

RD:RLT

4/28/11

**AGREEMENT BETWEEN THE CITY OF SAN JOSE AND GREENWASTE
RECOVERY, INC. FOR SOLID WASTE SERVICES**

1 **AGREEMENT BETWEEN THE CITY OF SAN JOSE AND GREENWASTE**
2 **RECOVERY, INC. FOR SOLID WASTE SERVICES**

3 THIS AGREEMENT is made and entered into effective this ___ day of April 2011 (the
4 "Effective Date"), by and between the City of San José, a municipal corporation of the
5 State of California ("CITY"), and GreenWaste Recovery, Inc., a California corporation
6 ("CONTRACTOR").

7 **WHEREAS**, CITY and CONTRACTOR have entered into that certain AGREEMENT
8 BETWEEN THE CITY OF SAN JOSE AND GREENWASTE RECOVERY, INC. FOR YARD
9 TRIMMINGS COLLECTION AND RESIDENTIAL STREET SWEEPING SERVICES
10 whereby CONTRACTOR provides integrated waste management services in Service
11 Districts A and B from March 28, 2001 with options to extend through June 30, 2013; and

12 **WHEREAS**, CITY and CONTRACTOR have also entered into that certain
13 AGREEMENT BETWEEN THE CITY OF SAN JOSE AND GREENWASTE RECOVERY,
14 INC. FOR YARD TRIMMINGS COLLECTION AND RESIDENTIAL STREET SWEEPING
15 SERVICES whereby CONTRACTOR provides integrated waste management services for
16 the Recycle Plus program from September 12, 2006 through June 30, 2013; and

17 **WHEREAS**, CITY and CONTRACTOR have also entered into that certain
18 AGREEMENT BETWEEN THE CITY OF SAN JOSE AND GREENWASTE RECOVERY,
19 INC. FOR SOLID WASTE COLLECTION SERVICES FROM PUBLIC LITTER CANS
20 LOCATED IN THE CITY OF SAN JOSE from July 1, 2006, with options to extend through
21 June 30, 2011; and

22 **WHEREAS**, CITY and CONTRACTOR have also entered into that certain
23 AGREEMENT FOR NEIGHBORHOOD CLEAN-UP SERVICES FOR RECYCLE PLUS
24 COLLECTION DISTRICTS A AND C BETWEEN THE CITY OF SAN JOSE AND
25 GREENWASTE RECOVERY, INC. from January 1, 2009, with options to extend through
26 June 30, 2015; and

27 **WHEREAS**, a new solid waste service agreement would be beneficial to the CITY
28 through reductions in certain solid waste service costs; and

29 **WHEREAS**, CONTRACTOR agrees to increase diversion, improve recyclable
30 material processing, and simplify the day-to-day management of the Recycle Plus program
31 through administrative adjustments; and

32 **WHEREAS**, the Negative Declaration prepared for this project under File No. PP10-
33 055 was adopted on June 18, 2010 in accordance with the requirements of the California
34 Environmental Quality Act;

35 **NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS,**
36 **AGREEMENTS AND CONSIDERATIONS CONTAINED HEREIN, CITY AND**
37 **CONTRACTOR HEREBY AGREE AS HEREINAFTER SET FORTH:**

1 **ARTICLE 1. DEFINITIONS**

2 For the purpose of this Agreement, the definitions contained in this Article shall
3 apply unless otherwise specifically stated. If a word or phrase is not defined in this Article,
4 the definition of such word or phrase as contained in Chapter 9.10 of the San Jose
5 Municipal Code shall control. When not inconsistent with the context, words used in the
6 present tense include the future, words in the plural include the singular, and words in the
7 singular include the plural. Use of the masculine gender shall include the feminine gender.

8 **1.1 Acceptable Residue.**

9 The small particles of grass clippings and leaves that remain on the street after the
10 Yard Trimmings have been collected. Acceptable Residue shall be of a small size that is
11 not feasible for collection with the Yard Trimmings on-street collection equipment.

12 **1.2 Business.**

13 All retail, professional, wholesale and industrial facilities and any other commercial
14 enterprises offering goods or services to the public.

15 **1.3 Business Service Unit.**

16 Any Business located in a Mixed-Use Dwelling that elects to utilize Single Family
17 Dwelling Collection Services or Multi Family Dwelling Collection Services and is approved
18 for such service under CITY's Recycle Plus program requirements. Business that generate
19 less than one (1) cubic yard of Garbage per week and is included in CITY's residential
20 collection program.

21 **1.4 Central Business District.**

22 The Central Business District as described in San José Municipal Code
23 Section 9.10.1500 and as set forth in Exhibit 4 ("Central Business District and Transit Mall
24 Zone") to this Agreement, ("CBD").

25 **1.5 City Facility Solid Waste.**

26 Garbage and Rubbish resulting from the normal activities of city facility service units
27 with the exception of Exempt Waste.

28 **1.6 City Representative.**

29 The person, or the person's designee(s), designated by the City Manager to
30 administer and monitor the provisions of this Agreement.

31 **1.7 Civic Yard Trimmings.**

32 Yard Trimmings that have been generated by Small Civic Service Units, Large Civic
33 Service Units, and other CITY lands within the Service Districts.

1 **1.8 Civic Yard Trimmings Collection Service.**

2 The collection, processing and marketing of Civic Yard Trimmings.

3 **1.9 Collection Services.**

4 Yard Trimmings Services, Residential Street Sweeping Service, Neighborhood
5 Clean-Up Service, Compostable Waste Processing, and Public Litter Container Services.

6 **1.10 Compostable Waste.**

7 Vegetable and other food scraps including meat, dairy products, kitchen grease and
8 bones; paper and cardboard that have been contaminated with food, fat or kitchen grease;
9 compostable paper associated with food preparation or food consumption such as paper
10 towels, paper plates, tissue, waxed paper and waxed cardboard; and other materials
11 designated by the City Representative that are capable of being composted. The material
12 must be generated at the Service Unit from which the Compostable Waste is collected.

13 **1.11 Compostable Waste Processing Facility.**

14 The GreenWaste Recovery facility located at 625 Charles Street, San Jose,
15 California or such other facility that is approved in advance by CITY's Director of
16 Environmental Services and that is designed, operated and permitted for the processing
17 and transfer of Residential Solid Waste, Organic Waste, Recyclable Material, City Facility
18 Solid Waste, and Public Litter Container Waste, ("CWPF").

19 **1.12 Composting Facility.**

20 The Z-Best composting facility located at 980 State Highway 25, Gilroy, California or
21 such other facility that is approved in advance by CITY's Director of Environmental
22 Services and that is designed, operated and permitted for the purpose of receiving and
23 processing Compostable Waste.

24 **1.13 Contaminant.**

25 Any material not normally produced from gardens or landscapes such as, but not
26 limited to, brick, rocks, gravel, large quantities of dirt, concrete, non-organic wastes, oil and
27 wood or wood products, including but not limited to, stumps, diseased elms, and other
28 diseased trees.

29 **1.14 Courtesy Notice.**

30 A form approved by the City Representative and used by CONTRACTOR to inform
31 Service Recipients that a courtesy collection occurred even though materials may not have
32 been set out by the Service Recipient according to program instructions.

33 **1.15 Curb Mile.**

34 The distance of one mile along one side of a street as measured by the CITY along
35 the center line of the street. Distances along Median Islands are not considered Curb
36 Miles.

1 **1.16 Curb Sweeping.**

2 A complete sweep of all curbs and Median Islands, but not traffic islands, on all
3 publicly maintained Residential Streets located within the Service District.

4 **1.17 Customer Service System.**

5 The computer-based system designated by CITY for service records, billing,
6 reporting and other operations data for the Recycle Plus Program.

7 **1.18 Disposal Facility.**

8 The Newby Island Landfill located at 1601 Dixon Landing Road, San Jose, CA.

9 **1.19 Dwelling Unit.**

10 Any individual living unit in a Single Family Dwelling, Multi-Family Dwelling, or
11 Mixed-Use Dwelling intended for or capable of being utilized for, residential living.
12 Dwelling Unit does not include an individual living unit in a hotel or motel, guesthouse,
13 residential care facility, extended care facility, sorority or fraternity house, school, dormitory,
14 residential service facility, emergency residential shelter, hospital, convent, or monastery,
15 as determined by the City Representative.

16 **1.20 E-Waste.**

17 Discarded electronics equipment such as cell phones, computers, monitors,
18 televisions, and other items containing cathode ray tubes (CRTs).

19 **1.21 Exempt Waste.**

20 Biohazardous or biomedical waste which may cause disease or reasonably be
21 suspected of harboring pathogenic organisms including human and animal parts,
22 contaminated bandages, pathological specimens, hypodermic needles, sharps,
23 contaminated clothing and surgical gloves from the operation of medical clinics, hospitals,
24 and other facilities that process this waste; Hazardous Waste; the accumulated solids,
25 residues, and precipitates generated as a result of waste treatment or processing,
26 including wastewater treatment, water supply treatment, or operation of an air pollution
27 control facility, and mixed liquids and solids pumped from septic tanks, grease traps,
28 privies, or similar disposal appurtenances or any other such waste having similar
29 characteristics or effects (biosolid); stable matter; Yard Trimmings or lumber that is more
30 than five (5) feet in length in its longest dimension or more than two (2) feet in diameter,
31 automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion
32 engines, lead-acid batteries, and those wastes under the control of the Nuclear Regulatory
33 Commission, but not including those materials defined as Large Item and Recyclable
34 Material.

1 **1.22 Garbage.**

2 All putrescible waste which generally includes but is not limited to kitchen and table
3 food waste, animal, vegetative, food or any organic waste that is attendant with, or results
4 from the storage, preparation, cooking or handling of food materials attributed to normal
5 activities of a Service Unit. Garbage must be generated at the Service Unit from which the
6 Garbage is collected. Garbage does not include those items defined as Exempt Waste
7 and does not include materials set out for collection as Compostable Waste.

8 **1.23 Hazardous Waste.**

9 Any material which is defined as a hazardous waste under California or United
10 States law or any regulations promulgated pursuant to such law, as such law or regulations
11 may be amended from time to time, but not including E-Waste, used oil or used oil filters
12 that can be Recycled.

13 **1.24 Large Civic Service Unit.**

14 Those CITY properties as set forth in Exhibit 6 (“Large Civic Service Units”) to this
15 Agreement.

16 **1.25 Large Item.**

17 Material collected through the CITY’s Large Item collection service providers, and
18 delivered to the Compostable Waste Processing Facility for processing.

19 **1.26 Mandatory Yard Trimmings Cart Collection Service.**

20 The collection, processing and marketing of Organic Waste from a Single Family
21 Dwelling Service Unit, Multi Family Dwelling Service Unit, or Small Civic Service Unit that
22 is required to utilize a Yard Trimmings Cart for the set out of Organic Waste; and the
23 disposal of Yard Trimmings Processing Residue.

24 **1.27 Median Island.**

25 A dividing area, normally at curb height, between opposing directions of traffic not
26 normally located along Residential Streets.

27 **1.28 Multi Family Dwelling Service Unit.**

28 Any combination of Dwelling Units or Business Service Units in the Service District
29 utilizing a common Garbage bin for the accumulation and set out of Residential Solid
30 Waste, (“MFD”).

31 **1.29 Mixed-Use Dwelling.**

32 A building or structure which contains both Business(es) and Dwelling Unit(s).

33 **1.30 Mobile Home Park Service Unit.**

34 The common area of a mobile home park that utilizes Yard Trimming Carts for the
35 accumulation and set out of Yard Trimmings, (“MHP”).

1 **1.31 Neighborhood Clean-Up Service.**

2 Single Family Dwelling Neighborhood Clean-Up Service and Targeted Clean-up
3 Service, (“NCU”).

4 **1.32 Non-Collection Notice.**

5 A form approved by the City Representative and used by CONTRACTOR to notify
6 Service Recipients of the reason for non-collection of materials set out by the Service
7 Recipient.

8 **1.33 On-Street Yard Trimmings Collection Service.**

9 The collection, processing and marketing of Yard Trimmings from a Single Family
10 Dwelling Service Unit, MFD Service Unit or Small Civic Service Unit that does not utilize a
11 Yard Trimmings Cart for the set-out of Yard Trimmings; and the disposal of Yard Trimmings
12 Processing Residue.

13 **1.34 Organic Waste.**

14 Yard Trimmings and/or Compostable Waste.

15 **1.35 Process.**

16 The act of separating Compostable Waste and Recyclable Material collected under
17 the terms of this Agreement by type, in accordance with the procedures set forth in Article
18 9 (“Recyclable Material and Compostable Waste Processing”), and Exhibit 8 (“MFD
19 Residential Solid Waste Processing Plan”).

20 **1.36 Public Litter Container.**

21 A receptacle purchased and placed by the CITY in high pedestrian areas, (“PLC”).

22 **1.37 Public Litter Container Service.**

23 The collection, processing, and marketing of solid waste from Public Litter
24 Containers.

25 **1.38 Public Litter Container Waste.**

26 All waste inside, on top of, and within three feet of Public Litter Containers that
27 generally includes but is not limited to beverage containers and miscellaneous litter
28 associated with pedestrians. This does not include items defined as Exempt Waste.

29 **1.39 Rebuilt Vehicle.**

30 At a minimum, replacement of worn parts and reconditioning or replacement of
31 hydraulic systems, transmissions, differentials, electrical systems, engines, and brake
32 systems. In addition, the Rebuilt Vehicle must be repainted, and its tires must have at
33 least eighty-five percent (85%) of tread remaining.

1.40 Recyclable Material.

Newsprint (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, Kraft brown bags and paper, paperboard, paper egg cartons, office ledger paper, and telephone books); glass containers; aluminum beverage containers; small scrap and cast aluminum (not exceeding sixty (60) pounds in weight nor two (2) feet in any dimension for any single item); steel including "tin" cans and small scrap (not exceeding sixty (60) pounds in weight nor two (2) feet in any dimension for any single item); bimetal containers; mixed plastics such as plastic bags, plastic film, plastics (1-7), bottles including containers made of HDPE, LDPE, PET, or PVC, and mixed rigid plastics; textiles; aseptic containers; and other materials that are capable of being Recycled and that would otherwise be disposed of as Residential Solid Waste and City Facility Solid Waste as mutually agreed upon in writing by CONTRACTOR and the City Representative. Recyclable Material includes recyclable items from Neighborhood Clean-Up events and Large Items, but does not include items defined as Exempt Waste.

1.41 Recycle.

Process and market in a manner that meets the requirements of the California Integrated Waste Management Act, Public Resources Code Section 40000 et seq., for inclusion of the materials in the calculation of diversion from landfill disposal for the purposes of the solid waste diversion requirements of the Act. Recycle does not include transformation as described in Public Resources Code Section 40201, and does not include stockpiling or storage by CONTRACTOR or any other person.

1.42 Residential Solid Waste.

Garbage and Rubbish resulting from the normal activities of a Service Unit. Residential Solid Waste must be generated at the Service Unit from which the Residential Solid Waste is collected and does not include items defined as Exempt Waste, ("RSW").

1.43 Residential Street.

Smaller local or neighborhood streets within the Service District, as designated by the City Representative. Residential Streets do not include large arterial and major collectors throughout the Service District.

1.44 Residential Street Sweeping Service.

The sweeping of Residential Streets in the Service District and the transportation of Sweep Waste for disposal or processing, ("RSS").

1.45 Residential Yard Trimmings Collection Service.

On-Street Yard Trimmings Collection Service, Mandatory Yard Trimmings Cart Collection Service, and Subscription Yard Trimmings Cart Collection Service.

1 **1.46 Residue.**

2 Recyclable Material, Residential Solid Waste, Public Litter Container Waste or City
3 Facility Solid Waste that is delivered to the CONTRACTOR's Compostable Waste
4 Processing Facility for Processing that cannot be composted or Recycled, and that is
5 subsequently removed from the CONTRACTOR's Compostable Waste Processing Facility
6 or Composting Facility, and disposed.

7 **1.47 Roll-Off Collection Service.**

8 The collection of Roll-Off Containers containing Yard Trimmings, Large Items, or
9 construction and demolition debris from Single Family Dwelling Service Units, Small Civic
10 Service Units or Business Service Units.

11 **1.48 Roll-Off Container.**

12 A metal container that is normally loaded onto a motor vehicle and transported to an
13 appropriate facility.

14 **1.49 Rubbish.**

15 All refuse, accumulation of paper, excelsior, rags, wooden boxes and containers,
16 sweep-ups and all other accumulations of a nature other than Garbage and Yard
17 Trimmings, resulting from the normal activities of a Service Unit. Rubbish must be
18 generated at the Service Unit from which the Rubbish is collected. Rubbish does not
19 include items defined as Exempt Waste.

20 **1.50 Service Districts.**

21 Those areas designated as Districts A, B and C on the map set out in Exhibit 3
22 ("Recycle Plus Service Districts") to this Agreement.

23 **1.51 Service Recipient.**

24 A Business Service Unit or Small Civic Service Unit or a resident of the City of San
25 José residing in a Single Family Dwelling Service Unit or a MFD or MHP Service Unit that
26 receives services in the Recycle Plus Program.

27 **1.52 Service Unit.**

28 Any Large Civic Service Unit, Small Civic Service Unit, Single Family Dwelling
29 Service Unit, MFD Service Unit or MHP Service Unit.

30 **1.53 Single Family Dwelling Neighborhood Clean-Up Service.**

31 The collection of waste materials including white goods and E-Waste, in Service
32 Districts A and C, using Roll-Off Containers as part of CITY's Neighborhood Clean-Up
33 Program; and delivery of same to the Compostable Waste Processing Facility, or such
34 other facility as appropriate under the terms of this Agreement with the advance approval
35 of the City.

1 **1.54 Single Family Dwelling Service Unit.**

2 Any Dwelling Unit or Business Service Unit in the Service District utilizing a
3 Garbage Cart, any Dwelling Units in a Mixed Use Dwelling, or any combination Dwelling
4 Units sharing Garbage Carts, for the accumulation and set-out of Residential Solid Waste,
5 (“SFD”).

6 **1.55 Signed Curb Mile.**

7 The same distance as Curb Mile, on streets where CITY has installed permanent
8 signs that restrict parking to specified hours and day(s) to facilitate street sweeping
9 services.

10 **1.56 Signed Street.**

11 Streets within the Service District with permanent signs installed by CITY that
12 restrict parking to specified hours and day(s) to facilitate street sweeping services.

13 **1.57 Small Civic Service Unit.**

14 Those neighborhood parks, community gardens, fire stations, and other CITY
15 properties as set forth in Exhibit 5 (“Small Civic Service Units”) to this Agreement and
16 collected as part of the yard trimmings routes.

17 **1.58 Subscription Yard Trimmings Cart Collection Service.**

18 The collection, processing and marketing of Organic Waste from a SFD Service
19 Unit, MFD Service Unit or MHP Service Unit that has elected to utilize a Yard Trimmings
20 Cart for the set out of Organic Waste; and the disposal of the Yard Trimmings Processing
21 Residue.

22 **1.59 Sweep Waste.**

23 Waste material including, but not limited to, loose dirt, rocks, glass, cans, leaves,
24 sticks, papers, Yard Trimmings residue or any like materials that can be removed by
25 Residential Street Sweeping operations.

26 **1.60 Sweeper Route.**

27 A daily path or itinerary followed by a sweeper that has been clearly divided into an
28 a.m. and p.m. section.

29 **1.61 Targeted Clean-Up Service.**

30 The collection of waste materials from designated public or private property in
31 Service Districts A and C conducted by CITY’s Code Enforcement Division, using Roll-Off
32 Containers; and delivery of same to the Compostable Waste Processing Facility, or such
33 other facility as appropriate under the terms of this Agreement with the advance approval
34 of the City, (“TCU”).

1 **1.62 Traffic Island.**

2 A raised area, over which cars may not pass, placed at a junction or thoroughfare to
3 provide a stopping place for pedestrians.

4 **1.63 Transit Mall Zone.**

5 The Transit Mall Zone described in San José Municipal Code Section 9.10.1510
6 and as set forth in Exhibit 4 (“Central Business District and Transit Mall Zone”) to this
7 Agreement.

8 **1.64 Travel Mile.**

9 A one-mile distance traveled along a street when the brooms of a street sweeper
10 are disengaged and no actual sweeping occurs, (e.g., distance between CONTRACTOR’s
11 service yard and the individual routes, and the distance to and from the dumpsite).

12 **1.65 Work Day.**

13 Any day, Monday through Friday, that is not designated a holiday pursuant to
14 Section 4.6 of this Agreement and any Saturday on which collection occurs because of the
15 holiday schedule adjustment described in Section 4.6. Work Days for Neighborhood
16 Clean-Up Service and Public Litter Container Collection Services may include Saturdays
17 and Sundays as mutually agreed upon between CONTRACTOR and City Representative.

18 **1.66 Yard Trimmings.**

19 Any vegetative matter resulting from normal yard and landscaping maintenance that
20 is not more than five (5) feet in its longest dimension or six (6) inches in diameter or
21 weighs more than sixty (60) pounds and any natural Christmas tree regardless of size and
22 weight. Yard Trimmings includes sod; plant debris including palm, yucca and cactus; grass
23 clippings, leaves, pruning, weeds, branches, brush, Christmas trees, and other forms of
24 horticultural waste and must be generated at the Service Unit from which the Yard
25 Trimmings are collected. Yard Trimmings do not include items defined as Exempt Waste,
26 Acceptable Residue, or Compostable Waste, (“YT”).

27 **1.67 Yard Trimmings Cart.**

28 A heavy plastic receptacle having a hinged tight-fitting lid, and wheels that is
29 approved by the City Representative for use by Service Recipients for Yard Trimmings
30 Collection Services under this Agreement and is appropriately labeled as a Yard Trimmings
31 Cart. The specifications for Yard Trimmings Carts, including capacity, are set forth in
32 Exhibit 15 (“Cart Specifications and Performance Criteria”) to this Agreement.

33 **1.68 Yard Trimmings Processing Residue.**

34 Materials collected pursuant to this Agreement, including both Organic Waste and
35 Contaminants that are delivered to a Composting Facility and subsequently landfilled or

RD:RLT

4/28/11

1 used as alternative daily cover (ADC) or other landfill applications. Yard Trimmings
2 Processing Residue includes Contaminants removed before or after processing.

3 **1.69 Yard Trimmings Services.**

4 Residential Yard Trimmings Collection Service and Civic Yard Trimmings Collection
5 Services.

1 **ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR**

2 **3.1 Organizational Status.**

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

7 **3.2 Authorization.**

8 CONTRACTOR has the authority to enter into and perform its obligations under this
9 Agreement. The CONTRACTOR's Board of Directors has/have taken all actions required
10 by law, its Articles of Incorporation, its bylaws, or otherwise, to authorize the execution of
11 this Agreement. The real person(s) signing this Agreement on behalf of CONTRACTOR
12 has/have authority to do so.

13 **3.3 No Conflict With Applicable Law or Other Documents.**

14 CONTRACTOR's performance of its obligations under this Agreement does not
15 conflict with, violate, or result in breach of any existing applicable law; or any term or
16 condition of any judgment, order or decree of any court, administrative agency or other
17 governmental authority, or any agreement or instrument to which CONTRACTOR is a party
18 or by which CONTRACTOR or any of its properties or assets are bound.

19 **3.4 No Litigation.**

20 There is no action, suit, proceeding or investigation at law or in equity, before or by
21 any court or governmental entity, pending or threatened against CONTRACTOR or its
22 partners, or otherwise affecting CONTRACTOR or its partners, wherein an unfavorable
23 decision, ruling, or finding, in any single case or in the aggregate, would materially
24 adversely affect CONTRACTOR's performance hereunder, or which, in any way, would
25 adversely affect the validity or enforceability of this Agreement, or which would have a
26 material adverse effect on the financial condition of CONTRACTOR or its partners.

27 **3.5 Expertise.**

28 CONTRACTOR has the expertise and professional and technical capability to
29 perform all of its obligations under this Agreement and is ready, willing and able to so
30 perform.

31 **3.6 Acknowledgement Of Legal Representation.**

32 It is acknowledged that each party was, or had the opportunity to be, represented by
33 counsel in the preparation and negotiation of this Agreement and had the opportunity to
34 contribute to the terms and conditions of this Agreement and, accordingly, the rule that a
35 contract shall be interpreted strictly against the party preparing the same shall not apply
36 herein due to the joint contributions of the parties.

1 **3.7 Financial Interest Representation.**

2 CONTRACTOR warrants and represents that no elected official, officer, agent or
3 employee of CITY has a financial interest, directly or indirectly, in this Agreement or the
4 compensation to be paid under it and, further, that no CITY employee who acts as a
5 “purchasing agent” as defined in the appropriate Section of California Statutes, nor any
6 elected or appointed officer of CITY, nor any spouse or child of such purchasing agent,
7 employee or elected or appointed officer, is a partner, officer, director or proprietor of
8 CONTRACTOR and, further, that no such CITY employee, purchasing agent, CITY elected
9 or appointed officer, or the spouse or child of any of them, alone or in combination, has a
10 material interest in CONTRACTOR. Material interest means direct or indirect ownership of
11 more than five percent (5%) of the total assets or capital stock of CONTRACTOR.

ARTICLE 4. GENERAL SERVICES

4.1 Grant of Exclusive Agreement.

CONTRACTOR is hereby granted an exclusive Agreement to provide Yard Trimmings (“YT”) Service, Residential Street Sweeping Service, and Public Litter Container (“PLC”) Service citywide, and Neighborhood Clean-Up (“NCU”) Service in Service Districts A and C. No other services, including Roll-Off Collection Services, shall be exclusive to CONTRACTOR.

4.2 Limitations to Exclusive Agreement.

4.2.1 Exceptions to Exclusive Agreement.

Nothing in this Agreement shall be construed to limit the collection, processing, and disposal of the following material to CONTRACTOR:

- Compostable Waste composted on the real property where it is generated
- Material collected from a Single Family Dwelling (“SFD”) or Multi Family Dwelling (“MFD”) Service Unit in temporary residential clean-outs with Roll-Off or front-load containers
- Recyclable Material transported by the generator (self-hauled waste)
- Large Items
- Donated material for which the material and any services related to the collection, processing, or disposal of the material does not involve financial consideration
- Exempt Waste
- Material which is set aside for destruction and recycling for security purposes (secure document shredding)
- Rock, concrete, asphalt and dirt (inert material)
- Construction and demolition debris
- Rubber and tires
- Materials in PLCs located in parks or at public transit stops without express written communication from the City Representative

Nothing in this Agreement shall be construed as requiring Service Recipients to set out these materials including Organic Waste for collection by CONTRACTOR. Service Recipients may dispose of the above material including Organic Waste by any other appropriate means including, but not limited to, back-yard composting, taking the material to drop off facilities, and donating or selling such items to private or public entities.

1 **4.3 Service Standards.**

2 CONTRACTOR shall perform all services under this Agreement in a thorough and
3 professional manner. Except for Residential Street Sweeping Service as set forth in Article
4 7 (“Residential Street Sweeping Services”) and emergency and natural disaster collection
5 services as provided in Article 12 (“Additional Services”) all other services described in this
6 Agreement shall be performed regardless of weather conditions or difficulty of collection.
7 CONTRACTOR shall perform all additional services described in this Agreement
8 professionally, promptly and courteously.

9 **4.4 Significant Events.**

10 Significant events may occur including, but not limited to: failure of equipment,
11 hazardous materials incident, regulatory actions, fires, earthquakes, floods, or labor
12 actions that detrimentally impact the CONTRACTOR’s operations, marketing, labor
13 relations and customer relations. CONTRACTOR will notify the City Representative within
14 two hours of any significant events that negatively impacts its ability to collect, process, or
15 dispose of the material. CITY considers any disruption of more than four hours to be
16 significant.

17 **4.5 Labor and Equipment.**

18 CONTRACTOR shall provide and maintain all labor, equipment, tools, facilities, and
19 personnel supervision required for the performance of CONTRACTOR’s obligations under
20 this Agreement. The enumeration of, and specification of requirements for, particular items
21 of labor or equipment does not relieve CONTRACTOR of the duty to furnish all others that
22 may be required, whether enumerated or not. CONTRACTOR shall at all times have
23 sufficient backup equipment and labor to fulfill CONTRACTOR’s obligations under this
24 Agreement. No compensation for CONTRACTOR’s services or for CONTRACTOR’s
25 supply of labor, equipment, tools, facilities or supervision shall be provided or paid to
26 CONTRACTOR by CITY or by any Service Recipient except as expressly provided by this
27 Agreement.

28 **4.6 Holiday Service.**

29 CITY observes Thanksgiving Day, December 25th, and January 1st as legal
30 holidays. CONTRACTOR shall not be required to provide Collection Services, nor to
31 maintain office hours, on holidays. In any week in which one of these holidays is on a
32 Work Day, services for the holiday and each Work Day thereafter will be delayed one Work
33 Day for the remainder of the week with normally scheduled Friday service being performed
34 on Saturday.

35 **4.7 Ownership of Materials.**

36 Title to material collected under this exclusive agreement shall pass to
37 CONTRACTOR as follows.

- 1 • Title to Yard Trimmings, Compostable Waste, Civic Yard Trimmings, and
2 Sweep Waste shall pass to CONTRACTOR at such time as said materials
3 are placed in CONTRACTOR's collection or street sweeping vehicle.
- 4 • Title to material collected as part of the SFD NCU Service shall pass to
5 CONTRACTOR at the time the material is placed in the Roll-Off Container or
6 other collection vehicle or container approved for use in the SFD NCU
7 Service event.
- 8 • Title to PLC Waste shall pass to CONTRACTOR at the time the material is
9 placed in CONTRACTOR's collection vehicle.
- 10 • Title to Residential Solid Waste ("RSW"), Large Item, and City Facility Solid
11 Waste shall pass to CONTRACTOR at the time the material is delivered to
12 the CONTRACTOR's Compostable Waste Processing Facility.

13 **4.8 Hours of Collection.**

14 Except as set forth below, CONTRACTOR shall provide Collection Services
15 commencing no earlier than 6:00 a.m. and terminating no later than 6:00 p.m., Monday
16 through Friday, with no service on Saturday (except for NCU and PLC services) or Sunday
17 (except for PLC service).

18 Collection in the Central Business District and Transit Mall Zone shall take place
19 between the hours required by the San Jose Municipal Code. A map of these areas is
20 included in Exhibit 4 ("Central Business District and Transit Mall Zone") to this Agreement.

21 The hours, days, or both, of collection set out above may be extended or otherwise
22 modified due to extraordinary circumstances or conditions with the prior consent of the City
23 Representative. If such consent is given in any manner other than by written notice, the
24 City Representative shall provide written confirmation to CONTRACTOR within three (3)
25 Work Days.

26 Notwithstanding the above requirements, delivery of collected materials to the
27 Compostable Waste Processing Facility, Composting Facility, Disposal Facility, or other
28 appropriate facility shall occur during the normal business hours of such facility unless
29 other arrangements have been made with the facility and have been approved in advance
30 by the City Representative.

31 **4.9 Spillage and Litter.**

32 CONTRACTOR shall conduct Collection Services so that no material spills out of
33 YT carts, PLCs, or collection vehicles. During transport, all RSW and City Facility Solid
34 Waste shall be contained, covered or enclosed so that leaking, spilling and blowing of the
35 materials are prevented. If there is a spill, CONTRACTOR shall clean up the YT,
36 Compostable Waste, Civic Yard Trimmings, PLC Waste, NCU Material, Sweep Waste and
37 any items spilled or scattered by the CONTRACTOR. CONTRACTOR shall cover with
38 petroleum-absorbent material all oil, hydraulic fluids, spilled paint or any other liquid, and

1 remove the petroleum-absorbent material from the street surface or any other area where
2 CONTRACTOR's operations have occurred. CONTRACTOR shall immediately clean up
3 any spillage or litter caused by CONTRACTOR but no later than two (2) hours after the
4 occurrence. When necessary, CONTRACTOR shall apply a suitable cleaning agent to the
5 spill area to provide adequate cleaning. To facilitate the cleaning, CONTRACTOR's
6 collection vehicles shall at all time carry sufficient quantities of petroleum-absorbent
7 material, brooms and shovels, and other appropriate material or equipment.

8 **4.10 Commingling of Materials Prohibited.**

9 4.10.1 Organic Waste Collected in San José.

10 CONTRACTOR shall not at any time prior to weighing the collected
11 materials, commingle any Organic Waste collected pursuant to this Agreement with
12 any other material collected by CONTRACTOR or any other person without the
13 express prior written authorization of the City Representative.

14 4.10.2 Sweep Waste.

15 CONTRACTOR shall not at any time commingle Sweep Waste collected
16 during the provision of Residential Street Sweeping Service with any other materials
17 collected by CONTRACTOR or any other person without the express prior written
18 authorization of the City Representative.

19 4.10.3 Public Litter Container Waste.

20 CONTRACTOR shall not at any time prior to weighing the collected
21 materials, commingle the PLC Waste with materials from any other source without
22 the express prior written authorization of the City Representative.

23 4.10.4 City Facility Solid Waste.

24 CONTRACTOR shall not at any time prior to weighing the delivered
25 materials, commingle the City Facility Solid Waste, the Compostable Waste or
26 Recyclable Material from city facilities with each other, or with materials from any
27 other source without the express prior written authorization of the City
28 Representative.

29 4.10.5 MFD Compostable Waste.

30 CONTRACTOR shall not at any time prior to weighing the delivered
31 materials, commingle MFD Compostable Waste with any other material inside or
32 outside the City of San José without the express prior written authorization of the
33 City Representative.

34 4.10.6 Residential Solid Waste.

35 CONTRACTOR shall not at any time prior to weighing the delivered
36 material, commingle the Residential Solid Waste with any other material inside or

1 outside the City of San José without the express prior written authorization of the
2 City Representative.

3 4.10.7 Neighborhood Clean-Up Material.

4 CONTRACTOR shall not at any time prior to weighing the collected
5 materials, commingle the NCU material with materials from any other source
6 without the express prior written authorization of the City Representative.

7 4.10.8 Large Item Material.

8 CONTRACTOR shall not commingle the Large Item material with
9 materials from any other source prior to weighing the Large Item material, without
10 the express prior written authorization of the City Representative.

ARTICLE 5. SERVICE UNITS**5.1 Service Units.**

Categories of premises and all such premises which may be added during the term of this Agreement by means of annexation, new construction, or as otherwise set forth in this Agreement include Single Family Dwelling (“SFD”) Service Units, Multi Family Dwelling (“MFD”) Service Units, Mobile Home Park (“MHP”) Service Units, Small Civic Service Units, Large Civic Service Units, and Business Service Units.

Any question as to whether a premises falls within one of these categories shall be determined by the City Representative and written notification of those premises to be included as Service Units shall be provided by CITY to CONTRACTOR. The determination of the City Representative shall be final.

5.2 Service Unit Changes.

CITY and CONTRACTOR acknowledge that during the term of this Agreement it may be necessary or desirable to add or delete Service Units for which CONTRACTOR will provide services.

5.2.1 Additions.

CONTRACTOR shall provide services described in this Agreement to new Service Units within five (5) Work Days, unless otherwise specified, of receipt of notice from CITY to begin such services. Service Units may also be added at the request of CONTRACTOR with written approval of the City Representative or at the request of the Service Unit and written approval of eligibility by the City Representative. The City Representative shall determine the type of Collection Services to be provided to any Service Unit.

5.2.2 Deletions.

CONTRACTOR shall immediately cease providing services upon receipt of notice from CITY to stop such service. Service Units may also be deleted because of a determination by the City Representative that the premises are not located in the Service District, or that the premises do not qualify for the services to be performed by CONTRACTOR pursuant to this Agreement.

5.2.3 Route Maps.

CONTRACTOR shall revise the Service Unit route maps to show the addition or deletion of Service Units as provided above and shall provide such revised maps in the format compatible with the ESRI Shapefile Technical Description “An ESRI White Paper—July 1998” (or the most current version of this document).

1 **5.3 Street Changes.**

2 CITY and CONTRACTOR acknowledge that during the term of this Agreement it
3 may be necessary or desirable to add or delete Residential Streets for which
4 CONTRACTOR will provide Residential Street Sweeping Service ("RSS"). CITY will
5 provide notification of changes to CONTRACTOR through the Customer Service
6 System.

7 5.3.1 Street Additions.

8 As new streets are constructed and accepted by CITY, CITY may, at
9 CITY's sole option, designate such streets as part of CONTRACTOR's Service
10 District for the purposes of RSS Service. If the City Representative designates
11 such streets as part of CONTRACTOR's Service District, CONTRACTOR shall
12 provide RSS Service on such streets under the terms and conditions of this
13 Agreement within fifteen (15) Work Days of receipt of notice from the City
14 Representative to begin service. CITY shall compensate CONTRACTOR for the
15 additional Curb Miles at the Monthly Street Sweeping rate set forth on line A.5 in
16 Exhibit 1 ("Compensation") to this Agreement.

17 5.3.2 Street Deletions.

18 CITY may require some Residential Streets to be temporarily or
19 permanently removed from the list of scheduled streets for which CONTRACTOR
20 provides RSS Service under this Agreement. CONTRACTOR shall immediately
21 cease providing RSS Service to any Residential Street upon receipt of notice
22 from the City Representative to stop such service. CONTRACTOR shall be
23 compensated for the Curb Miles for Residential Streets removed from the list of
24 scheduled streets in accordance with the partial month service provisions of
25 Section 19.3.3. When a Residential Street has been temporarily removed from
26 the list of scheduled streets, CONTRACTOR shall resume RSS Service on such
27 street in the next regularly scheduled cycle following notification from the City
28 Representative to resume service.

29 **5.4 Annexation.**

30 If during the term of this Agreement, additional territory within or adjacent to
31 CONTRACTOR's Service District is acquired by CITY through purchase, annexation,
32 eminent domain or other procedures, the City Representative may designate such
33 additional territory as part of CONTRACTOR's Service District as appropriate. If the
34 additional territory is so designated, CONTRACTOR shall provide the appropriate
35 Collection Services, as determined by the City Representative, in such additional
36 territory in accordance with the provisions and service rates set forth in this Agreement.
37 Such Collection Services shall begin within ten (10) Work Days of receipt of written
38 notice from the City Representative. CONTRACTOR shall not begin Collection Services
39 in any additional territory without written authorization from the City Representative.

1 The City Representative shall determine the type of Collection Services to be provided
2 to any Service Units in the additional territory.

3 If at the time of acquisition by CITY, the additional territory contains more than
4 five hundred (500) Service Units for which CONTRACTOR will provide Yard Trimmings
5 ("YT") Collection Service, CONTRACTOR may phase in the distribution of YT Carts on a
6 schedule approved by the City Representative; provided that CONTRACTOR shall
7 complete the distribution of all YT Carts within ninety (90) calendar days after
8 CONTRACTOR receives notification to begin YT Collection Service in the additional
9 territory.

10 **5.5 Temporary Removal from Street Sweeping Route.**

11 City Representative may require some streets to be temporarily removed from
12 the list of scheduled streets sweeps under the following circumstances:

- 13 • Construction or development on or along a street
- 14 • Pavement maintenance activities, including the chip seal program or the
15 slurry seal program described in Section 7.5.
- 16 • Inclement weather when running water is in the gutter or street such that
17 sweeping is ineffective
- 18 • Special sweeping on alternative schedule
- 19 • Consistent non-compliance of citizens to remove parked cars during sweep
20 days
- 21 • Other legitimate reasons that make sweeping impractical as determined by
22 the City Representative

23 In the event that the City Representative notifies CONTRACTOR not to sweep on
24 a temporary basis, CONTRACTOR shall not be paid for the equivalent Curb Miles and
25 no administrative charges will be assessed for failure to sweep such streets. The City
26 Representative shall notify CONTRACTOR of the temporary suspension of service at
27 least one day prior to the scheduled sweep, except that in the case where the reason
28 for not performing service is because of inclement weather, the City Representative may
29 notify CONTRACTOR at any time.

30 CONTRACTOR may verbally request permission from the City Representative to
31 postpone or cancel sweeping during heavy and persistent rainstorms within the Service
32 District. CONTRACTOR may postpone or cancel sweeping only with the prior consent
33 of the City Representative. In the event CONTRACTOR has completed a portion of a
34 route, CONTRACTOR shall so notify the City Representative within one (1) hour of the
35 time the City Representative gives consent for CONTRACTOR to postpone or cancel
36 sweeping. CONTRACTOR shall not be paid for the Curb Miles not swept.
37 CONTRACTOR may propose a make-up schedule for Curb Miles that are not swept
38 because of such rainstorms. If the make-up schedule is approved by the City
39 Representative, CONTRACTOR shall post informational signs at the entrance to all

1 residential areas on the make-up route, shall perform RSS Service on the scheduled
2 make-up day approved by the City Representative, and shall be compensated for the
3 make-up services at the Curb Mile rate then in effect. If an acceptable schedule cannot
4 be agreed upon, no make-up sweep shall be performed.

5 **5.6 Mandatory Yard Trimmings Cart Collection Service Units List.**

6 CITY may provide CONTRACTOR with a revised list of Service Units required to
7 have Mandatory YT Cart Collection Service. CONTRACTOR shall review the list of
8 Service Units required to have Mandatory YT Cart Collection Service and shall provide
9 the City Representative with recommendations of additions or deletions to the list based
10 on CONTRACTOR's knowledge of the collection routes, the applicable Municipal Code
11 provisions, and safety or logistical factors. The City Representative shall review the
12 recommendations and provide CONTRACTOR with a final list of Mandatory YT Cart
13 Collection Service Units within thirty (30) calendar days of receipt of the
14 recommendations from CONTRACTOR.

15 During the term of this Agreement, CITY may add or delete Service Units to/from
16 the Mandatory YT Cart Collection Service program. Except in emergency situations
17 identified by the City Representative, all such additions or deletions shall become
18 effective the first day of the month immediately following the month in which CITY
19 provides notice to CONTRACTOR of the addition or deletion. If an added Service Unit
20 does not already have a YT Cart, CONTRACTOR shall deliver a YT Cart to the Service
21 Unit prior to the effective date of the addition. Upon the effective date of any addition,
22 CONTRACTOR shall provide Mandatory YT Cart Collection Service to the added
23 Service Unit(s). Upon the effective date of any deletion, CONTRACTOR shall provide
24 On-Street YT Collection Service or Subscription YT Cart Collection Service as specified
25 by the City Representative. The partial month service provisions of Section 19.3.3 shall
26 not apply in the case of additions or deletions under this paragraph, and
27 CONTRACTOR shall be compensated for each month based upon the service in effect
28 on the last calendar day of that month and the applicable rate in effect for that month.

29 CONTRACTOR may not add or delete Service Units to/from the Mandatory YT
30 Cart Collection Service programs until notified by the CITY in the manner set forth in the
31 preceding paragraph. When new Service Units are identified by CONTRACTOR as
32 candidates for Mandatory YT Cart Collection Service, CONTRACTOR shall submit the
33 addresses and routes to the City Representative for such service. Within 30 days, the
34 City Representative shall determine if the new Service Units are eligible for the service.

ARTICLE 6. YARD TRIMMINGS SERVICES

CONTRACTOR shall provide Yard Trimmings Service ("YT") in the Service Districts in accordance with the terms and conditions of this Agreement.

6.1 General Provisions.

6.1.1 Frequency of Service.

CONTRACTOR shall provide Residential YT Collection Service to all Service Units in CONTRACTOR's Service District once every week on a scheduled route basis. Residential YT Collection Services to Single Family Dwelling ("SFD") Service Units shall be provided on the same Work Day as the collection of Residential Solid Waste ("RSW") to that Service Unit is scheduled. Residential YT Collection Services to Multi Family Dwelling ("MFD") and Small Civic Service Units shall be provided in the most efficient manner possible taking into the account the SFD Service Unit scheduling requirements. Where the scheduled collection day falls on a holiday, CONTRACTOR shall adjust the route schedule as set forth in Section 4.6 of this Agreement.

6.1.2 Accessibility to Street.

In those instances where a public or private street within the Service Districts is temporarily closed to vehicular traffic but is accessible to pedestrian traffic, CONTRACTOR shall utilize pedestrian access to provide Mandatory and Subscription YT Cart Collection Service with no disruption of service to the Service Units. In those instances where a public or private street within the Service Districts is temporarily closed to vehicular traffic, CONTRACTOR shall not be required to provide On-Street YT Collection Service, but shall reschedule collection and shall notify the Service Recipient of the rescheduled collection date.

6.1.3 Service Agreement.

CONTRACTOR shall obtain a signed service agreement from each SFD Service Unit complex or development where CONTRACTOR will enter upon private streets, from each MFD Service Unit, and from each Small Civic Service Unit to perform Residential YT Collection Services. The City Representative will assist CONTRACTOR in contacting representatives of Small Civic Service Units. CONTRACTOR shall provide the City Representative with copies of all signed service agreements within ten (10) Work Days of receipt by CONTRACTOR. The service agreements will contain at least the following information: Name and address of complex, development, homeowners association, or Small Civic Service Unit; number of units; name, address and phone number of contact person for the complex, development, homeowners association, or Small Civic Service Unit; permission for CONTRACTOR to enter the private streets; type of

1 Residential YT Collection Service to be provided (On-Street or Cart); number and
2 size of YT Carts; collection location if not curbside; and, if applicable, manner and
3 location of Christmas tree removal. CONTRACTOR shall provide Residential YT
4 Collection Services to all Service Units in the Service District unless such service
5 is specifically refused.

6 MFD and Mobile Home Park ("MHP") Service Units may elect to
7 subscribe to YT Cart Service. For MFD Service Units, CONTRACTOR shall not
8 provide, and will not be compensated for YT Cart Service until a completed
9 service agreement has been submitted to the City Representative by
10 CONTRACTOR. If an MHP chooses to subscribe to YT Carts for common areas,
11 CONTRACTOR must obtain a signed service agreement, at which time it
12 becomes an MHP Service Unit.

13 CONTRACTOR will not be compensated for the provision of these
14 services to those Service Units for which service agreements are required until
15 copies of the service agreements are provided to the City Representative in the
16 required manner. In the event CONTRACTOR is unable to obtain a signed
17 service agreement from a Service Unit through no fault of CONTRACTOR, CITY
18 will assist CONTRACTOR in resolving the situation.

