ID: d45eeacf-2351-42cf-9b04-6e9f078c5e0d
Company Name: City of Mountain View

Signer Events	Signature	Timestamp
Debbie W. Goedicke debbie.goedicke@mountainview.gov PWD Analyst City of Mountain View Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 38.99.34.33	Sent: 3/31/2021 11:58:57 AM Viewed: 3/31/2021 12:01:23 PM Signed: 3/31/2021 12:01:34 PM
Electronic Record and Signature Disclosure: Accepted: 3/22/2019 4:18:33 PM ID: 4bb00de6-444d-4066-a0d0-a284b44911ba Company Name: City of Mountain View		
Bryce Giddens BGiddens@recology.com Security Level: Email, Account Authentication (None)	Completed Using IP Address: 50.200.34.87	Sent: 3/31/2021 12:01:45 PM Viewed: 4/1/2021 7:34:26 AM Signed: 4/1/2021 11:03:36 AM
Electronic Record and Signature Disclosure: Accepted: 4/1/2021 7:34:26 AM ID: 2db1e927-d344-4822-807c-4428e2fe79a6 Company Name: City of Mountain View		
Cary Chen cchen@recology.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.200.34.87	Sent: 4/1/2021 11:03:47 AM Viewed: 4/1/2021 1:57:18 PM Signed: 4/1/2021 2:02:38 PM
Electronic Record and Signature Disclosure: Accepted: 4/1/2021 1:57:18 PM ID: bd0a5633-d774-4191-adec-ef967d8d3055 Company Name: City of Mountain View		
Salvatore Coniglio sconiglio@recology.com Chief executive officer Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 67.164.111.88	Sent: 4/1/2021 2:02:51 PM Viewed: 4/1/2021 2:28:32 PM Signed: 4/1/2021 2:33:31 PM
Electronic Record and Signature Disclosure: Accepted: 4/1/2021 2:28:32 PM ID: 983ffa7a-4876-4696-919f-102e6ca7dcfa Company Name: City of Mountain View		
Debbie Goedicke debbie.goedicke@mountainview.gov PWD Analyst City of Mountain View Security Level: Email, Account Authentication (None)	Completed Using IP Address: 38.99.34.33	Sent: 4/1/2021 2:33:40 PM Viewed: 4/1/2021 2:49:02 PM Signed: 4/1/2021 2:49:21 PM
Electronic Record and Signature Disclosure: Accepted: 3/22/2019 4:18:33 PM ID: 4bb00de6-444d-4066-a0d0-a284b44911ba Company Name: City of Mountain View		
Eleanor Chan eleanor.chan@mountainview.gov FASD Security Level: Email, Account Authentication (None)	Completed Using IP Address: 38.99.34.33	Sent: 4/1/2021 2:49:31 PM Viewed: 4/1/2021 3:07:29 PM Signed: 4/1/2021 3:08:28 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 6/2/2020 11:45:39 AM ID: 756661ae-9e83-4046-aa15-3353b8fa1b81 Company Name: City of Mountain View		
Michael Tat Michael.tat@mountainview.gov Security Level: Email, Account Authentication (None)	Completed Using IP Address: 38.99.34.33	Sent: 4/1/2021 3:08:39 PM Viewed: 4/1/2021 3:17:30 PM Signed: 4/1/2021 3:36:48 PM
Electronic Record and Signature Disclosure: Accepted: 4/1/2021 3:37:33 PM ID: 25750f03-9e8f-43b3-bd52-74404d2fd1f1 Company Name: City of Mountain View		
Dawn S Cameron dawn.cameron@mountainview.gov Public Works Director Security Level: Email, Account Authentication (None)	DocuSigned by:  0E8691A0DA4D442... Signature Adoption: Pre-selected Style Using IP Address: 38.99.34.33	Sent: 4/1/2021 3:36:58 PM Viewed: 4/1/2021 3:48:14 PM Signed: 4/1/2021 7:16:04 PM
Electronic Record and Signature Disclosure: Accepted: 4/3/2021 10:39:00 AM ID: 20de66a9-a42c-481b-8933-e490e73f08f3 Company Name: City of Mountain View		
Suzanne Niederhofer suzy.niederhofer@mountainview.gov Assistant Finance and Administrative Services Director Security Level: Email, Account Authentication (None)	DocuSigned by:  8091C5BF7AF44BE... Signature Adoption: Pre-selected Style Using IP Address: 38.99.34.33	Sent: 4/1/2021 7:16:19 PM Viewed: 4/2/2021 6:35:14 AM Signed: 4/2/2021 6:44:53 AM
Electronic Record and Signature Disclosure: Accepted: 4/5/2021 8:33:29 AM ID: 6b697a76-e7c4-4ce7-abe7-3ac2e3f9edc4 Company Name: City of Mountain View		
Nicole C. Wright nicole.wright@mountainview.gov Security Level: Email, Account Authentication (None)	DocuSigned by:  208D3974FBF34A6... Signature Adoption: Pre-selected Style Using IP Address: 38.99.34.33	Sent: 4/2/2021 6:45:04 AM Viewed: 4/2/2021 9:36:30 AM Signed: 4/2/2021 9:37:16 AM
Electronic Record and Signature Disclosure: Accepted: 4/2/2021 4:02:17 PM ID: d45eeacf-2351-42cf-9b04-6e9f078c5e0d Company Name: City of Mountain View		
Kimbra McCarthy Kimbra.McCarthy@mountainview.gov City Manager City of Mountain View Security Level: Email, Account Authentication (None)	DocuSigned by:  D5DFCB636B67439... Signature Adoption: Pre-selected Style Using IP Address: 108.235.116.218 Signed using mobile	Sent: 4/2/2021 9:37:26 AM Viewed: 4/2/2021 11:02:06 AM Signed: 4/3/2021 7:27:04 AM
Electronic Record and Signature Disclosure: Accepted: 4/2/2021 11:02:06 AM ID: ff9cc733-14ae-42e4-b942-272c610eef11 Company Name: City of Mountain View		