19 6.1.4 Manner of Collection.

20 CONTRACTOR shall provide all YT Collection Services with as little
21 disturbance as possible.

22 6.1.5 Courtesy Notices.

23 In the following instances, CONTRACTOR shall collect the YT as set
24 out, and leave a courtesy notice at the nearest Service Unit: Where the YT are
25 placed less than twelve (12) inches from the curb; where the length, width or
26 height of a YT pile exceeds five (5) feet; where YT are placed in a marked bicycle
27 lane; where YT are placed in front of a red curb or no parking zone; or where YT
28 are placed in an area which impedes traffic flow or poses a potential safety
29 hazard.

30 6.1.6 Reporting of Problems and Non-Collections.

31 CONTRACTOR shall on a daily basis report all situations that prevent
32 or hinder collection; all instances of non-collection and the reason for the non-
33 collection; and all replacements, repairs, and exchanges of carts. Except as
34 otherwise provided in this Agreement, to the extent possible, CONTRACTOR
35 shall make such reports by the end of the Work Day in which the event occurred;
36 where it is not possible to make such reports by the end of the Work Day,
37 CONTRACTOR shall report such events no later than the end of the next Work
38 Day.

1 6.1.7 Yard Trimmings of Unknown Origin.

2 The San José Municipal Code prohibits the placement of YT in the
3 street other than in front of the Service Unit from which the YT was generated.
4 However, CONTRACTOR shall collect YT whose origins are unknown, or which
5 is not placed in front of a Service Unit, as long as the YT otherwise meet the
6 criteria for collection set forth above. The City Representative may investigate
7 areas with multiple occurrences of YT of unknown origins.

8 6.1.8 Fall Leaf Removal.

9 CONTRACTOR shall remove piles of leaves from all public streets
10 served by the Residential Street Sweeping Service program, and from all other
11 public streets in front of or adjacent to a SFD Service Unit, MFD Service Unit, or
12 Small Civic Service Unit.

13 6.1.9 Holiday Contingency Plan.

14 On or before each September 30 of each year, CONTRACTOR shall
15 submit an annual plan outlining collection strategies to handle increased
16 tonnages during the fall/winter holiday season. The plan should list any
17 additional vehicles which will be utilized including ID number, type, license
18 number, and material that will be collected; strategy for fluctuation in the labor
19 force; how excess material delivered to CONTRACTOR's Compostable Waste
20 Processing Facility will be processed; and how coordination with the SFD Solid
21 Waste Services and the SFD Recycling Services contractor(s) will be
22 accomplished for the collection of Christmas trees.

23 6.1.10 Christmas Trees.

24 CONTRACTOR shall collect all natural Christmas trees, including
25 flocked Christmas trees, set out by Service Units.

- 26 • Christmas trees shall be collected from the street from Service
27 Units with On-Street YT Collection Service or Subscription YT
28 Collection Service, and from the curb from Service Units with
29 Mandatory YT Cart Collection Service.
- 30 • In the case of MFD Service Units, Christmas trees shall be
31 collected in the manner agreed upon between the management of
32 the MFD Service Unit and CONTRACTOR. CONTRACTOR shall
33 utilize the required MFD service agreement to specify the place and
34 manner in which Christmas trees will be collected for each MFD
35 Service Unit.

36 There shall be no additional payment to CONTRACTOR for the
37 collection of Christmas trees.

38 6.1.11 Compostable Waste Service Option.

1 CONTRACTOR shall have no obligation to collect or process
2 Compostable Waste unless and until CITY exercises the option described in this
3 Section and CITY and CONTRACTOR have mutually agreed in writing for the
4 collection and processing of Compostable Waste and the compensation to be
5 paid.

6 **6.2 On-Street Residential Yard Trimmings Collection Service.**

7 CONTRACTOR shall perform On-Street Residential YT Collection Service in
8 accordance with the following terms and conditions:

9 6.2.1 Conditions of Service.

10 CONTRACTOR shall provide On-Street YT Collection Service to all
11 Service Units in the Service District whose YT is set out on a paved surface of
12 the public roadway, closest accessible roadway, or other such location agreed to
13 by CONTRACTOR and the Service Recipient, that will provide safe and efficient
14 accessibility to the CONTRACTOR's collection crew and vehicle. The total
15 quantity of YT collected from each Service Unit shall be unlimited.

16 6.2.2 Manner of Collection.

17 CONTRACTOR shall remove all YT except Acceptable Residue. If
18 CONTRACTOR's access to a YT set-out is blocked or inhibited by a garbage
19 cart, a recycling cart or a container provided by the Service Recipient,
20 CONTRACTOR shall manually move such cart or container, collect the YT and
21 manually replace the cart or container where it can be properly collected by the
22 CITY-authorized collector.

23 6.2.3 Non-Collection of On-Street Yard Trimmings.

24 CONTRACTOR shall not be required to provide On-Street YT
25 Collection Service at any Service Unit where: the YT is not segregated from other
26 waste materials; access is blocked or inhibited by vehicles or other obstacles; or
27 the YT is commingled with Contaminants. In the event CONTRACTOR does not
28 collect YT for any of these reasons, CONTRACTOR shall leave a Non-Collection
29 Notice at the Service Unit nearest the YT set-out explaining why collection was
30 not made.

31 **6.3 Mandatory and Subscription Residential Yard Trimmings Cart Collection** 32 **Services.**

33 CONTRACTOR shall perform Mandatory and Subscription Residential YT Cart
34 Collection Services in accordance with the following terms and conditions.

35 6.3.1 Conditions of Service.

36 CONTRACTOR shall provide Subscription and Mandatory Residential
37 YT Cart Collection Service to all Service Units designated by the CITY whose YT
38 are properly deposited in a YT Cart; and the YT Cart is placed within three (3)

1 feet of the curb, swale, paved surface of the public roadway, closest accessible
2 roadway, or other such location agreed to by CONTRACTOR and the Service
3 Recipient, that will provide safe and efficient accessibility to CONTRACTOR's
4 collection crew and vehicle.

5 CONTRACTOR shall also collect on-street YT from Service Units with
6 subscription YT carts.

7 6.3.2 Manner of Collection.

8 CONTRACTOR shall leave any YT Cart in an upright position at the
9 same point from which its contents were collected. CONTRACTOR shall not
10 empty the contents of the YT Cart onto the street for the purpose of collection.

11 CONTRACTOR's employees providing YT Collection Services shall
12 follow the regular walk for pedestrians while on private property and shall not
13 trespass nor cross property to the adjoining premises unless the occupant or
14 owner of both properties has given permission. Care shall be taken to prevent
15 damage to property, including flowers, shrubs, and other plantings.

16 6.3.3 Non-Collection of Mandatory and Subscription Yard Trimmings Carts.

17 CONTRACTOR shall not be required to provide YT Service if the
18 Service Recipient does not segregate the Organic Waste from Contaminants. If
19 Organic Waste is contaminated through commingling with other waste materials,
20 CONTRACTOR shall, if practical, separate the Organic Waste from the
21 Contaminants. CONTRACTOR shall then collect the Organic Waste and leave
22 the Contaminants in the YT Cart along with a Non-Collection Notice explaining
23 why the Contaminants are not considered Organic Waste. However, in the event
24 the Organic Waste and Contaminants are commingled to the extent that they
25 cannot easily be separated by CONTRACTOR or the nature of the Contaminants
26 renders the entire contents of the YT Cart contaminated, CONTRACTOR will
27 leave the YT Cart un-emptied along with a Non-Collection Notice that contains
28 instructions on the proper procedures for setting out Organic Waste.

29 6.3.4 Unlimited Collection.

30 All Residential YT Collection Services shall be unlimited as to total
31 weight or volume of Organic Waste collected. Cart customers exceeding the cart
32 load rating as set forth in Exhibit 15 ("Cart Specifications and Performance
33 Criteria") may set out additional YT for collection in accordance with Section 6.7.

34 **6.4 Provision and Maintenance of Yard Trimmings Carts.**

35 6.4.1 Inventory.

36 CONTRACTOR shall maintain an inventory of YT Carts in sufficient
37 number for CONTRACTOR to perform deliveries, repairs, and exchanges of such
38 equipment in a timely manner.

1 6.4.2 Purchase and Distribution of Yard Trimmings Carts.

2 CONTRACTOR shall purchase and distribute fully assembled and
3 functional YT Carts to new Service Units receiving Mandatory YT Cart Collection
4 Service or Subscription YT Cart Collection Service, that are added to the Service
5 District during the term of this Agreement. The number of YT Carts and the size
6 of the YT Cart to be distributed will be in accordance with the information
7 provided by the City Representative to CONTRACTOR. Except as provided in
8 Section 5.4 of this Agreement, CONTRACTOR shall complete the distribution of
9 the cart within ten (10) Work Days of receipt of the information from the City
10 Representative.

11 6.4.3 Replacement or Exchange of Cart.

12 All replacement, exchange, removal, or repair of carts must be
13 completed within ten (10) Work Days of receiving notification from the City
14 Representative or Service Recipient.

15 Under the following circumstances, CONTRACTOR shall replace or
16 exchange each cart at no cost or inconvenience to the Service Recipient, and at
17 no cost to the CITY:

- 18 • Damage by CONTRACTOR
19 • Natural wear and tear
20 • Mandatory service level change initiated by the CITY

21 Under the following circumstances, CONTRACTOR shall be
22 compensated for the replacement or exchange of each cart in excess of the
23 ranges outlined below, in accordance with Exhibit 1 ("Compensation"), as
24 adjusted under the terms of this Agreement. CONTRACTOR acknowledges that
25 it will not be compensated for (1) Customer initiated YT cart exchanges in District
26 A between 0.149% and 2.315% of the average number of households in a fiscal
27 year, (2) Customer initiated YT cart exchanges in District B between 0.125% and
28 2.477% of the average number of households in a fiscal year, and (3) Customer
29 initiated YT cart exchanges in District C between 0.286% and 3.148% of the
30 average number of households in a fiscal year. YT cart exchanges below or
31 above these ranges shall be compensated by the CITY in the June invoice. Cart
32 exchange counts shall be rounded to the nearest whole number.

- 33 • Stolen or lost carts
34 • Voluntary service level change initiated by the service recipient
35 • Damage not by CONTRACTOR

1 6.4.4 Ownership of Yard Trimmings Carts.

2 Carts in the possession of a Service Unit as of July 1, 2010, and all
3 carts distributed by CONTRACTOR during the term of this Agreement shall be
4 the property of CONTRACTOR. CONTRACTOR shall retain ownership of such
5 carts during the term of this Agreement. Upon the expiration or termination of
6 this Agreement, CONTRACTOR shall transfer to CITY and CITY shall obtain
7 ownership of all carts that are in the possession of a Service Unit on the date of
8 such expiration or termination. CONTRACTOR shall retain ownership of all carts
9 in CONTRACTOR's possession at the termination or expiration of this
10 Agreement.

11 6.4.5 Additional Carts.

12 Service Recipients with Subscription YT Cart Collection Service may
13 elect to order more than one cart, and CONTRACTOR shall be paid the monthly
14 base rate set forth on line A.2 of Exhibit 1 ("Compensation") for each cart.

15 CONTRACTOR may offer to collect YT overages from a Service Unit
16 with Mandatory YT Cart Collection Service by offering extra carts at no charge to
17 the Service Recipient and at no additional cost to the City.

18 **6.5 On-Premises Service Yard Trimmings Cart Service.**

19 6.5.1 Non-Subscription On-Premises Yard Trimmings Cart Service.

20 CONTRACTOR shall provide on-premises collection of YT to a SFD
21 Service Unit if all adult occupants residing therein have disabilities that prevent
22 them from setting the YT Cart at the curb for collection and if a request for non-
23 subscription on-premises service has been made to, and approved in the manner
24 required by CITY. The City Representative shall notify CONTRACTOR of any
25 SFD Service Units requiring non-subscription on-premises service; along with the
26 date such service is to begin. No additional monies shall be due to
27 CONTRACTOR for the provision of non-subscription on-premises service.

28 CONTRACTOR may at any time, but not more often than twice in any
29 agreement year, request that the City Representative verify the eligibility of a
30 SFD Service Unit for non-subscription on-premises service. Upon receipt of
31 CONTRACTOR's request, the City Representative shall make a determination as
32 to whether the SFD Service Unit meets the eligibility requirements and shall
33 notify CONTRACTOR of such determination within sixty (60) calendar days of
34 CONTRACTOR's request. At the time CONTRACTOR makes the request for
35 verification of eligibility, CONTRACTOR may submit to the City Representative
36 any information relevant to the City Representative's determination.

1 6.5.2 Subscription On-Premises Yard Trimmings Cart Service.

2 CONTRACTOR shall provide on-premises collection of Organic Waste
3 to those SFD Service Units subscribing to such service, except that subscription
4 on-premises collection service shall not be available in those instances where the
5 on-premises collection location of the YT Cart is more than one hundred (100)
6 yards from the normal curbside set out location. The City Representative shall
7 notify CONTRACTOR of any SFD Service Units subscribing to subscription on-
8 premises collection service, along with the date such service is to begin.

9 6.5.3 Manner of Collection.

10 In the case of on-premises service, CONTRACTOR shall remove the
11 YT Cart from the back or side of the Service Unit (or from such other location as
12 agreed to by CONTRACTOR and the Service Recipient), shall empty the
13 contents into the collection vehicle, and shall return the YT Cart to the location
14 from which it was removed.

15 6.5.4 Collection Day.

16 CONTRACTOR shall provide on-premises YT Collection Service on
17 the same Work Day that On-Street YT Collection Service would otherwise be
18 provided to the Service Unit.

19 **6.6 Hard to Serve Service Units.**

20 CONTRACTOR shall provide Collection Service to Service Units in locations that
21 may not be accessible to a standard collection vehicle through use of smaller vehicles
22 and/or alternative collection methods. CONTRACTOR will cooperate with the CITY if
23 CITY chooses to implement, or explore the implementation of, a hard-to-serve rate for
24 existing customers or customers located in new developments. This may require
25 CONTRACTOR to assist the CITY in the identification of hard-to-serve areas and
26 working with the CITY in good faith to arrive at an appropriate rate for said units.

27 **6.7 Yard Trimmings Overages.**

28 6.7.1 Conditions of Service.

29 CONTRACTOR shall collect YT which exceed the capacity of the YT
30 Cart from a Service Unit with Mandatory YT Cart Collection Service or
31 Subscription YT Cart Collection Service as long as the YT overages are set out
32 beside a full YT Cart either in bundles tied with twine or in a can or other
33 container provided by the Service Recipient and clearly labeled as a YT
34 container. CONTRACTOR shall provide YT labels to identify additional
35 containers upon request of the Service Recipient.

1 6.7.2 Non-Collection of Overages.

2 CONTRACTOR shall leave a Non-Collection Notice at the Service Unit
3 in front of which the Organic Waste is placed. CONTRACTOR shall have no
4 obligation to collect YT overages where the:

- 5 • YT container provided by the Service Recipient or the bundle
6 exceeds the allowable weight limit of sixty (60) pounds;
- 7 • Bundle exceeds five (5) feet in length;
- 8 • YT are in a container that is not clearly marked to indicate contents;
- 9 • YT contain Contaminants;
- 10 • YT from a Service Unit receiving Mandatory Yard Trimming Cart
11 Collection Service are not placed beside a full YT Cart provided by
12 CONTRACTOR; or

13 CONTRACTOR shall notify the City Representative of Service Units
14 with frequent YT overages, and the City Representative may require the Service
15 Unit to obtain larger and/or additional YT Carts.

16 **6.8 Small Civic Service Unit Yard Trimming Collection Services.**

17 CONTRACTOR shall provide Civic YT Collection Services to Small Civic Service
18 Units as provided below in this Section.

19 6.8.1 Small Civic Service Unit Collection.

20 CONTRACTOR shall provide weekly collection of YT generated by
21 those Service Units listed on Exhibit 5 (“Small Civic Service Units”) to this
22 Agreement that utilize On-Street YT Collection Service, and weekly collection of
23 Organic Waste generated by those Small Civic Service Units that utilize
24 Mandatory YT Cart Collection Service.

25 6.8.2 Entry to Parks or Gardens.

26 CONTRACTOR shall enter neighborhood parks or community gardens
27 if it is necessary to enter to collect YT. CITY shall provide CONTRACTOR with
28 keys if community gardens and neighborhood parks are locked. CONTRACTOR
29 shall not be required to operate its equipment on an unpaved surface.

30 6.8.3 On-Call Service.

31 Within three (3) Work Days of receipt of a written request from the City
32 Representative, CONTRACTOR shall collect Civic YT generated by CITY crews
33 at Small Civic Service Units. CONTRACTOR shall collect all such YT separately
34 from all other YT and shall have such YT weighed separately at the Compostable
35 Waste Processing Facility or Composting Facility. CONTRACTOR shall be
36 compensated for this service at the “Large Civic Collection & Pruning” per ton

1 service rate set forth in Exhibit 1 (“Compensation”) as may be adjusted under the
2 terms of this Agreement.

3 6.8.4 Non-Collection of Small Civic Service Units.

4 CONTRACTOR shall have no obligation to collect Organic Waste with
5 Contaminants from Small Civic Service Units. CONTRACTOR shall leave a Non-
6 Collection Notice at the Small Civic Service Unit, and notify CITY of the non-
7 collection.

8 **6.9 Large Civic Service Unit Yard Trimming Collection Services.**

9 CONTRACTOR shall provide Civic YT Collection Services to Large Civic Service
10 Units as provided below in this Section.

11 6.9.1 On-Call Service.

12 Within three (3) Work Days of receipt of a written request from the City
13 Representative, CONTRACTOR shall collect Civic YT generated by CITY crews
14 at Large Civic Service Units.

15 6.9.2 Weekly Collection Service.

16 Within five (5) Work Days of receipt of a written request from the City
17 Representative, CONTRACTOR shall begin weekly collection of Civic YT from all
18 Large Civic Service Units. Such weekly collection shall continue until written
19 notification is received by CONTRACTOR from the City Representative to
20 discontinue said weekly collection.

21 6.9.3 Street Tree Prunings Collection.

22 The City Representative may direct CONTRACTOR to collect Civic YT
23 generated by CITY crews or CITY’s designated tree-pruning contractors in the
24 pruning of street trees and placed loose in the street.

25 6.9.4 Manner of Collection.

26 CONTRACTOR shall collect Large Civic YT loose at the generation
27 site, or from bunkers at CITY corporation yards.

28 6.9.5 Non-Collection of Large Civic Service Units.

29 If the Large Civic YT contains Contaminants, CONTRACTOR shall
30 leave a Non-Collection Notice and shall notify CITY of the Contaminants and
31 their location so that City staff may remove the Contaminants.

32 6.9.6 Separate Collection/Weighing.

33 CONTRACTOR shall collect all Large Civic YT separately from all
34 other YT and shall have the Large Civic YT weighed separately at the
35 Compostable Waste Processing Facility or Composting Facility.

1 **6.10 Home Composting Bin Delivery.**

2 CONTRACTOR shall deliver City-provided home composting bins to SFD
3 Service Units and MFD Service Units on an on-going basis within ten (10) Work Days of
4 receipt of written notification from the City Representative. CONTRACTOR shall deliver
5 home composting bins to a location on the premises specified by the Service Recipient
6 (e.g. doorstep, front porch). However, CONTRACTOR shall not be required to deliver a
7 home composting bin to a backyard or side yard. CONTRACTOR shall provide storage
8 for an inventory of City-provided home composting bins and shall account for all bins
9 received and delivered. CONTRACTOR shall provide CITY with a monthly inventory
10 report documenting the number of bins received, bins delivered, and bins in storage.

11 **6.11 Option for Compostable Waste Service.**

12 6.11.1 Compostable Waste Service.

13 At any time, CITY may elect to have CONTRACTOR collect
14 Compostable Waste from all Service Units in the Service Districts that use YT
15 Carts for the set out and collection of YT.

16 6.11.2 Conditions of Service.

17 CONTRACTOR shall have no obligation to collect or process
18 Compostable Waste unless and until CITY exercises the option described in this
19 Section and CITY and CONTRACTOR have mutually agreed in writing for the
20 collection and processing of Compostable Waste and the compensation to be
21 paid.

22 6.11.3 Collection and Processing Plan.

23 Within ninety (90) calendar days of notification from the City
24 Representative that CITY has made this election, CONTRACTOR shall submit a
25 collection, processing and marketing plan to the City Representative. The plan
26 shall include at least the processing requirements set out in Article 9 ("Recyclable
27 Material and Compostable Waste Processing").

28 6.11.4 Commencement of Collection.

29 Within sixty (60) calendar days of the City Representative's approval of
30 CONTRACTOR's collection, processing and marketing plan, CONTRACTOR
31 shall commence collection of Compostable Waste that is commingled with YT in
32 the YT Carts.

33 6.11.5 Reporting.

34 For any daily, monthly, quarterly or annual reports submitted to CITY
35 after the commencement of collection of Compostable Waste, CONTRACTOR
36 shall combine the tonnage of Compostable Waste with the tonnage of YT and list
37 the total as Organic Waste in the reports otherwise required under this
38 Agreement. For any route audit that is conducted after the commencement of

1 collection of Compostable Waste, Compostable Waste shall be reported with YT
2 as Organic Waste.

3 **6.12 Option for Citywide Containerized Yard Trimmings Collection Service.**

4 6.12.1 Citywide Containerized Yard Trimmings Collection Service.

5 At the CITY's option, effective July 2013 or a date mutually agreed
6 upon, CONTRACTOR shall provide Small Civic Service Units, SFD Service
7 Units, MFD Service Units and MHP Service Units with up to two (2) YT carts for
8 weekly collection of YT, and once monthly On-Street YT Collection Service. The
9 CITY may request more frequent On-Street YT Collection Service at a rate to be
10 mutually agreed upon.

11 6.12.2 Conditions of Service.

12 CONTRACTOR shall have no obligation to collect or process citywide
13 containerized YT unless and until CITY exercises the option described in this
14 Section and CITY and CONTRACTOR have mutually agreed in writing for the
15 collection and processing of containerized YT.

16 6.12.3 Compressed Natural Gas Collection Vehicles.

17 Should the CITY exercise the option for citywide containerized YT
18 Collection Service, CONTRACTOR shall purchase new equipment as set forth in
19 Section 13.3.3.

1 **ARTICLE 7. RESIDENTIAL STREET SWEEPING SERVICES**

2 CONTRACTOR shall provide Residential Street Sweeping Services (“RSS”) in the
3 Service Districts in accordance with the terms and conditions of this Agreement.

4 **7.1 General Provisions.**

5 7.1.1 Frequency of Service.

6 CONTRACTOR shall provide RSS Service for each Curb Mile in the
7 Service District once every month (to be updated based on frequency selected
8 by CITY) on a scheduled route basis. RSS Service shall be scheduled on the
9 Work Day following the normal Yard Trimmings (“YT”) Collection Service day.
10 However, in those instances where the scheduled RSS Service day falls on a
11 holiday, CONTRACTOR shall adjust the route schedule as set forth in Section
12 4.6. In the event the YT Collection Service day is moved to Saturday as a result
13 of a holiday, the RSS Service will be performed on the next Work Day.

14 7.1.2 Hours of Service.

15 CONTRACTOR shall provide RSS Service commencing no earlier than
16 7:00 a.m. and terminating no later than 5:00 p.m., Monday through Friday with no
17 service on Saturday, except for holiday service as set forth in Section 4.6 of this
18 Agreement, or Sunday. The hours, days, or both of service may be extended
19 due to extraordinary circumstances or conditions with the prior verbal consent of
20 the City Representative.

21 7.1.3 Manner of Service.

22 CONTRACTOR shall provide a complete sweep of all Curb Miles on all
23 publicly maintained Residential Streets located within the Service Districts.
24 Within any Curb Mile, CONTRACTOR shall be responsible for sweeping all curbs
25 including Median Islands, traffic calming islands and the corners from any cross
26 street intersecting the subject street, but shall not be responsible for sweeping
27 Traffic Islands.

28 CONTRACTOR shall obey all laws governing the operation of the
29 sweepers on a public street, and shall perform its operations so that sweepers
30 are traversing their routes in the normal direction of traffic.

31 CONTRACTOR shall leave the serviced area in a debris and dirt free
32 condition. Service shall include the collection of debris and Acceptable Residue
33 remaining after the collection of YT.

34 **7.2 Residential Street Sweeping Service.**

35 CONTRACTOR shall perform RSS Service in accordance with the following
36 terms and conditions:

1 7.2.1 Sweeper Speed.

2 CONTRACTOR shall operate the sweepers at a speed of not more
3 than six (6) miles per hour when sweeping or when the sweeper brooms are
4 down, unless CONTRACTOR can demonstrate that the sweeper can operate
5 efficiently and safely at a higher speed. CITY will use industry standards,
6 Environmental Protection Agency information, and the sweeper manufacturer's
7 recommendation on the speed of sweepers when considering speeds greater
8 than six (6) miles per hour.

9 7.2.2 Width of Sweeper Path.

10 CONTRACTOR shall sweep a path, with all brooms down, with a width
11 of not less than eight (8) feet unless parked vehicles, structures, or other objects
12 prohibit the safe sweeping of this path width. The path shall begin at the face of
13 the curb, and include the flow line of the gutter. Unless blocked by parked cars,
14 Garbage carts, recycling carts, YT Carts or YT piles, the face of the curb and
15 gutter shall always be included within the sweeper path. On those Residential
16 Streets with no curb, the width of the sweeper path shall be not less than eight (8)
17 feet measured from the edge of the pavement toward the center of the street.

18 7.2.3 Water.

19 CONTRACTOR shall obtain water services from the appropriate water
20 utility companies for the water necessary in the street sweeping operation. The
21 cost of the water shall be borne by CONTRACTOR. The proper volume and
22 pressure shall be supplied by the sweeper at all times for adequate dust control
23 during the sweeping operation. CITY may direct CONTRACTOR to use
24 reclaimed or recycled water due to increased availability of reclaimed water.

25 7.2.4 Hazardous Waste.

26 CONTRACTOR shall not be required to remove any Hazardous Waste
27 from the street surface. If in the course of performing RSS Services, any
28 suspected Hazardous Wastes are encountered, CONTRACTOR shall
29 immediately report the location to the San Jose Fire Department or any other
30 responsible agency and to the City Representative. Any Curb Mile not swept due
31 to such circumstances shall not be subject to the reduction in payment due to
32 non-performance as set forth in this Agreement. In the event Hazardous Waste
33 is found, CONTRACTOR shall provide follow-up information to the City
34 Representative, including the name of the agency to whom CONTRACTOR's
35 report was made and how the incident was resolved.

36 **7.3 Special Street Sweeping Services.**

37 CITY and CONTRACTOR acknowledge that RSS Service may be more difficult
38 in certain areas because of the parking patterns of residents and visitors. In those
39 areas, CONTRACTOR shall provide Signed Street Sweeping Services ("SSSS"),

1 Enhanced Street Sweeping (“ESS”) service; Contractor Provided A-frame enhanced
2 service (“CPA”), or Tow Enhanced Street Sweeping (“TESS”) service.

3 CONTRACTOR shall perform the following maximums of ESS, CPA, or TESS
4 Service sweeps per month:

- 5 • Seven (7) in Service District A,
- 6 • Three (3) in Service District B, and
- 7 • Four (4) in Service District C.

8 The maximum length of each sweep shall be 3 curb miles, for a monthly
9 maximum of 42 curb miles.

10 7.3.1 Signed Street Sweeping Service.

11 CONTRACTOR is required to complete up to a maximum of 240
12 Signed Curb Miles on Signed Streets and to provide street sweeping services
13 within the specified time period. CITY and CONTRACTOR may mutually agree
14 to sweep additional Signed Curb Miles. This Agreement must be amended to the
15 extent that the additional Signed Curb Miles changes the service rate. The City
16 Representative shall provide CONTRACTOR with the location of Signed Streets.
17 Prior to the addition of Signed Streets, CONTRACTOR will have the opportunity
18 to review the proposal to ensure the schedule and timing of the street sweeping
19 service is a reasonable fit with existing routes. In the course of performing this
20 service, CONTRACTOR is not relieved of its obligation under Section 13.3.15 to
21 have reserve equipment available for all other services required by the
22 Agreement.

23 7.3.2 Enhanced Street Sweeping Service with City Provided A-Frames.

24 This ESS service is based on a temporary posting of “No Parking”
25 signs, enforced by ticketing. A minimum of two weeks before the sweep is to
26 occur; the City Representative will provide CONTRACTOR with a list of the street
27 segments to be swept. CONTRACTOR shall then create a schedule for the
28 sweep, and provide those details to CITY’s Department of Transportation (“DOT”)
29 as well as arrange for enforcement with the Parking Compliance Section of Code
30 Enforcement. Sweeps will take place on the normal sweep day for the streets
31 involved. “No Parking” signage shall be posted 48 hours before the sweep is to
32 occur, and inspectors from CITY shall verify the signage before the sweep
33 occurs. “No Parking” signs will be provided by CONTRACTOR and will display
34 CONTRACTOR’s phone number.

35 Signs shall be posted a maximum of 200 feet apart, within 6 feet of the
36 face of the curb on the side of the street on which parking is to be restricted. The
37 sweep shall take place during the specified time listed on the signage, and

1 CONTRACTOR shall remove the temporary signs by the end of the Work Day
2 following the day on which the ESS Service sweep occurs.

3 7.3.3 Enhanced Sweep Services With Contractor Provided A-Frames.

4 This CPA service is based on a temporary posting of "No Parking"
5 signs, enforced by ticketing, on A-Frames provided by the CONTRACTOR.
6 Should the City opt to implement this service, the City shall notify the
7 CONTRACTOR a minimum of 60 days in advance, in order to allow the
8 CONTRACTOR sufficient time to acquire the necessary equipment, vehicle, or
9 employee resources to implement this type of sweep service.

10 A minimum of two weeks before the sweep is to occur; the City
11 Representative will provide CONTRACTOR with a list of the street segments to
12 be swept. CONTRACTOR shall then create a schedule for the sweep, and
13 provide those details to CITY's DOT as well as arrange for enforcement with the
14 Parking Compliance Section of Code Enforcement. Sweeps will take place on
15 the normal sweep day for the streets involved. "No Parking" signage shall be
16 posted 48 hours before the sweep is to occur, and inspectors from CITY shall
17 verify the signage before the sweep occurs. "No Parking" signs and A-frames will
18 be provided by CONTRACTOR and will display CONTRACTOR's phone number.

19 CONTRACTOR provided signs and A-frames shall be posted a
20 maximum of 150 feet apart, within 6 feet of the face of the curb on the side of the
21 street on which parking is to be restricted. The sweep shall take place during the
22 specified time listed on the signage, and CONTRACTOR shall remove the
23 temporary signs by the end of the Work Day following the day on which the CPA
24 Service sweep occurs.

25 7.3.4 Tow-Enforced Street Sweeping Service with Contractor Provided A-
26 Frames.

27 In those areas where ESS or CPA Services are not sufficient to allow
28 street sweeping to occur, CONTRACTOR shall provide Tow-Enforced Street
29 Sweeping ("TESS") service. Should the City opt to implement this service, the
30 City shall notify the CONTRACTOR a minimum of 60 days in advance, in order to
31 allow the CONTRACTOR sufficient time to acquire the necessary equipment,
32 vehicle, or employee resources to implement this type of sweep service

33 TESS service will consist of regular RSS Service in conjunction with
34 tow-away enforcement of parking prohibitions. A minimum of two weeks before
35 the sweep is to occur; the City Representative will provide CONTRACTOR with a
36 list of the street segments to be swept. CONTRACTOR shall create a schedule
37 for the sweep, and provide details to CITY's DOT as well as arrange for
38 enforcement with the Parking Compliance Section of Code Enforcement. Sweeps
39 will take place on the normal sweep day for the streets involved. At least forty-
40 eight (48) hours before the sweep is to occur, CONTRACTOR shall post

1 temporary "Tow-Away No Stopping" signs affixed to A-frame barricades supplied
2 by CONTRACTOR. Tow-Enforced Sweep signs shall be posted a maximum of 50
3 feet apart at a consistent height. All signs must be posted within 6 feet of the
4 face of the curb on the side of the street on which parking is to be restricted.

5 **7.4 Disposition of Sweep Waste.**

6 7.4.1 Dumpsites.

7 CONTRACTOR shall establish and maintain a list of assigned
8 dumpsite locations for every route. Dumpsite locations shall be within the CITY
9 right-of-way and located within a reasonable distance of every route served. To
10 minimize the impact on CITY streets, CONTRACTOR may use the same
11 dumpsite for multiple routes. CONTRACTOR shall obtain the approval of the
12 City Representative for each dumpsite location, and shall use the approved
13 dumpsite whenever the associated route(s) are swept. CONTRACTOR shall
14 clearly post signs at all dumpsites indicating "Residential Street Sweeping Debris
15 Only" to prevent illegal dumping. CONTRACTOR shall utilize Roll-Off Containers
16 at the dumpsites for the collection of Sweep Waste. To the extent feasible the
17 Roll-Off Containers shall be water-tight. All Sweep Waste left at the dumpsite
18 shall be collected and the area shall be swept by CONTRACTOR prior to the end
19 of the Work Day. CONTRACTOR shall use any measures necessary to ensure
20 that no runoff from the debris ends up in the storm water system in accordance
21 with BMP Guidelines for Non-Point Source Pollutants in the publication entitled
22 Storm Water Best Management Practices Handbook for Industrial Commercial.
23 Failure to use a dumpsite or failure to properly maintain a dumpsite shall result in
24 administrative charges as described in Article 20 ("Quality of Performance of
25 Contractor").

26 7.4.2 Disposal Facility.

27 CONTRACTOR shall transport and deliver to the Disposal Facility all
28 Sweep Waste collected as a result of performing RSS Services. CITY shall
29 arrange for disposal capacity for the Sweep Waste so that if CONTRACTOR
30 delivers the Sweep Waste to the Disposal Facility, disposal of the Sweep Waste
31 shall be at no cost to CONTRACTOR.

32 In the event the Disposal Facility is closed on a Work Day or is
33 otherwise unable to accept the Sweep Waste for disposal, CONTRACTOR shall
34 transport and dispose of the Sweep Waste at such other legally permitted
35 Disposal Facility as designated in writing by the City Representative.

36 **7.5 Coordination with Other City Programs.**

37 CONTRACTOR shall establish and maintain good working relationships with
38 various work units in CITY's departments. The City Representative will provide
39 CONTRACTOR with the name of a contact person for each of the various work units.

1 CONTRACTOR shall be responsible for cooperating and coordinating with the following
2 CITY programs in the performance of RSS Service:

3 7.5.1 ACB Sweeping Program.

4 Arterial, Commercial, and Bicycle Lane (“ACB”) routes are swept by
5 CITY crews on either a weekly or twice-per-month frequency. Streets under this
6 program are not included as part of the work to be performed by CONTRACTOR
7 under this Agreement, and are excluded from CONTRACTOR’s RSS Service
8 District.

9 7.5.2 Chip Seal Program.

10 CITY’s chip seal program is an annual Residential Street surface
11 sealing performed by CITY’s DOT. It usually commences on the first Monday
12 after the Fourth of July and usually ends around mid-September. CITY reserves
13 the right to suspend normal RSS Service on affected streets during the time the
14 chip seal program is performed. The City Representative shall notify
15 CONTRACTOR each year of the schedule and areas covered by the program.
16 CONTRACTOR shall not be compensated for those Residential Streets that are
17 not swept as a result of the suspension of service.

18 7.5.3 Slurry Seal Program.

19 CITY’s slurry seal program is an annual street surface sealing
20 performed by private contractors but administered by CITY’s DOT. It generally
21 occurs during late spring and summer months. Typically, streets sealed under
22 this program are those that are swept under the ACB Sweeping Program. CITY
23 reserves the right to suspend normal RSS Service on affected streets during the
24 time the slurry seal program is performed. CONTRACTOR shall not be
25 compensated for those Residential Streets that are not swept as a result of the
26 suspension of service.

27 7.5.4 Parking Compliance.

28 CITY’s parking compliance program consists of enforcing parking
29 regulations by such means as warnings, ticketing and/or towing of parked cars in
30 specific areas that have been identified as having a high number of parked cars
31 even after the implementation of public information measures. Parking
32 compliance measures are performed by Parking and Traffic Compliance Officers
33 in the DOT.

34 7.5.5 Community Groups.

35 On occasion, some CITY agencies take interest in a particular
36 neighborhood in order to revitalize its appearance. As part of their clean-up
37 activities, “No Parking” signs (often with “Tow Away” enforcement) may be
38 posted. These actions significantly reduce the impact of parking and benefit the

RD:RLT

4/28/11

- 1 RSS Service program. Groups performing these activities include, but are not
- 2 limited to DOT's Community Services, Project Crackdown, the Strong
- 3 Neighborhoods Initiative, and individual Council District Offices.

ARTICLE 8. YARD TRIMMINGS AND SWEEP ROUTES

8.1 Service Routes.

CONTRACTOR shall provide the City Representative with maps precisely defining CONTRACTOR's Yard Trimmings ("YT") and Sweep routes, together with the days and the times within ten (10) Work Days of the CITY's request. The maps shall be printed and in a format compatible with the ESRI Shapefile Technical Description "An ESRI White Paper—July 1998" (or the most current version of this document). For purposes of this Section, "compatible" means the ability to import and export data between computer systems without the need for custom translation software. CITY shall provide CONTRACTOR with updated base maps of CONTRACTOR's Service Districts in an electronic format.

CONTRACTOR shall provide the City Representative with an electronic spreadsheet containing route numbers, collection days, street sweeping weeks (if applicable), Customer Service System identification number, and service address for all Service Units. This data shall be provided annually by October 15 of each year.

8.2 Service Route Changes.

CONTRACTOR shall submit to the City Representative, in writing, any proposed route change (including maps) not less than sixty (60) calendar days prior to the proposed date of implementation. The City Representative may provide written comments to CONTRACTOR on such proposed change no later than ten (10) Work Days after receipt of the proposal from CONTRACTOR, and CONTRACTOR shall revise the routes to reflect such comments and return them to the City Representative within ten (10) Work Days of receipt of such comments, for CITY corroboration. CONTRACTOR shall not implement any route changes without the prior approval of the City Representative. If the approved route change will change the day on which either YT Collection Service or Residential Street Sweeping Service will occur, or will change the time of collection from morning to afternoon or vice versa, CONTRACTOR shall provide notice of route change, in a manner approved by the City Representative, to the affected Service Recipients, including the management of the affected Multi Family Dwelling Service Units and Mobile Home Park Service Units not less than thirty (30) Work days before the proposed date of implementation.

If the route change will change the collection day for a Service Unit, CONTRACTOR shall first coordinate the proposed change with other Recycle Plus service providers and submit to the CITY a transition plan for the route change, and provide a weekly status on the plan. Specifically, the plan must address how CONTRACTOR will resolve missed collections and respond to increase in calls from Service Recipients.

1 **8.3 Yard Trimmings Collection Route Audits.**

2 8.3.1 Collection Route Audits.

3 All collection routes shall be audited annually in a manner subject to
4 the approval of the City Representative. CONTRACTOR shall conduct an annual
5 route audit for each of CONTRACTOR's YT Collection Service routes. The route
6 audits shall be conducted once each calendar year during the term of this
7 Agreement, with each route and Service Unit being audited in a different quarter
8 each year so that all routes and Service Units are audited in each of the four (4)
9 quarters.

10 CONTRACTOR shall conduct audits of all routes served by one
11 collection vehicle on five (5) consecutive Work Days. Not later than sixty (60)
12 Work Days prior to the first route audit in each year, CONTRACTOR shall submit
13 to the City Representative a schedule of route audits to be conducted in that year
14 together with a description of the audit methodology.

15 CITY reserves the right to determine which routes will be audited in a
16 particular week and, if CITY exercises this right, shall notify CONTRACTOR of
17 the routes not less than three (3) Work Days in advance. CONTRACTOR shall
18 report audit findings in an electronic format within thirty (30) calendar days of the
19 audit and summarize the results in CONTRACTOR's quarterly reports.

20 Upon request by CONTRACTOR, CITY shall provide Service Unit data
21 from the Customer Service System within five (5) Work Days of the request. The
22 route audits associated with the data request shall be started within five (5) Work
23 Days of receiving Customer Service System data.

24 CITY reserves the right to request that CONTRACTOR defer the
25 annual collection route audit in exchange for devoting the same resources to an
26 alternative audit or other measure of program and performance at a time to be
27 determined by the City Representative.

28 8.3.2 Audit Information.

29 The route audits shall include the following information for each service
30 route:

31 Collection Route Information.

- 32 • The name(s), telephone number(s), and signature(s) of the persons
33 performing each route audit;
- 34 • The route number, the date of the audit, and the starting and ending
35 times of collection during the audit;
- 36 • A description of the route location, including the names of the
37 streets covered;
- 38 • The number of Service Units on the route;

- 1 • The number of Service Units participating on the date of the audit
2 and the number and type (cart or on-street) of collections;
- 3 • The number of Service Units that set out containerized overages
4 and the number of Service Units that set out overages on-street,
5 and the address of the Service Recipient where the overage was
6 located;
- 7 • The tonnage of Organic Waste delivered per vehicle trip and the
8 time of arrival and departure of each vehicle at the Compostable
9 Waste Processing Facility (“CWPF”) or Composting Facility per
10 vehicle trip and the time of arrival and departure of each vehicle at
11 the CWPF or Composting Facility;
- 12 • The number of collection vehicles used on the route by vehicle type
13 (e.g., rear loader truck, side-loader truck), the tare weight of each
14 vehicle, the weight of each vehicle each trip, the capacity of each
15 vehicle by weight and volume, and the number of trips made by
16 each vehicle to the CWPF, Composting Facility or Disposal Facility
17 as appropriate;

18 Service Unit Information.

- 19 • Customer Service System Identification Number;
- 20 • Service Unit Address;
- 21 • YT Cart size, quantity, and whether or not the cart(s) need
22 replacement or repair;
- 23 • Overflowing and/or Contaminated YT or YT Cart.

24 **8.4 Special Route Audits.**

25 CITY may request performance of special route audits in addition to the route
26 audits conducted pursuant to Section 8.3. Within fifteen (15) calendar days of receipt of
27 a written request for a special route audit, CONTRACTOR shall provide to the City
28 Representative a written cost proposal for performance of the special route audit. If the
29 City Representative accepts CONTRACTOR’s cost proposal, CONTRACTOR shall
30 conduct the special route audit and CITY shall compensate CONTRACTOR at the rate
31 described in CONTRACTOR’s cost proposal.

32 **8.5 Waste Characterization Study.**

33 CITY may require that a waste characterization study be undertaken by the
34 CONTRACTOR, or the CITY may elect to conduct the study. In the event the CITY
35 requests participation of the CONTRACTOR, CONTRACTOR shall within fifteen (15)
36 calendar days of receipt of a written request for a waste characterization study, provide
37 the City Representative a written cost proposal for performance of the waste
38 characterization study. If the City Representative accepts CONTRACTOR’s cost
39 proposal, CONTRACTOR shall participate in the waste characterization study to the

1 extent set forth in the approved study plan, and CITY shall compensate CONTRACTOR
2 at the rate described in the CONTRACTOR's cost proposal. In the event CITY elects to
3 conduct the waste characterization study itself, CONTRACTOR shall cooperate with the
4 CITY in conducting the study. Cooperation shall include, but not be limited to, providing
5 route and collection data to assist in the selection of the test samples, and coordinating
6 collection routes and activities so as not to interfere with the study.

7 **8.6 CITY-Conducted Collection Route Audits.**

8 CITY reserves the right to conduct audits of CONTRACTOR's YT Collection
9 Service route audits. CONTRACTOR shall cooperate with CITY in connection
10 therewith, including permitting CITY employees or agents, designated by the City
11 Representative, to ride in the collection vehicles during the conduct of audits.
12 CONTRACTOR shall have no responsibility or liability for the salary, wages, benefits or
13 Worker's Compensation claims of any person designated by the City Representative to
14 conduct such audits.

1 facilities unless the MFD RSW is handled in accordance with the sampling protocol set
2 out in Exhibit 8 (“MFD Residential Solid Waste Processing Plan”).

3 CONTRACTOR acknowledges that Processing some Recyclable Material may
4 not be profitable but CONTRACTOR shall Process all Recyclable Material to meet
5 industry standards.

6 **9.4 Processing of Single Family Dwelling Residential Solid Waste and Sweep** 7 **Waste.**

8 9.4.1 Single Family Dwelling Residential Solid Waste.

9 At CITY’s option beginning November 1, 2010, or thereafter,
10 CONTRACTOR shall Process 100-580 tons per day of RSW from Single Family
11 Dwelling (“SFD”) Service Units at the CWPF in accordance with the MFD RSW
12 Processing requirements set forth in Section 9.3 above and Exhibit 8 (“MFD
13 Residential Solid Waste Processing Plan”).

14 9.4.2 Sweep Waste.

15 Should CITY direct CONTRACTOR to Process more than 151 tons per
16 day of SFD RSW beginning July 1, 2013 or thereafter that CITY exercises this
17 volume of SFD RSW processing, CONTRACTOR shall Process Sweep Waste at
18 no additional cost to CITY.

19 CONTRACTOR shall deliver Sweep Waste to the approved
20 subcontractor Zanker Road Landfill to sort the material by screening out
21 materials larger than one half (1/2) inch. This material shall be delivered to the
22 Composting Facility for composting. CONTRACTOR shall dispose, or require its
23 subcontractors, to dispose of Residue under one half (1/2) inch at no cost to
24 CONTRACTOR.

25 **9.5 Processing of Neighborhood Clean-Up Material.**

26 CONTRACTOR shall deliver and Process all Neighborhood Clean-Up (“NCU”)
27 rubbish bins at the CWPF consistent with Section 9.3 “Processing of Recyclable
28 Material and Compostable Waste.”

29 **9.6 Processing of City Facility Material and Special Events or Projects.**

30 CONTRACTOR shall receive and Process all City Facility Solid Waste consistent
31 with Section 9.3 “Processing of Recyclable Material and Compostable Waste.”
32 CONTRACTOR shall deliver all source-separated Compostable Waste delivered to the
33 CWPF from special projects or events to the Composting Facility.

34 **9.7 Processing of Public Litter Container Material.**

35 CONTRACTOR shall transport and deliver all Public Litter Container (“PLC”)
36 Waste to the CWPF and process PLC Waste consistent with Section 9.3 and Exhibit 8
37 (“MFD Residential Solid Waste Processing Plan”).

1 CONTRACTOR is not required to perform a Composting Facility Audit (Post-
2 Processing Audit) as described in Exhibit 8 (“MFD Residential Solid Waste Processing
3 Plan”). Instead, the MFD Composting Facility Audit Residue rate shall be applied for the
4 overall Residue Rate Calculation.

5 **9.8 Approved Products.**

6 CONTRACTOR shall ensure that all Organic Waste collected pursuant to this
7 Agreement is processed only into the Approved Products listed in Exhibit 14 (“Approved
8 Products”). All expenses related to processing and marketing of Organic Waste shall be
9 the sole responsibility of CONTRACTOR.

10 9.8.1 Review of Approved Products.

11 CONTRACTOR may make written request to CITY’s Director of
12 Environmental Services (“Director”) to amend the list of Approved Products to
13 include other products identified by CONTRACTOR as meeting the criteria for
14 inclusion in the calculation of CITY’s landfill diversion rate under the State of
15 California requirements, California Public Resources Code (PRC) § 41780 et
16 seq. However, CONTRACTOR shall not Process, or allow processing of
17 Compostable Waste into any other products until the other products are first
18 approved by the Director in writing. It is expressly understood that the Director
19 may reject other products even if they meet the State requirements and that
20 nothing herein shall in any way be deemed to require the Director to approve any
21 other product as an Approved Product listed in Exhibit 14 (“Approved Products”).

22 9.8.2 Approved Products for CITY Use.

23 CONTRACTOR shall make available to CITY 2,000 Tons (based upon
24 an estimate of 740 tons in District A, 500 tons in District B and 760 tons in
25 District C) of Approved Products per year at no additional cost to CITY. CITY
26 shall select the types and quantities of Approved Products for CITY use.
27 CONTRACTOR shall ensure the Composting Facility is accessible to CITY
28 vehicles picking up CITY’s Approved Products and that the Approved Products
29 are loaded onto CITY vehicles during normal operating hours Monday through
30 Friday at no charge to CITY.

31 The City Representative shall notify CONTRACTOR as to CITY’s
32 needs for delivery of Approved Products throughout the agreement year.
33 CONTRACTOR shall deliver compost and wood chips to the City Facilities
34 identified by the City Representative at no additional cost to CITY. CITY shall not
35 sell Approved Products to any person or other entity without the express written
36 consent of CONTRACTOR.

37 9.8.3 Annual Reconciliation of Approved Products for CITY Use.

38 If upon the last day of the agreement year of any agreement year of
39 this Agreement, CONTRACTOR has not made available to CITY the amount of

1 the Approved Product required by Section 9.8.2, CITY shall be credited for the
2 amount not made available and this credit shall be carried over to the next
3 agreement year. If at the end of this Agreement, credit for Approved Products is
4 still due to CITY, the cost of these materials shall be deducted from
5 CONTRACTOR's June invoice.

6 The cost of these materials shall be based on the average rate being
7 charged by not less than three (3) California compost retailers for similar
8 materials, less ten percent (10%). Should the cost of materials exceed
9 CONTRACTOR's last payment, CITY shall bill CONTRACTOR for the amount
10 due and CONTRACTOR shall remit payment to CITY in full within forty-five (45)
11 days of receipt of the invoice.

12 9.8.4 Final Reconciliation.

13 CITY may elect to waive its option to utilize the full amount of Approved
14 Products during any agreement year of this Agreement. If within three (3)
15 months following the end of an agreement year CITY does not take delivery of
16 Approved Products made available by CONTRACTOR to CITY, CONTRACTOR's
17 obligation to deliver Approved Products for that agreement year shall be deemed
18 to be satisfied.

19 **9.9 Capacity and Reporting Requirement.**

20 CONTRACTOR shall ensure there is sufficient capacity at the CWPF and
21 Composting Facility to receive, process, and store until marketed all Organic Waste and
22 Recyclable Material collected by CONTRACTOR pursuant to this Agreement.
23 CONTRACTOR shall maintain procedures, records and internal controls to record
24 weights of incoming material before Organic Waste collected pursuant to this
25 Agreement is commingled with YT or Compostable Waste from any other source, to
26 preclude the commingling of Recyclable Material delivered pursuant to this Agreement
27 with any and all other materials delivered to the CWPF, and to ensure complete,
28 accurate and timely recording and reporting of Organic Waste and Recyclable Material
29 processing. At a minimum, CONTRACTOR shall perform or shall cause to be
30 performed, all of the following:

31 9.9.1 All Organic Waste shall be weighed upon initial delivery to the CWPF
32 and all weight (gross and tare) and related delivery information,
33 including date, time, material type, route and truck number, shall be
34 recorded and reported to the CITY as specified in Exhibit 10 ("Data and
35 Reporting Requirements") of this Agreement.

36 9.9.2 All Organic Waste shall be weighed upon delivery to the Composting
37 Facility and all weight (gross and tare) and related delivery information,
38 including date, time, material type, route and truck number, shall be
39 recorded and reported to the CITY as specified in Exhibit 10.

- 1 9.9.3 All Organic Waste that is processed into Approved Products shall be
2 weighed at the time of shipment from the Composting Facility and the
3 weights shall be recorded and reported to the CITY as specified in
4 Exhibit 10.
- 5 9.9.4 The weights of all materials received the weights of all materials
6 Processed, the weights of all Approved Products sold, and the weights
7 of all materials disposed as Residue shall be reconciled on a weekly
8 basis.
- 9 9.9.5 All processed Recyclable Material shall be weighed after baling,
10 containerizing or other processing at the time of shipment from the
11 CWPF and the weights shall be recorded and reported to the CITY as
12 specified in Exhibit 10;
- 13 9.9.6 Each bale shall be tagged with a bale tag that contains at a minimum:
14 a non-repeating identification number and material type.
- 15 9.9.7 All scales shall be registered with the County Department of Weights
16 and Measures and shall be regularly maintained to ensure their
17 reliability and continued functioning. Current certificates of registration,
18 inspection reports and all maintenance records shall be made available
19 for review by CITY upon receipt of written request from the City
20 Representative. Scales shall be operated in the same manner as
21 required by State weigh master regulations.

22 **9.10 Disposition of Residue.**

23 CONTRACTOR shall properly dispose at the Disposal Facility any and all
24 Residue remaining from the processing of materials as set forth in Article 14
25 (“Disposal”).

26 **9.11 Alternate Facility.**

27 CONTRACTOR shall secure processing capacity at an alternative facility,
28 approved by the City Representative when the CWPF or Composting Facility is closed
29 because of the order of a regulatory agency having jurisdiction over the CWPF or
30 Composting Facility, or the CWPF or Composting Facility is unable to process Organic
31 Waste in accordance with the requirements of this Agreement.

32 **9.12 Direction of Material to Alternate Facility.**

33 CITY may direct CONTRACTOR to haul and deliver up to a maximum of 6,000
34 tons per year of any combination of unders, ground overs, or the pre-processed
35 organics fraction of Organic Waste to a facility within San José that is designated by the
36 City to conduct pilot test programs related to conversion technologies. These tons shall
37 be reported to the CITY and count towards CONTRACTOR’s diversion rate and
38 compost requirements, per Section 9.2.1 “Compost Requirements.”

1 **9.13 E-Waste Processing.**

2 CONTRACTOR shall cause the E-Waste to be processed with a person or entity
3 in compliance with the Basel Action Network e-Stewardship Standard or another
4 comparable standard approved by the CITY.

5 **9.14 Items Containing Freon.**

6 In the event CONTRACTOR receives items containing freon, CONTRACTOR
7 shall handle such items in a manner such that the items are not subject to regulation as
8 Hazardous Waste under applicable State and federal laws or regulations.

9 **9.15 Use as Alternative Daily Cover.**

10 CONTRACTOR shall ensure that the material collected pursuant to this
11 Agreement is not disposed of in a landfill nor utilized as alternative daily cover (“ADC”)
12 at a landfill or other landfill application without prior written approval of the CITY’s
13 Director of Environmental Services.

14 **9.16 Transformation of Recyclable Material.**

15 CONTRACTOR acknowledges that the California Integrated Waste Management
16 Act requires solid waste diversion from landfill disposal and that transformation, as
17 defined in Public Resources Code Section 40201, is not an acceptable method for
18 meeting said diversion requirements. CONTRACTOR shall not Process by means of
19 transformation any Recyclable Material collected under this Agreement, nor shall
20 CONTRACTOR ship, transport, deliver or otherwise make available any such
21 Recyclable Material to any person for the purpose of transformation, without the
22 express prior written authorization of CITY’s Director of Environmental Services. This
23 restriction shall remain in force regardless of any change in the definition of
24 transformation or in the ability of CITY to count transformation as diversion under State
25 law.

1 **ARTICLE 10. NEIGHBORHOOD CLEAN-UP SERVICES**

2 **10.1 Single Family Dwelling Neighborhood Clean-Up Services.**

3 10.1.1 Level of Service.

4 CONTRACTOR shall provide a level of service which would serve
5 every San Jose neighborhood on a three-year cycle. One event will occur on
6 each Saturday up to a maximum of twenty-five (25) Saturdays each Fiscal Year
7 in the combined Service Districts A and C. CONTRACTOR shall ensure flexibility
8 in providing Single Family Dwelling (“SFD”) Neighborhood Clean-Up (“NCU”)
9 Service between hauler District lines which may include providing service to
10 specific neighborhoods with boundaries that cross District lines.

11 CONTRACTOR shall have sufficient inventory of bins to provide up to
12 fifty (50) bins and two (2) flat-bed vehicle for each event.

13 CITY reserves the discretion to require CONTRACTOR to increase the
14 level of service to a two-year or one-year cycle. CITY shall provide
15 CONTRACTOR notice ninety (90) days prior to the change in level of service.

- 16 • Level of service that would serve every San Jose neighborhood on
17 a two-year cycle. One event will occur on each Saturday up to a
18 maximum of twenty-five (25) Saturdays each Fiscal Year in the
19 combined Service Districts A and C. CONTRACTOR shall have
20 sufficient inventory of bins to provide up to a maximum of eighty-
21 eight (88) bins and three (3) flat-bed vehicles at each event; or
- 22 • Level of service that would serve every San Jose neighborhood on
23 a one-year cycle. One event will occur on each Saturday up to a
24 maximum of thirty-one (31) Saturdays each Fiscal Year in the
25 combined Service Districts A and C. CONTRACTOR shall have
26 sufficient inventory of bins to provide up to a maximum of one-
27 hundred and thirty-six (136) bins and five (5) flat-bed vehicles at
28 each event. The cost per container shall be the same as the cost
29 per bin for the two-year cycle.

30 10.1.2 Schedule of Service.

31 The City Representative shall establish the schedule of collection and
32 notify CONTRACTOR in writing not less than thirty (30) calendar days prior to the
33 date of the service. The notice to CONTRACTOR shall specify the date of
34 delivery and collection of the Roll-Off Containers, the location(s) for delivery, and
35 the number and size of the Roll-Off Containers to be delivered; provided,
36 however, that the City Representative may request reasonable changes in the
37 number or size of Roll-Off Containers up to and including the day of the clean-up

1 event. Each clean-up event shall consist of a single collection day beginning at
2 6:00 a.m. and ending at 6:00 p.m.

3 10.1.3 Provision of Containers.

4 CONTRACTOR shall, in response to the written request of the City
5 Representative, deliver and collect 40 cubic-yard Roll-Off Containers for use in
6 residential neighborhood clean-up programs. At the request of the City
7 Representative, CONTRACTOR shall also deliver and collect 10-cubic yard
8 containers for separate collection of rocks, bricks, paving stones, wood or
9 plastics.

10 10.1.4 E-Waste Collection and Processing.

11 CONTRACTOR shall provide a minimum of one flatbed vehicle for the
12 collection of cathode ray tubes (CRTs) at each clean-up event. CONTRACTOR
13 shall package the CRTs on-site and transport the CRTs separately from other
14 materials to an appropriate site for disposal or recycling. As part of this service,
15 CONTRACTOR shall provide on-site supervision at all times the CRT flatbed
16 vehicle is available for SFD Neighborhood Clean-Up Services.

17 CONTRACTOR shall cause the E-Waste to be processed with a
18 person or entity in compliance with the Basel Action Network e-Stewardship
19 Standard or another comparable standard approved by the CITY.

20 10.1.5 Items Containing Freon.

21 In the event CONTRACTOR collects items containing freon,
22 CONTRACTOR shall handle such items in a manner such that the items are not
23 subject to regulation as Hazardous Waste under applicable State and federal
24 laws or regulations.

25 10.1.6 Compliance with Laws.

26 CONTRACTOR shall be solely responsible for obtaining any and all
27 permits necessary for the collection and/or transportation of materials accepted in
28 the performance of SFD NCU Services.

29 10.1.7 Co-Location with Alternate Collection Vehicle or Container.

30 CITY may request CONTRACTOR's cooperation in co-locating with
31 another organization at a Residential NCU Service event. Such organization
32 must first be approved by CITY pursuant to a protocol mutually agreed upon by
33 the City Representative and CONTRACTOR.

34 10.1.8 Exceptions to Service Requirement.

35 CONTRACTOR shall have no obligation to accept any of the following
36 materials at a clean-up event: Hazardous Waste, automobile parts that are not
37 drained of fluids, motorcycles, tanks or cylinders (propane, butane) that have not

1 been cut into at least two pieces. In the event any of these materials are brought
2 to a clean-up event, CONTRACTOR shall notify the person bringing the materials
3 that such materials are not accepted. CONTRACTOR shall notify the City
4 Representative before the end of the clean-up event if the person bringing such
5 materials refuses to remove them or if CONTRACTOR discovers that such
6 materials have been dropped off at the event.

7 10.1.9 Disposition of Collected Material.

8 At such time as the Roll-Off Container is full, but not later than the end
9 of the SFD NCU Service day, CONTRACTOR shall transport and deliver the
10 collected materials to the Compostable Waste Processing Facility ("CWPF") or
11 such other facility as is appropriate for the disposition of the materials and is
12 approved by the City Representative. CONTRACTOR shall keep NCU waste
13 completely separate from other incoming waste at the CWPF.

14 CITY's Code Enforcement Division shall issue the following forms at
15 NCU events: one (1) Diversion Load Authorization ("DLA") form per Residential
16 NCU bin or one (1) City Waste Disposal Authorization ("CWDA") voucher per
17 Targeted Clean-Up ("TCU") bin. CONTRACTOR shall provide a photocopy of
18 each DLA form to CITY to verify payment for the number of bins ordered.
19 Samples of these forms are available in Exhibit 18 ("Diversion and Disposal
20 Authorization Forms for NCUs").

21 10.1.10 Compensation.

22 CONTRACTOR shall be compensated for providing SFD NCU
23 Services in accordance with the "Neighborhood Clean-Up Service" service rates
24 as set forth in Exhibit 1 ("Compensation"), as adjusted under the terms of this
25 Agreement.

26 **10.2 Targeted Clean-Up Service.**

27 10.2.1 Level of Service.

28 CONTRACTOR shall, at the request of the City Representative,
29 provide a maximum of fifty (50) bins during each agreement year for use for TCU
30 event of designated public or private property conducted by the CITY's Code
31 Enforcement Division. These fifty (50) targeted bins shall be at no cost to CITY.

32 10.2.2 Schedule of Service.

33 Each TCU event shall consist of a single collection day, Monday
34 through Saturday, beginning at 8:00 a.m. and ending no later than 6:00 p.m.
35 Next day collection may be requested or approved by the City Representative.
36 The City Representative shall provide written notification to CONTRACTOR not
37 less than seven (7) calendar days prior to the date of the service specifying the
38 date of delivery and collection of the Roll-Off Containers, the location(s) for

RD:RLT

4/28/11

- 1 delivery, and the number and size of the Roll-Off Containers to be delivered;
- 2 provided, however, that the City Representative may request reasonable
- 3 changes in the number or size of Roll-Off Containers up to and including the day
- 4 of the clean-up event.

ARTICLE 11. PUBLIC LITTER CONTAINER SERVICES

11.1 General Provisions.

The CITY's Public Litter Container ("PLC") program is administered for pedestrian use throughout the city.

11.1.1 Frequency.

Collection schedules vary depending upon location and are currently performed Monday through Saturday. Most PLCs in the Downtown and in some other very heavily trafficked areas are collected 6 days a week (Monday-Saturday), some are on 2-, 3-, 4-, or 5-day schedules, and remote residential areas are generally one day per week. Actual frequency of pick up may be adjusted over the length of the Agreement as studies and evaluations of use are conducted.

11.1.2 Container Specifications.

The CITY will install PLCs with a mix of manufacturer brands or models as referenced below. If the CITY wishes to add additional PLCs that are not consistent with the models referenced below, CITY will notify CONTRACTOR of its interest and CONTRACTOR shall respond within two weeks whether or not the PLC is appropriate for collection and must agree to these models in advance.

Existing styles include:

- Generally 27-35 gallon liners, but may be up to 60 gallons;
- May have top loading units, side doors, and rain shedding tops;
- Blue cylindrical steel can with stainless steel lids, used in the Downtown and in some redevelopment areas;
- Square concrete module in most neighborhood business districts and outlying areas, such as bus stops in residential areas;
- Stand-alone recycling modules, on the two blocks of 5th Street on either side of City Hall;
- Other module styles are in limited use at various locations, including San Pedro Square, the Willow Glen Business District between Coe and Minnesota Avenues, and in the Julian/St. John and 13th St. Neighborhood Business Districts;
- Container brands including McClintock, Dumoor, Hanson, Webcoat, and Chase.

11.1.3 Container Placement.

Additional containers shall be installed by CITY at a distance not to exceed one half (1/2) mile from containers already in service. Consideration for

1 new container placement shall include pedestrian traffic, amount of litter, ease of
2 collection and proximity to other publicly accessible receptacles. These
3 containers shall be collected by CONTRACTOR on the same collection day(s) as
4 containers in the surrounding area.

5 11.1.4 Modification of Service.

6 Within five (5) Work Days of written, e-mail, or telephone notification by
7 the City Representative of a new or discontinued service location or a change in
8 collection day(s) and/or frequency of collection, CONTRACTOR shall begin,
9 terminate, or modify collection services at the PLC as specified in the City
10 Representative's notice.

11 11.1.5 Manner of Collection.

12 CONTRACTOR shall collect solid waste from PLCs on such day(s) and
13 at such frequencies as are specified by the City Representative. Services shall
14 be made available on a Monday through Saturday basis including all holidays.
15 The days and frequencies of service for each PLC shall remain in effect
16 throughout the term of this Agreement unless the City Representative specifies
17 other days or frequencies for a specific PLC. Route patterns are at
18 CONTRACTOR's discretion.

19 11.1.6 Additional Collections.

20 CONTRACTOR shall provide extra pick-up collection services for a
21 PLC no later than 7:00 a.m. on the next business day following notification by the
22 City Representative that extra pickup services are needed at a PLC. A Business
23 day is defined as any day Monday through Sunday.

24 11.1.7 Hours of Collection.

25 The CITY's preferred hours of collection shall be 12 a.m. – 11 a.m.
26 PLC collection may occur 24 hours a day, seven days a week, with the following
27 exceptions: Except as provided in this section, no solid waste may be collected
28 from any PLC adjacent to residential premises except between the hours of 6:00
29 a.m. and 6:00 p.m. (SJMC 9.10.1430).

30 11.1.8 Call Backs and Administrative Charges.

31 PLCs shall be serviced and collected according to schedule. Service
32 is defined as emptied and reported according to this agreement. Collected is
33 defined as the complete removal of all refuse and overflow for each PLC
34 regardless of the amount within.

35 Whenever in the opinion of the City Representative, a PLC is
36 inadequately serviced and/or collected, the contractor shall be called back to re-
37 service the PLC.

1 CITY and CONTRACTOR agree that since it will be impractical or
2 extremely difficult to determine the damages that will result to CITY from call
3 backs, CONTRACTOR agrees that the amount of \$100 dollars for each call back
4 for any PLC that must be serviced by City staff or other City contractors shall be
5 due as an administrative charge which shall be in addition to the immediate
6 resolution of the substandard service.

7 **11.2 Public Litter Container Collection Service.**

8 11.2.1 Conditions of Service.

9 Collection shall include the complete removal of waste regardless of
10 the amount therein and any accumulation between the liner and module or on top
11 of the module.

12 11.2.2 Non-Collection.

13 In the event CONTRACTOR cannot perform collection because the
14 container is not accessible, contains Exempt Waste, or for any other reason
15 beyond CONTRACTOR's control, CONTRACTOR shall notify the City
16 Representative prior to the close of business on the scheduled collection day,
17 and shall perform the collection service on the next business day after the
18 scheduled collection day unless an alternative collection schedule is approved by
19 the City Representative.

20 11.2.3 Reporting of Problems and Non-Collection.

21 CONTRACTOR shall on a daily basis report all situations that prevent
22 or hinder collection; all instances of non-collection and the reason for the non-
23 collection; and instances of illegally dumped waste including excess or heavy
24 material. Except as otherwise provided in this Agreement, to the extent possible,
25 CONTRACTOR shall make such reports by the end of the business day in which
26 the event occurred; where it is not possible to make such reports by the end of
27 the business day, CONTRACTOR shall report such events no later than the end
28 of the next business day.

29 11.2.4 Overages.

30 In the event of an overflow, collection shall include clean-up of the area
31 surrounding and on top of the PLC caused as a result off the overflow. Collection
32 shall include picking-up litter and illegally dumped waste including excess or
33 heavy material.

34 **11.3 Supplemental Services.**

35 11.3.1 Sunday PLC Service.

36 CONTRACTOR shall provide service on Sunday in those areas
37 specified in the schedule or on-call provided by the City Representative. The
38 CITY may increase or decrease the number of PLCs requiring Sunday service as

1 needed to accommodate seasonal fluctuations or future high traffic areas.
2 Compensation for Sunday service shall be the same as regular collection.

3 11.3.2 Additional Afternoon Pick Up.

4 CONTRACTOR shall service PLCs located in the Central Business
5 District and other business districts as specified in the early morning by 6:00 a.m.
6 and/or in the afternoon between 2:00 p.m. and 5:00 p.m. for a maximum of two
7 collections per day. Additional afternoon pickups can be scheduled or on-call for
8 any day of the week. Compensation for afternoon pickup service shall be the
9 same as regular collection.

10 11.3.3 Integrated Recycling PLC.

11 CONTRACTOR shall collect materials from the integrated tops as
12 specified by the City Representative. CONTRACTOR may drop the contents into
13 the PLC for collection and Processing.

14 **11.4 Disposition of Public Litter Container Waste.**

15 CONTRACTOR shall transport and deliver all PLC waste collected as a result of
16 performing PLC Services in accordance with Article 9 ("Recyclable Material and
17 Compostable Waste Processing").

18 **11.5 Provision, Maintenance, and Ownership of Public Litter Containers.**

19 11.5.1 Purchase and Maintenance of Public Litter Containers.

20 Purchase, placement, and maintenance of PLCs are at the sole cost
21 and expense of CITY.

22 11.5.2 Ownership of Public Litter Containers.

23 All PLCs as of the effective date of this Agreement and all PLCs
24 purchased by CITY during the term of this Agreement shall be the property of
25 CITY.

ARTICLE 12. ADDITIONAL SERVICES

12.1 Public Education and Outreach Program.

CONTRACTOR, at its own expense, shall prepare, submit and implement an annual Public Education and Outreach Program ("PEOP") that is in addition to CITY's PEOP. CONTRACTOR shall submit the proposed PEOP, including a budget for each component, annually for CITY approval no later than September 30 for the next calendar year. The PEOP must include a minimum of four (4) public education campaigns per calendar year, designed to increase diversion and resident participation, and a budget for each component. Campaigns should target "problem" areas of CONTRACTOR's Service District where improvements can be maximized. Targets of outreach should be based on local trends and patterns based on information obtained by both CITY and CONTRACTOR staff. Required elements of the annual PEOP are listed in Exhibit 11 ("Outreach") to this Agreement. All public education and outreach material must be approved by the City Representative prior to distribution.

CONTRACTOR shall include in its quarterly report to the CITY a summary of outreach activities that have taken place during the preceding quarter, the cost of those activities, and activities that are planned for the upcoming quarter. Invoices for all outreach and public education activities of the preceding quarter that were performed by persons other than CONTRACTOR's employees shall be included as part of the report.

12.2 Annual Street Sweeping Calendars.

Each calendar year during the term of this Agreement, CITY shall publish and CONTRACTOR shall distribute, or contribute proportionately to the payment for the distribution cost of, annual Sweeping Calendars to each Service Unit adjacent to streets being swept in the Residential Street Sweeping ("RSS") Service program. This mailing shall be provided in English, Spanish, Vietnamese, and other languages as reasonably directed by the City Representative and shall describe the program, inform each Service Recipient of the sweep day(s) for the upcoming year, and provide CITY's customer service phone number. The calendar shall be distributed no later than November 1 of each calendar year.

12.3 Targeted Outreach.

Up to two (2) times per month, CONTRACTOR shall distribute additional flyers and door hangers in neighborhoods where parked cars severely hamper sweeping efforts and such other areas as may be designated by the City Representative. CONTRACTOR will also have available any other information in connection with the Recycle Plus Program as required by CITY for public distribution.

12.4 Alternative Material.

CITY may request that CONTRACTOR produce and distribute alternative outreach material to the annual street sweeping calendar and/or targeted outreach

1 provided the cost of production and distribution does not exceed the cost of the annual
2 street sweeping calendar and targeted outreach required above.

3 **12.5 News Media Relations.**

4 CONTRACTOR shall notify the City Representative by phone or electronic mail
5 of all requests for news media interviews related to the Recycle Plus Program within
6 twenty-four (24) hours of CONTRACTOR's receipt of the request. Before responding to
7 any inquiries involving Recycle Plus-related issues or any issues likely to affect
8 participation or Service Recipient perception of services, CONTRACTOR will discuss
9 CONTRACTOR's proposed response with the City Representative.

10 Copies of draft news releases or proposed trade journal articles shall be
11 submitted to the City Representative for prior review and approval at least five (5) Work
12 Days in advance of release, except where CONTRACTOR is required by any law or
13 regulation to submit materials to any regulatory agency in a shorter period of time, in
14 which case CONTRACTOR shall submit such materials to the City Representative
15 simultaneously with CONTRACTOR's submittal to such regulatory agency.

16 Copies of articles resulting from media interviews or news releases related to
17 CONTRACTOR's providing services under this Agreement shall be provided to the City
18 Representative within five (5) Work Days after publication.

19 **12.6 Pilot Programs.**

20 12.6.1 Residential Service.

21 CITY may request CONTRACTOR to conduct pilot test programs that
22 temporarily change the collection method, the type of service, or the service
23 schedule for a portion of the Service Units in CONTRACTOR's Service Districts.
24 A pilot test program shall be limited to no more than ten percent (10%) of the
25 Service Units in the Service Districts and to a term of no more than eighteen (18)
26 months unless otherwise specifically agreed by CONTRACTOR and CITY's
27 Director of Environmental Services.

28 12.6.2 Neighborhood Clean-Up.

29 CITY may request CONTRACTOR to conduct Neighborhood Clean-Up
30 Service pilot test programs that temporarily change the collection method to no
31 more than ten percent (10%) of bins at any event or 10% of bins at all events for
32 a term of no more than twelve (12) months unless otherwise specifically agreed
33 by CONTRACTOR and CITY's Director of Environmental Services.

34 12.6.3 Public Litter Containers.

35 CITY may conduct or request CONTRACTOR to conduct pilot test
36 programs that temporarily change the collection method, processing method, or
37 the service schedule for a portion of the Public Litter Containers in
38 CONTRACTOR's Service or Business Districts.

1 12.6.4 Recordkeeping.

2 CONTRACTOR shall perform any additional record keeping required
3 by a pilot test program. If CONTRACTOR agrees to perform a pilot test program,
4 CONTRACTOR and CITY's Director of Environmental Services shall execute a
5 letter agreement prior to the start of the pilot test program. The letter agreement
6 shall set forth the terms of the pilot test program including program costs,
7 program operating parameters, and program duration.

8 12.6.5 Letter Agreement.

9 If a pilot test program affects the cost of providing Collection Services,
10 the program costs set forth in the letter agreement may include an adjustment to
11 the monthly payments otherwise payable to CONTRACTOR under this
12 Agreement to reflect the benefits and/or burdens of the pilot test program. The
13 adjustment shall be set so as to capture any increase or decrease in
14 CONTRACTOR's direct operating costs resulting from the pilot test program.
15 "Direct operating costs" include planning costs; labor expense, including
16 supervision (wages employment taxes, and fringe benefits); materials, supplies
17 and fuel; and amortized costs of new equipment purchased or equipment
18 modified for the pilot test program. Any increases in direct operating costs must
19 be established by CONTRACTOR and must be capable of verification by an
20 independent auditor.

21 **12.7 Street Sweeping.**

22 If during the term of this Agreement, circumstances exist which require work
23 associated with the RSS Service program that are not specifically provided for in this
24 Agreement, the City Representative may require CONTRACTOR to perform such other
25 associated work ("OAW"). When CONTRACTOR performs OAW, the labor, materials,
26 and equipment used in the performance of such work shall be subject to the prior
27 written approval of the City Representative. Examples of OAW that CONTRACTOR
28 may be required to perform include:

- 29 • Performance of special sweeps
- 30 • Flood clean-up
- 31 • Street sanitation for parades and celebrations
- 32 • Neighborhood clean-up activities
- 33 • Any contingency where sweeper and supporting sweeper equipment could
34 assist in a particular instance.

35 CONTRACTOR will be compensated for the performance of OAW based on the
36 rates set forth in Exhibit 1 ("Compensation") provided that CONTRACTOR has first
37 secured written authorization and approval from the City Representative to perform the
38 work.

1 **12.8 Other Programs and Services.**

2 CONTRACTOR shall provide other services and programs related to the Recycle
3 Plus Program as requested by CITY at a price to be mutually agreed upon between
4 CONTRACTOR and the Director of Environmental Services. In the event
5 CONTRACTOR and the Director cannot reach a mutually agreed upon price for the
6 requested service or program within sixty (60) calendar days of CITY's request, CITY
7 shall have the right to procure the service of other vendors or contractors to provide the
8 requested service.

9 **12.9 Natural Disaster.**

10 In the event of a tornado, major storm, earthquake, fire, natural disaster, or other
11 such event, the City Representative may grant CONTRACTOR a variance from regular
12 routes and schedules. As soon as practicable after such event, CONTRACTOR shall
13 advise the City Representative when it is anticipated that normal routes and schedules
14 can be resumed. The City Representative shall make an effort through the local news
15 media to inform the public when regular services may be resumed. Clean-up from
16 some events may require that CONTRACTOR hire additional equipment, employ
17 additional personnel, or work existing personnel on overtime hours to clean debris
18 resulting from the event. CONTRACTOR shall receive additional compensation, above
19 the normal compensation contained in this Agreement, to cover the costs of rental
20 equipment, additional personnel, overtime hours and other documented expenses
21 based on the rates set forth in Exhibit 1 ("Compensation") to this Agreement, provided
22 CONTRACTOR has first secured written authorization and approval from the City
23 Representative.

24 **12.10 Emergency Collection Services.**

25 CONTRACTOR may be required to provide Collection Services on an emergency
26 services basis. If CITY requires CONTRACTOR to provide such emergency services,
27 CONTRACTOR shall be compensated for such services at the service rates set forth on
28 Exhibit 1 ("Compensation") to this Agreement.

ARTICLE 13. PERSONNEL, EQUIPMENT, AND FACILITIES

13.1 CONTRACTOR's Personnel Requirements.

CONTRACTOR shall employ and assign qualified personnel to perform all services set forth herein. CONTRACTOR shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

- CITY may request the transfer of any employee of CONTRACTOR who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his or her duties.
- CONTRACTOR shall require its field operations personnel to wear a clean uniform shirt bearing CONTRACTOR's name. CONTRACTOR's employees, who normally come into direct contact with the public, including drivers, shall bear some means of individual photographic identification such as a name tag or identification card.
- Each driver of a collection vehicle shall at all times carry a valid California driver's license and all other required licenses for the type of vehicle that is being operated.
- Each driver of a collection vehicle shall at all times comply with all applicable local, state and federal laws, regulations and requirements.
- CONTRACTOR's employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees of CITY.
- Drivers collecting Public Litter Containers under this contract must carry a cell phone while performing collection services in order to report emergencies and to allow the City Representative to contact them regarding service or inspections.

13.2 Equipment Specifications.

13.2.1 Collection Equipment.

All collection equipment used by CONTRACTOR in the performance of services under this Agreement shall be of high quality.

13.2.2 Vehicle Useful Life.

CONTRACTOR shall not use any collection vehicle that is more than six (6) years old or has more than 250,000 miles unless such vehicle is a Rebuilt Vehicle, without written approval of the City Representative provided CONTRACTOR can first demonstrate that the vehicle is in good working order. The limitations in this provision do not apply to CONTRACTOR's tractor loaders.

1 **13.3 Collection Vehicles.**

2 13.3.1 Vehicle Specification.

3 The vehicles shall be designed and operated so as to prevent collected
4 materials from escaping from the vehicles. Hoppers shall be closed on top and
5 on all sides with screening material to prevent collected materials from leaking,
6 blowing or falling from the vehicles. All trucks and containers shall be watertight
7 and shall be operated so that liquids do not spill during collection or in transit.

8 13.3.2 Clean Air Vehicles.

9 CONTRACTOR shall provide its Collection Service vehicles to be in full
10 compliance with local, State and federal clean air requirements including, but not
11 limited to, the California Air Resources Board Heavy Duty Engine Standards as
12 currently proposed to be contained in CCR Title 13, Section 2021 et seq; the
13 Federal Environmental Protection Agency's Highway Diesel Fuel Sulfur
14 regulations and any other applicable air pollution control laws.

15 13.3.3 Alternative Fuel Vehicles.

16 All CONTRACTOR's collection vehicles shall use an equivalent of not
17 less than ULS-B20 biodiesel, in a blend consistent with EPA and Department of
18 Energy standards for alternative fuel, or an equivalent mutually agreed upon
19 alternative fuel (including, but not limited to compressed natural gas ("CNG")). All
20 vehicles in District C as of the effective date of this Agreement, and any tractors
21 purchased by CONTRACTOR, regardless of District, may use a biodiesel blend
22 other than ULS-B20 in order to comply with applicable clean air regulations or
23 manufacturer's warranties. CONTRACTOR shall notify the City Representative
24 immediately in the event non-alternative fuel is used in any of its collection
25 vehicles.

26 CONTRACTOR agrees to a replacement of their existing biodiesel
27 powered collection fleet to CNG when the existing biodiesel powered collection
28 vehicles are no longer in good working order and require replacement.
29 CONTRACTOR commits to replacements with CNG to the extent CNG vehicles
30 are available for the applications needed. In cases where a CNG option is not
31 available (i.e., tractor loaders or sweepers), CONTRACTOR shall continue to use
32 biodiesel. CONTRACTOR must demonstrate that the non-replaced vehicles are
33 in good working order.

34 Should the CITY exercise the option for citywide containerized Yard
35 Trimmings ("YT") Collection Service, CONTRACTOR shall purchase thirty-five
36 (35) new CNG automated trucks and retain two (2) of the current fleet automated
37 trucks as back-up vehicles.

1 CONTRACTOR may use the existing rear loaders and tractors that are
2 in good condition for the once monthly On-Street YT Collection Service, and shall
3 replace these vehicles as needed.

4 13.3.4 Cooperation and Testing.

5 The parties agree to cooperate in seeking grant opportunities for
6 alternative fuel vehicle conversion, facility installations, or deployment of new
7 vehicle technologies. Cooperation may extend to assistance in the preparation
8 and submission of grant requests.

9 CITY may also request that CONTRACTOR participate in testing the
10 use of alternative fuel vehicles and other new vehicle technologies as part of
11 CONTRACTOR's Collection Services. This would include the testing of various
12 blends of biodiesel such as ULS-B50, ULS-B99, and CNG, as set forth in Exhibit
13 12 ("Alternative Fuel Vehicle Conversion Plan and Timeline"). Where vehicle
14 testing involves the use of existing vehicles providing Collection Services under
15 this Agreement, the existing vehicles must be in good working order. Testing of
16 alternative fuels in existing vehicles shall not be required if such testing voids a
17 manufacturer's warranty. CONTRACTOR shall report the results of the testing in
18 CONTRACTOR's Quarterly Report to the CITY.

19 13.3.5 Lubricants.

20 Except as approved in writing by CITY's Director of Environmental
21 Services on an individual vehicle basis, CONTRACTOR shall utilize re-refined
22 motor oil and re-refined hydraulic oil in all vehicles used by CONTRACTOR in the
23 performance of this Agreement, to the extent that such re-refined lubricants are
24 available and do not void a manufacturer's warranty.

25 13.3.6 Registration, Licensing and Inspection.

26 All vehicles used by CONTRACTOR in the performance of services
27 under this Agreement shall be in compliance with all registration, licensing and
28 inspection requirements of the California Highway Patrol, the California
29 Department of Motor Vehicles, and any other applicable laws or regulations.
30 CONTRACTOR shall maintain copies of all certificates and reports evidencing
31 compliance, and shall make such certificates and reports available for inspection
32 upon request by the City Representative CONTRACTOR shall not use any
33 vehicle to perform Collection Services that is not in compliance with applicable
34 registration, licensing and inspection requirements.

35 13.3.7 Street Sweeping Equipment.

36 CONTRACTOR shall maintain, at all times, sufficient street sweepers
37 such that no sweeper is ever assigned to more than one (1) sweep route on any
38 Work Day.

1 13.3.8 Safety Markings and Devices.

2 All equipment used by CONTRACTOR in the performance of this
3 Agreement shall have appropriate safety markings including, but not limited to,
4 highway lighting, flashing and warning lights, and clearance lights. All such
5 safety markings and devices shall be in accordance with the requirements of the
6 California Vehicle Code, as may be amended from time to time, and shall be
7 subject to the approval of the City Representative.

8 13.3.9 Vehicle Signage and Painting.

9 All YT collection and Residential Street Sweeping (“RSS”) Service
10 vehicles shall be painted and numbered consecutively without repetition and
11 shall have CONTRACTOR's name, customer service telephone number as
12 provided to CONTRACTOR by the City Representative, and the number of the
13 vehicle painted in letters of contrasting color, at least four (4) inches high, on
14 each side and on the rear of each vehicle. CITY may specify the format of the
15 alpha-numeric numbering sequence to be used, so that all vehicles in use by all
16 persons performing the types of services contemplated by this Agreement have a
17 unique identifier. No advertising shall be permitted other than the name of
18 CONTRACTOR except promotional advertisement of services covered under this
19 agreement. Collection vehicles and sweepers shall be painted in
20 CONTRACTOR's primary corporate colors. CONTRACTOR shall repaint all
21 collection vehicles and sweepers (including the vehicles' striping) during the term
22 of this Agreement on a frequency as necessary to maintain a positive public
23 image as reasonably determined by the City Representative, but not less often
24 than every thirty (30) months beginning July 1, 2010.

25 YT collection vehicles and sweepers shall be identified as City of San
26 José Recycle Plus collection vehicles through the use of interchangeable signs.
27 These signs will contain Recycle Plus related announcements in English,
28 Spanish, Vietnamese, or other languages as directed by the City Representative.
29 CONTRACTOR shall equip both sides of its vehicles, other than claw equipment
30 or bucket loaders, with frames capable of securing signs of dimensions 29-3/16”
31 high by 93-3/16” wide or other dimensions designated by the City
32 Representative. CITY shall provide such signs to CONTRACTOR with a
33 minimum of one (1) week's notice prior to design changes. CONTRACTOR shall
34 install the signs in the frames. CITY shall not require sign changes more
35 frequently than once every quarter.

36 13.3.10 Collection Vehicle Noise Level.

37 The noise level generated by collection vehicles using compaction
38 mechanisms during the compaction process shall not exceed seventy-five (75)
39 decibels at a distance of twenty-five (25) feet from the collection vehicle
40 measured at an elevation of five (5) feet above ground level using the “A” scale

1 of the standard sound level meter at slow response. CONTRACTOR shall cause
2 each collection vehicle to be tested not less than once every three (3) years
3 during the months of March and April. CONTRACTOR shall maintain copies of
4 all certificates of testing showing the results of the vehicle testing and shall make
5 such certificates available for inspection upon request by the City
6 Representative.

7 13.3.11 Vehicle Certification.

8 All vehicles used by CONTRACTOR in the performance of services
9 under this Agreement shall be in compliance with all applicable State and Federal
10 laws and regulations including, without limitation, requirements of the California
11 Health and Safety Code, the California Vehicle Code, and the regulations
12 promulgated under each of them. CONTRACTOR shall maintain copies of all
13 certificates and reports evidencing compliance, and shall make such certificates
14 and reports available for inspection upon request by the City Representative.

15 13.3.12 Equipment Maintenance.

16 CONTRACTOR shall maintain all collection and RSS equipment,
17 including Roll-Off Containers, in a clean condition, free of graffiti, and in good
18 repair at all times. All parts and systems of the collection equipment shall
19 operate properly and be maintained in good working order. CONTRACTOR shall
20 wash all collection and RSS vehicles at least once a week using recycled water.
21 All washings shall be conducted in a manner that conforms to the BMP
22 Guidelines for Non-Point Source Pollutants in the publication entitled *Storm*
23 *Water Best Management Practices Handbook for Industrial Commercial.*

24 13.3.13 Maintenance Log.

25 CONTRACTOR shall maintain a maintenance log for all collection and
26 RSS vehicles. The log shall at all times be accessible to CITY via computer, or
27 by physical inspection upon the request of the City Representative. The log shall
28 show, at a minimum, for each vehicle the CONTRACTOR-assigned identification
29 number, date purchased or initial lease, dates of performance of routine
30 maintenance, dates of performance of any additional maintenance, and
31 description of additional maintenance performed.

32 13.3.14 Equipment Inventory.

33 CONTRACTOR shall provide to the City Representative an inventory
34 of collection vehicles and major equipment (e.g. tractor trailers or roll-off trucks
35 and boxes used for transporting materials to the Disposal Facility) to be used by
36 CONTRACTOR in the performance of services under this Agreement. The
37 inventory shall indicate each vehicle by make, model, CONTRACTOR-assigned
38 identification number, DMV license number, mileage, the age of the chassis and
39 body, type of fuel used, the type and capacity of each vehicle, the number of

1 vehicles by type, the date of acquisition, the decibel rating and the maintenance
2 and rebuild status. CONTRACTOR shall submit on an annual basis an updated
3 inventory to CITY, at any time there is a change in vehicles or major equipment,
4 or more often at the request of the City Representative in an electronic format
5 specified by CITY. Each inventory shall also include the tare weight of each
6 vehicle as determined by weighing at a public scale and not at a disposal facility
7 or other facility scale used by CONTRACTOR. The specific procedure for
8 performing the tare weighing shall be subject to the approval of the City
9 Representative. Each vehicle inventory shall be accompanied by a certification
10 by CONTRACTOR that all vehicles meet the requirements of this Agreement.

11 **13.3.15 Reserve Equipment.**

12 CONTRACTOR shall have available to it, at all times, reserve
13 collection and RSS Service equipment which can be put into service and
14 operation within one (1) hour of any breakdown. Such reserve equipment shall
15 correspond in size and capacity to the equipment used by CONTRACTOR to
16 perform services pursuant to this Agreement. CONTRACTOR shall provide the
17 City Representative with the replacement vehicle information including: the
18 CONTRACTOR-assigned identification number, DMV license number, tare
19 weight of each vehicle as determined by weighing at a public scale, the age of
20 the chassis and body, type of fuel used, the type and capacity of each vehicle,
21 the number of vehicles by type, the date of acquisition, the decibel rating and the
22 maintenance and rebuild status.

23 **13.4 Inspections.**

24 CITY shall have the right to inspect CONTRACTOR's Compostable Waste
25 Processing Facility ("CWPF") during the CWPF's normal business hours; all other
26 facilities required to provide services pursuant to this Agreement except those facilities
27 used solely for the purpose of administering this Agreement; and CONTRACTOR's
28 collection vehicles and their contents at any time while operating inside or outside the
29 City of San José.

30 CONTRACTOR shall ensure or shall cause CONTRACTOR's subcontractors to
31 ensure, that representatives of CITY have complete access to the CWPF or alternative
32 facility, as appropriate and in accordance with the terms approved by CITY in its
33 approval of an alternate facility in Article 9 ("Recyclable Material and Compostable
34 Waste Processing"), and their records of inbound and outbound materials without
35 exception, during normal business hours.

1 **ARTICLE 14. DISPOSAL**

2 **14.1 CITY's Responsibility.**

3 CITY shall arrange and pay for sufficient landfill disposal capacity for the disposal
4 of:

- 5 • All Sweep Waste collected by CONTRACTOR during the performance of
6 Residential Street Sweeping ("RSS") Services in CONTRACTOR's Service
7 Districts;
- 8 • All wastes collected by CONTRACTOR in performing emergency services
9 pursuant to Sections 12.9 and 12.10 of this Agreement;
- 10 • Wastes collected by CONTRACTOR in performing Neighborhood Clean-Up
11 ("NCU") Service which cannot be recycled, reused or otherwise diverted from
12 the landfill;
- 13 • Residue resulting from processing Municipal Solid Waste ("MSW") from
14 Public Litter Containers ("PLC") and from City Facility Service Units at the
15 Composting Facility; and
- 16 • Residue resulting from processing Residential Solid Waste ("RSW").

17 CITY shall pay the Disposal Facility directly for the disposal of the above-
18 described materials unless otherwise mutually agreed by CITY's Director of
19 Environmental Services and CONTRACTOR.