Signer Events	Signature	Timestamp
Silvia Vonderlinden Silvia.Vonderlinden@mountainview.gov Security Level: Email, Account Authentication (None)	DocuSigned by:  C84A74C90503408... Signature Adoption: Pre-selected Style Using IP Address: 38.99.34.3	Sent: 4/3/2021 7:27:16 AM Viewed: 4/5/2021 7:04:55 AM Signed: 4/5/2021 7:05:46 AM

Electronic Record and Signature Disclosure:
 Accepted: 4/5/2021 7:04:55 AM
 ID: 60951b2c-f3db-4375-a19d-892e3ebfe991
 Company Name: City of Mountain View

Suzy Niederhofer
 suzy.niederhofer@mountainview.gov
 Assistant Finance and Administrative Services
 Director

Completed

Using IP Address: 38.99.34.33

Sent: 4/5/2021 7:05:58 AM
 Viewed: 4/5/2021 8:33:29 AM
 Signed: 4/5/2021 8:34:47 AM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 4/5/2021 8:33:29 AM
 ID: 6b697a76-e7c4-4ce7-abe7-3ac2e3f9edc4
 Company Name: City of Mountain View

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Debbie Goedicke debbie.goedicke@mountainview.gov PWD Analyst City of Mountain View Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 38.99.34.33	Sent: 3/24/2021 2:10:58 PM Viewed: 3/24/2021 4:47:44 PM
Electronic Record and Signature Disclosure: Accepted: 3/22/2019 4:18:33 PM ID: 4bb00de6-444d-4066-a0d0-a284b44911ba Company Name: City of Mountain View		

Carbon Copy Events	Status	Timestamp
CAO EA CityAttorney@mountainview.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/5/2021 8:34:58 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
CCO City.Clerk@mountainview.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/5/2021 8:35:00 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
CMO - EA Hemali.Mikhael@mountainview.gov CMO EA City of Mountain View Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/5/2021 8:35:05 AM
Damian Skinner Damian.Skinner@mountainview.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/1/2021 1:57:33 PM ID: 2379fdf5-0346-46b8-9ec6-07967f64df0a Company Name: City of Mountain View	COPIED	Sent: 4/5/2021 8:35:09 AM Viewed: 4/5/2021 8:36:15 AM
CMO - cc Joy.Phaphakdy@mountainview.gov OA 3 CMO Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/5/2020 10:28:03 AM ID: c3c58e13-92f5-457b-a839-383d7a1fc568 Company Name: City of Mountain View	COPIED	Sent: 4/5/2021 8:35:12 AM
Purchasing Secretary purchasing@mountainview.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/5/2021 8:35:14 AM
John Zirelli jzirelli@recology.com General Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/5/2021 8:35:18 AM Viewed: 4/5/2021 8:38:35 AM
Jennifer Cutter Jennifer.Cutter@mountainview.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/5/2021 8:35:20 AM Viewed: 4/5/2021 8:38:43 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/23/2021 8:36:21 PM
Certified Delivered	Security Checked	4/5/2021 8:33:29 AM
Signing Complete	Security Checked	4/5/2021 8:34:47 AM
Completed	Security Checked	4/5/2021 8:35:20 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@mountainview.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies

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