20 **14.1.1 Multi Family Dwelling Disposal.**

21 CITY shall arrange for sufficient landfill disposal capacity for the
22 disposal of the RSW collected from Multi Family Dwelling ("MFD") Service Units
23 which cannot be recycled, reused or otherwise diverted from the landfill.
24 However, CITY shall only pay for up to 30% of the RSW collected from MFD
25 Service Units which cannot be recycled, reused or otherwise diverted from the
26 landfill. The costs associated with the disposal in excess of the 30% shall be
27 deducted from the compensation to CONTRACTOR in accordance with the terms
28 set forth in Exhibit 8 ("MFD Residential Solid Waste Processing Plan") of this
29 Agreement. In the event that MFD RSW trucks are turned away at the
30 Compostable Waste Processing Facility ("CWPF"), the trucks shall be directed by
31 the City Representative to deliver the MFD RSW to the Disposal Facility. As a
32 consequence, CONTRACTOR shall be assessed an administrative charge and
33 this tonnage shall be deducted from CONTRACTOR's 30% Residue allowance.

34 **14.1.2 Neighborhood Clean-Up Disposal.**

35 CONTRACTOR shall not deliver unprocessed rubbish bins directly to the
36 Disposal Facility. The disposal of NCU Residue remaining after processing of the
37 rubbish bins shall be delivered to the Disposal Facility. CITY shall arrange for

1 sufficient landfill disposal capacity to include disposal of Residue of up to 25% of
2 total Residential Clean-Up Service tonnage per calendar year and 100% of the
3 Residue from Targeted Clean-Up (“TCU”) Services. CITY shall semi-annually
4 reconcile disposal credits owed to CONTRACTOR at Newby. CITY shall issue
5 CONTRACTOR one CWDA voucher per 20-ton trailer or Targeted Clean-Up bin.

6 14.1.3 Public Litter Container and City Facility Disposal.

7 CITY shall arrange for sufficient landfill disposal capacity to include
8 disposal of Residue up to 30% of total PLC Waste and City Facility Solid Waste
9 tonnage per calendar year. PLC and City Facility Residue do not need to be
10 delivered separately to the Disposal Facility. CITY will work with Disposal Facility
11 to apply an allocation to all incoming waste based upon results of most recent
12 Residue rate from audit.

13 14.1.4 Single Family Dwelling Residential Solid Waste Disposal.

14 Should the CITY elect to Process SFD RSW as described in Section
15 9.4, CITY shall arrange for sufficient landfill disposal capacity for the disposal of
16 the RSW collected from SFD Service Units which cannot be recycled, reused or
17 otherwise diverted from the landfill. However, CITY shall only pay for up to 30%
18 of the RSW collected from SFD Service Units which cannot be recycled, reused
19 or otherwise diverted from the landfill. The costs associated with the disposal in
20 excess of the 30% shall be deducted from the compensation to CONTRACTOR
21 in accordance with the terms set forth in Exhibit 8 (“MFD Residential Solid Waste
22 Processing Plan”) of this Agreement. In the event that SFD RSW trucks are
23 turned away at the CWPF, the trucks shall be directed by the City Representative
24 to deliver the SFD RSW to the Disposal Facility. As a consequence,
25 CONTRACTOR shall be assessed an administrative charge and this tonnage
26 shall be deducted from CONTRACTOR’s 30% Residue allowance.

27 14.1.5 Sweep Waste Disposal.

28 CITY shall arrange and pay for sufficient landfill disposal capacity for
29 the disposal of all Sweep Waste collected by CONTRACTOR during the
30 performance of RSS Services in CONTRACTOR’s Service Districts.

31 **14.2 CONTRACTOR’s Responsibility.**

32 14.2.1 Delivery of Materials.

33 CONTRACTOR shall transport all Sweep Waste, waste collected by
34 CONTRACTOR in the performance of emergency services in Service Districts
35 pursuant to this Agreement, and Residue remaining from the processing of MFD
36 RSW, PLC, and City Facilities to the Disposal Facility, or to such other disposal
37 facilities as the City Representative may designate in writing.

38 If the City Representative directs delivery of materials to a disposal
39 facility other than the Disposal Facility, CITY shall compensate CONTRACTOR

1 for reasonable additional out-of-pocket expenses incurred by CONTRACTOR
2 and documented to the reasonable satisfaction of CITY's Director of
3 Environmental Services.

4 14.2.2 Limitation on Use of CITY-Arranged Landfill Capacity.

5 CONTRACTOR shall not, under any circumstances whatsoever, utilize
6 any CITY-arranged disposal capacity for the disposal of any material that was
7 collected by CONTRACTOR or by any other person, other than the materials
8 collected pursuant to this Agreement, without the express prior written
9 authorization of the City Representative.

10 14.2.3 Compliance with Regulations.

11 CONTRACTOR shall observe and comply with all regulations in effect
12 at the Disposal Facility or any other CITY-designated disposal facility at the time
13 CONTRACTOR transports and disposes of materials at the site. CONTRACTOR
14 shall at all times while at the Disposal Facility or any other CITY-designated
15 disposal facility, operate according to safe industry practices.

16 **14.3 CONTRACTOR's Acknowledgement.**

17 CONTRACTOR acknowledges that CITY will not arrange or pay for the disposal
18 of Yard Trimmings Processing Residue or Large Item Residue received pursuant to this
19 Agreement. CONTRACTOR acknowledges that the disposal of all such materials is the
20 sole responsibility of CONTRACTOR, and that CONTRACTOR will not receive
21 additional payment for the cost of disposal.

22 CONTRACTOR acknowledges that disposal of MFD and SFD RSW, PLC, and
23 City Facility Residue in excess of 30% of the total tonnage collected from MFD and
24 SFD, PLC, and City Facilities per calendar year shall be at CONTRACTOR's sole cost
25 and expense.

ARTICLE 15. CUSTOMER SERVICE**15.1 CONTRACTOR's Office.**

CONTRACTOR shall maintain an office within the municipal limits of the City of San Jose where inquiries and complaints can be received. Such office shall be open during the normal business hours of 8:00 a.m. to 6:00 p.m. on all Work Days, and during any and all activities on the Saturdays and Sundays when Collection Services (other than Neighborhood Clean-Up Service and Public Litter Container Services) are performed pursuant to this Agreement.

15.2 Telephone Requirements.

CONTRACTOR's office shall be equipped with sufficient telephones that all Collection Services-related calls received during normal business hours are answered by an employee within five (5) rings. CONTRACTOR shall provide either a telephone answering service or mechanical device to receive Service Recipient inquiries during those times when CONTRACTOR's office is closed. Calls received after normal business hours shall be addressed before 12:00 noon on the next Work Day.

15.3 Emergency Contact.

CONTRACTOR shall provide the City Representative with an emergency phone number where CONTRACTOR's representative authorized to act on CONTRACTOR's behalf can be reached outside of the required office hours.

15.4 Multilingual/TDD Service.

CONTRACTOR shall at all times maintain the capability of responding to telephone calls in English, Spanish or Vietnamese and such other languages as the City Representative may reasonably require. CONTRACTOR shall at all times maintain the capability of responding to telephone calls through Telecommunications Device for the Deaf (TDD) Services.

15.5 Service Recipient Calls.

During normal business hours, CONTRACTOR shall maintain a telephone answering system capable of accepting at least fifteen (15) incoming calls at one time. CITY will direct all service inquiries and complaints to CONTRACTOR through the Customer Service System. CONTRACTOR shall record all calls including any inquiries, service requests and complaints into the Customer Service System. Any such call received via CONTRACTOR's answering service shall be recorded in the Customer Service System no later than 12:00 noon on the following Work Day.

CONTRACTOR shall answer all incoming calls within five (5) rings. Any caller "on-hold" in excess of one and one-half (1.5) minutes shall have the option to remain "on-hold" or to be switched to a message center where the caller can leave a message. For all messages left before 3:00 p.m., CONTRACTOR shall attempt all "call backs" at

1 least one time prior to 6:00 p.m. on the day of the call. For messages left after 3:00
2 p.m., CONTRACTOR shall attempt all "call backs" at least one time prior to noon the
3 next Work Day. CONTRACTOR shall make minimum of three (3) attempts within
4 twenty-four (24) hours of the receipt of the call. If CONTRACTOR is unable to reach the
5 Service Recipient on the next Work Day, CONTRACTOR shall send a postcard to the
6 Service Recipient on the second Work Day after the call was received, indicating that
7 CONTRACTOR has attempted to return the call. All attempts to contact the caller shall
8 be recorded and provided to the CITY in an electronic format.

9 **15.6 Service Complaints.**

10 CONTRACTOR shall handle all service complaints in a prompt and efficient
11 manner. In the case of a dispute between CONTRACTOR and a Service Recipient,
12 CONTRACTOR will refer the matter to the City Representative for review. The City
13 Representative will review the matter and make a determination as to the resolution of
14 the dispute.

15 For those complaints related to miss collections that are received by 3:00 p.m. on
16 a Work Day, CONTRACTOR will return to the Service Unit address and collect the
17 missed materials before leaving the Service District for the day. For those complaints
18 related to miss collections that are received by CONTRACTOR after 3:00 p.m. on a
19 Work Day, CONTRACTOR shall have until the end of the following Work Day to collect
20 the materials. For those complaints related to repair or replacement of Yard Trimmings
21 ("YT") Carts, the appropriate provisions of Article 6 ("Yard Trimmings Services") of this
22 Agreement shall apply. At the end of each Work Day CONTRACTOR shall utilize the
23 Customer Service System to provide the City Representative with a response to each
24 complaint which was received from a Service Recipient or CITY in the event the
25 complaint was made by CITY, during the preceding Work Day.

26 For those complaints related to miss sweeps that are received by
27 CONTRACTOR by 3:00 p.m. on a Work Day, CONTRACTOR will return to the service
28 area and sweep the missed materials before leaving the Service District for the day. For
29 those complaints related to miss sweeps that are received by CONTRACTOR after 3:00
30 p.m. on a Work Day, CONTRACTOR shall have until the end of the following Work Day
31 to return and sweep the missed area.

32 **15.7 Missed Collections and Sweeps.**

33 CONTRACTOR acknowledges and agrees that it is in the best interest of CITY
34 that all YT and Civic YT be collected on the scheduled collection day. Accordingly,
35 CONTRACTOR will remedy missed collections as set forth above in Section 15.6
36 regardless of the reason that the collection was missed. However, in the event a
37 Service Recipient requests missed collection service more than two (2) times in any
38 consecutive two (2) month period CITY will work with CONTRACTOR to determine an
39 appropriate resolution to that situation. In the event CONTRACTOR believes any
40 complaint to be without merit, CONTRACTOR shall utilize the Customer Service System

1 to notify the City Representative immediately. The City Representative will investigate
2 all disputed complaints and render a determination within ten (10) Work Days of receipt
3 of CONTRACTOR's notification.

4 **15.8 Customer Service Representative Training.**

5 All of CONTRACTOR's customer service representatives shall be required to
6 attend training as may be provided by CITY. The City Representative shall coordinate
7 with CONTRACTOR to schedule such training.

8 **15.9 Requirements.**

9 CONTRACTOR shall provide and record operating and customer service data
10 elements as set forth in Exhibit 10 ("Data and Reporting Requirements") of this
11 Agreement. CONTRACTOR is required to communicate with the CITY's Customer
12 Service System via an internet portal and/or using an electronic interface as described
13 in Exhibit 13 ("Contractor Electronic Interface Requirements"), required by CITY.

14 The Customer Service System includes the basic functions CONTRACTOR
15 needs in order to perform its customer service and specific operational services.
16 CONTRACTOR access is limited to customer information, service location service type
17 and service level information, collection days, and field activities. CITY shall have
18 access to all the information available to CONTRACTOR and, additionally, will control
19 access to the financial and billing functions of the Customer Service System.

20 All service locations, property owner information, and property owner record
21 updates, shall be maintained in the Customer Service System by the CITY or its
22 designee.

23 **15.10 Field Activity Descriptions.**

24 CONTRACTOR shall use the field activity descriptions that have been set up in
25 the Customer Service System by CITY. CITY will provide field activity descriptions for
26 all the services provided under this Agreement.

ARTICLE 16. REPORTING AND RECORDKEEPING

16.1 Reports.

16.1.1 CITY Reports.

Except as set forth in this Agreement or as requested by the City Representative, CITY shall generate operational reports and information required to provide payment to CONTRACTOR, including the monthly invoice. CONTRACTOR will have access to reports and information through the Customer Service System related to the Service District(s) that are necessary, as determined by the City Representative, for CONTRACTOR's operations and for providing information requested by CITY. CONTRACTOR will have access to the Customer Service System's report writer function.

16.1.2 CONTRACTOR Reports.

CONTRACTOR shall submit reports through the Customer Service System with daily collection data and processing data as described in Exhibit 10 ("Data and Reporting Requirements"). CONTRACTOR shall submit to the City Representative monthly, quarterly, and annual reports containing the information, in the format, and at the times described in Exhibit 10. CONTRACTOR may not change the format, sections or categories of these reports without written approval of CITY.

16.1.3 Data Reconciliation.

CONTRACTOR shall compare the CITY's Service Unit data with the CONTRACTOR's Service Unit data and resolve all discrepancies within thirty (30) calendar days. Reconciliations shall be completed annually by March 15th. CONTRACTOR shall notify CITY ten (10) Work Days prior to commencing the data reconciliation, by requesting Service Unit data from the CITY's Customer Service System. The CITY shall provide data within ten (10) Work Days of the request. If a large number of discrepancies are discovered during the data comparison, the CITY may approve deferring resolution of discrepancies until the next annual route audit. CONTRACTOR may choose to replace their Service Unit data with CITY Service Unit data instead of conducting a data comparison. CONTRACTOR shall replace their data with CITY provided data within five (5) Work Days of data receipt, and notify CITY when complete.

16.2 Recordkeeping.

16.2.1 CONTRACTOR shall maintain any and all letters, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by

1 law, from the date of final payment to CONTRACTOR pursuant to this
2 Agreement.

3 16.2.2 CONTRACTOR shall maintain all documents and records which
4 demonstrate performance under this Agreement for a minimum period of three
5 (3) years, or for any longer period required by law, from the date of termination or
6 completion of this Agreement.

7 16.2.3 Any records or documents required to be maintained pursuant to this
8 Agreement shall be made available for inspection or audit, at any time during
9 regular business hours, upon written request by the City Representative, the
10 Director of Environmental Services, City Attorney, City Auditor, City Manager, or a
11 designated representative of any of these officers. Copies of such documents
12 shall be provided to CITY for inspection at the Environmental Services
13 Department office when it is practical to do so. Otherwise, unless an alternative
14 site is mutually agreed upon, the records shall be available at CONTRACTOR's
15 address indicated for receipt of notices in this Agreement.

16 16.2.4 Where CITY has reason to believe that such records or documents
17 may be lost or discarded due to the dissolution, disbandment or termination of
18 CONTRACTOR's business, CITY may, by written request or demand of any of
19 the above named officers, require that custody of the records be given to CITY
20 and that the records and documents be maintained in City Hall. Access to such
21 records and documents shall be granted to any party authorized by
22 CONTRACTOR, CONTRACTOR's representatives, or CONTRACTOR's
23 successor-in-interest.

ARTICLE 18. DIVERSION STANDARDS

18.1 Diversion Standards.

- The minimum Residential Yard Trimmings (“YT”) diversion standard is ninety-five percent (95%);
- The minimum Multi Family Dwelling (“MFD”) Residential Solid Waste (“RSW”) diversion standard is seventy percent (70%);
- The minimum Single Family Dwelling (“SFD”) Neighborhood Clean-Up (“NCU”) diversion standard is seventy-five percent (75%), with a target to achieve ninety percent (90%);
- The minimum City Facility processing diversion standard is seventy percent (70%);
- The minimum Public Litter Container (“PLC”) diversion standard is seventy percent (70%).
- Should the CITY exercise the option to Process SFD RSW as described in Section 9.4, CONTRACTOR shall commit to a seventy percent (70%) diversion standard with a six-month ramp-up period after start-up to achieve the diversion standard.

18.2 Yard Trimmings Diversion Standard Calculation.

18.2.1 Annual Diversion Standard.

Beginning January 1, 2011, CONTRACTOR shall achieve a YT diversion rate of not less than ninety five percent (95%) per calendar year in CONTRACTOR’s Service Districts.

18.2.2 Annual Calculation.

The YT diversion rate will be calculated on a calendar year basis beginning January 1, 2011, as the tons of YT collected less the tons of YT Processing Residue divided by the tons of YT collected in the applicable calendar year:

$$\text{YT Diversion Rate} = \frac{\text{Tons of YT collected} - \text{Tons YT Processing Residue}}{\text{Tons of YT collected}}$$

18.2.3 Calculation of Yard Trimmings Processing Residue Tonnage.

CITY and CONTRACTOR acknowledge that YT collected pursuant to this Agreement may be commingled at the Compostable Waste Processing Facility (“CWPF”) or at the Composting Facility after such YT has been separately weighed upon delivery, and that this necessitates there be a methodology for calculating the tonnage of YT Processing Residue that will be attributable to such YT. Therefore, unless and until the City Representative and

1 CONTRACTOR agree in writing on an alternative methodology, for the purposes
2 of calculating the YT diversion rate, the tons of YT Processing Residue will be
3 determined as follows:

- 4 • First, there shall be determined the fraction of the materials
5 delivered to the CWPF and the Composting Facility that represents
6 YT attributable to CITY pursuant to this Agreement. This fraction
7 (the "CITY Fraction") shall be determined by adding the tons of
8 CITY's YT delivered directly to the CWPF and the tons of CITY's YT
9 delivered directly to the Composting Facility, and dividing that sum
10 by the total tons of YT (from all sources) delivered to both facilities.
11 The CITY Fraction shall be truncated to four (4) decimal places.
- 12 • Second, there shall be determined the total tonnage of Residue
13 generated at the CWPF and the Composting Facility.
- 14 • Third, the total tonnage of Residue shall be multiplied by the CITY
15 Fraction. That product shall be the tonnage of YT Processing
16 Residue used in the calculation of the YT diversion rate as set forth
17 in Section 18.2.2 above.
- 18 • Example: If (a) the tons of YT collected pursuant to this
19 Agreement was 1,000 tons delivered directly to the CWPF and
20 500 tons delivered directly to the Composting Facility, (b) the
21 total tons of material delivered to the CWPF was 1,200 and the
22 total tons delivered to the Composting Facility was 2,000, and
23 (c) the Residue generated at the CWPF was 28 tons and at the
24 Composting Facility was 36 tons, then the YT Processing
25 Residue would be 30 tons.

$$26 \quad [(1,000 + 500) / (1,200 + 2,000)] \times (28 + 36) = 30$$

27 18.2.4 Alternate Capacity Facility.

28 In the event CONTRACTOR delivers YT collected pursuant to this
29 Agreement to an alternate facility as provided in Section 9.11, CONTRACTOR
30 shall report to CITY all tonnages for the alternate facility as determined by the
31 City Representative as necessary for the calculation of the YT diversion rate. If
32 CONTRACTOR does not provide such tonnages, CITY may, at its option, not
33 include that tonnage in the calculation of the YT diversion rate or may substitute
34 alternative data that in the sole opinion of CITY's Director of Environmental
35 Services is representative of the missing data.

36 18.2.5 Failure to Meet Minimum Requirement.

37 CONTRACTOR's failure to meet the minimum diversion requirement
38 may result in the termination of this Agreement or the imposition of administrative

1 charges as provided in Article 20 (“Quality of Performance of Contractor”) of this
2 Agreement.

3 **18.3 Multi Family Dwelling Residential Solid Waste Diversion Standards.**

4 CONTRACTOR shall achieve a minimum 70% annual diversion rate from
5 processing RSW from MFD Service Units. The failure to meet the diversion
6 requirement, however, shall not be subject to administrative charges in Section 20.4 of
7 this Agreement.

8 18.3.1 Calculation of Multi Family Dwelling Residential Solid Waste Diversion
9 Rate.

10 The diversion rate for the MFD RSW shall be calculated as the total
11 tons of RSW which are collected from MFD Service Units delivered to the CWP
12 less the sum of the Residue from the processing of the material, divided by the
13 total tons of RSW which is collected from MFD Service Units. The tons of
14 Residue attributable to the processing of this material shall be calculated based
15 on an audit performed in accordance with Section 18.3.2.

16 18.3.2 Audit of Multi Family Dwelling Residential Solid Waste Diversion Rate.

17 CONTRACTOR shall perform semi-annual audits of the program and
18 coordinate the audits with the City Representative as to dates and volume of
19 material with a minimum volume of 40 tons for each audit. The data from the
20 audits shall be used to calculate Residue rates at the CWP and Composting
21 Facility. The data from each subsequent audit is cumulative in that the new audit
22 tons shall be added to the tons from previous audits to determine the new
23 Residue rate. The audits shall be performed in accordance with the procedures
24 set forth in Exhibit 8 (“MFD Residential Solid Waste Processing Plan”).

25 **18.4 Neighborhood Clean-Up Diversion Standard.**

26 18.4.1 Diversion Standard.

27 Beginning January 1, 2011, CONTRACTOR shall achieve a diversion
28 rate of not less than seventy five percent (75%) per calendar year in
29 CONTRACTOR’s Service Districts.

30 CONTRACTOR will cooperate with CITY and GreenTeam of San Jose
31 in the increased diversion of material collected through GreenTeam’s NCU
32 events in Service District B. CONTRACTOR will make a reasonable effort to
33 increase diversion of NCU materials by sorting all rubbish bins, to achieve a
34 diversion target of 90%.

35 18.4.2 Single Family Dwelling Neighborhood Clean-Up Services Diversion
36 Rate.

37 The SFD NCU Services diversion rate for SFD Districts A and C is the
38 rate of diversion for materials collected through the SFD NCU Service. The

1 diversion rate does not include materials collected from Targeted Clean-Up
 2 (“TCU”) Service unless the material is first processed at the CWPF.
 3 CONTRACTOR may request that the materials collected from TCU Service be
 4 added to the tons of materials collected in calculating the NCU diversion rate.

$$\text{NCU Diversion Rate} = \frac{\text{Tons of NCU materials collected} - \text{Tons NCU Residue}}{\text{Tons of NCU materials collected}}$$

5 **18.4.3 Failure to Meet Minimum Requirement.**

6 CONTRACTOR’s failure to meet the minimum diversion requirement
 7 may result in the imposition of administrative charges as provided in Section
 8 20.4.

9 **18.5 Public Litter Container Diversion Standard.**

10 **18.5.1 Diversion Standard.**

11 Beginning January 1, 2011, CONTRACTOR shall achieve a diversion
 12 rate of not less than seventy percent (70%) per calendar year in
 13 CONTRACTOR’s Service Districts. Residue landfilled shall not exceed 30%.

14 **18.5.2 Calculation of Public Litter Container Diversion Rate.**

15 CITY acknowledges the difficulty and accuracy in performing a specific
 16 material calculation for PLC. Therefore the diversion rate for MFD shall be
 17 applied to the PLC. However, CITY retains the right to require CONTRACTOR to
 18 perform a diversion calculation audit specific to this service at any time but no
 19 more than twice per year.

20 **18.6 City Facility Diversion Standard.**

21 **18.6.1 Diversion Standard.**

22 CONTRACTOR shall achieve a minimum 70% diversion rate from
 23 processing City Facility Solid Waste. Residue landfilled shall not exceed 30%.

24 **18.6.2 Calculation of City Facility Solid Waste Diversion Rate.**

25 The diversion rate for City Facility Solid Waste (“CFSW”) shall be
 26 calculated twice per year as the total tons of CFSW delivered to the CWPF less
 27 the sum of the Residue from the processing of the material, divided by the total
 28 tons of CFSW which is delivered from City Facilities. The tons of Residue
 29 attributable to the processing of this material shall be calculated based on the
 30 percentage derived from the Audit of MFD RSW as described in Exhibit 8 (“MFD
 31 Residential Solid Waste Processing Plan”).

$$\text{City Facility Diversion} = \frac{[\text{CFSW Tons to CWPF} - (\text{CFSW CWPF Residue Tons} + \text{CFSW Composting Facility Residue Tons})]}{\text{CFSW Tons delivered to CWPF}}$$

1 If CONTRACTOR timely requests a review by the Director of
2 Environmental Services, the Director shall review the City Representative's
3 determination, all relevant documentation presented to the City Representative,
4 and any additional relevant documentation provided by CONTRACTOR at the
5 time of CONTRACTOR's request for review. If requested by CONTRACTOR, the
6 Director shall meet with CONTRACTOR within fifteen (15) calendar days of
7 CONTRACTOR's request for review. The Director of Environmental Services
8 shall render a written decision to CONTRACTOR sustaining or reversing the City
9 Representative's determination, in whole or in part, within thirty (30) calendar
10 days of receipt of CONTRACTOR's request for review.

11 19.3.3 Partial Month Service.

12 If, during a month, a Service Unit is added to or deleted from
13 CONTRACTOR's YT Service Unit list, the billing for such Service Unit shall be
14 pro-rated as follows: (a) if the Service Unit was eligible to receive YT Collection
15 Service for at least sixteen (16) calendar days during the month, CONTRACTOR
16 shall be compensated for that Service Unit at the full monthly rate set out in
17 Exhibit 1 ("Compensation"); and (b) if the Service Unit was eligible to receive YT
18 Collection Service for less than sixteen (16) calendar days during the month,
19 CONTRACTOR shall not be compensated for that Service Unit for that month.

20 19.3.4 Payments.

21 CITY shall make no payment for YT Collection Service for any Service
22 Unit that is not included on the list of Service Units maintained by CITY.
23 CONTRACTOR will not be compensated for those Service Units requiring
24 Service Agreements per Section 6.1.3 that refuse YT Collection Services.

25 **19.4 Payments to CONTRACTOR.**

26 CITY shall pay CONTRACTOR for services performed in accordance with this
27 Agreement at the service rates set forth in Exhibit 1 ("Compensation") as such rates
28 may be adjusted pursuant to this Agreement. Except as otherwise provided in this
29 Agreement, CITY shall make monthly payments to CONTRACTOR within thirty (30)
30 calendar days of CONTRACTOR's approval of CITY's invoice. In the event there are
31 any amounts listed on the invoice which remain in dispute after CONTRACTOR and
32 CITY complete the Resolution of Discrepancies process set forth in Section 19.3.2
33 above, CITY shall pay to CONTRACTOR the amounts accepted by the City
34 Representative or the City Manager, as appropriate.

35 19.4.1 Wire Transfers.

36 CITY will make monthly invoice payments and/or additional payments
37 by wire transfer to CONTRACTOR's bank account or accounts as are designated
38 by CONTRACTOR. CITY may deduct CITY's costs of the wire transfers from the
39 monthly payment otherwise due to CONTRACTOR.

1 19.4.2 Public Litter Containers.

2 Except as set forth herein, CONTRACTOR will forgo payment for the
3 collection and processing of waste from Public Litter Containers ("PLC")
4 beginning July 1, 2010.

5 CITY shall not compensate CONTRACTOR for PLC Services up to
6 and including the maximum number of monthly collections as follows.

7

Fiscal Year	Maximum Uncompensated Collections
2010-2011	3,612
2011-2012	3,849
2012-2013	3,887
2013-2014	3,926
2014-2015	3,966
2015-2016	4,005
2016-2017	4,045
2017-2018	4,086
2018-2019	4,127
2019-2020	4,168
2020-2021	4,210

8 The cap on maximum number of uncompensated monthly collections
9 in the table above shall increase annually by one percent (1%) as set forth
10 above. In fiscal year 2011-2012, an additional 200 monthly collections will be
11 added to the previous base cap of 3,649, as set forth above. Additional
12 collections requested by the CITY above the maximum shall be compensated for
13 at the rate in Exhibit 1 ("Compensation"). The rate shall be adjusted annually by
14 the Refuse Rate Index, as described in Exhibit 2.

15 19.4.3 Compensation for Multi-Family Dwelling Residential Solid Waste
16 Processing.

17 CONTRACTOR shall be compensated for the total tons of Residential
18 Solid Waste ("RSW") from Multi Family Dwelling ("MFD") Service Units
19 processed minus the tons needed to achieve an MFD RSW diversion rate of
20 35%, at the per ton rates set forth in the following table. On a monthly basis,
21 CITY will determine tons needed to achieve an MFD RSW diversion rate of 35%,

1 as calculated per the terms of its agreement with the MFD Collection Services
2 contractor.

3 On a monthly basis, CONTRACTOR will be compensated at the
4 diversion level, as determined per Section 18.3, at the end of June and
5 December of each agreement year. If the MFD RSW Diversion rate is
6 determined to be less than 70%, compensation for MFD RSW processing will be
7 recalculated, and a semi-annual adjustment will be included in the July and
8 January invoices of the agreement year.

9 CONTRACTOR shall charge the CITY's MFD Collection Services
10 contractor for MFD RSW the same rate for MFD RSW Processing services as
11 the rate charged to the CITY set forth in Exhibit 1 ("Compensation") or at the best
12 rate offered by CONTRACTOR described below, whichever is less.

13 The MFD RSW Processing rate shall be the best rate offered by
14 CONTRACTOR to any customer other than the City of San Jose for which Solid
15 Waste Processing Services only are provided. This provision does not apply in
16 cases where CONTRACTOR provides combined collection and processing
17 services to the same customer. As soon as CONTRACTOR provides solid waste
18 processing services at rate lower than what is set forth in the table above, and
19 that complies with the other provisions in this agreement, then CONTRACTOR
20 will charge the CITY for MFD RSW Processing services at the lower rate
21 effective immediately.

22 CITY shall pay for sufficient landfill disposal capacity for the disposal of
23 up to 30% of the RSW collected from MFD Service Units per agreement year
24 which cannot be recycled, reused or otherwise diverted from the landfill. Costs
25 associated with the disposal of material in excess of 30% per agreement year
26 shall be deducted from compensation to CONTRACTOR as reflected in the June
27 invoice of each year.

28 19.4.4 Single Family Dwelling Residential Solid Waste Processing
29 Compensation.

30 CONTRACTOR shall be compensated for providing Single Family
31 Dwelling ("SFD") RSW Processing in accordance with the "SFD Per Ton Rates
32 for Compostable Processing" service rates as set forth in Exhibit 1
33 ("Compensation"), as adjusted under the terms of this Agreement. The rates are
34 in 2010 dollars. Compensation for this service is subject to the Refuse Rate
35 Index ("RRI") adjustment and any additional CITY fees. If the CITY chooses to
36 implement the option of processing SFD RSW at 151 tons per day or greater,
37 CONTRACTOR shall provide Sweep Waste processing at no cost to the CITY.

1 19.4.5 Compostable Waste Collection and Processing Compensation.

2 CONTRACTOR shall be compensated for the collection and
3 processing of Compostable Waste, as described in Section 6.11, in such
4 amounts as are mutually agreed in writing by CONTRACTOR and the Director of
5 Environmental Services.

6 19.4.6 City Facility Solid Waste Processing Compensation.

7 CONTRACTOR shall be compensated for the total tons of City Facility
8 Solid Waste from city facility service units at the per ton rates set forth in Exhibit 1
9 (“Compensation”). For source separated Compostable Waste not requiring line-
10 processing at the Compostable Waste Processing Facility, CONTRACTOR shall
11 be compensated at the Source-separated Compostable Waste rate set forth in
12 Exhibit 1. On a monthly basis, CONTRACTOR shall reconcile tons from the
13 previous month calculated per the terms of CITY’s agreement with the city
14 facilities collection services contractor.

15 On a monthly basis, CONTRACTOR shall be compensated at the
16 diversion level, as determined per Section 18.6, at the end of June and
17 December of each agreement year. If the city facility diversion rate is determined
18 to be less than 70%, compensation for city facility processing shall be
19 recalculated, and a semi-annual adjustment will be included in the July and
20 January invoices.

21 **19.5 Rate Adjustment Process.**

22 CONTRACTOR shall deliver to CITY financial information for the specific
23 services performed under this Agreement for the preceding calendar year. Such
24 financial information shall be the information described in the “Non-Processing
25 Operating Cost Statement – Description” portion of Exhibit 2 (“Refuse Rate Index”) and
26 shall be in the format described in Exhibit 2, as may be revised by CITY from time to
27 time. CONTRACTOR agrees to provide the City a description of all items classified as
28 “other” for the purpose of making the indexed adjustment calculation. If CONTRACTOR
29 fails to submit the financial information in the required format prior to February 15th, it is
30 agreed that CONTRACTOR shall be deemed to have waived the right to the RRI rate
31 adjustment for that year. CONTRACTOR’s failure to provide the financial information
32 shall not preclude CITY from applying the RRI using the prior year’s financial data, or
33 pro forma data if no prior year financial data is available, if that application would result
34 in a decrease in the affected service rates.

35 Annual adjustments shall be made only in units of one cent (\$0.01). Fractions of
36 less than one cent (\$0.01) shall not be considered in making adjustments. The indices
37 shall be truncated at four (4) decimal places for the adjustment calculations.

38 If CONTRACTOR’s failure to submit the financial information required is the
39 result of extraordinary or unusual circumstances as demonstrated by CONTRACTOR to

1 the satisfaction of CITY's Director of Environmental Services, CITY, at its sole
2 discretion, may consider the request for the annual RRI rate adjustment.

3 On or before June 1 of each year, the City Representative shall notify
4 CONTRACTOR of the adjustments to the affected service rates to take place beginning
5 July 1 of that same year.

6 19.5.1 Yard Trimmings, Street Sweeping, Residential Solid Waste Processing,
7 and Public Litter Containers.

8 The rates for the services set forth in Section 19.6 below shall be
9 increased or decreased by the percentage change in the RRI for the months of
10 December in the last two calendar years as contained in the most recent
11 publication of the source documents listed in Exhibit 2 ("Refuse Rate Index") to
12 this Agreement.

13 19.5.2 Neighborhood Clean-Ups.

14 During the term of this agreement, the rates for the services set forth in
15 Section 19.6, shall be increased or decreased by the percentage change in the
16 Consumer Price Index ("CPI") and Producer Price Index ("PPI") on an annual
17 average for the last two calendar years as contained in the most recent release
18 of the source documents listed in Exhibit 2B ("Rate Adjustment – Neighborhood
19 Clean-Up").

20 19.5.3 City Facility Processing.

21 The service rates set forth in Exhibit 1 ("Compensation") shall be
22 increased or decreased by the percentage change in the CPI on an annual
23 average for the last two calendar years as contained in the most recent release
24 of the source documents listed in Exhibit 2C ("Rate Adjustment – City Facilities
25 Processing").

26 19.5.4 Citywide Containerized Yard Trimmings Collection Service.

27 The service rate set forth in Exhibit 1 ("Compensation") shall be
28 increased or decreased by the percentage change in the RRI for the months of
29 December in the last two calendar years as contained in the most recent
30 publication of the source documents listed in Exhibit 2 ("Refuse Rate Index") to
31 this Agreement.

32 **19.6 Adjustments to Rates Using Refuse Rate Index.**

33 The adjustments to rates may result in an increase or decrease to the rates. If
34 the adjustment results in an increase greater than six percent (6%), CONTRACTOR
35 may be required to defer the increase in excess of six percent (6%) to the following year
36 and up to three years thereafter. Any amount of the deferred increase in cost remaining
37 on the fourth year would be included in the fourth year adjustment of the service rates.

1 If the adjustment results in a negative number, the CITY will defer that portion of
2 the savings which would cause CONTRACTOR's then current compensation to
3 decrease to the following year, and up to three years thereafter. Any savings not
4 realized by the fourth year would be included in the fourth year adjustment to the
5 service rates.

6 Notwithstanding this section, any adjustments to rates that result in an increase
7 or decrease to the rates for the last year of this Agreement (2020-2021) shall fully
8 include any deferred increase or savings not previously realized in the previous years'
9 rates.

10 CONTRACTOR agrees to waive the Fiscal Year 2015 – 2016 RRI adjustment to
11 rates for the following services: YT, RSS, RSW Processing, PLC, and NCU, for a
12 minimum flat value of \$600,000. If the aggregate value of the RRI adjustment for all
13 services is less than \$600,000, CONTRACTOR agrees to compensate the CITY for the
14 difference between \$600,000 less the actual value of the RRI adjustment. CITY shall
15 deduct the difference in 12 monthly installments from their monthly invoices beginning
16 July 2015 through June 2016. If the CITY elects to exercise the option for citywide
17 containerized YT Collection Service as described in Section 6.12, CONTRACTOR shall
18 not forgo the RRI adjustment in 2015-2016.

19 Beginning in July of each agreement year, CONTRACTOR shall, subject to
20 compliance with all provisions of this Article, receive an annual adjustment in the
21 following service rates as set forth in Exhibit 1B ("Compensation") of this Agreement:

- 22 ▪ Part A. Base Service Rates for YT and RSS (lines A.1-A.6)
- 23 ▪ Part B. Additional Service Rates for YT and RSS (lines B.1-B.10)
- 24 ▪ Part C. MFD Per Ton Rates for Compostable Processing
- 25 ▪ Part D. SFD Per Ton Rates for Compostable Processing, if applicable
- 26 ▪ Part E. NCU Rates (lines F.1-F.17)
- 27 ▪ Part F. PLC Additional Collection Service Rate, if applicable
- 28 ▪ Part G. City Facility Per Ton Rate For Compostable Processing

29 **19.7 Service Unit Counts.**

30 CITY will utilize the Customer Service System to maintain the customer database
31 from which the Service Unit count for YT Collection Service will be derived. In the event
32 CONTRACTOR does not agree with any of the Service Unit counts as maintained by
33 CITY, CONTRACTOR may at any time, but not more often than once per agreement
34 year, request that CITY and CONTRACTOR perform a joint route audit of the Service
35 Unit count at issue. Such audit shall be at no cost to CITY other than labor costs for
36 CITY staff.

1 **19.8 Reconciliation.**

2 The CITY may review, or the CONTRACTOR may request, a review of the
3 compensation payments made to CONTRACTOR pursuant to this Agreement and
4 require compensation adjustments for overpayment or underpayment of services up to
5 four (4) years after payment for the services or the date the services were provided,
6 whichever date is later. CONTRACTOR acknowledges that adjustments to
7 compensation can also apply to services provided under that certain AGREEMENT
8 BETWEEN THE CITY OF SAN JOSE AND GREENWASTE RECOVERY, INC. FOR
9 YARD TRIMMINGS COLLECTION AND RESIDENTIAL STREET SWEEPING
10 SERVICES whereby CONTRACTOR provided integrated waste management services
11 in Service Districts A and B from March 28, 2001 with options to extend through June
12 30, 2013; that certain AGREEMENT BETWEEN THE CITY OF SAN JOSE AND
13 GREENWASTE RECOVERY, INC. FOR YARD TRIMMINGS COLLECTION AND
14 RESIDENTIAL STREET SWEEPING SERVICES whereby CONTRACTOR provided
15 integrated waste management services for the Recycle Plus program from September
16 12, 2006 through June 30, 2013; and that certain AGREEMENT FOR
17 NEIGHBORHOOD CLEAN-UP SERVICES FOR RECYCLE PLUS COLLECTION
18 DISTRICTS A AND C BETWEEN THE CITY OF SAN JOSE AND GREENWASTE
19 RECOVERY, INC. whereby CONTRACTOR provided Neighborhood Clean-Up Services
20 from January 1, 2009 with options to extend through June 30, 2015.

21 The potential compensation adjustments may be due to, but are not limited to,
22 the discovery of Customer Service System errors, discrepancies in Service Unit counts
23 or on-call services already paid to CONTRACTOR, Refuse Rate Index adjustment
24 errors, administrative charges, or other overpayments or underpayments made to
25 CONTRACTOR's invoice. The City Representative shall issue a written notice to
26 CONTRACTOR of the compensation adjustment and the basis for the assessment.
27 CONTRACTOR may request a review of the compensation adjustments by following the
28 protocols set forth in Section 19.3.2 ("Resolution of Discrepancies") or Section 20.5
29 ("Procedure for Review of Administrative Charges"), as appropriate.

30 **19.9 Withholding of Payment.**

31 In addition to express provisions contained elsewhere in this Agreement, CITY
32 may withhold from any payment otherwise due to CONTRACTOR such amount as
33 reasonably determined necessary to protect CITY's interest, or, if CITY so elects, may
34 withhold or retain all or a portion of any monthly payment or refund payment for any of
35 the following reasons. CITY shall provide written notice to CONTRACTOR of the
36 reason for withholding of payments.

- 37
- 38 ■ Unsatisfactory progress of the work not caused by any condition beyond
CONTRACTOR's control;
 - 39 ■ Defective work not corrected;

- 1 ▪ CONTRACTOR's failure to carry out instructions or orders of the CITY
- 2 Representative;
- 3 ▪ Execution of work not in accordance with this Agreement;
- 4 ▪ Claims filed by or against CONTRACTOR or reasonable evidence indicating
- 5 probable filing of claims;
- 6 ▪ Failure of CONTRACTOR to make payments to any subcontractor for
- 7 material or labor;
- 8 ▪ Unsafe working conditions allowed to persist by CONTRACTOR;
- 9 ▪ Failure of CONTRACTOR to provide route schedules and other reports as
- 10 required by CITY; or
- 11 ▪ Use of any subcontractors without CITY's prior written approval.

12 **19.10 Payment Of Withheld Amounts.**

13 Upon CONTRACTOR's remedy of the grounds for withholding payment and
14 demonstration of the remedy to the reasonable satisfaction of the City Representative,
15 CITY shall pay all withheld amounts within ten (10) Work Days. CITY shall not be liable
16 for interest on any delayed or late payment.

1 **ARTICLE 20. QUALITY OF PERFORMANCE OF CONTRACTOR**

2 **20.1 Intent.**

3 CONTRACTOR acknowledges and agrees that one of CITY's primary goals in
4 entering into this Agreement is to ensure that the services are of the highest caliber, that
5 Service Recipient satisfaction remains at the highest level, that maximum diversion
6 levels are achieved, and that materials collected are put to the highest and best use to
7 the extent possible.

8 **20.2 Service Supervisor.**

9 CONTRACTOR shall assign a qualified supervisor or supervisors to be in charge
10 of the Collection Services and shall provide the name of that person or those persons in
11 writing to the City Representative annually by July 1 of each year of the term of this
12 Agreement, and any other time a person in either position changes. The supervisor(s)
13 shall be physically located in the geographic boundaries of the Service Units and
14 available to the contract manager through the use of telecommunication equipment at
15 all times that CONTRACTOR is providing services under this Agreement. In the event a
16 supervisor is unavailable due to illness or vacation, CONTRACTOR shall designate an
17 acceptable substitute who shall be available and who has the authority to act in the
18 same capacity as the supervisor.

19 **20.3 Contract Manager.**

20 CONTRACTOR shall designate a contract manager and shall provide the name
21 of that person in writing to the City Representative within thirty (30) calendar days of the
22 Effective Date of this Agreement and annually by July 1 of each subsequent agreement
23 year of this Agreement and any other time the person in that position changes. The
24 contract manager shall be available to the City Representative, the City Manager and
25 CITY's Director of Environmental Services through the use of telecommunications
26 equipment at all times that CONTRACTOR is providing services pursuant to this
27 Agreement. The contract manager shall provide CITY with an emergency phone
28 number where the contract manager can be reached outside of normal business hours.

29 **20.4 Administrative Charges.**

30 It shall be the duty of CONTRACTOR to perform services under this Agreement
31 in such a manner as to implement practices, policies and procedures designed to
32 achieve the goals set forth in Section 20.1 above. In the event CONTRACTOR fails to
33 perform the services as set forth in this Agreement, CITY may assess an administrative
34 charge against CONTRACTOR and may deduct such charge from any monies due or
35 which may become due to CONTRACTOR in the following amounts:

List of Administrative Charges		
a.	Failure or neglect to resolve each complaint within the time set forth in this Agreement.	\$500.00 per incident per Service Recipient.
b.	Failure to clean up spillage or litter caused by CONTRACTOR.	\$300.00 per incident per location.
c.	Failure to repair damage to customer property caused by CONTRACTOR or its personnel.	\$500.00 per incident per location.
d.	Failure to maintain equipment in a clean, safe, and sanitary manner.	\$500.00 per incident per Work Day.
e.	Failure to have a vehicle operator properly licensed.	\$500.00 per incident per Work Day.
f.	Failure to maintain office hours as required by this Agreement.	\$500.00 per incident per Work Day.
g.	Failure to maintain or timely submit to CITY all documents and reports required under the provisions of this Agreement.	\$500.00 per incident per Work Day, after notification by CITY.
h.	Failure to properly cover materials in collection vehicles.	\$500.00 per incident.
i.	Failure to display CONTRACTOR's name and CITY's customer service phone number on collection and Street Sweeping vehicles.	\$500.00 per incident per Work Day.
j.	Failure to comply with the hours of operation as required by this Agreement.	\$500.00 per incident per Work Day.
k.	Failure or neglect to complete at least 90 percent of each route on the regular scheduled collection or RSS Service Work Day.	\$1,000.00 for each route not completed.
l.	Changing routes without proper notification to the City Representative.	\$500.00 per incident per Work day.
m.	Commingling of Organic Waste collected inside and outside the City of San Jose prior to weighing.	\$1,000.00 per incident.
n.	Commingling of San Jose waste streams collected or delivered prior to weighing.	\$1,000.00 per incident.
o.	Failure to repair or replace damaged carts within the time required by this Agreement.	\$100.00 per incident per Work Day.
p.	Failure to deliver or exchange carts within the time required by this Agreement.	\$100.00 per incident per Work Day.
q.	Failure to provide adequate primary and alternate capacity to accept and process Organic Waste.	\$1,000.00 per Work Day.
r.	Failure of CONTRACTOR's field personnel to carry photographic identification or wear uniform shirts.	\$100.00 per incident per Work Day.
s.	Disposal of Organic Waste in the Disposal Facility without first obtaining the required permission of CITY.	\$500.00 per occurrence.

t.	Failure to provide required communications equipment.	\$100.00 per incident per Work Day.
u.	Failure to comply with alternate daily cover requirements.	\$1,000 per incident per Work Day.
v.	Incomplete or improper sweeping of a street.	\$50.00 per block (i.e., a cul-de-sac or, for any through street, the part of the street between two consecutive cross streets).
w.	Failure to clean up YT piles in the proper manner.	\$100.00 per incident per Work Day.
x.	Failure to clean and sweep each Street Sweeping dumpsite at the end of each Work Day in the proper manner.	\$1,000 per incident per Work Day.
y.	Failure to deliver any collected materials to the Disposal Facility or CWPf, as appropriate, except as otherwise expressly provided in this Agreement.	\$5,000 first failure \$25,000 each subsequent failure
z.	Delivery to the Disposal Facility of any Sweep Waste collected outside of the Service District boundaries commingled with that collected as part of this Agreement.	\$5,000 first delivery \$25,000 each subsequent delivery
aa.	Emptying Yard Trimmings from a YT Cart onto the ground for purposes of collection.	\$100.00 per incident per Work Day.
bb.	Failure to comply with the provisions of Exhibit 7 (Plans”) in this Agreement.	\$500 per incident per Work Day.
cc.	Failure to meet the minimum diversion requirements for Residential YT (calculated per calendar year).	Shortfall of less than 2%: \$10,000. Shortfall of 2% or more: \$25,000
dd.	Failure to meet the minimum diversion requirements for Neighborhood Clean-Up Services (calculated per calendar year).	Shortfall of less than 5%: \$10,000. Shortfall of 5% or more: \$20,000
ee.	Failure to use biodiesel fuel, compressed natural gas, or an equivalent mutually agreed upon alternative fuel in Recycle Plus vehicle collection fleet.	\$6,000 per month
ff.	Failure to deliver Roll-Off Containers by 8:00 a.m. on the day of a NCU Services event, or as directed by CITY.	\$250.00 per Roll-Off Container per incident.
gg.	Failure to collect PLCs according to schedule, resulting in a call back to service the PLC.	\$100 per incident.

1 **20.5 Procedure for Review of Administrative Charges.**

2 The City Representative may assess administrative charges pursuant to this
3 Article on a monthly basis. If administrative charges are applicable, the City

1 Representative shall issue a written notice to CONTRACTOR (“Notice of Assessment”)
2 of the administrative charges assessed and the basis for each assessment.

3 The administrative charges assessment shall become final unless, within ten (10)
4 calendar days of the date of the Notice of Assessment, CONTRACTOR provides a
5 written request for a meeting with the Director of Environmental Services (“Director”) to
6 present evidence that the assessment should not be made.

7 The City Representative shall schedule a meeting between CONTRACTOR and
8 the Director or the Director’s designee as soon as reasonably possible after timely
9 receipt of CONTRACTOR’s request.

10 The Director or the Director’s designee shall review CONTRACTOR’s evidence
11 and render a decision sustaining or reversing the administrative charges as soon as
12 reasonably possible after the meeting. Written notice of the decision shall be provided
13 to CONTRACTOR.

14 In the event CONTRACTOR does not submit a written request for a meeting
15 within ten (10) calendar days of the date of the Notice of Assessment, the City
16 Representative’s determination shall be final and CITY may deduct the administrative
17 charges from amounts otherwise due to CONTRACTOR.

18 CITY’s assessment or collection of administrative charges shall not prevent CITY
19 from exercising any other right or remedy, including the right to terminate this
20 Agreement, for CONTRACTOR’s failure to perform the work and services in the manner
21 set forth in this Agreement.

22 **20.6 Application of Administrative Charges.**

23 In the determination of the total administrative charges imposed during a
24 calendar year, the administrative charge shall be deemed imposed in the calendar year
25 in which the event giving rise to the administrative charge occurred. However, the
26 administrative charge shall not be deemed effective until the Procedure for Review of
27 Administrative Charges set forth in Section 20.5 has been completed or the time for
28 initiating review has lapsed, whichever occurs later.

ARTICLE 21. DEFAULT OF AGREEMENT

21.1 Termination.

CITY may terminate this Agreement, except as otherwise provided below in this Article, by giving the CONTRACTOR thirty (30) calendar days advance written notice, to be served as provided in Section 25.17, upon the happening of any one of the following events:

21.1.1 CONTRACTOR shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

21.1.2 By order or decree of a Court, CONTRACTOR shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of CONTRACTOR, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any notice of default shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or

21.1.3 By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of CONTRACTOR, and such possession or control shall continue in effect for a period of sixty (60) calendar days; or

21.1.4 CONTRACTOR has defaulted, by failing or refusing to pay in a timely manner the administrative charges or other monies due CITY and said default is not cured within thirty (30) calendar days of receipt of written notice by CITY to do so; or

21.1.5 CONTRACTOR has defaulted by allowing any final judgment for the payment of money to stand against it unsatisfied and said default is not cured within thirty (30) calendar days of receipt of written notice by CITY to do so; or

21.1.6 In the event that the monies due CITY under this Section 21.1 above or an unsatisfied final judgment under this Section 21.1 above is the subject of a judicial proceeding, CONTRACTOR shall not be in default if the sum of money is bonded. All bonds shall be in a form acceptable to the City Attorney; or

21.1.7 CONTRACTOR has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or any of the rules

1 and regulations promulgated by CITY pursuant thereto or has wrongfully failed or
2 refused to comply with the instructions of the City Representative relative thereto
3 and said default is not cured within thirty (30) calendar days of receipt of written
4 notice from CITY to do so, or if by reason of the nature of such default, the same
5 cannot be remedied within thirty (30) calendar days following receipt by
6 CONTRACTOR of written demand from CITY to do so, CONTRACTOR fails to
7 commence the remedy of such default within said thirty (30) calendar days
8 following such written notice or having so commenced shall fail thereafter to
9 continue with diligence the curing thereof (with CONTRACTOR having the
10 burden of proof to demonstrate (a) that the default cannot be cured within thirty
11 (30) calendar days, and (b) that it is proceeding with diligence to cure said
12 default, and such default will be cured within a reasonable period of time).

13 However, notwithstanding anything contained herein to the contrary, for the
14 failure of CONTRACTOR to provide Collection Services for a period of three (3)
15 consecutive Work Days, the CITY may secure CONTRACTOR's records and equipment
16 on the fourth (4th) Work Day in order to provide interim services until such time as the
17 matter is resolved and CONTRACTOR is again able to perform pursuant to this
18 Agreement; provided, however, if CONTRACTOR is unable for any reason or cause to
19 resume performance at the end of thirty (30) calendar days all liability of CITY under this
20 Agreement to CONTRACTOR shall cease and this Agreement may be deemed
21 terminated upon notice by the City Manager. In the event CITY secures
22 CONTRACTOR's equipment in order to provide interim services, ownership of such
23 equipment shall remain with CONTRACTOR and shall not transfer to CITY.

24 **21.2 Violations.**

25 Notwithstanding the foregoing and as supplemental and additional means of
26 termination of this Agreement under this Article, in the event that CONTRACTOR's
27 record of performance shows that CONTRACTOR has frequently, regularly or
28 repetitively defaulted in the performance of any of the covenants and conditions
29 required herein to be kept and performed by CONTRACTOR, in the opinion of the City
30 Manager and regardless of whether CONTRACTOR has corrected each individual
31 condition of default, CONTRACTOR shall be deemed a "habitual violator", shall be
32 deemed to have waived the right to any further notice or grace period to correct, and all
33 of said defaults shall be considered cumulative and collectively shall constitute a
34 condition of irredeemable default. The City Manager shall thereupon issue
35 CONTRACTOR a final warning citing the circumstances therefore, and any single
36 default by CONTRACTOR of whatever nature, subsequent to the occurrence of the last
37 of said cumulative defaults, shall be grounds for immediate termination of the
38 Agreement. In the event of any such subsequent default, the City Manager may
39 terminate this Agreement upon giving of written final notice to CONTRACTOR, such
40 termination to be effective upon the date specified in the City Manager's written notice
41 to CONTRACTOR. Upon such termination, all contractual fees due hereunder plus any
42 and all charges and interest, if any, shall be payable to the date of termination, and

1 CONTRACTOR shall have no further rights hereunder. Immediately upon the specified
2 date in such final notice CONTRACTOR shall cease any further performance of
3 Collection Services, as specified in the City Manager's notice, under this Agreement.

4 **21.3 Effective Date of Termination.**

5 In the event of the aforesaid events specified in Sections 21.1 and 21.2 above,
6 and except as otherwise provided in said Sections, termination shall be effective upon
7 the date specified in the City Manager's written notice to CONTRACTOR and upon said
8 date this Agreement shall be deemed immediately terminated and upon such
9 termination all liability of CITY under this Agreement to CONTRACTOR, other than
10 payment of moneys due, shall cease, and CITY shall have the right to call the
11 Performance Bond and shall be free to negotiate with other contractors for the
12 performance of the services specified in this Agreement. In the event of
13 CONTRACTOR's failure to perform, CONTRACTOR shall reimburse CITY for all direct
14 and indirect costs of providing interim Collection Services.

15 **21.4 Immediate Termination.**

16 CITY may terminate this Agreement immediately upon written notice to
17 CONTRACTOR in the event CONTRACTOR fails to provide and maintain the
18 Performance Bond as required by this Agreement, CONTRACTOR fails to obtain or
19 maintain insurance policies endorsements as required by this Agreement,
20 CONTRACTOR fails to provide the proof of insurance as required by this Agreement, or
21 CONTRACTOR offers or gives any gift prohibited by Chapter 12.08 of the San José
22 Municipal Code.

23 **21.5 Termination Cumulative.**

24 CITY's right to terminate this Agreement is cumulative to any other rights and
25 remedies provided by law or by this Agreement.

1 **ARTICLE 22. NONDISCRIMINATION, WAGE POLICY**

2 **22.1 Nondiscrimination.**

3 In the performance of all work and services under this Agreement,
4 CONTRACTOR shall not discriminate against any person on the basis of such person's
5 race, sex, color, national origin, religion, marital status, sexual orientation, or disability.
6 CONTRACTOR shall comply with all applicable local, state and federal laws and
7 regulations regarding nondiscrimination, including those prohibiting discrimination in
8 employment.

9 **22.2 Wage Policy.**

10 CONTRACTOR shall pay, and ensure its subcontractors to pay, those employees
11 performing work related to this Agreement those specified wage rates as set forth in
12 Exhibit 17 ("Wage Policy") and shall meet the documentation and reporting
13 requirements set forth therein.

1 agrees, at CONTRACTOR's expense, after written notice from the City Attorney, to
2 defend any action against CITY that falls within the scope of this indemnity, or CITY, at
3 CITY's option, may elect not to tender such defense and may elect instead to secure its
4 own attorneys to defend any such action and the reasonable costs and expenses of
5 such attorneys incurred in defending such action shall be payable by CONTRACTOR.
6 Additionally, if CONTRACTOR, after receipt of written notice from CITY, fails to make
7 any payment due under this Agreement to CITY, CONTRACTOR shall pay any
8 reasonable attorneys' fees or costs incurred by CITY in securing any such payment from
9 CONTRACTOR. Payment of any amount due pursuant to the foregoing indemnity shall,
10 after receipt of written notice by CONTRACTOR from CITY that such amount is due, be
11 made by CONTRACTOR prior to CITY being required to pay same, or in the alternative,
12 CITY, at CITY's option, may make payment of an amount so due and CONTRACTOR
13 shall promptly reimburse CITY for same.

14 **23.5 Consideration.**

15 It is specifically understood and agreed that the consideration inuring to
16 CONTRACTOR for the execution of this Agreement includes the promises, payments,
17 covenants, rights and responsibilities contained in this Agreement.

18 **23.6 Obligation.**

19 The execution of this Agreement by CONTRACTOR shall obligate
20 CONTRACTOR to comply with the foregoing indemnification provision; however, the
21 collateral obligation of providing insurance must also be complied with as set forth in
22 Article 24 ("Insurance").

23 **23.7 Subcontractors.**

24 CONTRACTOR shall require all subcontractors to enter into a contract containing
25 the provisions set forth in Section 23.4 in which contract the subcontractor fully
26 indemnifies CITY in accordance with this Article.

27 **23.8 Exception.**

28 Notwithstanding Section 23.4 above, CONTRACTOR's obligation to indemnify,
29 hold harmless and defend CITY, its officers and employees shall not extend to any loss,
30 liability, penalty, complaint, damage, action or suit arising or resulting from acts or
31 omissions constituting willful misconduct or gross negligence on the part of CITY, its
32 officers or employees.

33 **23.9 Damage by CONTRACTOR.**

34 If CONTRACTOR's employees or subcontractors cause any injury, damage or
35 loss to CITY property, including but not limited to CITY streets or curbs (excepting
36 normal wear and tear), CONTRACTOR shall reimburse CITY for CITY's cost of
37 repairing such injury, damage or loss. Such reimbursement is not in derogation of any
38 right of CITY to be indemnified by CONTRACTOR for any such injury, damage or loss.

RD:RLT

4/28/11

- 1 With the prior written approval of CITY's Director of Environmental Services,
- 2 CONTRACTOR may repair the damage at CONTRACTOR's sole cost and expense.

1 **ARTICLE 24. INSURANCE**

2 **24.1 Insurance Policies.**

3 CONTRACTOR shall secure and maintain throughout the term of this Agreement
4 insurance against claims for injuries to persons or damages to property which may arise
5 from or in connection with CONTRACTOR's performance of work or services under this
6 Agreement. CONTRACTOR's performance of work or services shall include
7 performance by CONTRACTOR's employees, agents, representatives and
8 subcontractors.

9 **24.2 Minimum Scope of Insurance.**

10 There shall be no endorsement reducing the scope of the coverage required
11 below unless approved by the CITY's Risk Manager. Insurance coverage shall be at
12 least as broad as:

13 24.2.1 The coverage provided by Insurance Office Commercial General
14 Liability coverage ("occurrence" form CG 0001); and

15 24.2.2 The coverage provided by Insurance Services Office Form No. CA
16 0001 covering Automobile Liability. Coverage shall be included for all owned,
17 non-owned and hired automobiles; and

18 24.2.3 Workers' Compensation insurance as required by the California Labor
19 Code and Employers Liability Insurance; and

20 24.2.4 Hazardous Waste and Environmental Impairment Liability Insurance.

21 **24.3 Minimum Limits of Insurance.**

22 CONTRACTOR shall maintain insurance limits no less than:

23 24.3.1 Commercial General Liability: \$3,000,000 combined single limit per
24 occurrence for bodily injury, personal injury and property damage. If Commercial
25 General Liability Insurance or other form with a general aggregate limit is used,
26 either the general aggregate limit shall apply separately to this Agreement or the
27 general aggregate limit shall be \$5,000,000; and

28 24.3.2 Automobile Liability: \$3,000,000 combined single limit per accident for
29 bodily injury and property damage; and

30 24.3.3 Worker's Compensation and Employers Liability: Worker's
31 Compensation limits as required by the California Labor Code and Employers
32 Liability limits of \$3,000,000 per accident; and

33 24.3.4 Hazardous Waste and Environmental Impairment Liability: \$3,000,000
34 per occurrence.

1 **24.4 Deductibles and Self-Insured Retention.**

2 Any deductibles or self-insured retention must be declared to, and approved by,
3 CITY's Risk Manager. At the option of CITY, either: the insurer shall reduce or eliminate
4 such deductibles or self-insured retention as respects CITY, its officers, employees,
5 agents and contractors; or CONTRACTOR shall procure a bond guaranteeing payment
6 of losses and related investigations, claim administration and defense expenses in an
7 amount specified by CITY's Risk Manager.

8 **24.5 Endorsements.**

9 The policies are to contain, or be endorsed to contain, the following provisions:

10 24.5.1 General Liability and Automobile Liability Coverage.

11 24.5.1.1 The City of San José, its officers, employees, agents and
12 contractors are to be covered as additional insureds as respects:
13 Liability arising out of activities performed by, or on behalf of,
14 CONTRACTOR; products and completed operations of
15 CONTRACTOR; premises owned, leased or used by CONTRACTOR;
16 and automobiles owned, leased, hired or borrowed by CONTRACTOR.
17 The coverage shall contain no special limitations on the scope of
18 protection afforded to CITY, its officers, employees, agents and
19 contractors.

20 24.5.1.2 CONTRACTOR's insurance coverage shall be primary
21 insurance as respects CITY, its officers, employees, agents and
22 contractors. Any insurance or self-insurance maintained by CITY, its
23 officers, employees, agents or contractors shall be in excess of
24 CONTRACTOR's insurance and shall not contribute with it.

25 24.5.1.3 Any failure to comply with reporting provisions of the
26 policies shall not affect coverage provided to CITY, its officers,
27 employees, agents, or contractors.

28 24.5.1.4 Coverage shall state that CONTRACTOR's insurance
29 shall apply separately to each insured against whom claim is made or
30 suit is brought, except with respect to the limits of the insurer's liability.

31 24.5.1.5 Coverage shall contain a waiver of subrogation in favor of
32 CITY, its officials, employees, agents and contractors.

33 24.5.2 Workers' Compensation and Employers' Liability.

34 Coverage shall contain waiver of subrogation in favor of the City of San
35 Jose, its officers, employees, agents and contractors

1 24.5.3 All Coverages.

2 Each insurance policy required by this Agreement shall be endorsed to
3 state that coverage shall not be suspended, voided, canceled, or reduced in
4 limits except after thirty (30) days prior written notice has been given to CITY's
5 Risk Manager, except that ten (10) days prior written notice shall be required in
6 the event of cancellation for non-payment of premium.

7 **24.6 Acceptability of Insurers.**

8 Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

9 **24.7 Verification of Coverage.**

10 CONTRACTOR shall furnish CITY with certificates of insurance and with original
11 endorsements affecting coverage required by this Agreement. The certificates and
12 endorsement for each insurance policy are to be signed by a person authorized by that
13 insurer to bind coverage on its behalf. CONTRACTOR shall furnish CITY with a new
14 certificate of insurance and endorsements on each renewal of coverage or change of
15 insurers.

16 Proof of insurance shall be either emailed in pdf format to:
17 Riskmgmt@sanjoseca.gov, or mailed to the following postal address (or any subsequent
18 email or postal address as may be directed in writing by the Risk Manager):

19 City of San Jose – Human Resources
20 Risk Management
21 200 East Santa Clara Street, 2nd Floor Wing
22 San Jose, California 95113-1905

23 **24.8 Subcontractors.**

24 CONTRACTOR shall include all subcontractors as insureds under its policies or
25 shall obtain separate certificates and endorsements for each subcontractor.

26 **24.9 Modification of Insurance Requirements.**

27 The insurance requirements provided in this Agreement may be modified or
28 waived by CITY's Risk Manager, in writing, upon the request of CONTRACTOR if the
29 CITY's Risk Manager determines such modification or waiver is in the best interest of
30 CITY considering all relevant factors, including exposure to CITY.

31 **24.10 Rights of Subrogation.**

32 All required insurance policies shall preclude any underwriter's rights of recovery
33 or subrogation against CITY with the express intention of the parties being that the
34 required insurance coverage protects both parties as the primary coverage for any and
35 all losses covered by the above-described insurance. CONTRACTOR shall ensure that
36 any companies issuing insurance to cover the requirements contained in this Agreement
37 agree that they shall have no recourse against CITY for payment or assessments in any
38 form on any policy of insurance. The clauses "Other Insurance Provisions" and "Insured

RD:RLT

4/28/11

- 1 Duties in the Event of an Occurrence, Claim or Suit” as it appears in any policy of
- 2 insurance in which CITY is named as an additional insured shall not apply to CITY.

1 **ARTICLE 25. MISCELLANEOUS PROVISIONS**

2 **25.1 Modifications.**

3 CITY shall have the power to make changes in this Agreement as the result of
4 changes in law, changes in the City of San José Municipal Code, or both, to impose
5 new rules and regulations on CONTRACTOR under this Agreement relative to the
6 scope and methods of providing Collection Services as shall from time-to-time be
7 necessary and desirable for the public welfare. CITY shall give CONTRACTOR notice
8 of any proposed change and an opportunity to be heard concerning those matters. The
9 scope and method of providing Collection Services as referenced herein shall also be
10 liberally construed to include, but is not limited to the manner, procedures, operations
11 and obligations, financial or otherwise, of CONTRACTOR.

12 **25.2 Change in Law.**

13 CITY and CONTRACTOR understand and agree that the California Legislature
14 has the authority to make comprehensive changes in Solid Waste Management
15 legislation and that these and other changes in law in the future which mandate certain
16 actions or programs for counties or municipalities may require changes or modifications
17 in some of the terms, conditions or obligations under this Agreement. CONTRACTOR
18 agrees that the terms and provisions of the City of San José Municipal Code, as it now
19 exists or as it may be amended in the future, shall apply to all of the provisions of this
20 Agreement and the Service Recipients of the CONTRACTOR located within the Service
21 District. In the event any future change in the San José Municipal Code materially
22 alters the obligations of CONTRACTOR, then the affected service rates, as established
23 in Exhibit 1 ("Compensation") of this Agreement shall be adjusted. Nothing contained in
24 this Agreement shall require any party to perform any act or function contrary to law.
25 CITY and CONTRACTOR agree to enter into good faith negotiations regarding
26 modifications to this Agreement which may be required in order to implement changes
27 in the interest of the public welfare or due to change in law. When such modifications
28 are made to this Agreement, CITY and CONTRACTOR shall negotiate in good faith, a
29 reasonable and appropriate compensation adjustment for any increase or decrease in
30 the services or other obligations required of CONTRACTOR due to any modification in
31 the Agreement under this Article. CITY and CONTRACTOR shall not unreasonably
32 withhold agreement to such compensation adjustment.

33 **25.3 Exempt Waste.**

34 CONTRACTOR shall not be required to collect Exempt Waste, but may offer
35 such services to Service Recipients. Collection and disposal of Exempt Waste is not
36 regulated under this Agreement, but if provided by CONTRACTOR shall be in strict
37 compliance with all federal, state and local laws and regulations.

1 **25.4 Independent Contractor.**

2 In the performance of services pursuant to this Agreement, CONTRACTOR shall
3 be an independent contractor and not an officer, agent, servant or employee of CITY.
4 CONTRACTOR shall have exclusive control of the details of the services and work
5 performed and over all persons performing such services and work. CONTRACTOR
6 shall be solely responsible for the acts and omissions of its officers, agents, employees,
7 contractors and subcontractors, if any. Neither CONTRACTOR nor its officers,
8 employees, agents, contractors or subcontractors shall obtain any right to retirement
9 benefits, Workers' Compensation benefits, or any other benefits which accrue to CITY
10 employees and CONTRACTOR expressly waives any claim it may have or acquire to
11 such benefits.

12 **25.5 Law To Govern.**

13 The law of the State of California shall govern the rights, obligations, duties and
14 liabilities of CITY and CONTRACTOR under this Agreement and shall govern the
15 interpretation of this Agreement.

16 **25.6 Venue.**

17 Any litigation between CITY and CONTRACTOR concerning or arising out of this
18 Agreement shall be filed and maintained exclusively in the Superior Courts of Santa
19 Clara County, State of California, or in the United States District Court for the Northern
20 District of California to the fullest extent permissible by law. Each party consents to
21 service of process in any manner authorized by California law.

22 **25.7 Assignment.**

23 No assignment of this Agreement or any right occurring under this Agreement
24 shall be made in whole or in part by CONTRACTOR without the express written consent
25 of the Director of Environmental Services. CITY shall have full discretion to approve or
26 deny, with or without cause, any proposed or actual assignment by CONTRACTOR.
27 Any assignment of this Agreement made by CONTRACTOR without the express written
28 consent of the Director shall be null and void and shall be grounds for CITY to declare a
29 default of this Agreement and immediately terminate this Agreement by giving written
30 notice to CONTRACTOR, and upon the date of such notice this Agreement shall be
31 deemed immediately terminated, and upon such termination all liability of CITY under
32 this Agreement to CONTRACTOR, other than the payment of moneys due as of the
33 date of termination, shall cease, and CITY shall have the right to call the Performance
34 Bond and shall be free to negotiate with other contractors, CONTRACTOR, or any other
35 person or company for the service which is the subject of this Agreement. In the event
36 of any assignment, the assignee shall fully assume all the liabilities of CONTRACTOR.

37 **25.8 Subcontractors.**

38 The use of a subcontractor to perform services under this Agreement shall not
39 constitute delegation of CONTRACTOR's duties provided that CONTRACTOR has

1 received prior written authorization from the Director of Environmental Services to
2 subcontract such services and the Director has approved a subcontractor who will
3 perform such services. CONTRACTOR shall be responsible for directing the work of
4 CONTRACTOR's subcontractors and any compensation due or payable to
5 CONTRACTOR's subcontractor shall be the sole responsibility of CONTRACTOR. The
6 Director shall have the right to require the removal of any approved subcontractor for
7 reasonable cause. The subcontractors listed in Exhibit 9 ("Approved Subcontractors")
8 to this Agreement, are hereby approved by CITY as to the scope of work specified in
9 Exhibit 9 for each subcontractor. Additional subcontractors may be used upon written
10 approval of the Director in accordance with this Section 25.8.

11 **25.9 Compliance with Laws.**

12 In the performance of this Agreement, CONTRACTOR shall comply with all
13 applicable laws, regulations, ordinances and codes of the federal, state and local
14 governments, including without limitation the Charter of the City of San Jose and the
15 San Jose Municipal Code.

16 **25.10 Amendments To Municipal Code.**

17 CITY shall provide written notice to CONTRACTOR of any planned amendment
18 to Chapter 9.10 of the San Jose Municipal Code that would substantially affect the
19 performance of CONTRACTOR's services pursuant to this Agreement. Except where
20 such amendment is adopted as an urgency measure, such notice shall be provided at
21 least thirty (30) days prior to the City Council's approval of such an amendment.

22 **25.11 Permits and Licenses.**

23 CONTRACTOR shall obtain, at its own expense, all permits and licenses
24 required by law or ordinance and maintain same in full force and effect throughout the
25 term of this Agreement. CONTRACTOR shall provide proof of such permits, licenses or
26 approvals and shall demonstrate compliance with the terms and conditions of such
27 permits, licenses and approvals upon the request of the City Representative.

28 **25.12 Ownership of Written Materials.**

29 All reports, documents, brochures, public education materials, and other written,
30 printed, electronic or photographic materials developed by CITY or CONTRACTOR in
31 connection with the services to be performed under this Agreement or in connection
32 with the Recycle Plus Program, whether developed directly or indirectly by CITY or
33 CONTRACTOR, shall be and shall remain the property of CITY without limitation or
34 restrictions on the use of such materials by CITY. CONTRACTOR shall not use such
35 materials in connection with any project not connected with this Agreement without the
36 prior written consent of the City Representative. This Section 25.12 does not apply to
37 ideas or concepts described in such materials and do not apply to the format of such
38 materials.

1 **25.13 Waiver.**

2 The waiver by CITY or CONTRACTOR of any breach for violation of any term
3 covenant or condition of this Agreement shall not be deemed to be a waiver of any other
4 term, covenant or condition or any subsequent breach or violation of the same or of any
5 other term, covenant or condition. The subsequent acceptance by CITY of any fee, tax,
6 or any other monies which may become due from CONTRACTOR to CITY shall not be
7 deemed to be a waiver by CITY of any breach for violation of any term, covenant or
8 condition of this Agreement.

9 **25.14 Prohibition Against Gifts.**

10 CONTRACTOR represents that CONTRACTOR is familiar with CITY's prohibition
11 against the acceptance of any gift by a CITY officer or employee, which prohibition is
12 found in Chapter 12.08 of the San José Municipal Code. CONTRACTOR shall not offer
13 any CITY officer or employee any gift prohibited by said Chapter. The offer or giving of
14 any gift prohibited by Chapter 12.08 shall constitute a material breach of this Agreement
15 and, in addition to any other remedy CITY may have in law or in equity, CITY may
16 terminate this Agreement for such breach as provided in Section 21.4 of this Agreement.

17 **25.15 Disqualification Of Former Employees.**

18 CONTRACTOR represents that CONTRACTOR is familiar with the provisions of
19 Chapter 12.10 of the San José Municipal Code relating to the disqualification of former
20 officers and employees of CITY in matters that are connected with former duties or
21 official responsibilities (the "Revolving Door Ordinance"). CONTRACTOR shall not
22 utilize, either directly or indirectly, any officer, employee, or agent of CONTRACTOR to
23 perform services under this Agreement, if in the performance of such services the
24 officer, employee or agent would be in violation of the Revolving Door Ordinance.

25 **25.16 Point Of Contact.**

26 The day-to-day dealings between CONTRACTOR and CITY with respect to this
27 Agreement shall be between CONTRACTOR's General Manager and the City
28 Representative.

29 **25.17 Notices.**

30 Except as otherwise provided in this Agreement, whenever either party desires to
31 give notice to the other, the notice must be in writing and given as provided in this
32 Section 25.17. For the present, the parties designate the following as the respective
33 persons and places for giving of notice:

34 To CITY:

35 Director
36 Department of Environmental Services
37 200 East Santa Clara Street, 10th Floor
38 San Jose, CA 95113

1 With a copy to:
2 City Representative
3 Recycle Plus Program
4 Department of Environmental Services
5 200 East Santa Clara Street, 10th Floor
6 San Jose, CA 95113

7 To CONTRACTOR:
8 Frank Weigel
9 Chief Operating Officer
10 GreenWaste Recovery, Inc.
11 1500 Berger Drive
12 San José, CA 95112

13 Notices shall be effective when deposited in the U.S. mail, postage prepaid, or
14 when personally delivered to the address specified above or to such other address as
15 designated by a party by providing written notice of a change in address. Notice may
16 also be sent by electronic mail and shall be effective when received, provided that
17 electronic mail received after 4:30 p.m. or on weekends or holidays, will be deemed
18 received on the next Work Day. The original of items that are transmitted by electronic
19 mail must also be mailed or personally delivered as provided above within three (3)
20 Work Days of the electronic mail transmission.

21 **25.18 Transition to Third Party Billing**

22 If a third party agent assumes responsibility for billing, customer service, and remittance
23 processing on behalf of the CITY, CONTRACTOR agrees to:

- 24 ▪ Provide service data updates and information to the billing contractor;
- 25 ▪ Amend Article 15 (“Customer Service”) and Exhibit 13 (“Contractor Electronic
26 Interface Requirements”) to reflect requirements of the CITY’s or its agent’s
27 billing system,
- 28 ▪ Provide the CITY with read only access to CONTRACTOR’s customer
29 information system; and
- 30 ▪ Participate in the development of a reconciliation process to resolve data
31 discrepancy issues, which may include documentation that is presented by
32 the disputing parties for a final determination by the CITY.

33 **25.19 Transition to Next Contractor.**

34 In the event CONTRACTOR is not awarded an agreement to continue to provide
35 Collection Services following the expiration or early termination of this Agreement,
36 CONTRACTOR shall cooperate fully with CITY and any subsequent contractor(s) to
37 assure a smooth transition of services described in this Agreement. Such cooperation
38 shall include but not be limited to transfer of computer data, files and tapes; providing
39 routing information, route maps, vehicle fleet information, and list of Service Recipients;

1 providing applicable detailed customer information, including but not limited to Service
2 Unit, account and billing information; not less than one hundred twenty (120) calendar
3 days prior to the termination of this Agreement, providing a list of workers who will be
4 displaced by the transfer of services to a successor contractor; making employees
5 reasonably available for interviews and training by the new contractor as long as the
6 request does not exceed the 45-hour per week restriction in the bargaining agreement,
7 if applicable; providing a complete inventory of all carts and bins; providing adequate
8 labor and equipment to complete performance of all Collection Services required under
9 this Agreement; taking all actions necessary to transfer ownership of Yard Trimmings
10 Carts, as appropriate, to CITY; including transporting such containers to a location
11 designated by the City Representative; removing CONTRACTOR-owned and customer
12 containers in accordance with a schedule approved by the CITY; coordinating collection
13 of materials set out in new containers if new containers are provided for a subsequent
14 Agreement; and providing other reports and data required by this Agreement.

15 **25.20 Use of Recycled Products.**

16 For services rendered pursuant to this Agreement, CONTRACTOR shall use
17 recycled paper for all printed material such as brochures, reports, studies, and
18 promotional literature, that exceeds ten (10) pages, or if the cumulative total number of
19 pages per document or printed material times the number of copies made is in excess
20 of ten (10) pages.

21 For the purposes of this Section, "recycled paper" means a paper or wood pulp
22 product with not less than fifty percent (50%) off its total weight consisting of secondary
23 and postconsumer waste and with not less than thirty percent (30%) of its total weight
24 consisting of postconsumer waste. "Postconsumer waste" means a finished material
25 that would normally be disposed of as a solid waste, having completed its life cycle as a
26 consumer item. "Secondary waste" means fragments of products or finished products
27 of a manufacturing process that has converted a virgin resource into a commodity of
28 real economic value and includes postconsumer waste but does not include fibrous
29 waste generated during the manufacturing process such as fibers recovered from waste
30 water or trimmings of paper machine rolls (mill broke), wood slabs, chips, sawdust, or
31 other wood residue from a manufacturing process.

32 CONTRACTOR may request an exemption from the requirements of this Section
33 by submitting such request in writing to CITY's Director of Environmental Services.
34 Such a request may be approved or denied, in whole or in part, at said Director's sole
35 discretion. CONTRACTOR shall not use, in the performance of services under this
36 Agreement, any product or material that does not meet the standards set forth above
37 without the prior written approval of said Director.

38 **25.21 Entire Agreement.**

39 This Agreement and the Exhibits attached hereto constitute the entire Agreement
40 and understanding between the parties hereto, and this Agreement shall not be

1 considered modified, altered, changed or amended in any respect unless in writing and
2 signed by the parties hereto. This Agreement incorporates and includes all prior
3 negotiations, correspondence, conversations, agreements and understandings
4 applicable to the matters contained in this Agreement and the parties agree that there
5 are no commitments, agreements or understandings concerning the subject matter of
6 this Agreement that are not contained in this document. Accordingly, it is agreed that no
7 deviation from the terms of this Agreement shall be predicated upon any prior
8 representations or agreements, whether oral or written.

9 **25.22 Severability.**

10 If any provision of this Agreement or the application of it to any person or
11 situation shall to any extent be held invalid or unenforceable, the remainder of this
12 Agreement and the application of such provisions to persons or situations other than
13 those as to which it shall have been held invalid or unenforceable, shall not be affected,
14 shall continue in full force and effect, and shall be enforced to the fullest extent
15 permitted by law.

16 **25.23 Right to Require Performance.**

17 The failure of CITY at any time to require performance by CONTRACTOR of any
18 provision hereof shall in no way affect the right of CITY thereafter to enforce same. Nor
19 shall waiver by CITY of any breach of any provision hereof be taken or held to be a
20 waiver of any succeeding breach of such provision or as a waiver of any provision itself.

21 **25.24 Headings.**

22 Headings in this document are for convenience of reference only and are not to
23 be considered in any interpretation of this Agreement.

1 **25.25 Exhibits.**

2 Each Exhibit referred to in this Agreement forms an essential part of this
3 Agreement. Each such Exhibit is a part of this Agreement and each is incorporated by
4 this reference.

5 **IN WITNESS WHEREOF**, CITY and CONTRACTOR have executed this Agreement on the
6 respective date(s) below each signature.

APPROVED AS TO FORM

CITY OF SAN JOSE, a municipal corporation

ROSA TSONGTAATARII
Deputy City Attorney

By:

DEBRA FIGONE
City Manager

Date:

GREENWASTE RECOVERY, INC., a California
corporation

By:

FRANK WEIGEL
Chief Operating Officer

Date:

EXHIBIT 1A.

COMPENSATION

Beginning for services performed in July 2010, CITY shall compensate CONTRACTOR for services performed in accordance with this Agreement at the following rates:

A. BASE SERVICE RATES FOR YT AND RSS		
1.	SFD On-Street Yard Trimmings Collection District A District B District C	\$ 5.24 /Service Unit/Month \$ 6.16 /Service Unit/Month \$ 9.57 /Service Unit/Month
2.	Cart Yard Trimmings Collection District A District B District C	\$ 8.78 /Cart/Month \$ 9.70 /Cart/Month \$ 14.36 /Cart/Month
3.	MFD On-Street Yard Trimmings Collection District A District B District C	\$ 21.43 /Complex/Month \$ 25.73 /Complex/Month \$ 26.61 /Complex/Month
4.	Large Civic Collection & Pruning Districts A and B District C	\$ 81.02 /Ton \$ 100.53 /Ton
5.	Monthly Street Sweeping Districts A and B District C	\$ 37.46 /Curb Mile/Month \$ 62.61 /Curb Mile/Month
6.	Signed Street Sweeping Service (SSSS) Districts A and B District C	\$ 71.48 /Signed Curb Mile \$ 70.97 /Signed Curb Mile
B. ADDITIONAL SERVICE RATES FOR YT AND RSS		
1.	SFD Subscription On-Premises Cart Collection ⁽¹⁾ District A District B District C	\$ 4.36 /Cart/Month \$ 3.44 /Cart/Month \$ 5.42 /Cart/Month
2.	Excess Cart Exchanges Districts A and B District C	\$ 18.02 /Occurrence \$ 22.37 /Occurrence
3.	Delivery of Home Composting Bins Districts A and B District C	\$ 18.02 /Occurrence \$ 22.37 /Occurrence
4.	Emergency Street Sweeping up to 4 hrs. Districts A and B District C	\$ 481.13 /Sweeper \$ 596.60 /Sweeper

EXHIBIT 1A.
COMPENSATION

5.	Emergency Street Sweeping over 4 hrs. Districts A and B District C	\$ 102.22 /Sweeper/Hour \$126.77 /Sweeper/Hour
6.	Posting & Removal of Temporary Signs for Enhanced Sweep ("ESS") Districts A and B District C	\$ 138.29 /Curb Mile \$ 171.53 /Curb Mile
7.	Posting & Removal of Temporary Signs for Tow-Enhanced Sweep ("TESS") District C	\$ 1,017.43 /Curb Mile

(1) This rate will be added to line A.2 of the Base Service Rate for each Service Unit receiving On-Premises Cart Collection Service

C. MULTI-FAMILY DWELLING PER TON RATE FOR COMPOSTABLE PROCESSING

Time Period	> 70% Diversion	< 69.9% Diversion
July 1, 2010 – June 30, 2011	\$70.18	\$68.90
July 1, 2011 – June 30, 2012	\$77.20	\$75.80
July 1, 2012 – June 30, 2013	\$77.20 ⁽²⁾	\$75.80 ⁽²⁾

(2) These rates shall be adjusted by the RRI index that is effective July 1, 2012.

D. NEIGHBORHOOD CLEAN-UP RATES

One 50 Bin Event Per Weekend		Cost Per Container
1.	10 CY Container (Rock Box)	\$ 389.73
2.	40 CY Container	\$ 371.39
3.	E-Waste Collection – Flat Bed Truck	\$ 389.73

E. EMERGENCY SERVICE RATES

1.	Driver/Operator	\$ 84.04 /Hour
2.	Rear Loader – Peterbilt with Heil Body	\$ 38.39 /Hour
3.	Claw Tractor – Caterpillar 914	\$ 33.11 /Hour
4.	10 CY Containers	\$ 481.43 /Bin
5.	40 CY Containers	\$ 458.50 /Bin
6.	E-Waste Collection – Flat Bed Truck	\$ 458.50 /Truck

EXHIBIT 1B.

COMPENSATION

For services performed upon execution of this agreement, CITY shall compensate CONTRACTOR for services performed in accordance with this Agreement at the following rates:

A. BASE SERVICE RATES FOR YT AND RSS		
1.	SFD On-Street Yard Trimmings Collection	\$ 6.86 /Service Unit/Month
2.	Cart Yard Trimmings Collection	\$ 10.75 /Cart/Month
3.	MFD On-Street Yard Trimmings Collection	\$ 24.29 /Complex/Month
4.	Large Civic Collection & Pruning	\$ 88.43 /Ton
5.	Monthly Street Sweeping	\$ 47.03 /Curb Mile/Month
6.	Signed Street Sweeping Service (SSSS)	\$ 71.38 /Signed Curb Mile
B. ADDITIONAL SERVICE RATES FOR YT AND RSS		
1.	SFD Subscription On-Premises Cart Collection ⁽¹⁾	\$ 4.52 /Cart/Month
2.	Excess Cart Exchanges ⁽²⁾ Districts A and B District C	\$ 18.02 /Occurrence \$ 22.37 /Occurrence
3.	Delivery of Home Composting Bins Districts A and B District C	\$ 18.02 /Occurrence \$ 22.37 /Occurrence
4.	Weekly Citywide Containerized YT Collection (up to 2 carts) 8-Year Agreement Term Rate 10-Year Agreement Term Rate 12-Year Agreement Term Rate 15-Year Agreement Term Rate	\$ 9.69 /Service Unit/Month \$ 9.35 /Service Unit/Month \$ 9.10 /Service Unit/Month \$ 8.99 /Service Unit/Month
5.	Emergency Street Sweeping up to 4 hrs. Districts A and B District C	\$ 481.13 /Sweeper \$ 596.60 /Sweeper
6.	Emergency Street Sweeping over 4 hrs. Districts A and B District C	\$ 102.22 /Sweeper/Hour \$ 126.77 /Sweeper/Hour
7.	Posting & Removal of Temporary Signs for Enhanced Sweep ("ESS")	\$ 146.62 /Curb Mile
8.	Posting & Removal of Temporary Signs for Enhanced Sweep with Contractor Provided A-Frame ("CPA")	\$ 255.00 /Curb Mile
9.	Posting & Removal of Temporary Signs for Tow Enhanced Sweep ("TESS")	\$ 760.00 /Curb Mile
10.	Hard-to-Serve Premises ⁽³⁾	\$ TBD /Service Unit/Month

(1) This rate will be added to line A.2 of the Base Service Rate for each Service Unit receiving On-Premises Cart Collection Service

(2) CONTRACTOR acknowledges that it will not be compensated for (a) Customer initiated YT cart exchanges in District A between 0.149% and 2.315% of the average number of households in a fiscal year, (b) Customer initiated YT cart exchanges in District B between 0.125% and 2.477% of the average number of households in

EXHIBIT 1B.

COMPENSATION

a fiscal year, and (c) Customer initiated YT cart exchanges in District C between 0.286% and 3.148% of the average number of households in a fiscal year. YT cart exchanges below or above these ranges shall be compensated by the CITY in the June invoice. Cart exchange counts shall be rounded to the nearest whole number. Yard Trimmings Cart exchange examples for Districts A, B, and C are set forth at the end of this Exhibit.

- (3) CONTRACTOR will cooperate with the CITY if it chooses to implement a hard-to-serve rate for existing customers or customers located in new developments. This may include assisting the CITY in the identification of hard-to-serve areas and negotiating with the CITY in good faith to arrive at an appropriate rate for said units.

C. MULTI-FAMILY DWELLING PER TON RATE FOR COMPOSTABLE PROCESSING

Time Period	> 70% Diversion	< 69.9% Diversion
July 1, 2010 – June 30, 2011	\$ 70.18	\$ 68.90
July 1, 2011 – June 30, 2012	\$ 77.20	\$ 75.80
July 1, 2012 – June 30, 2013	\$ 77.20 ⁽⁴⁾	\$ 75.80 ⁽⁴⁾

(4) These rates shall be adjusted by the RRI index that is effective July 1, 2012.

D. SINGLE-FAMILY DWELLING RATES FOR COMPOSTABLE PROCESSING ⁽⁵⁾

Tons Per Day	> 70% Diversion	< 69.9% Diversion
100 to 150	\$ 75.00	\$ 73.70
151 to 580 ⁽⁶⁾	\$ 79.90	\$ 78.52

(5) Both parties agree to a six-month ramp-up period to achieve CONTRACTOR's minimum diversion rate as stated in Section 9.4 of the Agreement. Recognizing this, CONTRACTOR shall be compensated at the level for SFD RSW Diversion rate of 70% or greater for the first six months of this service.

(6) To obtain the pricing for 151-580 tons per day, CITY commits to a minimum of fifteen (15) years processing with CONTRACTOR contingent upon Council approval and at an incremental volume mutually agreed upon.

E. NEIGHBORHOOD CLEAN-UP RATES

One 50 Bin Event Per Weekend		Cost Per Container
1.	10 CY Container (Rock Box)	\$ 389.73
2.	40 CY Container	\$ 371.39
3.	E-Waste Collection – Flat Bed Truck	\$ 389.73
One 88 Bin Event Per Weekend (2 yr cycle) or One 136 Bin Event Per Weekend (1 yr cycle)		
1.	10 CY Container (Rock Box)	\$ 435.58
2.	40 CY Container	\$ 430.99
3.	E-Waste Collection – Flat Bed Truck	\$ 435.58

F. PUBLIC LITTER CONTAINER ADDITIONAL COLLECTION SERVICE RATE

Additional PLC Collection	\$ 2.10 /Collection
---------------------------	---------------------

EXHIBIT 1B.
COMPENSATION

G. CITY FACILITY PER TON RATE FOR COMPOSTABLE PROCESSING

	> 70% Diversion	< 69.9% Diversion
City Facility and Third Party Manager Solid Waste	\$ 67.43	\$ 66.08
Source-separated Compostable Waste	\$ 61.86	n/a

H. EMERGENCY SERVICE RATES

1.	Driver/Operator	\$ 84.04 /Hour
2.	Rear Loader – Peterbilt with Heil Body	\$ 38.39 /Hour
3.	Claw Tractor – Caterpillar 914	\$ 33.11 /Hour
4.	10 CY Containers	\$ 481.43 /Bin
5.	40 CY Containers	\$ 458.50 /Bin
6.	E-Waste Collection – Flat Bed Truck	\$ 458.50 /Truck

I. EXTENDED AMORTIZATION SAVINGS

Upon execution of this Agreement, CONTRACTOR shall remit to the CITY Six-Hundred Thousand Dollars (\$600,000) in consideration for the savings realized by an extended Agreement term through June 30, 2021. Should CONTRACTOR fail to remit the \$600,000 cash payment within 30 days of Agreement execution, CITY shall deduct this amount from the CONTRACTOR's next monthly invoice payment.

J. FOREGONE RATE ADJUSTMENT FOR COLLECTION SERVICES

In accordance with the terms set forth in Section 19.6 of the Agreement, the CITY may deduct up to \$600,000 in twelve (12) equal monthly installments of up to \$50,000 beginning July 2015 through June 2016.

The examples below calculate two scenarios. In Example 1, CONTRACTOR does not owe the CITY any additional savings because the aggregate value of the RRI adjustment is greater than \$600,000. In Example 2, CONTRACTOR owes the CITY \$153,000 because the aggregate value of the RRI adjustment is less than \$600,000.

Example 1: the deduction would not apply

Fiscal Year	RRI	Contract Value with RRI	Contract Value without RRI	Aggregate Value of RRI	CONTRACTOR pays CITY
07/01/14-06/30/15		29,794,000			
07/01/15-06/30/16	3.00%	30,688,000	29,794,000	894,000	0

Example 2: the deduction would apply

Fiscal Year	RRI	Contract Value with RRI	Contract Value without RRI	Aggregate Value of RRI	CONTRACTOR pays CITY
07/01/14-06/30/15		29,794,000			
07/01/15-06/30/16	1.50%	30,241,000	29,794,000	447,000	153,000

EXHIBIT 1B.
COMPENSATION

Cart Exchange Example Calculations

YT Cart exchanges in **District A** will be paid for up to 0.149% and over 2.315% of the average cart counts.

Average cart counts is the sum of the cart counts from the monthly invoices divided by twelve.

$$\frac{\text{Jul cart counts} + \text{Aug cart counts} + \text{Sep cart counts} \dots + \text{Jun cart counts}}{12}$$

Example: total exchanges = 700 average cart count = 27,500

Exchanges will be paid for **up to** 0.149% of 27,500 = .00149 x 27500 = 41 exchanges
 Exchanges will be paid for **over** 2.315% of 27,500 = .02315 x 27500 = 637 exchanges

Pay **up to** 41 exchanges pay 41

Pay **over** 637 → total exchanges (700) – 637 = 63 +63

Total paid = **104 exchanges**
Payment = 104 exchanges x \$18.02/exchange = **\$1,874.08**

YT Cart exchanges in **District B** will be paid for up to 0.125% and over 2.477% of the average cart counts.

Average cart counts is the sum of the cart counts from the monthly invoices divided by twelve.

$$\frac{\text{Jul cart counts} + \text{Aug cart counts} + \text{Sep cart counts} \dots + \text{Jun cart counts}}{12}$$

Example: total exchanges = 340 average cart count = 14,400

Exchanges will be paid for **up to** 0.125% of 14,400 = .00125 x 14400 = 18 exchanges
 Exchanges will be paid for **over** 2.477% of 14,400 = .02477 x 14400 = 357 exchanges

Pay **up to** 18 exchanges pay 18

Pay **over** 357 → total exchanges (340) – 357 = -17 + 0 none over

Total paid = **18 exchanges**
Payment = 18 exchanges x \$18.02/exchange = **\$ 324.36**

YT Cart exchanges in **District C** will be paid for up to 0.286% and over 3.148% of the average cart counts.

Average cart counts is the sum of the cart counts from the monthly invoices divided by twelve.

$$\frac{\text{Jul cart counts} + \text{Aug cart counts} + \text{Sep cart counts} \dots + \text{Jun cart counts}}{12}$$

Example: total exchanges = 450 average cart count = 19,600

Exchanges will be paid for **up to** 0.286% of 19,600 = .00286 x 19600 = 56 exchanges
 Exchanges will be paid for **over** 3.148% of 19,600 = .03148 x 19600 = 617 exchanges

Pay **up to** 56 exchanges pay 56

Pay **over** 617 → total exchanges (450) – 617 = -167 + 0 none over

Total paid = **56 exchanges**
Payment = 56 exchanges x \$22.37/exchange = **\$1,252.72**

EXHIBIT 2A.

REFUSE RATE INDEX

The Refuse Rate Index ("RRI") adjustment shall be calculated in the following manner:

1. The expenses of the collection services (processing costs excluded) for the designated fiscal period shall be prepared in the format set forth below.

Non-Processing Operating Cost Statement - Description

Labor:	List all administrative, officer, operation and maintenance salary accounts. List payroll tax accounts directly related to the above salary accounts.
Diesel Fuel:	List all diesel fuel accounts.
Biodiesel Fuel:	List all biodiesel fuel accounts.
Natural Gas:	List all natural gas accounts for motor vehicle fuel.
Vehicle Replacement:	List all collection and collection related vehicle depreciation accounts. List all vehicle lease or rental accounts related to collection or collection related vehicles.
Vehicle Maintenance:	List all collection or collection related vehicle parts accounts.
Other Operating Expenses	List all other expense accounts related to the services provided under this Agreement. This category includes all insurance including general liability, fire, truck damage, extended coverage and employee group medical and life; rent on property, truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; non-diesel fuel; office supplies; postage; trade association dues and subscription; advertising; employee retirement or profit sharing contributions; and miscellaneous other expenses.

2. The expenses of the collection services (processing costs excluded) shall be broken down into the following seven (7) cost categories: Labor; Diesel Fuel; Biodiesel Fuel, Natural Gas; Vehicle Replacement; Vehicle Maintenance and Other Operating Expenses. Each cost category is assigned a weighted percentage factor on that cost category's proportionate share of the total of the costs shown for all cost categories.
3. With the exception for Natural Gas, which is based on rates published by the Pacific Gas and Electric Company ("PG&E"), the following indices published by the United States Department of Labor, Bureau of Labor Statistics ("BLS"), are used to calculate the adjustment for each cost category. The change in each index is calculated on a twelve-month period in accordance with the terms of the Agreement. In the event any index is discontinued, a successor index shall be selected by CITY. Successor indices shall be those indices that are most closely equivalent to the discontinued indices as recommended by the BLS.

EXHIBIT 2A.

REFUSE RATE INDEX

<u>Cost Category</u>	<u>Index</u>
Labor	Series ID: cis201s0000000000i (B,H) Service-Producing Industries.
Diesel Fuel	Series ID: WPU057303; Commodity Code 0573-03, #2 Diesel Fuel. ¹
Biodiesel Fuel	Biodiesel fuel index published by the BLS. Effective July 1, 2011 CITY shall no longer apply this cost category. ²
Natural Gas	PG&E Gas Schedule G-NGV1; Natural Gas Service For Compression On Customer's Premises for use as a motor-vehicle fuel.
Vehicle Replacement	Series ID: WPU141301; Group: Transportation Equipment; Item: Truck and bus bodies sold separately.
Vehicle Maintenance	Series ID: WPU11440378 Group: Machinery and equipment; Item: Parts and attachments for industrial trucks and tractors.
Other Operating Expenses	75% of Consumer Price Index, Series ID: CUUR0000SA0, CPI-All Urban Consumers, All Items.

4. The percentage weight for each cost category is multiplied by the change in each appropriate index to calculate a weighted percentage for each cost category. The weighted percentage changes for each cost category are added together to calculate the Refuse Rate Index (see Example).
5. For Fiscal Year 2015-2016, CONTRACTOR shall forego the application of the RRI adjustment to rates for Yard Trimmings ("YT") Services, Street Sweeping Services, Residential Solid Waste Processing services, Public Litter Containers, and Neighborhood Clean-Up Services.
6. If CITY elects to exercise the option for citywide containerized YT Collection Service as described in Section 6.12, CONTRACTOR shall not forego the RRI adjustment in 2015-2016, but all other terms would remain in effect.

¹ For July 1, 2010 through June 30, 2011: for Districts A and B, 80% of biodiesel fuel cost may be included in this cost category based on a minimum B-20 blend; for District C, 100% of biodiesel fuel cost may be included in this cost category based on a blend as agreed to by CITY.

² For July 1, 2010 through June 30, 2011: for Districts A and B, until a biodiesel fuel index is published by the BLS, include 20% of the biodiesel cost in this category at 100% of Consumer Price Index, Series ID: CUUR0000SA0, CPI-All Urban Consumers, All Items (or such other relevant index as is mutually agreed by the City Representative and CONTRACTOR).

EXHIBIT 2A.

REFUSE RATE INDEX

Example

Item #	Category	Data Source	Percentage Change ⁽¹⁾	Item Weight ⁽²⁾	Weighted Percentage Change ⁽³⁾
1	Labor	Monthly Labor Review Series ID: cis201s000000000i Service-Producing Industries	1.28%	47.72%	0.61%
2	Diesel Fuel	Producer Price Index Series ID: WPU057303 Commodity Code 0573-03 #2 Diesel Fuel	22.08%	0.04%	0.01%
3	Biodiesel Fuel	Monthly Labor Review Series ID: CUUR0000SA0 CPI-All Urban Consumers, All Items	2.72%	0.13%	0.00%
4	Natural Gas	PG&E Schedule G-NGV1 Natural Gas Vehicle 1 Uncompressed	6.70%	1.37%	0.09%
5	Vehicle Replacement	Producer Price Index Series ID: WPU141301 Industry: Transportation Equipment Product: Truck and bus bodies sold separately	-1.53%	5.92%	-0.09%
6	Vehicle Maintenance	Producer Price Index Series ID: WPU11440378 Group: Machinery and equipment Item: Parts and attachments for industrial trucks and tractors	6.21%	5.56%	0.35%
7	Other Operating Expenses	Monthly Labor Review Series ID: CUUR0000SA0 75% of CPI-All Urban Consumers, All Items	2.04%	39.26%	0.80%
Total				100.00%	1.77%

(1) Assume these are the percentage changes in the indices for the months of December in the last two calendar years.

(2) Assume the categories represent these percentages as a total of CONTRACTOR's operating costs.

(3) Product of Percentage Change x Item Weight (including 75% of Category Item #7, CPI All Items).

In this example, the Refuse Rate Index is 1.77%

EXHIBIT 2B.

RATE ADJUSTMENT – NEIGHBORHOOD CLEAN-UP

The rate adjustment for Neighborhood Clean-Ups shall be calculated in the following manner:

- The following indices published by the United States Department of Labor, Bureau of Labor Statistics (“BLS”), are used to calculate the adjustment for each cost category. The change in each index is calculated on an annual average in accordance with the terms of the Agreement. In the event any index is discontinued, a successor index shall be selected by CITY. Successor indices shall be those indices that are most closely equivalent to the discontinued indices as recommended by the BLS.

<u>Cost Category</u>	<u>Index</u>
Diesel Fuel	20% of Producer Price Index – Annual Average, Series ID: WPU057303; Commodity Code 0573-03, #2 Diesel Fuel.
Other Operating Expenses	80% of Consumer Price Index – Annual Average, Series ID: CUURA422SA0, CPI-All Urban Consumers for the San Francisco-Oakland-San Jose Area, All Items.

- The percentage weight for each cost category is multiplied by the change in each appropriate index to calculate a weighted percentage for each cost category. The weighted percentage changes for each cost category are added together to calculate the rate adjustment (see Example).
- In Fiscal Year 2015-2016, CONTRACTOR shall forgo the application of the rate adjustment for Neighborhood Clean-Up Services. However, if CITY exercises the option for citywide containerized Yard Trimmings Collection Service as described in Section 6.12, CONTRACTOR shall not forgo the rate adjustment in 2015-2016, and all other terms would remain in effect.

Example

Item #	Category	Data Source	Percentage Change ⁽¹⁾	Item Weight	Weighted Percentage Change ⁽²⁾
1	Diesel Fuel	Producer Price Index Series ID: WPU057303 Commodity Code 0573-03 #2 Diesel Fuel	4.74%	20%	0.95%
2	Other Operating Expenses	Consumer Price Index Series ID: CUURA422SA0, CPI-All Urban Consumers for the San Francisco-Oakland- San Jose Area, All Items	1.70%	80%	1.36%
Total				100.00%	2.31%

(1) Assume these are the average annual percentage changes in the indices from the last two calendar years.

(2) Product of Percentage Change x Item Weight.

In this example, the rate adjustment is 2.31%.

EXHIBIT 2C.

RATE ADJUSTMENT – CITY FACILITIES PROCESSING

The rate adjustment for City Facilities shall be calculated in the following manner:

1. The following index published by the United States Department of Labor, Bureau of Labor Statistics (“BLS”) is used to calculate the adjustment for the cost category. The change in each index is calculated on an annual average in accordance with the terms of the Agreement. In the event the index is discontinued, a successor index shall be selected by CITY. The successor index shall be that index which is most closely equivalent to the discontinued index as recommended by the BLS.

Cost Category

Index

Operating Expenses

100% of Consumer Price Index (not seasonally adjusted), Series ID: CUURA422SA0, CPI-All Urban Consumers, All Items, for the San Francisco-Oakland-San Jose, CA Area.

2. The change in the index is the rate adjustment (see Example).

Example

Category	Data Source	Percentage Change ⁽¹⁾
Operating Expenses	Consumer Price Index Series ID: CUURA422SA0 CPI All Urban Consumers, All Items, for the San Francisco-Oakland-San Jose, CA Area	1.70%

- (1) Assume these are the average annual percentage changes in the indices from the last two calendar years.

In this example, the rate adjustment is 1.70%.

EXHIBIT 3.

RECYCLE PLUS SERVICE DISTRICTS

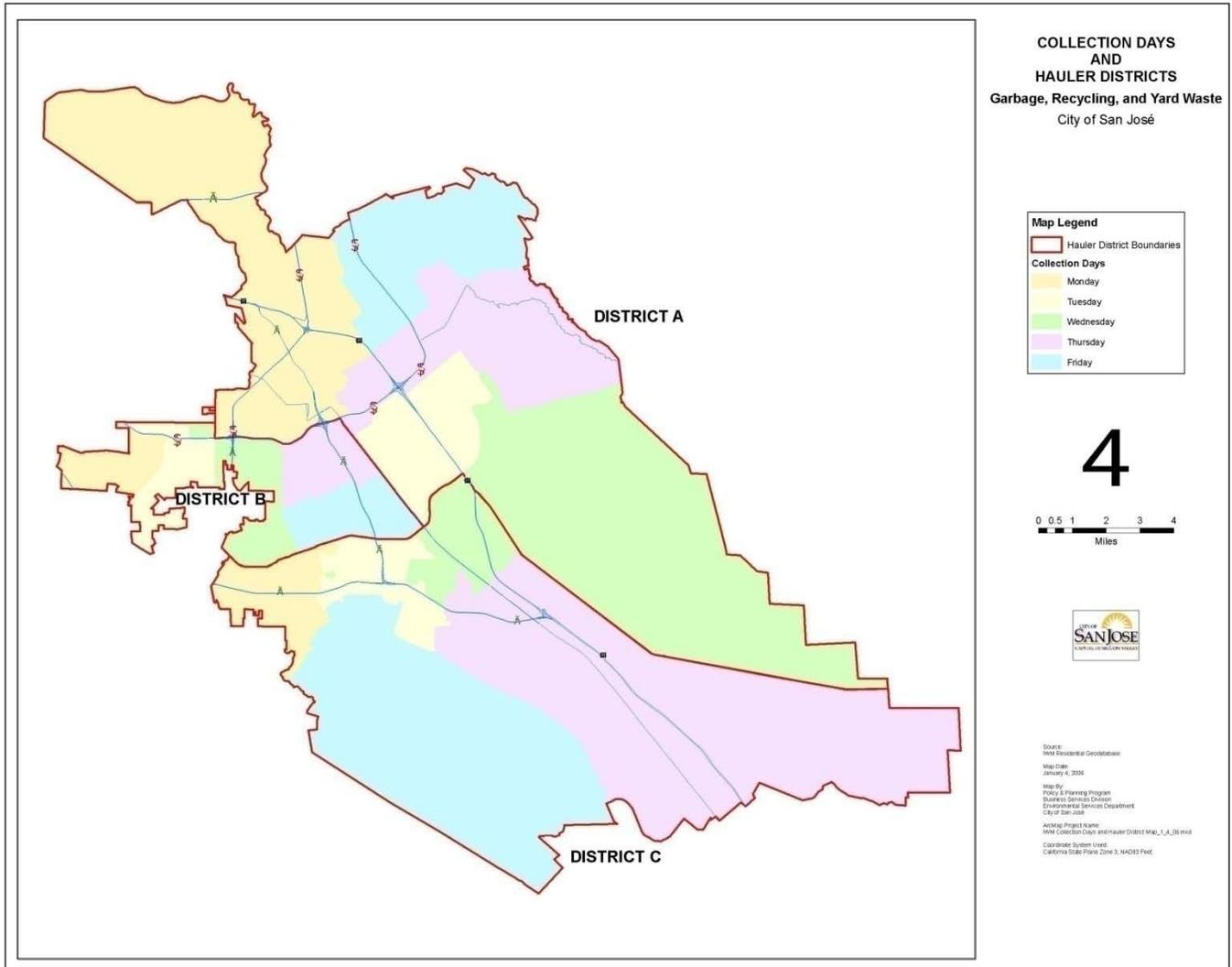


EXHIBIT 4.

CENTRAL BUSINESS DISTRICT AND TRANSIT MALL ZONE

CENTRAL BUSINESS DISTRICT

The boundaries of the Central Business District are as follows: Commencing at Market and Julian Streets; east on Julian to Fourth Street; then south on Fourth Street to San Salvador; then west on San Salvador to South Market Street; then northwest on Market Street to San Carlos Street; then west on San Carlos to Almaden Boulevard; then north on Almaden Boulevard to Santa Clara Street; then east on Santa Clara Street to Market Street; then north on Market Street to West Julian Street, the point of beginning. Premises on both sides of the boundary streets shall be included in the Central Business District.

Solid waste, recyclables, and yard trimmings collections from premises located within the Central Business District shall take place between the hours required by the San Jose Municipal Code, the same day, except within the Transit Mall Zone (see below). Streets within the Central Business District are swept by City crews and are not normally swept by the residential street sweeping contractors. Solid waste collection regulations for the Central Business District are contained in Section 9.10.1500 of the San Jose Municipal Code.

TRANSIT MALL ZONE

The boundaries of the Transit Mall Zone are as follows: Commencing at Market and Julian Streets; then east on Julian Street to Third Street, then south on Third Street to San Carlos Street; then west on San Carlos Street to Market Street; then north on Market Street to Julian Street, the point of beginning; but excluding any premises which face Julian, Third, San Carlos, or Market Streets.

Solid waste, recyclables, and yard trimmings collections from premises located within the Transit Mall Zone shall take place between the hours required by the San Jose Municipal Code. Streets within the Transit Mall Zone are swept by City crews and are not normally swept by the residential street sweeping contractors. Solid waste collection regulations for the Transit Mall Zone are contained in the San Jose Municipal Code.

EXHIBIT 5.

SMALL CIVIC SERVICE UNITS

CITY may add or delete Small Civic Service Units upon written notice to CONTRACTOR, or as updated in the Customer Service System.

SERVICE DISTRICT A

Department	Facility Name	Facility Address	Facility Street	Facility Zip
General Services	Aborn Park		Renfield Way	95148
PRNS	Alum Rock Park	16240	Alum Rock Avenue	95132
Library	Alviso Branch #15/Community Cntr	5050	1st Street	95002
PRNS	Alviso Community Garden		School Street	95002
PRNS	Alviso Park	1586	Taylor Street	95002
PRNS	Backesto Park	661	Empire Street E.	95112
PRNS	Bernal Park		East Hedding Street	95112
Library	Berryessa Branch #1	3311	Noble Avenue	95132
PRNS	Berryessa Community Center	14630	Noble Avenue	95132
PRNS	Berryessa Community Garden		Flickinger Drive	95131
PRNS	Berryessa Creek Park		Isadora Drive	95132
Library	Biblioteca Americana	921	S. 1st Street	95110-
PRNS	Boggini Park		Stevens Lane	95148
PRNS	Brigadoon Park		Brigadoon Way	95121
PRNS	Brigadoon Tot Lot		Threadneedle Way	95121
PRNS	Brooktree Park		Fallingtree Drive	95131
PRNS	Capitol Park		Peter Pan Avenue	95116
PRNS	Cassell Park		Leeward Drive	95122
PRNS	Cataldi Park #1	2980	Cataldi Drive	95132
PRNS	Cataldi Park #2	2980	Cataldi Drive	95132
PW	Central Service Yard	1661	Senter Road	95112
ESD	Environmental Innovation Center	1608	Las Plumas Avenue	95133
PRNS	Children of the Rainbow Park		Madden Avenue	95116
PRNS	Cimarron Park		Pelleas Lane	95127
PW	City Hall	801	First Street N.	95110
PRNS	Columbus Park	701	Spring Street	95110
PW	Communications Bldg	885	San Pedro N.	95110
PRNS	Cornucopia Community Garden		S. King & Story	95122
PRNS	Coyote Community Garden		Galveston Avenue	95122
Library	East Branch Carnegie	1102	E. Santa Clara St.	
Library	Educational Park Library	1770	Education Park Drive	95133
PRNS	El Jardin Community Garden		S. King & Story	95122
Library	Joyce Ellington Branch	491	Empire Street	
ESD	Environmental Services Building	4245	Zanker Road	
Library	Evergreen Branch #5	2635	Aborn Road	95148

EXHIBIT 5.

SMALL CIVIC SERVICE UNITS

PRNS	Evergreen Community Center	4860	San Felipe Road	95135
PRNS	Evergreen Park	4860	San Felipe Road	95135
PRNS	Fair Swim Center	1350	Bacchus Drive	95122
PRNS	Fallon House	175	St. John W.	95110
PRNS	Fernish Park		Fernish Drive	95148
Fire	Fire Training	255	Montgomery Street S.	95110
Fire	Fire Vehicle Maintenance	245	Montgomery Street S.	95110
PRNS	Flickinger Park	1440	Tourney Drive	95131
PW	Forest Avenue Annex	2172	Forest Avenue	
PRNS	Forestdale Tot Lot		Forestdale Avenue	95116
PRNS	Grace Baptist Community Center	484	San Fernando St. E.	95112
PRNS	Groesbeck Hill Park		Klein Road	95148
PRNS	Hamline Community Garden		Hamline Avenue	95126
PRNS	Hank Lopez Community Center	1694	Adrian Way	95122
PRNS	Hester Park		Naglee Avenue	95126
Library	Hillview Branch Library	1600	Hopkins Avenue	95122-
PRNS	Hillview Park	1694	Adrian Way	95122
PRNS	Houge Park	3960	Twilight Drive	95124
PRNS	Kelley Park: Leninger Center	1300	Senter Road	95112
PRNS	Kelley Park: Zoo	1300	Senter Road	95112
PRNS	Kelley Park:Happy Hollow Gate	1300	Senter Road	95112
PRNS	Kelley Park:Historical Museum	635	Phelan Avenue	95112
PRNS	LoBue Park		Sierra Meadow Drive	95116
PW	Mabury Yard			
PRNS	Martin Park		Melbourne Blvd	95116
PRNS	Mayfair Community Garden		Sunset Avenue	95116
PRNS	Mayfair Park/Center	2039	Kammerer Avenue	95116
PRNS	McEnery Park		West San Fernando St	95110
PRNS	McLaughlin Park		Clemence Ave. South of Story	95122
PRNS	Meadowfair Park		Barberry Lane/Corda Dr	95122
PRNS	Meadowfair Center		2696 S. King Road	95122
PRNS	Mexican Heritage Cultural Center	476	Park Avenue, Suite 106	95110
PRNS	Millbrook Community Center	3200	Millbrook Drive	95148
PRNS	Mount Pleasant Park		Aramis Drive	95127
ESD	Muni Water	3025	Tuers Road	95121
PW	Municipal Garage	825	San Pedro Street N.	95113
PRNS	Noble Park	3313	Noble Avenue	95132
PRNS	Northside Center	488	Sixth Street N.	95112
PRNS	Northwood Park		Lakewood Drive	95132
PRNS	Nuestra Tierra Community Garden		La Ragione Drive	95111
DOT	Oakmead Pump Station		Renaissance Drive	95134
PRNS	Olinder Community Center	848	Williams St. E.	95116

EXHIBIT 5.

SMALL CIVIC SERVICE UNITS

PRNS	Parque de la Amistad		Vollmer Way	95116
PRNS	Parque de los Pobladores		North First at William St.	95113
PRNS	Penitencia Creek Park	3056	Berryessa Road	95132
PRNS	Plata Arroyo Park		North King Rd @ McKee	95116
PW	Police Administration Building	201	West Mission Street	95110
PW	Police Property Warehouse	233	Commercial Street	95112
PW	Police Stables	2525	Kenoga Drive	
PW	Police Support Services	330	Terraine Street	95110
PW	Police Support Services/PAL	460	Park Avenue	95110
PW	Police Training	1302	N. 4th Street	
PW	PAL Stadium	680	34th Street S.	95133
PRNS	Ramblewood Park	1337	Lightland Road	95121
PRNS	Roosevelt Park/Center	901	Santa Clara Street E.	95116
PRNS	Rose Garden	1650	Emory Street	95126
Library	Rosegarden Branch #3	1580	Naglee Avenue	95126
PRNS	Ryland Park	401	First Street N.	95112
ESD	San Jose Conservation Corps	2650-A	Senter Road	
PRNS	San Jose Municipal Golf Course	1560	Oakland Road	95112
PRNS	Santana Park	4031	Tisch Way	95128
PRNS	Santee Community Center	1313	Audubon Drive	95122
PRNS	Scenic Meadow Property		Scenic Meadow Drive	95135
Library	Seventrees Branch #14	3597	Cas Drive	95111
PRNS	Shirakawa Center	2072	Lucretia Avenue	95122
PRNS	Silver Creek Linear Park		Silver Creek Road	95121
PRNS	St. James Park	199	Third Street N.	95113
Fire	Station 1	225	Market Street N.	95110
Fire	Station 10	511	Monroe Street S.	95128
Fire	Station 11	2840	The Villages Parkway	95135
Fire	Station 16	2001	King Road S.	95122
Fire	Station 19	3292	Sierra Road	95132
Fire	Station 2	2949	Alum Rock Avenue	95127
Fire	Station 20	1433	Airport Blvd.	95110
Fire	Station 21	1749	Mt Pleasant Rd	95122
Fire	Station 23	1771	Via Cinco De Mayo	95132
Fire	Station 24	2525	Aborn Rd	95121
Fire	Station 25	1525	Wilson Way	95002
Fire	Station 26	528	Tully Road	95112
Fire	Station 29	199	Innovation Drive	95134
Fire	Station 3	98	Martha Street	95112
Fire	Station 30	454	Auzerais Avenue	95126
Fire	Station 31	3100	Ruby Avenue	95135
Fire	Station 5	1380	N. Tenth Street	95112

EXHIBIT 5.

SMALL CIVIC SERVICE UNITS

Fire	Station 7	800	Emory	95126
Fire	Station 8	802	Santa Clara E.	95112
PRNS	Stonegate Park	2607	Tuers Road	95121
PRNS	Townsend Park		Townsend Park Circle	95131
PRNS	Turtle Rock Park		Malden Avenue	95122
PRNS	Vinci Park		Vinci Park Way	95131
PRNS	Washington Youth Center	921	S. First Street	95110
PRNS	Watson Community Center/Park	1082	Jackson Street E.	95112
PRNS	Watson/Las Milpas Community Gardens		Jackson Street E.	95112
PRNS	Welch Park		Clarice Drive	95122
PRNS	William Street Park		East William Street	95112
PRNS	Windmill Springs Park		Umbarger Road	95121

SERVICE DISTRICT B

Dept	Facility Name	Facility Address	Facility Street	Facility Zip
PRNS	Alma Center	136	Alma Avenue W.	95110
PRNS	Anti Graffiti Program	501	Almaden Blvd.	95110
PRNS	Biebrach Park	520	Virginia St. W.	95125
PRNS	Bramhall Park	1308	Willow Street	95125
PRNS	Camden Park and Community Cntr	3369	Union Avenue	95124
PRNS	Canoas Park		Wren Drive	95125
PRNS	Cypress Senior Center	403	Cypress Avenue S.	95117
PRNS	Gardner Community Center	520	Virginia St. W.	95125
PRNS	Green Thumb Community Garden		Rhoda Drive	95117
PRNS	Gregory Tot Lot		Gregory Street	95125
PRNS	Gullo Park		Williams Road	95129
PRNS	Hamann Park	2570	Westfield Avenue	95128
PRNS	Hathaway Park	1488	Vallejo Way	95130
PRNS	Huerta Tot Lot		Hillsdale Avenue	95124
PRNS	Jesse Frey Community Garden		Belmont Way	95125
PRNS	Kirk Park/Center	1601	Foxworthy Avenue	95118
PRNS	Lincoln Glen Park		Curtner Avenue	95125
PRNS	Mise Park	585	John Mise Ct	95129
PRNS	Murdock Park		Castle Glen Ave	95129
PRNS	Playa del Rey Park		Glenburry Way	95123
PRNS	Rainbow Park/center	1295	Johnson Avenue	95129
PRNS	River Glen Park	851	Pine Avenue	95125
PRNS	Roy Avenue Park		Roy Avenue	95125
PRNS	San Tomas Park		Valerie Drive	95008
PRNS	Saratoga Creek Park-North	5400	Hoyet Drive	95129
PRNS	Saratoga Creek Park-South	5426	Eileen Drive	95129
PRNS	Sherman Oaks Community Center	1800	Fruitdale Avenue	95128

EXHIBIT 5.

SMALL CIVIC SERVICE UNITS

PRNS	Starbird Community Center	1050	Boynton Avenue	95117
PRNS	Starbird Park	1050	Boynton Avenue	95117
Fire	Station 14	1201	San Tomas Aquino Rd	95117
Fire	Station 15	1248	Blaney	95129
Fire	Station 4	710	Leigh Avenue	95128
Fire	Station 6	1386	Cherry	95125
PRNS	Wallenberg Park/Community Garden	2179	Cottle Avenue	95125
Library	West Valley Branch #4	1243	San Tomas Aquino Rd	95117
PRNS	Wilcox Park		Wilcox Way	95125
Library	Willow Glen Branch #2	1157	Minnesota Avenue	95125
PRNS	Willows Senior Center	2175	Lincoln Avenue	95125

SERVICE DISTRICT C

Department	Facility Name	Facility Address	Facility Street	Facility Zip
Library	Almaden Branch #6	6455	Camden Avenue	95120
PRNS	Almaden Community Center	6445	Camden Avenue	95120
PRNS	Almaden Winery Center / Park	5730	Chambertin Drive	95118
PRNS	Avenida Espana		Downs Drive	95139
PRNS	Basking Ridge Park		Chelsea Crossing	95138
PRNS	Butcher Park	1700	Lancaster Drive	95124
PRNS	Cahalan Park	5840	Cahalan Avenue	95123
PRNS	Calero Park		Lean Avenue	95123
Library	Cambrian Branch #8	1780	Hillsdale Avenue	95124
PRNS	Carrabelle Park		Villagewood Way	95120
PRNS	Chynoweth Park		Chynoweth Ave/Edenvale	95136
PRNS	Comanche Park		Comanche Lane	95123
PRNS	Coy Park	1586	Coy Dr/Sigrid way	95123
PRNS	Danna Rock Park		Houndshaven Way	95111
PRNS	De Anza Park	5480	Marquette Drive	95118
PRNS	Edenvale Garden Park	200	Edenvale Avenue	95136
PRNS	Edenvale/Great Oaks Senior Ctr	285	Azucar Avenue	95111
PRNS	Erickson Park		Oyster Bay Drive	95136
PRNS	Foothill Park		Foothill Drive	95123
PRNS	George Page Park		Miyuki Dr/Cheryl Beck Dr.	95119
PRNS	Glenview Park		Glenview Drive	95120
PRNS	Golden Oaks Park		McAbee @ Thorntree	95120
PRNS	Graystone Park		Mt. Carmel Drive	95120
PRNS	Great Oaks Park		Snow Drive	95111
PRNS	Guadalupe Oak Grove		Thorntree Drive	95120
PRNS	Houge Park	3960	Twilight Drive	95124
PRNS	La Colina Park		Ansdell Drive	95123
PRNS	La Colina Community Garden		Allegan Circle	95123

EXHIBIT 5.

SMALL CIVIC SERVICE UNITS

PRNS	Laguna Seca Community Garden		Manresa Court	95139
PRNS	Lone Hill Park		Michon Drive	95124
PRNS	Los Paseos Park		Via Vista	95139
PRNS	Meadows Park		Bluefield Drive	95136
PRNS	Melody Park		LaTorre Avenue	95111
PRNS	Metcalf Park	7300	Forsum Road	95138
PRNS	Miner Park		Lean Avenue	95123
PRNS	Olinder Community Center	848	Williams St. E.	95116
PRNS	Palmia Park		Palmia Drive	95123
PRNS	Parkview 1		Viewpark Circle	95136
PRNS	Parkview 2		Sposito Circle	95136
PRNS	Parkview 3		Monet Place	95136
PRNS	Parma Park		Little Falls Drive	95120
PRNS	Paul Moore Park	1427	Myrtle	95118
Library	Pearl Branch #11	4270	Pearl Avenue	95136
PRNS	Pfeiffer Park		Pfeiffer Ranch Road	95120
Library	Santa Teresa Branch #12	290	International Circle	95119
PRNS	Scottsdale Park		Tampico Way	95118
PRNS	Shady Oaks Park	953	Coyote Road	95111
PRNS	Silver Leaf Park		Southpine Drive	95138
PRNS	Seven Trees Community Center/Library	3590	Cas Drive	95111
PRNS	Solari Park	3956	Cas Drive	95111
PRNS	Southside Community Center	5585	Cottle Road	95125
Fire	Station 12	5912	Cahalan Ave	95123
Fire	Station 13	4380	Pearl Avenue	95136
Fire	Station 17	5170	Coniston Way	95118
Fire	Station 18	4430	Monterey Highway S.	95111
Fire	Station 22	6461	Bose Lane	95120
Fire	Station 27	239	6027 San Ignacio Road	95119
Fire	Station 28	19911	McKean Road	95120
Fire	Station 9	3410	Ross Avenue	95124
PRNS	TJ Martin Park		Burchell Avenue	95120
PRNS	Terrell Park		Terrell Street	95136
PRNS	Thousand Oaks Park		Thousand Oaks Drive	95136
PRNS	Vista Park		New Compton Drive	95136
PRNS	Waterford Park		Sand Pebble Drive	95136

ESD = Environmental Services Department

PRNS = Parks, Recreation and Neighborhood Services

DOT = Department of Transportation

TSJ = Team San Jose

EXHIBIT 6.

LARGE CIVIC SERVICE UNITS

CONTRACTOR shall provide Yard Trimmings Collection Service to those Large Civic Service Units listed. CITY may add or delete Large Civic Service Units upon written notice to CONTRACTOR, or as updated in the Customer Service System.

Department	Facility Name	Facility Address	Facility Street	Facility Zip	Service District
PRNS	Almaden Lake Park	6099	Winfield Blvd.	95123	C
PRNS	Guadalupe River Park and Gardens		Taylor Street and Spring Street	94111-1234	A
PRNS	Kelley Park: Main Site	1300	Senter Road	95112	A
PRNS	Lake Cunningham	2305	White Road S.	95127	A
DOT	Mabury Yard	1404	Mabury Road	95133	A
Airport	Mineta San José International Airport – SJC				
PRNS	Overfelt Botanical Gardens	380	Educational Park Drive	95133	A
PRNS	Plaza de Cesar Chavez		Market Street and San Carlos Street	95113	A
PRNS	Prusch Farm Park	647	King Road S.	95116	A
ESD	San Jose/Santa Clara Water Pollution Control Plant	700	Los Esteros Rd.	95134	A
DOT	South Service Yard	4420	Monterey Highway	95111	C
DOT	West Corporation Yard	5090	Williams Rd	95129	B

PW = Public Works

DOT = Department of Transportation

PRNS = Parks, Recreation and Neighborhood Services

EXHIBIT 7.

PLANS

- 7-A Diversion Plan
- 7-B Public Education and Outreach Plan
- 7-C Customer Service Plan
- 7-D Equipment Plan
- 7-E Processing Operations Plan
- 7-F Collection Operations Plan
- 7-G Employee and Labor Relations Plan
- 7-H Implementation Timeline

EXHIBIT 7.

PLANS

7A - DIVERSION PLAN AND SCHEDULE

GWR and Zanker have a fully permitted waste transfer and recycling facility to maximize the City's recycling efforts. As a commitment within our proposal, GWR to deliver the "highest and best use" for the City's yard trimmings, we will guarantee that the GWR and Zanker facilities will process 99% of the yard trimmings collected into beneficial products (including compost, mulch, cogeneration fuel, soil amendments, etc.) beginning the first day and throughout the term of the contract.

GWR will screen all yard trimmings at the GWR MRF/Transfer Station. Approximately 60% of the materials will be sent to the Z-Best Composting Facility for composting and 40% will be processed at the GWR MRF/Transfer Station into cogeneration fuel, mulch and soil amendments. This commitment exceeds the RFP requirement of recycling 95% of the City's yard trimmings material. GWR will also employ a proven public education and outreach effort to further reduce the amount of contamination in collected yard trimmings throughout the contract. The table below lists the anticipated tonnages and diversion rates for yard trimmings collected each year throughout the life of the contract.

District C (Yard Trimmings and Street Sweeping Services) Diversion Rates				
Estimated YT Tonnage Diverted per Calendar Year				
Calendar Year	Received	Diverted	Residual	Diversion Rate
2008	57,500	56,925	575	99%
2009	60,300	59,697	603	99%
2010	63,400	62,766	634	99%
2011	66,500	65,835	665	99%
2012	69,900	69,201	699	99%

EXHIBIT 7.

PLANS

7B - PUBLIC EDUCATION AND OUTREACH PLAN

Public education is a powerful tool in the yard trimmings collection and street sweeping business. Reminding, encouraging and involving citizens year around maximizes our potential for success. With this in mind, we propose to supplement the City's public education and outreach efforts with a compatible 6-point GWR program designed to ensure a smooth and successful transition to a more engaging, *expanded* year round program. Our efforts will focus on the following key components:

- Proactive Communications
- Community Compost Giveaways
- Being Visible and Accessible to Our Community
- Facilities as a Community Resource
- Educating Our Youth
- A Commitment to Being a Good Neighbor

Start-Up Strategy

GWR is preparing to deliver a smooth and successful transition to an expanded City of San Jose Yard Trimmings and Street Sweeping Program for District C. Ensuring residents are informed, motivated, and "ready to go" by the start date is a critical part of the process.

Accordingly, GWR will supplement the City's efforts with an outreach program that replicates and increases what we have found to be successful in the past. We plan to create ramped-up program visibility, awareness and support leading up to the critical start-up period. Our focus will be:

Proactive Start-Up Communications: We want to complement the City's and the other haulers communications efforts. GWR will:

- Comply with all City communications requirements.
- Create a clear and compelling direct mail piece (multi-lingual) that articulates changes, enhancements, schedules, and simple instructions to make participating in the expanded program easy.
- Maintain existing websites (GWR's and Zanker's) for customer use, with links to the City's Recycle Plus Website and additional resources.

EXHIBIT 7.

PLANS

Community Compost Giveaways during Start-Up: Again, we want to replicate what has worked for us in the past:

- In the months and weeks preceding the start date and during the critical start-up period, GWR will use community compost giveaways as a tool to promote the City's program. GWR will work with City staff and other haulers to cooperatively identify events to maximize resources.

Being Visible and Accessible during Start-Up: There will be many opportunities to be visible and accessible as the City and the other haulers prepare and roll out its expanded programs. In order to be as visible as possible, we will:

- Support, participate and join all City of San Jose-sponsored events, as well as community and neighborhood meetings, organized for the purpose of promoting and educating residents relative to the City's program.
- Support, participate and join all City-sponsored media initiatives (including the preparation of press kits and participation in press conferences).
- Provide additional print materials to proven community resources that people turn to for more information—e.g. public libraries, community centers, etc.
- Ensure GWR's and our subcontractors' websites are on-line with accurate and timely information and links to the City's website, well before the start date.
- GWR plans to utilize hire additional staff during the critical start-up period to be available to help residents understand proper procedures for participating in the program.
- Place promotional signs on our trucks to help promote the City's program.

GWR Facilities as a Start-Up Resource: We will make our facilities and the facilities of our subcontractors available in the start-up promotional and public education process:

- With the City's approval and in tandem with its efforts, we will work to generate and grow media interest by offering facility tours to them and encouraging them to promote San Jose's program using these facilities as a focal point.
- If it is compatible with City efforts, we will host kick off events at our facilities to provide additional spot light opportunities during the critical start-up period.

EXHIBIT 7.

PLANS

Youth Engagement during Start-Up: Children will be an important focus of our public education start-up efforts:

- In the months and weeks preceding the start date and during the critical start-up period, GWR will increase efforts to promote “Leafy”, our yard trimmings recycling character, in the community and particularly in local schools.
- GWR will work with United Neighborhoods and City’s SNI program, to provide resources for youth and community members on program components and home composting activities.
- We will make contact with school leaders to determine the best ways to involve teachers, students and schools as a whole, during the start-up period. Involving members of the local education community to assist us in promoting the City’s program will help ensure that we implement:
 - Better school presentations that promote learning and excitement about recycling among the students that we are engaging
 - Age-appropriate facility tours
 - Effective supplemental teaching and learning tools
- Because Leafy has been so successful for us in the past, we will integrate him into all of our public outreach activities, especially those involving children.

Being a Good Neighbor during Start-Up: To fulfill this important role during start-up, we will focus on building partnerships; enrolling the rich expertise that resides within our community to ensure the GWR program gets off to the right start. GWR will:

- Continue to look for and enroll community partners to help us conduct public education and community outreach services with particular emphasis on tapping the diversity of San Jose to communicate with its many constituencies.
- Enlist the creativity, support and partnership of community organizations that have benefited from our charitable cash and in-kind donations, to help promote San Jose’s program.

ON-GOING PUBLIC EDUCATION & OUTREACH

GWR’s proposes a year around public education program that is built upon our successes of the past. This program will focus once again on:

EXHIBIT 7.

PLANS

- Proactive Communications
- Community Compost Giveaways
- Being Visible and Accessible to Our Community
- Facilities as a Community Resource
- Educating Our Youth
- A Commitment to Being a Good Neighbor

Proactive Communications: To complement the City's on-going communications efforts and the efforts of the haulers, GWR will:

- Comply with all City communications requirements.
- Attend quarterly coordination meetings with the City.
- Produce an annual *Public Education & Outreach Plan* each year and submit it to the City on or before established deadlines each year for the term of the contract.
- Produce a *Public Education & Outreach Annual Report* highlighting activities and accomplishments of the previous year and submitting this report on or before established deadlines each year for the term of the contract.
- Create annually at least one clear and compelling direct mail piece (multi-lingual) for all residents in our assigned service area. This piece will be professionally created and will articulate changes, enhancements, schedules, and simple instructions to make participating in the yard trimmings and street sweeping program easy for San Jose residents.
- Create at least four distinct public education outreach campaigns per year focusing on increasing diversion. These campaigns will correspond to the seasons of the calendar year and/or program elements that prove to be challenging for residents to understand (because we see problems in the field that can be corrected through public education). The themes of these campaigns are proposed to be as follows:
 - **FALL** - Reinforce procedures for participating in the program correctly. Special attention will be paid to educating residents to reduce the most common problems we see during the fall season, especially residents calling about what they perceive as residues remaining after pick up (which often actually turn out to be simply more leaves falling after we have come and gone).

EXHIBIT 7.

PLANS

- **WINTER** -Holiday tree recycling - critical information people need to know in order to participate in the program correctly.
- **SPRING** - As spring gardeners move into action, we will review the basics and to remind people what's okay and what's not:
 - Set outs placed too early (more than 24hrs) - NOT okay
 - Set out locations
 - What's acceptable and what's not (issue: contamination)
- **SUMMER** - Reinforce messages emphasized in the spring campaign, and focus on problem areas where non-compliance has become a problem that public education can correct.
- Develop supplementary simple informational pieces (multi-lingual) to support the above periodically conducted campaigns in partnership with the City and other haulers.
- Maintain active websites (GWR's and our subcontractors') for customer use with links to the City's Recycle Plus Website.
- Create a YOUTH campaign to engage and educate children about this program.
- Place promotional signs on our trucks to help promote the City's program.
- Attend quarterly meetings with the City to ensure consistency and coordination in all public education and outreach messages and campaigns.

Community Compost Giveaways: Again, we want to replicate the practices that have worked so successfully for us in the past:

- We plan to host an expanded schedule of *GreenWaste Recovery Garden Festival & Compost Giveaways* to create on-going visibility and educational opportunities.
- We will identify new community and neighborhood partners working with the City and the other haulers (e.g. community garden clubs, local garden centers, etc.) to help us expand and enhance this effort.

Being Visible and Accessible to the Community: In order to be as visible as possible, GWR will:

- Comply with all City outreach requirements.

EXHIBIT 7.

PLANS

- Support, participate and join all City of San Jose-sponsored events, as well as community and neighborhood meetings, to continuously promote the program.
- Participate in community fairs, festivals and special events that provide a good opportunity to promote our program, and make effective use of displays, City and GWR collateral materials, and promotional giveaways, wherever we go.
- Support, participate and join all City-sponsored media initiatives (including any and all preparation of press kits and participation in press conferences).
- Provide on-going supplies of print materials to proven community resources that people turn to for more information - e.g. libraries, community centers, etc.
- Ensure GWR's and our subcontractors' websites are well maintained and contain accurate and timely information, with direct links to the City's website.
- Conduct selected, focused door-to-door activities or other direct grassroots contact with residents where we identify non-compliance problems that can be corrected through effective public education.

GWR Facilities as a Community Resource: We will make our facilities and the facilities of our subcontractor(s) available for promotional and public education purposes. GWR will:

- Comply with all City requirements regarding the use of facilities for tours.
- With the City's approval and in tandem with its on-going efforts, we will work to generate and maintain media interest by offering facility tours to them in particular, and encouraging them to promote San Jose's expanding program using these facilities as a focal point.
- If it is compatible with City efforts, we will host annual "anniversary" events at our facilities to provide a special opportunity on an annual basis, to promote the program and its accomplishments.
- Ensure GWR displays are available to help facilitate the educational process there.

Youth Engagement: Children will be an integral part of our on-going public education efforts. GWR will:

EXHIBIT 7.

PLANS

- Comply with all City requirements relative to engaging youth. In particular, we will create and implement on an annual basis, a customized Youth Community Outreach Campaign as required by the City.
- As with the critical period preceding the start date and during the start-up period, GWR will promote “Leafy”, our yard trimmings recycling character, in the community and particularly in local schools.
- Make contact with school leaders to determine the best ways to involve teachers, students and schools as a whole, to engage this special constituency in ways that work for them. We will use (on a long term basis) what we have learned from the local education community as proposed in our start-up education strategy.
- Integrate Leafy into all of our public and community outreach activities, especially those involving children.
- Ensure all GWR displays are geared to and easily understood by kids.

Once again, our goal will be to promote the Yard Trimmings and Street Sweeping Program *through* Leafy. So whether children see him in the classroom, at the library, in the park, or at a festival, they will know who he is and what he represents. More importantly, they will return home and share with other family members the importance of participating in the City’s program.

Consistently Being a Good Neighbor: GWR is committed to being a good corporate citizen and good neighbor. We strive to do this everyday in every neighborhood we serve. It is our goal to expand the good neighbor efforts we have found to be successful in the past. GWR will:

- Expand our use of community partnerships to help us conduct on-going public education and community outreach services with particular emphasis on tapping the diversity of San Jose to communicate with its many constituencies.
- Enlist the creativity, support and partnership of community organizations that have benefited from our charitable cash and in-kind donations, to help promote San Jose’s on-going program. (Whether for start-up or on-going community outreach efforts, these community experts will certainly have great ideas.)
- Continue and expand our efforts to support worthy community organizations through an on-going charitable cash and in-kind contributions program.

EXHIBIT 7.

PLANS

- Continue and expand our efforts to support community safety and crime prevention programs. This is a natural since our trucks are ever-present in the neighborhoods and communities we serve.

EXHIBIT 7.

PLANS

7C - CUSTOMER SERVICE PLAN

As demonstrated by GWR's current program, customer service and satisfaction is an absolute key to its success in providing yard trimmings collection and recycling and street sweeping services to the City's residents. As discussed in the Transition Plan, GWR intends to initiate its customer service programs well in advance of performing the Recycle Plus Yard Trimmings Collection and Street Sweeping program for District C. Therefore, well before any Recycle Plus services begin, GWR is currently working towards (1) set up of all necessary office and customer support facilities and staff, (2) training its staff on the City's "Consolidated Billing System", (3) formalizing all of its public relation and outreach programs and (4) ordering all supporting supplies, training materials and initial customer hand-outs.

The primary goal of GWR's customer service department is to provide answers and solutions to inquiries and complaints as quickly and professionally as possible. In keeping with this goal, GWR will utilize the following method to handle the concerns and questions of service recipients.

Customer Inquiries

When a customer (or any City staff) initially calls with an inquiry, question or concern, the customer service representative that answers the phone will first ask for the address of the customer, or the location of the concern. This address or location is entered into the Customer Service System . With this information in the computer, the customer service representative is immediately able to determine the service district and the day that address is serviced. At this point, the customer service representative would ask the caller to state their question or describe the concern. This information would also be input into the C-UBS for future reference, follow-up and required reporting.

Typically, most inquiries would be handled immediately by the customer service representative taking the call. All GWR customer service representatives will be trained in the proper use of the C-UBS. The customer service representative will also be provided with a written script that details many commonly asked questions and the associated appropriate responses. A customer service supervisor is also available during normal business hours for direct assistance and to address any unusual inquiries that the customer service representatives are unable to answer.

For the yard trimmings collection program, requests for cart deliveries, repairs or exchanges are recorded by the customer service representative taking the call and then forwarded to the dispatcher who will make all the necessary arrangements. All requests

EXHIBIT 7.

PLANS

for cart delivery, repair or exchange will be filled within 5 working days of receiving the participant's request.

All collection problems are referred to the dispatcher. The dispatcher then consults with a route supervisor to determine the best means of resolving the problem.

Customers Concerns and Complaints

As regularly demonstrated through its existing street sweeping and yard trimmings collection programs, GWR takes great pride in providing exceptional service and customer satisfaction. From its existing programs, GWR knows that a key ingredient in providing exceptional service and customer satisfaction is to respond immediately and effectively to any concern or complaint. GWR's policy dictates that all customer concerns or complaints be addressed on the same day it is received. Additionally, GWR will hold regular meetings with all employees to review any re-occurring concerns or complaints and to solicit feedback and suggestions on ways to eliminate or improve these areas of concern.

GWR utilizes a NEC phone system, which can accommodate any number of lines necessary to rapidly handle all customer (or City staff) concerns or complaints created by GWR's yard trimmings and street sweeping collection programs. GWR's customer service phones will be staffed with employees familiar with all aspects of the program between 7:00 a.m. and 6:00 p.m. Monday through Friday, and from 8:00 a.m. until all collection routes have been completed on those Saturdays following recognized holidays. The phone will be answered by a customer service representative within five rings. Computerized routing of calls will allow the customer service representative to direct the issue to the appropriate GWR personnel for prompt response. The customer service employees will enter the nature and disposition of each call directly into a Ramspro database specifically designed for anticipated service recipient concerns. In addition, during non-working hours, the service recipient will be directed to an emergency phone number, where the caller will get an appropriate response.

Monitoring of Yard Trimming Set-Outs, Participation Rates, and Non-Collection Notices

For the yard trimmings collection program, GWR utilizes an ongoing program to monitor material preparation, set-out and absence of contaminants. Information collected on set-outs, weights collected, participation, number and type of noncollection notices issued, type and level of contaminants, etc., are entered daily into a data base program written especially for this monitoring program. When awarded the contract, GWR will

EXHIBIT 7.

PLANS

train its customer service representatives on the utilization of the City's C-UBS to record the required information requested by the City.

When yard trimmings materials contain contaminants or other factors occur, and material is not picked up and a non-collection notice is left with the service recipient, the C-UBS will be used to report such instances. If non-collection notices are repeatedly issued within a running year, a GWR Field Service Representative may make an on-site visit. During the visit, the representative discusses with the service recipient the importance of the program conditions and the reason for the continuing problem. The field representative clarifies with the service recipient the steps necessary for compliance with Program requirements. If a particular problem is widespread, GWR will re-send informational literature to area participants.

EXHIBIT 7.

PLANS

7D - EQUIPMENT PLAN

The type of equipment proposed by GWR for street sweeping and yard trimmings collection meets all the requirements to perform the services specified in the City's RFP.

The following tables summarize all proposed equipment required to provide effective and efficient yard trimmings and street sweeping services in District C for the City of San Jose.

Carts will be purchased from Otto and will meet all required specification in the RFP and Agreement. Carts will be in inventory to accommodate customers request and repairs.

District C (Yard Trimmings Collection Service) Equipment List				
Equipment Type	Regular Service (Quantity)	All Cart Service (Quantity)	Manufacture	Date of Manufacture
Supervisor/Customer Service Vehicles	2	2	Ford	2007
Service Truck	1	1	Ford	2007
32-Cubic Yard Rear-End Loader Trucks (REL)	7	5	Peterbilt w/ Heil or Leach Body	2007
REL Shuttle	1	0	Peterbilt w/ Heil or Leach Body	2007
REL Spare	1	1	Peterbilt w/ Heil or Leach Body	2007
Wheel Loader w/ Claw Bucket (Claw)	7	5	Caterpillar 914G	2007
Claw Spare	1	1	Caterpillar 914G	2007
Mandatory Carts	0	57,000	Caterpillar 914G	2007
Replacement Carts	1,000	1,000	Otto	2007
Fully Automated Collection Trucks (FAV)	1	13	Peterbilt w/Labrie Body	2007
FAV Spare	1	1	Peterbilt w/Labrie Body	2007

EXHIBIT 7.

PLANS

District C (Street Sweeping Service) Equipment List			
Equipment Type	Quantity	Manufacture	Date of Manufacture
Supervisor/Customer Service Vehicles	Included in YT Service	Ford	2007
Service Truck	Included in YT Service	Ford	2007
Sweepers	2	Tymco 500X	2007
Spare Sweeper	1	Tymco 500X	2007
Roll-Off Truck	1	Peterbilt w/ Galbreath Hook Lift	2007
Drop Box	3	Consolidated Fabricators	2007

EXHIBIT 7.

PLANS

7E - PROCESSING OPERATIONS PLAN

GWR will subcontract with Zanker for the processing and recycling of all yard trimmings collected within the City. Zanker owns and operates two composting facilities; the Zanker Road Landfill and the Z-Best Composting Facility. The Zanker Road Landfill (Landfill) is permitted by the City of San Jose and the State of California to accept up to 400 tons of green waste per day and compost up to 200 tons per day (73,000 tons per year) of organic material. Due to its successful composting programs, Zanker expanded its composting capabilities by permitting and opening the Z-Best Composting Facility (Z-Best), which is located in southern Santa Clara County (just south of the City of Gilroy). Z-Best is a 157-acre, state of the art operation that has the permitted capacity to accept up to 1,500 tons per day (548,000 tons per year) of materials for composting. It is one of the largest composting sites in Northern California.

The Z-Best Composting Facility (Z-Best) shall be the primary facility that San Jose's yard trimmings are composted. Alternatively, Zanker Road Landfill can also be used as a site for composting. The following facility discussion focuses on our primary composting facility, Z-Best.

The following table summarizes the operating and processing schedule for Z-Best.

Operating and Processing Schedule for Z-Best	
Receipt of material	24 hours/day, 7 days/week
Finished product sales	Monday-Saturday, 7 a.m. – 5 p.m.
Grinding	7 days/week, 6 a.m. – 6 p.m.
Turning and watering of windrows	7 days/week, 6 a.m. – 6 p.m.

Preliminary Processing Operations

Yard trimmings collected in San Jose will be directed to the GWR material processing and transfer station located on 625 Charles Street in San Jose. Each individual collection vehicle will be weighed and recorded in the facility's computer system. The system records gross and net tonnage, place of origin (i.e., San Jose, District C), type of material, date, time and truck information. These records are used for monthly reporting and invoicing, and are maintained on-site indefinitely. Loads are then directed to the tipping floor where personnel will inspect the loads for residuals (non-recyclable material). The residuals are sorted and placed into trash receptacles to be later disposed of at a designated landfill. GWR's strict load check program detects, removes and properly stores any hazardous waste discovered during this process. Thoroughly

EXHIBIT 7.

PLANS

scanned over, the clean yard trimmings are then placed on a conveyor, which feeds a trommel screen. The smaller portion (3" minus) of the yard trimmings (leaves, grass clippings, etc.) are screened out and conveyed to a stockpile and then loaded into a transfer trailer destined for Z-Best. The larger component of the yard trimmings (brush, tree branches, etc.) are conveyed to a separate pile and later fed into a horizontal grinder. Once ground, the chips are screened once again to remove the fines. The fines are marketed as soil amendment. The wood chips are marketed as cogeneration fuel or mulch.

Yard trimmings from San Jose will arrive at Z-Best via the transfer trailers. Yard trimmings arriving at Z-Best are weighed and recorded in the facility's computer system. As with GWR, the system records gross and net tonnage, place of origin, type of material, date, time and truck information. These records are used for monthly reporting and invoicing, and are maintained onsite indefinitely. The trucks are then directed to the grinding area for offloading.

Z-Best uses a portable grinding system that allows the yard trimmings to be processed directly into windrows, so there is no centralized tipping area. The trucks unload material directly adjacent to the current grinding area. The material is then inspected for contaminants by load checking personnel, and any hazardous materials are either returned to the truck or brought to the site's designated hazardous materials storage area for appropriate disposal. Non-hazardous contaminants are sorted and placed in trash receptacles for landfilling. Residue will be delivered to a designated landfill.

Processing and Composting Operations

After sorting, the yard trimmings are loaded into a horizontal grinder that reduces the material to approximately 3" minus. Horizontal grinders have a significant advantage in safety and operating cost when compared to traditional tub grinders. Additionally, the grinder has a throughput of 120 tons per hour. Thus, all materials received at Z-Best can easily be processed within 8 hours. Ground material is placed directly into windrows which are trapezoidal in shape, approximately 20' wide at the base, 12' high and 400' long.

During the 14-18 week composting period, windrows are monitored daily for temperature and moisture. Records are maintained on site and include daily temperature readings, turnings, and documentation of the fifteen-day pathogen reduction period as required by state law. Moisture is adjusted by adding water with one of the on-site trucks as necessary to maintain 40% to 50% moisture content. Z-Best has also designed an overhead watering system that operates automatically.

EXHIBIT 7.

PLANS

Windrows are turned with a newly acquired ALLU AS38 windrow turner 2-3 times per week to aerate and control temperature. The turner decreases the composting time by one to two weeks compared to utilizing a wheel loader for turning. A list of Processing Equipment can be found on the table below. Throughout the composting process, the desired temperature of 140-150 degrees is maintained through this system of watering and turning. Additionally, laborers walk the windrows after each turning to remove any exposed contaminants.

Finished Products Processing

When a windrow is fully composted, it is brought to the trommel screen for final processing. The trommel screen separates (at a rate of 80 tons per hour) the composted yard trimmings into ¼ inch fines and overs. The ¼ inch fines are the finished compost, which is placed into large curing piles. Samples of finished compost are taken monthly, and include testing for metals and pathogen reduction in accordance with Title 14, Chapter 3.1. Finished product is also tested for organic content, nutrient value, Carbon/Nitrogen ratio, and other items useful for marketing purposes. Compost is generally cured for 30-60 days before sale to end-users. However, compost may be stored indefinitely if market conditions fluctuate.

Overs from the screening process generally consist of wood chips, fibrous material, and plastic contaminants. Contaminants are removed for disposal and the remaining overs are re-ground. The material is then re-screened, resulting in additional finished compost and wood chips suitable for mulch and co-generation markets.

Processing Equipment Inventory for Z-Best Facility			
Equipment	Use	# of Units	Age (Years)
Zehr HG4000 Horizontal Grinder	Grind Feedstock and Overs	1	7
Rader 12x60 Trommel	Screen Finished Product	1	4
4000 Gallon Water Truck	Dust Control Maintain Windrow Moisture	2	4
Valley Irrigation Overhead	Apply Moisture to Windrows	1	5
Excavator (CAT) 312	Load Grinder	1	2
Caterpillar 950 Wheel Loader	Load Grinder Construct Windrows Load Screen Load Outbound Delivery Trucks	4	7-8

EXHIBIT 7.

PLANS

ALLU AS38 Windrow Turner	Turn Windrows	1	<1
Haul Truck	Move Materials on-site	1	1
Service Truck	Equipment Maintenance & Repair	1	5

The following table lists the number of personnel by position required to effectively and efficiently operate the yard trimmings processing operation at Z-Best.

Personnel Requirements for Z-Best Facility	
Position	Number
General Manager	1
Operations Manager	1
Operations Supervisor	1
Marketing Manager	1
Scale Operator	2
Equipment Operators	6
Misc. Labor	2

Quality Assurance/Quality Control Plan

GWR is well experienced in providing exceptional street sweeping and yard trimmings collection services, and Zanker is an industry leader in providing complete yard trimmings recycling services. GWR's and Zanker's continued success is directly linked to providing high quality assurance and quality control (QA/QC) in each and every facet of its operations.

QA/QC starts at the top of our organization. Our owners who reside in San Jose area take great pride in the proper management of our Yard Trimmings and Street Sweeping Programs. These individuals consistently track the performance of our work through contact in the community as well as their direct scrutiny. This high standard permeates our company; from owners to managers to supervisors to employees, quality is our objective.

Proper QA/QC requires researching and specifying the correct piece of equipment to perform each activity as quickly and cost effectively as possible. This key component of QA/QC is reflected in the equipment that is described in this proposal. Having the right equipment, however, also requires having properly trained staff to operate it, and

EXHIBIT 7.

PLANS

adequate supervision to regularly review and monitor each and every aspect of operations. The proposed staffing, supervision and employee training that is described in detail in this proposal clearly presents GWR's and Zanker's commitment to this valuable component of QA/QC.

QA/QC continues until the final product is generated, marketed, and has received positive reviews from its users. Zanker strives to generate the highest quality products by strictly enforcing its load check and processing procedures.

Materials Recovery Facility Delivery and Processing Protocol

Materials Management and Record Keeping: Yard trimmings collected in San Jose will be directed to the GWR material processing and transfer station located on 625 Charles Street in San Jose. Each individual collection vehicle will be weighed and recorded in the facility's computer system. The system records gross and net tonnage, place of origin (i.e., San Jose, District C), type of material, date, time and truck information. These records are used for monthly reporting and invoicing, and are maintained on-site indefinitely. Loads are then directed to the tipping floor. The loads are inspected for contaminants by load checking personnel, and any hazardous materials are either returned to the truck or brought to the site's designated hazardous materials storage area for appropriate disposal. Nonhazardous contaminants, including non recyclable material, are sorted and placed in trash receptacles for landfilling. Residue will be delivered to a designated landfill. Characterization studies are conducted on an as need basis, depending on the quality of materials being received and sold. Normally, yard trimmings originating from curbside collection arrive with minimal contamination due to the strict load checking procedures at the point of collection.

Thoroughly scanned over, the clean yard trimmings are then placed on a conveyor which feeds a trommel screen. The smaller portion (3" minus) of the yard trimmings (leaves, grass clippings, etc.) are screened out and conveyed to a stock pile and then loaded into a transfer trailer destined for Z-Best. The larger component of the yard trimmings (brush, tree branches, etc.) are conveyed to a separate pile and later fed into a horizontal grinder. Once ground, the chips are screened once again to remove the fines. The fines are marketed as soil amendment. The wood chips are marketed as cogeneration fuel or mulch.

Yard trimmings from San Jose will arrive at Z-Best via the transfer trailers. Yard trimmings arriving at Z-Best are weighed and recorded in the facility's computer system. As with GWR, the system records gross and net tonnage, place of origin, type of material, date, time and truck information. These records are used for monthly reporting

EXHIBIT 7.

PLANS

and invoicing, and are maintained on-site indefinitely. The trucks are then directed to the grinding area for offloading.

Z-Best uses a portable grinding system that allows the yard trimmings to be processed directly into windrows, so there is no centralized tipping area. The trucks unload material directly adjacent to the current grinding area. The material is, once again, inspected for contaminants by load checking personnel, and any hazardous materials are either returned to the truck or brought to the site's designated hazardous materials storage area for appropriate disposal. Non-hazardous contaminants are sorted and placed in trash receptacles for landfilling. Residue will be delivered to a designated landfill.

Management and record keeping procedures at the Zanker Road Landfill are identical to those of Z-Best.

Material Origins: GWR's Materials Recovery Facility and Transfer Station, Zanker Road Landfill and Z-Best currently receive and process yard trimmings from the following jurisdictions and service districts: the City of San Jose (Districts A and B), the Town of Woodside, the Town of Portola Valley, the Santa Clara County, the City of Cupertino, the City of Los Altos and the Town of Los Altos Hills.

All loads originating from these jurisdictions are recorded separately for reporting and invoicing purposes. Therefore, GWR and Z-Best are able to keep track of materials received, processed, sold and disposed of per origin.

EXHIBIT 7.

PLANS

7F - COLLECTION OPERATIONS PLAN

Implementation of the yard trimmings collection and recycling program and the street sweeping program included in the City's Recycle Plus Program is another critical step in the energetic efforts the City has been making since 1991 to have its residents willingly recycle their waste. In response to the City's Recycle Plus Program, GWR will be providing the following services:

- On-street collection of yard trimmings piles
- Collection of yard trimmings carts
- On-street collection of large yard trimmings piles from multiple family dwellings
- On-premise collection of yard trimmings carts from single family residents that are physically unable to get their carts to the street (i.e., handicapped, certain seniors, etc.) or single family residents that are willing to pay extra for this added convenience
- Large civic service collection of yard trimmings from the City's maintenance/service yards
- Small civic service collection of yard trimmings
- Street sweeping services

In general, yard trimmings will be collected by GWR from (1) the street in front of service units, (2) the curb in front of service units with limited street access, (3) an accessible location on the property of certain qualifying residents, (4) the street or some other vehicle accessible location near multiple family units, and (5) vehicle accessible bunkers or storage locations at the City's maintenance/service centers. Street sweeping services will be regularly performed to maintain street cleanliness and to prevent storm water contamination and dust pollution. The following presents more detailed descriptions of how the yard trimmings collection will be accomplished for all the above collection procedures and how the proposed street sweeping services will be performed.

A. Description of On-Street Collection of Yard Trimming Piles

Preparation: Yard trimming collection services will be performed weekly on the same day as regular garbage service. Participating residents are instructed through program guidelines to set out unbundled yard trimmings, loose in the street no sooner than one day prior to scheduled collection. In order to use the specially equipped loading equipment, the piles must be no larger than five feet in diameter, and need to be placed 12 inches from the curb. Yard trimmings must also be placed far enough away from

EXHIBIT 7.

PLANS

parked cars or other obstructions to allow for safe collection. There is no limit to the number of piles a recipient may place in the street, therefore maximizing the yard trimmings recycling effort.

Method of Collection: The yard trimmings pile will be picked up with a loader tractor that is equipped with a claw bucket specially designed for handling yard trimmings. The loader tractor then places the yard trimmings into a rear-end loader truck (REL). When full, the REL transports the yard trimmings to GWR's waste transfer facility located in San Jose. At GWR's transfer facility, the yard trimmings loads are initially screened and the compostable component is loaded into large waste transfer trucks. The transfer trucks economically haul the compostables to one of Zanker's waste processing facilities where it is processed and recycled as compost.

Description of Collection: Following predetermined and specifically described routes, and only working during hours established in the contract, the REL and the loader tractor work in tandem to collect unbundled yard trimmings that have been placed in the street. The loader tractor picks up the unbundled yard trimmings pile from the street and loads it directly into the REL. The loader tractor is articulated to maximize maneuverability and increase efficiency. For efficiency, the articulated loader tractor works both sides of the street in one pass. The loader tractor with its specially equipped claw bucket is capable of picking up the entire yard trimmings pile and is expected to only leave minimum residue that is easily collected by the street sweeper. The collection crew is issued a shovel and broom for any additional residue cleanup that may be required. When the REL is full, it will be routed to GWR's waste transfer facility, where it is emptied and subsequently routed back out for additional yard trimmings collection.

GWR will utilize large 32-cubic-yard REL compactor trucks in order to minimize the number of loads taken to the waste transfer facility. For operational efficiency, the REL will be set-up with a low entry dual drive chassis. This low entry chassis allows the driver to easily enter and exit the REL and the dual drive chassis allows the driver to effectively operate the REL from either side of the vehicle. The REL will also be equipped with two cart tippers one on each side of the rear-loading hopper. These cart tippers allow the REL driver to safely and efficiently dump a limited number of yard trimmings carts that are expected to be setout along the onstreet collection route.

At the start of each collection day, an empty REL truck will be driven to the start point of a pre-determined collection route. To maximize productivity of the loading crews, and depending on truck availability and scheduling, GWR will shuttle empty REL trucks to replace full RELs on the routes. The shuttle trucks will increase the efficiency of the loading crews since they will not have to stop and transport the full REL to the waste

EXHIBIT 7.

PLANS

transfer facility. Through radio contact, GWR's dispatcher will coordinate the empty shuttle trucks with the route trucks that need to be exchanged. Depending on service conditions (i.e. high volumes, truck availability) drivers may be required to leave their route and deliver their loads directly to the transfer facility.

Description of Collection of Yard Trimming Carts

In areas where on street piling of yard trimmings is prohibited (i.e., mobile home parks, private streets, areas where on-street parking is prohibited, etc.) or impossible (i.e., busy thoroughfares, areas where street parking is a premium, etc.), or if a resident chooses for his convenience, a cart is offered for yard trimmings collection. The carts are currently available in three different capacities, 32 gallon, 64 gallon, and 96 gallon. The size provided is dependent on the residents' needs and desires.

In addition to coming in three different sizes to custom fit the residents' needs, the cart offers many advantages including:

- Neat appearance
- Tidy and prevents the wind or traveling vehicles from scattering collected materials
- Equipped with wheels and is easily moved for loading convenience
- Designed for durability and long life
- Customized imprinting and/or color coding, to identify it as a yard trimmings recycling container, which prevents confusion with garbage and recycling carts
- In the event that a cart is damaged, lost, or stolen, it is repaired or replaced at no cost to the customer

Automated truck collection is by far the safest and most efficient method of unloading the full carts. Therefore, GWR will make every effort to incorporate automated truck collection service for cart users. Obviously, automated truck collection routes will be established for areas where cart service is required or necessary. Additionally, automated collection routes will be strategically established in areas of high cart use density. In areas of low cart use density, collection may be performed by the REL driver assisting with the on-street pile collection system (described above) using the semi-automated cart tippers attached to the back of the REL.

Automated collection routes will be established and dependent on the precise level of subscription cart service. Although actual experience with routes will likely force

EXHIBIT 7.

PLANS

adjustments and modification to occur, automated routes will initially be determined using the following formula.

Collection will be performed with a REL with tippers (semi automated) when approximately 20 percent of route recipients use carts. When more than 20 percent of route recipients use carts, GWR will strategically incorporate automated truck service in conjunction with on-street yard trimmings pile collection services. For cart only areas, automated collection will occur.

Preparation: Yard trimming collection services will be performed weekly on the same day as regular garbage service. Participating residents are instructed through program guidelines to set out full yard trimmings carts by 6:00 am on the scheduled day of collection. In order to use the automated unloading equipment, the carts must be placed with its wheels touching the curb (for on-street collection), or within one foot of the curb and the cart handles positioned on the side of the cart opposite the street (for curbside collection). Since the full yard trimmings cart is set out next to other garbage and recycling service container(s), the cart should also be positioned at least two-feet away from any other waste collection carts.

Method of Collection (Semi-Automated): As stated earlier, cart collection will be performed with the REL with tippers (semi-automated) when up to 20% of route recipients use carts. For the occasional cart that may occur on an on-street yard trimmings pile collection route, the REL driver will position the cart, and the tipper will semi-automatically pick up the full cart, empty the material into the hopper at the rear of the REL, and then lower and release the empty cart. The REL driver will then reposition the cart to its original location. To accommodate areas of high density cart users the REL crew may temporarily discontinue using the loader tractor and instead become a two-person crew on the REL. In this manner, one member collects the cart(s), as the other maneuvers the REL. When full, the REL transports the yard trimmings to GWR's waste transfer facility located in San Jose. At GWR's transfer facility, the yard trimmings loads are initially screened and the compostable component is loaded into large waste transfer trucks. The transfer trucks economically haul the compostables to one of Zanker's waste processing facilities where it is processed and recycled as compost.

Method of Collection (Fully-Automated): As stated earlier, fully automated collection will be provided for areas where cart service is required or necessary. Additionally, automated collection may be strategically established in areas of high cart use density (when over 20 percent of route recipients use carts). Automated cart collection will be performed by a truck with a fully automatic tipping arm. The fully automated vehicle (FAV) driver will position the truck tipper adjacent to the cart, and the tipper will

EXHIBIT 7.

PLANS

automatically grab and pick up the full cart, empty the material into the hopper at the front of the truck body, and then lower and release the empty cart back to its original location. When full, the FAV transports the yard trimmings to GWR's waste transfer facility located in San Jose. At GWR's transfer facility, the yard trimmings loads are initially screened and the compostable component is loaded into large waste transfer trucks. The transfer trucks economically haul the compostables to one of Zanker's waste processing facilities where it is processed and recycled as compost.

Description of Collection: Following predetermined and specifically described routes, and only working during hours established in the contract, the semiautomated REL or fully automated FAV will collect yard trimmings that have been placed in the carts. Both the REL and FAV are equipped with tippers that pick up and empty the cart directly into the truck hopper. For improved efficiency, the REL is specially equipped to allow the driver to handle full carts on both sides of the street in one pass. The FAV is configured to only handle full carts on one side of the street at a time. The FAV, therefore, will require two passes to handle both sides of the street. When full, the REL or FAV will be routed to GWR's waste transfer facility, where it is emptied and subsequently routed back out for additional yard trimmings collection.

See above for a brief description of the REL. For the FAV, GWR will also utilize large 32-cubic-yard capacity trucks in order to minimize the number of loads taken to the waste transfer facility. The FAV is operated from the left-hand and right hand side and is equipped with one fully automatic cart tipper on the right hand side.

At the start of each collection day an empty REL or FAV will be driven to the start point of a pre-determined collection route. When full, the REL or FAV will be routed directly to the GWR's waste transfer facility in San Jose. A one-person crew operates the FAV.

Description of On-Street Collection of Large Yard Trimming Piles from Multiple Family Units

Preparation: Yard trimming collection services for multiple family units (MFUs) will be performed weekly on the same day as regular garbage service. GWR will coordinate with the gardener, landscape maintenance company, and local residents to establish an acceptable location (i.e., convenient for all participants yet readily accessible for GWR) for the common yard trimmings pile. Participants are instructed through program guidelines to set out unbundled yard trimmings, loose in the established location no sooner than one day prior to scheduled collection. In order to use the specially equipped loading equipment, the pile(s) must be placed 12 inches from any curb, be limited to a maximum of five feet in dimension, and be placed far enough away from parked cars or structures to allow for safe collection. As long as a pile is five feet in

EXHIBIT 7.

PLANS

diameter or less, there is no specific limit to the number of piles, therefore maximizing the yard trimmings recycling effort.

Method of Collection: The yard trimmings pile will be picked up with a loader tractor that is equipped with a claw bucket specially designed for handling yard trimmings. The loader tractor then places the yard trimmings into a rear-end loader truck (REL). When full, the REL transports the yard trimmings to GWR's waste transfer facility located in San Jose. At GWR's transfer facility, the yard trimmings loads are initially screened and the compostable component is loaded into large waste transfer trucks. The transfer trucks economically haul the compostables to one of Zanker's waste processing facilities where it is processed and recycled as compost.

Description of Collection: Following predetermined and specifically described routes, and only working during hours established in the contract, the REL and the loader tractor work in tandem to collect unbundled yard trimmings that have been placed in the pile at the agreed upon location. The loader tractor picks up the unbundled yard trimmings pile and loads it directly into the REL. The loader tractor is articulated to maximize maneuverability and increase efficiency. The loader tractor with its specially equipped claw bucket is capable of picking up the entire yard trimmings pile and is expected to only leave minimum residue. The collection crew is issued a shovel and broom for any additional residue cleanup that is required. When the REL is full, it will be routed to GWR's waste transfer facility, where it is emptied and subsequently routed back out for additional yard trimmings collection. GWR will utilize large 32-cubic-yard REL compactor trucks in order to minimize the number of loads taken to the waste transfer facility. The loading crew will consist of two people: One to operate the REL and the other to operate the loader tractor.

Description of On-Premise Collection of Yard Trimming Carts from Certain Single Family Residents

As described above, a yard trimmings cart has many advantages. Another advantage associated with the cart, due to its ease of mobility, GWR will be able to also provide on-premise collection of yard trimmings carts from single family residents that are physically unable to get their carts to the street (i.e., handicapped, certain seniors, etc.) or single family residents that are willing to pay extra for this convenience. Servicing these particular service subscribers will be accomplished with the equipment and labor being used on the route.

Preparation: Yard trimming collection services will be performed weekly on the same day as regular garbage service. Participating residents are instructed through program guidelines to leave their full yard trimmings carts in an accessible, and agreed upon, location.

EXHIBIT 7.

PLANS

Method and Description of Collection: Servicing these particular service subscribers will be accomplished with the equipment and labor being used on the route. The only difference is that the route truck driver must physically leave the truck to retrieve the full cart from an agreed upon location and then replace the empty cart back to this same location. Except for this difference, the method and description of collection for yard trimmings carts described above will be employed in providing this specialized service.

Description of Yard Trimmings Collection from City's Large Civic Service Units (maintenance/service yards)

Preparation: Yard trimming collection services will be performed weekly. GWR will coordinate with City Maintenance Staff on the type and quality of yard trimmings material that can be placed in the on-site bunker.

Method of Collection: At the time of collection, an empty REL and a loader tractor that is equipped with a claw bucket specially designed for handling yard trimmings will be dispatched to the yard. The loader tractor then gathers the yard trimmings and places the material into the REL. When full, the REL transports the yard trimmings to GWR's waste transfer facility located in San Jose where the truck will be weighed and recorded. At GWR's transfer facility, the yard trimmings loads are initially screened and the compostable component is loaded into large waste transfer trucks. The transfer trucks economically haul the compostables to one of Zanker's waste processing facilities where it is processed and recycled as compost.

Description of Collection: The REL and the loader tractor will work in tandem to collect loose yard trimmings that have been placed in the on-site storage bunker. The loader tractor picks up the loose yard trimmings pile from the bunker and loads it directly into the REL. The loader tractor is articulated to maximize maneuverability and increase efficiency. While loading, the REL driver watches for contamination as the loader tractor collects the yard trimmings. If contamination found is above acceptable levels, the pile will not be picked up and the City will be notified of further action. When the REL is full, it will be routed to GWR's waste transfer facility, where it is emptied and subsequently routed back out for additional yard trimmings collection. GWR will utilize large 32-cubic-yard REL compactor trucks in order to minimize the number of loads taken to the waste transfer facility.

To maximize productivity of the loading crews, and depending on truck availability and scheduling, GWR will shuttle empty REL trucks to replace full REL's at the City yard until the bunker is empty of all accumulated yard trimmings. The shuttle trucks will increase the efficiency of the loading crews since they will not have to stop and transport the full REL to the waste transfer facility. Through radio contact GWR's

EXHIBIT 7.

PLANS

dispatcher will coordinate the empty shuttle trucks with the route trucks that need to be exchanged.

The loading crew will consist of two people, one to operate the REL and the other to operate the loader tractor.

Description of Yard Trimmings Collection from Small Civic Units

Preparation: Yard trimming collection services will be performed weekly on the same day as regular garbage service. GWR will coordinate with the gardener, landscape maintenance company, and staff at the small civic unit to establish an acceptable location (i.e., convenient for all participants yet readily accessible for GWR) for the common area for the yard trimmings pile or carts. Participants are instructed through program guidelines to set out unbundled loose yard trimmings, or full carts, in the established location no sooner than one day prior to scheduled collection.

If yard trimmings piles are used, the pile(s) must be placed 12 inches from any curb, be limited to five feet in dimension, and be placed far enough away from parked cars or structures to allow for safe collection by the specially equipped loading equipment. As long as the pile is five feet or less in diameter, there is no specific limit to the number of piles, therefore maximizing the yard trimmings recycling effort.

If yard trimmings carts are used, the cart(s) must be placed with its wheels touching the curb (for on-street collection), or within one foot of the curb and the cart handles positioned on the side of the cart opposite the street (for curbside collection). Since the full yard trimmings cart is likely set out next to other garbage and recycling service container(s), the cart should also be positioned at least two-feet away from any other waste collection carts.

Method of Collection: The yard trimmings pile will be picked up with a loader tractor that is equipped with a claw bucket specially designed for handling yard trimmings. The loader tractor then places the yard trimmings into a REL. In the event the small civic unit utilizes carts for yard trimmings collection, the REL driver will tip the cart semi-automatically into the REL. When full, the REL transports the yard trimmings to GWR's waste transfer facility located in San Jose. At GWR's transfer facility, the yard trimmings loads are initially screened and the compostable component are loaded into large waste transfer trucks. The transfer trucks economically haul the compostables to one of Zanker's waste processing facilities where it is processed and recycled as compost.

EXHIBIT 7.

PLANS

Description of Collection: Following predetermined and specifically described routes, and only working during hours established in the contract, the REL and the loader tractor work in tandem to collect unbundled yard trimmings that has been placed in the pile. The loader tractor picks up the unbundled yard trimmings pile and loads it directly into the REL. The loader tractor is articulated to maximize maneuverability and increase efficiency. The loader tractor with its specially equipped claw bucket is capable of picking up the entire yard trimmings pile and is expected to only leave minimum residue. The collection crew is issued a shovel and broom for any additional residue cleanup that may be required. In the event the small civic unit utilizes carts for yard trimmings collection, the REL driver will tip the cart semi-automatically into the REL. When the REL is full it will be routed to GWR's waste transfer facility, where it is emptied and subsequently routed back out for additional yard trimmings collection. GWR will utilize large 32-cubic-yard REL compactor trucks in order to minimize the number of loads taken to the waste transfer facility.

The loading crew will consist of two people, one to operate the REL and the other to operate the loader tractor.

Description of Street Sweeping Services

Since 1997, GWR has met the challenge of the local community by providing exceptional street sweeping services for all Districts in the City. GWR has many years of experience in residential street sweeping within the City. GWR has the equipment and operational experience to cost effectively provide the street sweeping services requested in the City's RFP. The street-sweeping program outlined in the following sections will provide the City with enhanced street sweeping that is completely and directly compatible with GWR's proposed yard trimmings collection program.

Best Management Practices: GWR will provide street sweeping services in compliance with Best Management Practices Guidelines in the publication entitled *Storm Water Best Management Practices Handbook for Industrial Commercial* (BMP's). These BMP's not only emphasize the clean appearance of the street, but also the level of street cleaning as it applies to reducing air and storm water runoff pollution. Pollutants typically found in urban storm water runoff include: street litter, combustible materials, rubber and metal pieces lost from vehicles, decaying vegetation, domestic pet wastes, chemical fertilizers and insecticides. GWR will use regenerative air sweepers, which have the capability to collect these types of materials and even the fine particulates from the street surface. Since these regenerative air sweepers utilize a closed loop (i.e., no exhaust air emission), the collected material is deposited into an enclosed hopper with little to no dust generation. Additionally, these street sweepers utilize a fine water spray to minimize dust generation from the rotation of the sweeping

EXHIBIT 7.

PLANS

brushes. Other key factors in the BMP's to reduce storm water runoff pollution include, the frequency of sweeping, vehicle parking interference, route inspection, equipment maintenance, operator training, and public education. These are addressed in more detail in the following sections.

Vehicle Parking Interference: GWR will work closely with the City Department's to identify areas with parking related problems. Through initial and continuing public relations efforts, residents of all areas will be educated to remove their parked cars from the street on sweep days.

Route Inspection: Route inspection will be a daily activity for GWR. The supervisor will inspect each route to evaluate the effectiveness of the street sweeping. Route inspection will not only include the visual inspection of the street itself, but also an inspection of the equipment and the operator as well.

Equipment Maintenance: GWR's equipment will be regularly maintained to the highest standards, to provide trouble-free operation and high-quality street sweeping services.

Training: All operators will be fully trained in the proper use of sweeping equipment by an experienced employee with years of sweeping experience. The training will also emphasize strict adherence to all safety regulations.

Special Street Sweeping Services: Since 1997, GWR has performed street sweeping services for all Districts in the City. In providing these services, GWR has learned that the biggest deterrents in providing effective sweeping services are the parked and abandoned vehicles that inhibit the sweepers. With each vehicle encountered, approximately 40 feet of curb-line is un-swept due to the need to maneuver around the object. GWR is experienced in providing Enhanced Street Sweeping (ESS) services and Tow-Enforced Street Sweeping (TESS) services and is very aware of the need to work closely with the appropriate City departments including the Parking Compliance Section of the Department of Transportation in performing these special street sweeping services. GWR will provide ESS and TESS services up to four times per month for a total of twelve curb miles.

Enhanced Street Sweeping: After receiving notice from the City for ESS service, GWR will schedule for the sweep of those specified street segments and provide those details to the Department of Transportation. "No Parking" signage will be posted 12-48 hours prior to sweeping. GWR will provide the signage, which will include our phone number. Signage will be posted a maximum of 200

EXHIBIT 7.

PLANS

feet apart, within 6 feet of the face of the curb. Signage will be removed the day following the sweep.

Tow-Enforced Street Sweeping: In those areas where ESS Service is not sufficient to allow street sweeping to occur, GWR will coordinate with the appropriate City departments as described above. At least seventy-two hours before the sweep is to occur, GWR will post temporary "Tow-Away No Stopping" signs affixed to A-frame barricades. Signs will be posted a maximum of 50 feet apart at a consistent height and a maximum of six feet of the face of the curb. Signage will be removed the day following the sweep.

Operations Summary: GWR will utilize new equipment for the Recycle Plus Street Sweeping Program. All backup equipment, which may be previously owned equipment, will meet all the equipment specifications outlined in the RFP and Agreement.

All the street sweeping equipment will be equipped with appropriate safety markings, highway and street lighting, flashing and warning lights, clearance lights, and warning flags and beacon in accordance with the California Vehicle Code and approved by the City. All equipment will be clearly marked with a GWR Sweeping Services logo, City's customer service telephone number, and a vehicle number that corresponds to GWR's maintenance records.

Employees will be duly recognized and rewarded for performing high quality services in a safe and accident free manner.

Debris Handling: The debris collected by the street sweepers consists mostly of miscellaneous litter, dirt, gravel, and yard trimmings. GWR will provide for the correct handling of street sweeping debris by placing and servicing strategically located debris boxes along street sweeping routes, and/or having the street sweeper drive to the corporation yard to unload the debris.

Debris boxes strategically located on the sweeping routes is the preferred method for debris collection. For this method, GWR will place debris boxes along the street sweeping routes. The boxes will be strategically placed at locations to handle each sweeping route. As the sweeper becomes full, the operator will arrive at the location of the debris boxes for unloading. The debris boxes will be collected and removed at the end of each street-sweeping day. Any debris that does not go into the debris box will be cleaned immediately by the street sweeper driver. All sweep waste collected will be transported and delivered to the designated disposal facility.

EXHIBIT 7.

PLANS

Route Audits

All yard trimmings collection will be audited at least annually, with each route being audited in a different quarter each year so that all routes are audited in each of the four quarters during the term of the Agreement. Route audits will be conducted by four vehicles per 12,000 service recipients in an eight-hour shift. Each vehicle will have a two-person crew. One individual will do the navigating, while the other will fill in the Route Audit Form. The crew will have a predetermined street index and maps, and a column will be provided for SFD, MUD, and other collection types.

To ensure GWR provides effective and efficient street sweeping services, GWR's foreman will inspect each route daily to evaluate the effectiveness of the street sweeping. Route inspection will not only include the visual inspection of the street itself, but also an inspection of the equipment and the operator as well.

Equipment Requirements

The type and quantity of equipment proposed by GWR for yard trimmings collection and street-sweeping services meets all the requirements to perform the services specified in the City RFP.

Four major types of specialized collection equipment, (1) the articulated tractor loader with a claw bucket attachment, (2) the Rear End Loader (REL) packer truck, (3) the Fully Automated Vehicle (FAV), and (4) yard trimmings carts are required for the various yard trimmings collection systems proposed by GWR. For GWR's proposed street sweeping program, the only specialized piece of equipment is the regenerative air sweeper. The following sections summarize each of these equipment requirements.

Articulated Tractor Loader: After eight years of experience, GWR knows that the moving speed of the loader tractor is most critical because of the distance traveled throughout each route. The range of speed in the tractors examined for this RFP varied from 14.5 mph to 21.7 mph. GWR has decided through years of experience that the 21.7 mph tractor maximizes the amount of recipients serviced per route. Also taken into consideration is the issue of safety. The visibility for the tractor driver was a significant safety factor, therefore, the Caterpillar loader (CAT) was the tractor chosen based on this safety standard. The CAT provides a total customer support system, reliability, durability, and performance. The Tink Claw Bucket (Claw) was selected as the claw attachment because of its outstanding track record.

Rear End Loader (REL) Packer Truck: The truck to be used for yard trimmings pile collection and occasional cart collection is the REL. A 32-cubic yard, Heil or Leach

EXHIBIT 7.

PLANS

compactor body mounted on a three-axle chassis is to be utilized. For operational efficiency the REL will be set-up with a low entry dual drive chassis. This low entry chassis allows the driver to easily enter and exit the REL and the dual drive chassis allows the driver to effectively operate the REL from either side of the vehicle. The REL will also be equipped with two cart tippers one on each side of the rear-loading hopper. These cart tippers allow the REL driver to safely and efficiently dump the few yard trimmings carts that are expected to occur along the on-street collection route. This vehicle and body type was selected as a result of the yard trimmings collection experience with this equipment.

Fully Automated Vehicle (FAV) Packer Truck: The truck to be used for fully automated cart collection is the FAV. A 32-cubic yard, Labrie and Heil compactor body mounted on a three-axle chassis is to be utilized. For operational efficiency the FAV will be set-up with a low entry drive chassis. This low entry chassis allows the driver to easily enter and exit the FAV. The FAV will also be equipped with a fully automated cart tipper. Vehicle and body type was selected as a result of the collection experience with this equipment.

Yard Trimming Cart Collection System: The cart system requires the purchase of individual carts, with the capacity of 32, 64, and 96 gallons.

Regenerative Air Sweeper: With several years of street sweeping experience, GWR acknowledges that regenerative air sweepers provide an efficient and environmentally friendly sweeping system. The sweeper is equipped with a large capacity debris hopper that minimizes debris dumping trips which in turn provides more sweeping time. The sweeper generates a high velocity circulating air current that blasts and loosens the debris from the pavement surface and transports it into the internal containment hopper. This highly efficient system ensures that “fines” and even hard-to-reach particles hidden within pavement cracks and irregularities will be removed. To assure street debris, fines and particle collection and transfer with minimal fugitive dust generation, these sweepers are equipped with double belted curtains and utilize re-circulated airflow.

In contrast to conventional mechanical broom sweepers, regenerative air sweepers collect and retain a higher percentage of the PM-10 (micron sized) particles that accumulate in the streets. These PM-10 particles typically contain a higher percentage of heavy metal and other pollutants that can adversely affect street rainfall runoff. These sweepers are so effective they are PM-10 certified in southern California by the South Coast Air Quality Management District. These regenerative sweepers also eliminate the streaking effect typically created by mechanical sweepers and are up to 70 percent quieter than mechanical sweepers.

EXHIBIT 7.

PLANS

Backup Equipment

GWR has incorporated some backup equipment in the cost presented in this proposal. All yard trimmings collection vehicles will be located at a strategically located yard in the City of San Jose. This backup equipment will be used in the event of traffic congestion or any other service disruption. This backup equipment will be readily available to GWR's collection crews in the event of vehicle failure, or if additional vehicles are ever needed to complete collection.

Because GWR and Zanker are predominately located in San Jose, the availability of additional backup equipment, over and above that provided in this proposal can also be easily obtained through these companies' operations. Other equipment such as customer service vehicles, supervisor vehicles, service trucks, and drop boxes can be immediately drawn from GWR vehicle and equipment pool if needed.

Traffic Congestion

Being a local company, GWR has seen the steady growth of traffic in the San Jose area and knows first hand the disruption and schedule conflicts that can occur due to traffic congestion. GWR staffs' local experience allows us to be very familiar with traffic congestion, potential for disaster (i.e. earthquakes), and a variety of disruptions to services. If traffic congestion occurs, the dispatcher is notified via radio and a substitute travel route is considered and chosen. Traffic congestion, which results during daily commute hours, can be avoided as practically as possible through good routing procedures.

Emergency Service

GWR will utilize an automated paging system for off-hour emergency and customer related calls. The service will page a GWR representative if emergency calls are received. For customers with inquiries, the service will take a message, which will be relayed to GWR the next working day. All calls will be recorded on a customer inquiry/complaint log and in C-UBS. This service will be available for 24-hour, seven days a week for any emergency situation. GWR will have a pool of management personnel who will be responsible for interfacing with the service if emergency situations arise. Personnel will be trained and will have the resources necessary to mitigate emergencies.

EXHIBIT 7.

PLANS

Staffing Requirements

GWR will provide adequately trained staff to effectively and efficiently meet all service requirements specified in the City RFP. To do this, GWR will utilize a variety of staff, depending on workload and seasonal changes. Additionally, the amount of yard trimmings generated and the frequency of recipient's participation varies according to the variety and density of vegetation, the size of each residential lot, and the overall affluence of the area. The average number of recipients per collection crew per shift will be adjusted as participation changes (i.e., due to change of seasons, home composting programs, drought conditions, educational efforts, future legislation, etc.).

Additional key personnel will be reassigned from other operations for training and startup. Prevailing wages shall be paid as set forth in the RFP.

GWR primarily exists to provide street sweeping and yard trimmings collection services for the City. Therefore, all staff necessary for the successful operation of GWR proposed street sweeping and yard trimmings collection services will be fully dedicated to these programs.

Contamination Control

Based on its yard trimmings performance over the past 15 years, GWR estimates contamination levels at the start of this program to be less than one percent. GWR believes that the public educational efforts provided by the City for this program can be expanded to promote our goal of zero contamination. GWR, therefore, has established funding in its operational budget, which guarantees that energetic public education efforts can be carried on throughout the entire program. These educational efforts will target contamination and will help recipients identify items not acceptable in yard trimmings piles.

Due to the nature of this operation, the contamination level of yard trimmings collected at the City's maintenance/service yards is expected to be greater than the yard trimmings collected from residential routes. This is based on the fact that the yard trimmings collected by the City is generated at sites used by the general public. Because of this, it is also highly likely that the contamination will be small in size (i.e., cigarette butts, gum/candy wrappers, paper, etc.). Therefore, the contaminants themselves will be especially hard to remove due to their minute size. GWR will continue to work closely with City crews to instruct them on this type of problem contamination, and will continue to educate them on how to deal with this situation. These efforts will greatly assist in achieving our goal of zero contamination.

EXHIBIT 7.

PLANS

GWR also realizes that its employee will be absolutely critical in achieving this zero contamination goal. Therefore, GWR has an employee incentive and training program in place. By offering employee incentives, GWR encourages excellent participation from its employees.

In the event that contamination occurs, the following steps will be taken.

1. Driver and/or operator identify the contaminated pile.
2. The driver documents the type of contamination on a non-collection notice
3. At the time contamination is found, the driver is to leave a non-collection notice on the recipient's door.
4. When the driver returns to the base facility, the non-collection notices are given to the customer service department, who follow up on all noncollection notices.

Inadvertent Collection of Hazardous Waste

No hazardous waste will knowingly be delivered to the processor. All reasonable steps will be taken to remove any hazardous waste found. Initial screening of material should result in removal of suspected hazardous waste at the point of pickup. This waste will not be collected.

Health and Safety Procedures

To continue to achieve high levels of successful performance, GWR knows it is absolutely imperative to protect its most valuable resource; its employees. For this reason, GWR's goal is to eliminate any foreseeable hazard, which may result in accident, injury or illness, property damage or loss, or business interruption. GWR's philosophy is that all occupational injuries and illnesses can be prevented, and that the safety and security of its employees and customers is paramount. GWR, therefore, has developed an Injury and Illness Prevention Program that serves as a guideline for employees in the safe performance of their daily activities. GWR credits its success to the efforts of its employees. The employees' contribution and participation in health and safety is regularly encouraged and rewarded accordingly.

EXHIBIT 7.

PLANS

7G - EMPLOYEE AND LABOR RELATIONS PLAN

GreenWaste Recovery, Inc. (GWR) has been in business since 1991 and currently has over 200 employees performing various jobs in its Solid Waste collection and recycling operations. Its main facility is located at 625 Charles Street in San Jose and has a satellite facility in Watsonville, California. GWR has always had a great relationship with its employees. In its history, GWR has never had a work stoppage or missed any of its collection or processing requirements due to labor unrest. It is GWR's commitment to its employees to provide satisfactory working conditions with pay and benefits commensurate with the work performed.

GWR has always subscribed to labor peace and will continue to do so. For this contract, GWR has agreed to offer jobs to all qualified displaced workers from the former contractor and will work with the City in holding a job fair as provided for in the contract. All workers hired for this contract will be paid at least the scales and benefits outlined in Exhibit 17 ("Wage Policy") of the contract. GWR will also abide by all laws relating to labor issues including fair labor negotiations.

GWR has never had "labor discord" in its operations and doesn't anticipate any in the future; however, there is no way to guarantee there will never be any. GWR has always provided many benefits and programs outside its employment contract with its employees to maintain a competent and contented work force.

However, should there be "labor discord" that GWR is unable to dispel, it guarantees to perform and fulfill all the requirements of this contract.

EXHIBIT 8.

MFD RESIDENTIAL SOLID WASTE PROCESSING PLAN

Pursuant to Section 9.3 of this Agreement, CONTRACTOR shall cause to have Processed Multi-Family Dwelling (“MFD”) Residential Solid Waste (“RSW”) in accordance with the protocol set out in this exhibit to achieve the MFD RSW diversion rate of 70%.

A. PROCESSING

The MFD RSW will be processed at the Compostable Waste Processing Facility (“CWPF”) and Composting Facility, or such other processing facilities as are approved by the City Representative.

1. Compostable Waste Processing Facility.

The GreenWaste Recovery Facility located at 625 Charles Street, San Jose, CA 95112 is approved by the CITY for use as a processing facility for the processing of MFD RSW. CONTRACTOR shall ensure there is sufficient capacity at the CWPF for receiving and processing of all MFD RSW. CONTRACTOR shall maintain procedures, records and internal controls to record weights of incoming material before MFD RSW is commingled with Yard Trimmings (“YT”) or other materials from any other source.

2. Composting Facility.

The Z-Best composting facility located at 980 State Highway 25, Gilroy, CA 95020 is approved by the CITY for use as a processing facility for the processing of MFD RSW. CONTRACTOR shall ensure there is sufficient capacity at the Composting Facility for receiving, processing, and curing Compostable Waste from MFD Service Units and processing the MFD Compostable Waste into Approved Products and for storage of the Approved Products.

3. Processing Protocol.

CONTRACTOR shall ensure that MFD RSW is processed in accordance with the following:

- a. Incoming loads of MFD RSW will be weighed before being processed.
- b. At the CWPF, MFD RSW will be processed to remove Recyclable Material and Residue. Recyclable Material will be handled according to Section 9.9 of the Agreement.
- c. The remaining material will be delivered to the Composting Facility for processing. MFD Compostable Waste will be blended with other organic

EXHIBIT 8.

MFD RESIDENTIAL SOLID WASTE PROCESSING PLAN

material and injected into CTI-bags for in-vessel composting. Retention time in the bags will be approximately fourteen (14) weeks.

- d. Upon completion of the retention time, the contents of the CTI-Bags will be placed in windrows and cured for an additional 2 to 3 weeks.
- e. After curing, the materials will be screened to generate finished compost.
- f. Residuals remaining after screening will be delivered to the Disposal Facility.
- g. For every five-thousand cubic yards of finished compost generated, samples will be sent to an independent laboratory to test for pathogen reduction.

B. WEIGHING REQUIREMENTS

At a minimum, CONTRACTOR shall weigh or shall cause to be weighed all MFD RSW received pursuant to this Agreement. CONTRACTOR shall report all weights (both gross and tare) and related delivery information, including date, time, material type, route and truck number for each load. CONTRACTOR shall report all weighings in accordance with the reporting schedule set out in Exhibit 10 ("Data And Reporting Requirements") of this Agreement.

C. RESIDUE DETERMINATION AND DISPOSAL

On a monthly basis, the City Representative shall determine a disposal allocation as follows:

- a. If MFD RSW is kept separate from material from other sources throughout the processing, the disposal allocation shall be the actual tons of Residue.
- b. If MFD RSW is combined with material from other sources, the City Representative will calculate the disposal allocation using the average amount of MFD RSW Residue generated at the CWPF and the average amount of MFD Compostable Waste Residue generated at the end of the composting process at the Composting Facility as determined in the most recent MFD RSW audit described below. The City Representative will then apply these average Residue rates to the tonnages of MFD RSW delivered to the CWPF to determine the disposal allocation. Example: If the MFD RSW Audit shows that the CWPF Residue rate is 12% and the Composting Facility Residue rate is 10%, then for 100 tons of MFD RSW

EXHIBIT 8.

MFD RESIDENTIAL SOLID WASTE PROCESSING PLAN

delivered, the CWPF disposal allocation would be 12 tons and the Composting Facility disposal allocation would be 10 tons for a total disposal allocation of 22 tons.

- c. CONTRACTOR shall perform semi-annual audits of the program and coordinate the audits with the City Representative as to dates and volume of material with a minimum volume of 40 tons delivered to the CWPF for each audit. CONTRACTOR shall select sample loads from different routes/truck numbers and different collection days for each successive audit. The data from the audits shall be used to calculate Residue rates at the CWPF and Composting Facility. The data from each subsequent audit is cumulative in that the new audit tons shall be added to the tons from previous audits to determine the new Residue rate. The MFD RSW will be audited as follows:

Compostable Waste Processing Audit (Sort-Line Audit)

- i. Prior to processing, all bunkers will be cleaned out and MFD RSW will be weighed on the inbound scale.
- ii. The MFD RSW from the collection vehicles will be tipped into a bunker on the floor of the CWPF.
- iii. The MFD RSW will be fed onto the processing line.
- iv. The Recyclable Material and Residue will be sorted out and placed in the appropriate bunker(s) and/or bin(s).
- v. The materials from bunker(s) and/or bin(s) will be removed and weighed individually.
- vi. CONTRACTOR shall compile the data into a report for CITY. The report shall include, but not be limited to, the tonnage information by category. The categories include Residue, paper, plastic, glass, metal, Compostable Waste, and any other categories to be determined by mutual agreement of City Representative and CONTRACTOR.

Composting Facility Audit (Post-Processing Audit)

- vii. Break open bag(s) of processed MFD Compostable Waste.
- viii. For the audit, MFD Compostable Waste shall not be combined with materials from other sources with the exception of YT.

EXHIBIT 8.

MFD RESIDENTIAL SOLID WASTE PROCESSING PLAN

- ix. Screen out Residue and weigh Residue to determine post-processing Residue level.

Residue Rate Calculation

- x. In calculating the current Residue rate for the report to CITY, the tonnage of Residue from each audit shall be added to the collective tonnage from previous audits.
 - xi. Data to be collected from the CWPF include the total tons of MFD RSW delivered to the CWPF, Recyclable Material removed from CWPF, MFD Compostable Waste removed from CWPF, and Residue remaining after processing of MFD RSW.
 - xii. Data to be collected from the Composting Facility include the tons of MFD Compostable Waste delivered to the Composting Facility, and Residue remaining after composting of MFD Compostable Waste.
- d. If the MFD RSW is combined with other materials, the City Representative shall only issue the MSW Disposal Voucher for disposal of Residue at the Disposal Facility under CITY's disposal capacity after a MFD RSW Audit is complete. Thereafter, the City Representative will issue MSW Disposal Vouchers to the operator of the CWPF and Composting Facility on an as-needed basis. Because of the length of the composting process, for Residue generated at the end of the composting process, disposal will be authorized five months after the delivery of the MFD Compostable Waste. CONTRACTOR shall return copies of the Vouchers to the City Representative by the tenth calendar day of the month following the month of delivery of Residue to the Disposal Facility.

EXHIBIT 9.

APPROVED SUBCONTRACTORS

The subcontractors listed below are hereby approved by CITY as to the scope of work specified for each listed subcontractor. CONTRACTOR may employ additional subcontractors may only with the prior written approval of CITY's Director of Environmental Services as to the subcontractor(s) and the scope of work to be performed by the subcontractor(s).

Name of Company/Firm	Address	Area of Responsibility
Zanker Road Resource Management, Ltd. DBA Zanker Material Processing Facility and Zanker Road Landfill	675 Los Esteros Road San José, CA 95134 705 Los Esteros Road San José, CA 95134	<ul style="list-style-type: none">• Neighborhood Clean-Up Debris Box Processing• Sweep Waste pre-processing and transport to the Composting Facility• Organic Waste processing and finished product marketing
Zanker Road Resource Management. Ltd. DBA Z-Best	980 State Highway 25, Gilroy, CA 95020	<ul style="list-style-type: none">• Organic Waste processing and finished product marketing

EXHIBIT 10.

DATA AND REPORTING REQUIREMENTS

I DAILY COLLECTION AND SWEEP DATA

CONTRACTOR shall compile data on a daily basis and report the following information monthly by electronic format within ten (10) calendar days of the end of each month following the month in which the service was completed.

A. LOAD DATA FOR RESIDENTIAL YARD TRIMMINGS SERVICE

For Residential Yard Trimmings (“YT”) Service, CONTRACTOR shall provide data for each load collected and delivered to the Compostable Waste Processing Facility (“CWPF”), Composting Facility or alternate facility. Data shall include, at a minimum, the following information:

1. Name of CWPF, Composting Facility or alternate facility receiving load
2. Weight tag number (unique, non-repeating number)
3. Date of collection
4. Day of week collected
5. Date delivered to CWPF, Composting Facility or alternate facility
6. Time of arrival at facility
7. Truck number
8. Net weight of load (in tons)
9. Route number(s)
10. District(s) serviced
11. Service Type (SFD, MFD, MHP, Small Civic)
12. Number of set-outs by type (on-street, cart)
13. Time on route(s) (collection, transport, and downtime)

B. LOAD DATA FOR LARGE CIVIC YARD TRIMMINGS COLLECTION SERVICE

For collection from Large Civic Service Units, CONTRACTOR shall provide data for each load collected and delivered directly to the CWPF, Composting Facility or alternate facility. Data shall include, at a minimum, the following information:

1. Name of CWPF, Composting Facility, or alternate facility receiving load
2. Weight tag number (unique, non-repeating number)
3. Date of collection
4. Day of week collected
5. Date delivered to CWPF, Composting Facility, or alternate facility
6. Time of arrival at facility

EXHIBIT 10.

DATA AND REPORTING REQUIREMENTS

7. Truck number
8. Net weight of load (in tons)
9. District(s) serviced
10. Name of Large Civic Service Unit(s) serviced, Small Civic Service Unit(s) receiving on-call service, or location(s) of street tree pruning collection
11. Time on route(s) (collection, transport, and downtime)

C. COURTESY NOTICE DATA

CONTRACTOR shall provide data for each Courtesy Notice issued. Data must include, at a minimum, the following information:

1. Date issued
2. Total number of notices issued

D. NON-COLLECTION NOTICE DATA

CONTRACTOR shall provide data for each Non-Collection Notice ("NCN") issued. Data shall include, at a minimum, the following information:

1. NCN number (unique, non-repeating number)
2. Date issued
3. Day of the week issued
4. Route number
5. Recipient address
6. Service District
7. Reason for non-collection (codes and definition of codes to be provided by City)

E. NEIGHBORHOOD CLEAN-UP AND TARGETED CLEAN-UP SERVICES DATA

CONTRACTOR shall provide data for each Neighborhood Clean-Up ("NCU") and Targeted Clean-Up ("TCU") events. Data shall include, at a minimum, the following information:

1. Date of event
2. Day of week of the event
3. San José City Council District
4. Number of CRTs collected
5. For each Roll-Off Container delivered to the event:
 - i. Size of the container
 - ii. Container number

EXHIBIT 10.

DATA AND REPORTING REQUIREMENTS

- iii. Type of material collected in the container
 - iv. Where the loaded container was delivered (CWPF, Disposal Facility, other Recycler)
 - v. Date the loaded container was delivered
 - vi. Time the loaded container was picked up
 - vii. Time of arrival at facility
 - viii. Net weight of load (in tons)
6. For collection that use a vehicle or container other than a Roll-Off Container:
- i. Type of collection mechanism
 - ii. Type of material collected
 - iii. Where the collected material was delivered (CWPF, Disposal Facility, other Recycler)
 - iv. Date the loaded container was delivered
 - v. Time the loaded container was picked up
 - vi. Time of arrival at facility
 - vii. Net weight of load (in tons)

F. PUBLIC LITTER CONTAINER SERVICES DATA

For Public Litter Containers ("PLC"), CONTRACTOR shall provide data for each load collected. Data shall include, at a minimum, the following information:

1. Number of total containers serviced
2. Number of total collections completed, including any additional, extra or special pickups
3. Number of missed pick-ups or non-collections
4. Description of any issues that are hindering collections

G. LOAD DATA FOR RESIDENTIAL STREET SWEEPING SERVICE

For Residential Street Sweeping ("RSS") Service, CONTRACTOR shall provide data for each portion of the route swept. Data shall include, at a minimum, the following information:

1. Date of sweep
2. Day of week swept
3. Street sweeper identification number performing each route
4. Route number(s)
5. District(s) serviced

EXHIBIT 10.

DATA AND REPORTING REQUIREMENTS

6. Time in and time out for each portion of route
7. Name of sweeper operator on each route
8. Total miles scheduled on entire route
9. Total number of miles swept on portion of route completed
10. Beginning and ending odometer readings for portion of route completed
11. Location of dumpsite
12. Estimate of tons of debris collected and delivered to dumpsite
13. Estimate of volume (in cubic yards) of debris collected and delivered to dumpsite
14. Listing of streets not swept, and reason for not sweeping
15. Approximate number of parked cars using on-street parking on each sweep route
16. Location of street trees that interfere with sweeping operations

H. LOAD DATA FOR SWEEP WASTE

CONTRACTOR shall provide data for each load of Sweep Waste delivered to the Disposal Facility or alternate facility. Data shall include, at a minimum, the following information:

1. Name of Disposal Facility or alternate facility receiving load
2. Weight tag number (unique, non-repeating number)
3. Date of collection
4. Day of week collected
5. Date delivered to Disposal Facility or alternate facility
6. Time of arrival at facility
7. Truck number
8. Net weight of load (in tons)
9. Route number(s) serviced by dumpsite
10. Location(s) of dumpsite collected from
11. District(s) serviced by dumpsite

II PROCESSING DATA

CONTRACTOR shall report monthly by electronic format within ten (10) calendar days of the end of each month in which the service was completed, all data described in Articles 6 ("Yard Trimmings Services), 7 ("Residential Street Sweeping Services"), 8 ("Yard Trimmings And Sweep Routes"), 9 ("Recyclable Material And Compostable Waste Processing"), 10 ("Neighborhood Clean-Up

EXHIBIT 10.

DATA AND REPORTING REQUIREMENTS

Services”), and 11 (“Public Litter Container Services”) of this Agreement, including the following:

- A. COMPOSTABLE WASTE PROCESSING FACILITY
 - 1. Weight of all Organic Waste by waste stream (collected pursuant to this Agreement) delivered directly to CWPF.
 - 2. Processing Equipment Breakdown Report (for significant events):
 - i. Date of breakdown
 - ii. Type of equipment
 - iii. Duration of breakdown
 - iv. Reason for breakdown
 - v. Impacts, if any, to processing operations
 - vi. Mitigation measures taken to avoid similar breakdowns
- B. COMPOSTING FACILITY
Weight of all Organic Waste (collected pursuant to this Agreement) delivered to Composting Facility.
- C. DISPOSAL FACILITY
 - 1. Individual weights of all Organic Waste by waste stream (collected pursuant to this Agreement) delivered directly to Disposal Facility (as in the case of a contaminated load)
 - 2. Total weight of all Organic Waste, collected pursuant to this Agreement, delivered to Disposal Facility (from CWPF or Composting Facility)
 - 3. Weight of Sweep Waste delivered to Disposal Facility
- D. NEIGHBORHOOD CLEAN-UP AND TARGETED CLEAN-UP PROCESSING
CONTRACTOR shall provide data for processing for NCU and TCU Services. Data shall include, at a minimum, the following information:
 - 1. Tons of materials reused
 - 2. Tons of materials Recycled
 - 3. Tons of materials disposed
 - 4. Diversion and Disposal Load Authorization Forms
- E. MFD / SFD RESIDENTIAL SOLID WASTE PROCESSING
CONTRACTOR shall provide data for processing of RSW from MFD and SFD Service Units. This data shall be reported on a monthly basis. Data shall include, at a minimum, the following information:

EXHIBIT 10.

DATA AND REPORTING REQUIREMENTS

1. Tons of MFD and SFD solid waste received at the CWPF.
 - i. CONTRACTOR weight tag number (unique, non-repeating number)
 - ii. Date received at CWPF
 - iii. Time of arrival at facility
 - iv. Truck number
 - v. Net weight of load (in tons)
 - vi. Material Type (San Jose MFD or SFD RSW)
2. Recyclable Material sales information:
 - i. Type of material
 - ii. Buyer
 - iii. Date purchased
 - iv. Tons shipped
 - v. Price
 - vi. Invoice number
 - vii. Weight tag number
 - viii. Freight cost
 - ix. Number of bales
 - x. Total revenue
3. Tons of Residue from the CWPF delivered to the Disposal Facility paid for with the MSW Disposal Voucher.
 - i. Name of Disposal Facility receiving load
 - ii. CONTRACTOR weight tag number (unique, non-repeating number)
 - iii. Disposal Facility weight tag number (unique, non-repeating number)
 - iv. MSW Disposal Voucher number (unique, non-repeating number)
 - v. Date delivered to Disposal Facility
 - vi. Time of arrival at facility
 - vii. Truck number
 - viii. Net weight of load (in tons)
 - ix. Material Type (San Jose MFD or SFD RSW Residue)
4. Tons of Residue from the Composting Facility delivered to the Disposal Facility paid for with the MSW Disposal Voucher.
 - i. Name of Disposal Facility receiving load
 - ii. CONTRACTOR weight tag number (unique, non-repeating number)
 - iii. Disposal Facility weight tag number (unique, non-repeating number)
 - iv. MSW Disposal Voucher number (unique, non-repeating number)
 - v. Date delivered to Disposal Facility
 - vi. Time of arrival at facility

EXHIBIT 10.

DATA AND REPORTING REQUIREMENTS

- vii. Truck number
- viii. Net weight of load (in tons)
- ix. Material Type (San Jose MFD or SFD RSW Residue)

- 5. Tons of Residue from the CWPF delivered to the Disposal Facility paid for by CONTRACTOR.
- 6. Tons of Residue from the Composting Facility delivered to the Disposal Facility paid for by CONTRACTOR.

F. PUBLIC LITTER CONTAINER SERVICES PROCESSING

For PLCs, CONTRACTOR shall provide data for each load delivered to the CWPF, Composting Facility, or alternate facility. Data shall include, at a minimum, the following information:

- 1. Tons of PLC Waste delivered directly to the CWPF, Composting Facility, or any approved alternate processing facility.
- 2. Tons of all Approved Products (by type) delivered from the Composting Facility and each alternate processing facility to any other facility.
- 3. Tons of all Residue (MFD and SFD RSW, City Facilities, and PLC Services) delivered to the Disposal Facility.
- 4. Tons of Residue attributable to PLC Services.

G. LARGE ITEM PROCESSING

CONTRACTOR shall provide data for processing of Large Items. Data shall include, at a minimum, the following information:

- 1. Number of items received by type (white goods-CFC, white goods-other, brown goods, mattresses, furniture, upholstered furniture, E-Waste, other) and by month
- 2. Tons received by type
- 3. Material reused (tons and type)
- 4. Material Recycled
- 5. Tons disposed

III DATA RECONCILIATION

CONTRACTOR shall compare the CITY's Service Unit data with the CONTRACTOR's Service Unit data and resolve all discrepancies within thirty (30) calendar days. Reconciliations shall be completed annually by March 15th of each year. CONTRACTOR shall notify CITY ten (10) Work Days prior to commencing the data reconciliation, by requesting Service Unit data from the

EXHIBIT 10.

DATA AND REPORTING REQUIREMENTS

CITY's Customer Service System. The CITY shall provide data within ten (10) Work Days of the request. If a large number of discrepancies are discovered during the data comparison, the CITY may approve deferring resolution of discrepancies until the next annual route audit. CONTRACTOR may choose to replace their Service Unit data with CITY Service Unit data instead of conducting a data comparison. CONTRACTOR shall replace their data with CITY provided data within five (5) Work Days of data receipt, and notify CITY when complete.

IV DATA

A. Monthly Reports

CONTRACTOR shall submit Monthly Reports within ten (10) days of the end of each calendar month. The Monthly Report shall follow the report format requested by the City Representative. The Monthly Report shall include copies of any disposal vouchers used at the Disposal Facility and Diversion Load Authorization forms during the reporting month.

B. Quarterly Reports

CONTRACTOR shall submit Quarterly Reports within thirty (30) days of the end of the previous calendar quarter. The Quarterly Report shall follow the "Report Outline for Quarterly and Annual Reports" format as described in Section E below, focusing on analysis and narrative of quarterly activity, with trend comparisons to previous quarter and same quarter of previous year, if applicable.

C. Annual Reports

CONTRACTOR shall submit Annual Reports on or before February 15th for the previous calendar year. The final report covering the last six months of service under this Agreement shall be submitted by August 15th following the end of service. The Annual Report shall follow the "Report Outline for Quarterly and Annual Reports" format as described in Section E below, with analysis and narrative to cover the reporting year activity.

D. On-Request Reports

1. Strike Contingency

If CONTRACTOR's employees are represented by a collective bargaining unit, CONTRACTOR shall detail how normal operations will be maintained if a labor strike should occur. The strike

EXHIBIT 10.

DATA AND REPORTING REQUIREMENTS

contingency plan shall include, but not be limited to, the steps to be taken to have replacement labor to maintain operations, to maintain facility security, to protect non-union personnel and the public, and a point of contact and spokesperson for media relations,.

2. Additional Customer and Operation Information

From time to time, CITY may request additional information in order to evaluate a potential redesign of the Recycle Plus Program services including, but not limited to the following:

a. Routes by Service Type (YT, RSS, PLC, and Other)

1. Number of routes per day;
2. Types of vehicles;
3. Crew size per route;
4. Number of full time equivalent (“FTE”) routes; and,
5. Number of Service Units per route.

b. Personnel

1. Organizational chart;
2. Job classifications and number of employees (e.g. administrative, customer service representatives, drivers, supervisors, educational staff);
3. Driver wages;
4. Number of FTE positions for each job classification; and
5. Number of hours per job classification per year

c. Productivity Statistics

1. Number of Service Units per day per route
2. Representative number of setouts per day per route of actual data or based on annual route audit; and
3. Average tons per route per day per route.

d. Education Activities

1. List of all public education efforts performed during the most-recently completed 12-month period including but not limited to: mailers, newsletters, bill inserts, announcements on bills, etc. For each item listed, identify the date and method of distribution, the customers or parties that received the materials, and the total number distributed and provide a copy of the material distributed; and,
2. Dates, times, and group names of meetings attended.

EXHIBIT 10.

DATA AND REPORTING REQUIREMENTS

- e. NCU Events / E-Waste / Bulky Items / Christmas Tree Collections
Provide tonnage by service (NCU, Bulky Item, E-Waste, and Christmas tree collections). Include the following information for applicable services provided:
1. Number of individual NCU events, E-Waste, Bulky Item, and Christmas tree pick-ups during each month for the most-recently completed 12-month period.
 2. Disposal Tonnage;
 3. Diversion Tonnage, listed by vendor or Processing Site;
 4. Number of stops serviced by a third party re-use vendor;
 5. List of re-use vendors collecting reusable items; and,
 6. Number and type of vehicles used to perform the collections, average route hours per week; number of personnel and average labor hours per week during a one month period.
3. Windrow Data
CONTRACTOR shall keep sufficient records to verify that 50% of the products made from YT collected pursuant to this Agreement meet the criteria of Approved Products as defined in Exhibit 14 ("Approved Products"). Such records shall include, but are not limited to dated temperature records from the composting process.
4. Processing Data
- a. Compostable Waste Processing Facility
1. Total tons of material from all sources that are delivered
 2. Total tons of Recyclable Material recovered from all sources
 3. Total tons of material from all sources delivered from the CWPF to the Composting Facility
 4. Total tons of Residue generated from all sources
- b. Composting Facility
1. Total tons of material from all sources that are delivered
 2. Total tons of Approved Product from all sources

EXHIBIT 10.

DATA AND REPORTING REQUIREMENTS

3. Total tons of Residue generated from all sources
 5. Lab Tests of Finished Compost

CONTRACTOR shall follow procedures and perform tests on material to satisfy all permits, as well as any testing protocol to participate in California Compost Quality Council certification program or the U.S. Composting Council Seal of Testing Assurance program. CONTRACTOR shall provide testing results upon request of the City Representative.
 6. Approved Product Sales Summary

Upon the request of the City Representative, CONTRACTOR shall make available for inspection the following sales information for all approved products sold or donated:

 1. Buyer/End User
 2. Unit Price (\$ per cubic yard or \$ per ton)
 3. Revenue received
 7. Permits

CONTRACTOR shall provide the CITY Representative with copies of all applicable facility permits for the Compostable Waste Processing Facility and the Composting Facility.
 8. Regulatory Compliance for Vehicles

CONTRACTOR shall provide the CITY Representative with copies of any documentation demonstrating compliance with the following regulatory requirements:

 - a. Clean air vehicle regulations as set forth in Section 13.3.2
 - b. Registration, licensing, and inspection as set forth in Section 13.3.6
 - c. Vehicle certification as set forth in Section 13.3.11
- E. Report Outline For Quarterly and Annual Reports
- The following provides an outline of the Quarterly and Annual Report requirements. The purpose of the reports is to provide an analysis of activities and significant events, including service delivery, CONTRACTOR performance, waste stream analysis, commodity prices, and community outreach and relations.

EXHIBIT 10.

DATA AND REPORTING REQUIREMENTS

REPORT OUTLINE

SECTION I - DATA

A. COLLECTED TONNAGE

1. Organic Waste

This section shall include analysis of tons of Organic Waste collected and apparent trends and causes for any tonnage changes.

2. Residential Street Sweeping

This section shall include analysis of tons of Sweep Waste collected and apparent trends and causes for any tonnage changes.

B. RESIDUE TONNAGE DISPOSED

This section shall include analysis of Residue levels at the CWPF and Composting Facility, and apparent trends and causes for any tonnage changes.

C. RECYCLABLE TONNAGE SOLD

This section shall focus on detailed analysis of the Recyclable Materials sold (by major commodity), apparent trends and causes, and any challenges in the marketing of material.

D. MFD RESIDENTIAL SOLID WASTE PROGRAM

This section shall focus on detailed analysis of the MFD RSW Program including apparent trends and causes for any significant changes to the collection, transfer or processing of the material.

E. STREET SWEEPING SUMMARY

This section shall focus on detailed analysis of street sweeping activity. A discussion on all enhanced sweeping activities and their results shall also be included. In addition, CONTRACTOR shall report on all accomplishments, highlights, and areas for improvement in street sweeping services.

F. LARGE ITEMS RECEIVED

This section shall focus on the Large Items received, and provide the following specific program aspects:

- Number of items received by type (white goods-CFC, white goods-other, brown goods, mattresses, furniture, upholstered furniture, E-Waste, other) and by month
- Tons received by type

EXHIBIT 10.

DATA AND REPORTING REQUIREMENTS

- Material reused (tons and type)
- Material recycled
- Tons disposed

G. NEIGHBORHOOD CLEAN-UP AND TARGETED CLEAN-UP SERVICES

This section shall focus on detailed analysis of NCU and TCU services, apparent trends and causes for any significant changes. Additional analysis shall be provided on the following specific program aspects:

- Event details including date, location, staffing, number and type of bins
- Items collected
- Tons collected by type
- Material reused (tons and type)
- Material recycled
- Tons disposed

H. PROCESSING OPERATIONS SUMMARY

This section shall provide a detailed analysis of Organic Waste processing, sales, donations, and diversion, including apparent trends, causes, and challenges. Summary shall include processing operation features, and any significant operational changes. In addition, CONTRACTOR shall report on all accomplishments, highlights, and areas for improvement in processing of Organic Waste.

I. APPROVED PRODUCT SUMMARY

This section shall focus on a detailed analysis of Approved Products marketing, sales activity, and apparent trends and causes. CONTRACTOR shall provide the following information for each sales transaction:

- San Jose tons sold or donated
- Product type (compost, mulch, wood chips, etc.)

J. HOME COMPOSTING BIN DELIVERY

This section shall provide a detailed analysis of compost bin delivery activity, if applicable. Discussion shall include delivery issues and data, as well as inventory levels of bins in storage.

K. NON-COLLECTION AND COURTESY NOTICES

This section shall focus on detailed analysis of NCNs and Courtesy Notice activity, by the dates issued, category and type, including apparent trends and causes for any changes.

EXHIBIT 10.

DATA AND REPORTING REQUIREMENTS

L. MISSED COLLECTIONS

This section shall focus on detailed analysis of the number of missed collections, apparent trends and causes and possible remedies.

M. CART ACTIVITY

This section shall focus on detailed analysis of YT Cart activity, and apparent trends and causes for any significant changes, and approximate quantities, by size, of CONTRACTOR's inventory of YT Carts available for deliveries, repairs and exchanges.

N. CUSTOMER CALLS

This section shall focus on detailed analysis of customer service activity, apparent trends, major issues and causes. Additional analysis shall be provided on specific service requests and complaint calls.

O. COMPLAINTS REGARDING PROCESSING FACILITIES

This section shall detail any public complaints or agency violations regarding odors, leachate or other nuisances or hazards. Additional detail shall include a discussion regarding resolution of complaint.

SECTION II - ROUTE AUDITS

In this section, CONTRACTOR shall include summaries and findings of the route audits conducted during the quarter. This section shall include all of the route audit information required in Section 8.3.2 of this Agreement.

SECTION III - VEHICLE INFORMATION

A. Vehicle Inventory Report

B. Vehicle Mileage Report

C. Vehicle Maintenance/Preventative Maintenance Activity

D. Status of State Inspection Requirements

E. Alternative Fuel Vehicle ("AFV") Usage and Performance

1. Monthly AFV Reports shall include:

- Biodiesel or natural gas purchase documentation for vehicle fuel accounts, including blend information (e.g. B20, B50, etc.)

EXHIBIT 10.

DATA AND REPORTING REQUIREMENTS

- Biodiesel usage information including gallons, or for natural gas, the gasoline gallon equivalent (“GGE”) used
- Quantity of vehicles operating on diesel, biodiesel or natural gas (by type of vehicles), and the number of operating days

2. Quarterly AFV Reports shall include:

- Discussion of biodiesel or natural gas performance; including but not limited to, average fuel economy, issues with power and speed, and any unusual noise or fumes.
- Operational issues
- Maintenance issues
- Fuel supply issues
- Analysis and narrative of results from testing the use of alternative fuels in collection vehicles

3. Annual AFV Reports shall include:

- Summary of Quarterly Reports
- Emissions ratings
- Grant status

SECTION IV - COMMUNITY OUTREACH SUMMARY

- A. List of Events
- B. Outreach Pieces, Distribution, Targeted Audiences
- C. Number of Customers Reached Through Each Campaign
- D. Results of Outreach Efforts
- E. Outreach Expenditures

SECTION V - SIGNIFICANT EVENTS

This section shall discuss any significant events occurring in the organization.

SECTION VII - CALENDAR

- A. Reports Delivered This Quarter
- B. Reports Due Next Quarter

END REPORT OUTLINE

END OF EXHIBIT 10

EXHIBIT 11.

OUTREACH

YARD TRIMMINGS AND RESIDENTIAL STREET SWEEPING PROGRAM

A. Annual Outreach Plan

CONTRACTOR shall submit an annual Public Education and Outreach Program Plan ("PEOP") for each calendar year of the term of the Agreement. The PEOP must be submitted by September 30th of the preceding calendar year and must be approved by the City Representative. The PEOP shall include a minimum of four (4) public education and outreach campaigns designed to increase diversion. Campaigns shall target certain recyclable material or "problem" areas of CONTRACTOR's service area where improvements can be maximized. Targets of outreach should be based on local trends and recycling patterns based on information obtained by both CITY and CONTRACTOR staff. Required elements of the annual plan include:

1. One direct mail piece. The piece must be submitted with the Plan, and must be approved by the City Representative before publication. CONTRACTOR shall distribute the piece to all SFD and MFD households, either through direct mail or by hand-delivery. Upon the mutual agreement of CONTRACTOR and the City Representative, CONTRACTOR may fulfill this requirement by contributing to the production and distribution costs of a direct mail piece produced by CITY.
2. Promotion and support specific Recycle Plus programs as directed by the City Representative.
3. Grass roots, door to door interaction with residents.
4. A list of community events such as fairs, workshops, and cultural festivals CONTRACTOR will attend to promote the Recycle Plus program, as needed or directed by the City Representative.
5. Attendance at community and neighborhood association meetings as needed or directed by the City Representative.
6. School presentations.
7. Distribution of CITY-developed collateral materials at events, schools, community meetings, etc.
8. Creation of display materials for events and school presentations.
9. Placement of CITY-provided signs on collection vehicles

EXHIBIT 11.

OUTREACH

10. Distribution, or contribution to the distribution of, CITY-developed annual collection service notice.
11. Distribution, or contribution to the distribution of, CITY-developed collection calendar.
12. Maintenance of a website with direct links to the CITY's Recycle Plus website (www.sjrecycles.org). The website must include relevant program information with regular updates as needed, or as directed by the City Representative. The website must also allow for customer comments and questions.

B. Quarterly Coordination Meetings

CONTRACTOR shall attend quarterly coordination meetings with CITY. CONTRACTOR shall report on outreach efforts, including quantifiable results and budget status. CITY staff shall report on CITY outreach efforts, and provide input regarding CONTRACTOR's public education programs.

C. Additional Outreach Materials

CONTRACTOR may develop informational or promotional materials about the program for CONTRACTOR's own use only with the express written permission of the City Representative. All materials shall be reviewed and approved by the City Representative prior to publication or distribution. All such materials developed by Contractor shall be printed at CONTRACTOR's expense without compensation from CITY.

EXHIBIT 12.

ALTERNATIVE FUEL VEHICLE CONVERSION PLAN AND TIMELINE

I. BIODIESEL VEHICLE REQUIREMENT

All CONTRACTOR's collection vehicles shall use an equivalent of not less than ULS-B20 biodiesel, in a blend consistent with EPA and Department of Energy standards for alternative fuel, or an equivalent mutually agreed upon alternative fuel (including, but not limited to, compressed natural gas ("CNG")). All vehicles in District C as of the effective date of this Agreement, and any tractors purchased by CONTRACTOR, regardless of District, may use a biodiesel blend other than ULS-B20 in order to comply with applicable clean air regulations or manufacturer's warranties. CONTRACTOR shall notify the City Representative immediately in the event non-alternative fuel is used in any of its collection vehicles.

CONTRACTOR also agrees to test various blends of biodiesel such as ULS-B50 or ULS-B99, with the goal of converting to a higher blend of biodiesel if this will not void manufacturer's warranties or impact performance.

II. COMPRESSED NATURAL GAS VEHICLE REPLACEMENT

CONTRACTOR agrees to the replacement of their existing biodiesel powered collection fleet to CNG when the existing biodiesel powered collection vehicles are no longer in good working order and require replacement. CONTRACTOR commits to replacements with CNG to the extent CNG vehicles are available for the applications needed. In cases where a CNG option is not available (i.e., tractor loaders or sweepers), CONTRACTOR shall continue to use biodiesel. CONTRACTOR must demonstrate that the non-replaced vehicles are in good working order.

Prior to any vehicle replacement, CONTRACTOR shall provide CITY with the following information:

1. Vehicle Specifications and Capabilities

Provide details of the replacement CNG vehicles, including:

- Make, model, type
- Tare weight
- Capacity in cubic yards and tons
- Chassis specifications

EXHIBIT 12.

ALTERNATIVE FUEL VEHICLE CONVERSION PLAN AND TIMELINE

- Fuel types (if the trucks are capable of switching to non-CNG), fuel tank capacity, and fuel economy

2. *Impact on Collection*

Describe how the replacement vehicles would impact the current collection system, including:

- The plan for fueling locations and the impacts of using those locations on route timing and completion
- A contingency plan for alternative CNG fueling locations
- The degree to which the replacement vehicles are compatible with the existing collection system (whether route changes are needed to accommodate efficiencies). If the replacement vehicles would result in route changes or collection day changes, include a Transition Plan
- The number of personnel required per vehicle and their responsibilities,
- Whether trucks assigned to hard-to-service routes would operate on CNG
- Any efficiencies over existing collection system

3. *Maintenance*

Describe maintenance required for the vehicles, including:

- Manufacturer's schedule of maintenance
- Whether and to what extent vehicle maintenance would impact collection service in the future and how any impact would be mitigated

4. *Timeline and Cost*

Upon identifying the need to begin replacement or should CITY exercise the option for citywide containerized Yard Trimmings Collection Service as described in Section 6.12 of the Agreement, CONTRACTOR shall provide CITY with a timeline for the conversion of the fleet to CNG, including:

- Timing and phasing of fleet conversion
- Cost of vehicle replacement

III. REPLACEMENT OF LIGHT DUTY VEHICLES WITH HYBRID DRIVE TECHNOLOGY

All CONTRACTOR's supervisor and light duty vehicles (non-collection vehicles) shall be replaced at the end of their useful life with hybrid-drive technology.

EXHIBIT 12.

ALTERNATIVE FUEL VEHICLE CONVERSION PLAN AND TIMELINE

Make	Model	Year	Engine	Fuel	Current Mileage	Estimated Remaining Useful Life	Estimated Date of Replacement
Ford	F250	2008	V8	Diesel	176,442	6 Years	2017
Ford	F250	2008	V8	Diesel	108,434	7 Years	2018
Ford	F250	2006	V8	Diesel	117,157	7 Years	2018
Ford	F250	2002	V8	Diesel	291,936	2 Years	2013

IV. REPORTING REQUIREMENTS

A. Monthly AFV Reports shall include:

- Biodiesel or natural gas purchase documentation for vehicle fuel accounts, including blend information (e.g. B20, B50, etc)
- Biodiesel usage information including gallons, or for natural gas, the gasoline gallon equivalent (“GGE”) used
- Quantity of vehicles operating on diesel, biodiesel or natural gas (by type of vehicles), and number of operating days

B. Quarterly AFV Reports shall include:

- Discussion of biodiesel or natural gas performance; including but not limited to, average fuel economy, issues with power and speed, and any unusual noise or fumes.
- Operational issues
- Maintenance issues
- Fuel supply issues
- Analysis and narrative of results from testing the use of alternative fuels in collection vehicles

C. Annual AFV Reports shall include:

- Summary of Quarterly Reports
- Emissions ratings
- Grant status

EXHIBIT 13.

CONTRACTOR ELECTRONIC INTERFACE REQUIREMENTS

*CONTRACTOR BACK-END INTEGRATION
INTERFACE FUNCTIONAL
REQUIREMENTS AND DESIGN*

EXHIBIT 13.

CONTRACTOR ELECTRONIC INTERFACE REQUIREMENTS

1 FUNCTIONAL REQUIREMENTS

1.1 OVERVIEW

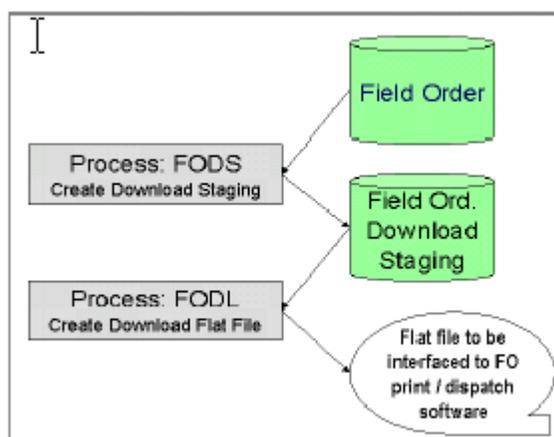
PeopleSoft RM provides the ability for users (CITY and CONTRACTOR staff) to create and dispatch Field Activities from within the application / portal. However, residential contractors may use an interface (inbound) to process Service Orders created within their applications. This reduces duplicative data entry by hauler staff and minimizes the need for CONTRACTOR's Customer Service Representatives (CSRs) to be versatile in two applications. For Field Activities created by CITY CSRs (for Contractors), a set of interfaces (outbound/inbound) is required. Although a real-time interface is desired, CITY recognizes that CONTRACTOR could be faced with technology challenges in performing a point to point integration with PeopleSoft RM. Considering this and the cost of a real-time interface, a near real-time interface using batch processes is the preferred option. Whenever the term "Hauler" is used in this Exhibit, such terms includes CONTRACTOR.

2 FUNCTIONAL DESIGN

2.1 APPROACH

For Field Activities (FA) created by City CSR:

The following diagram illustrates the processes involved in the creation of the flat file that is interfaced to each Hauler.



FDS – Create Download Staging

This process looks for all field orders that are marked for extraction (a field order gets

EXHIBIT 13.

CONTRACTOR ELECTRONIC INTERFACE REQUIREMENTS

marked for extraction when it is first created if its dispatch group is dispatchable). For each record found, the system creates a field order download staging record.

Each download staging record is marked with a batch control ID & run number when it's created.

- The batch control ID comes from the field order's dispatch group. This ID corresponds with a specific extraction method.
- The run number is the batch control ID's current run number.

FDL – Create Download Flat File

This process reads all download staging records marked with a given batch control ID & run number, and creates the flat files for the Haulers. This process is re-runnable and the flat-files can be reproduced at any time. The no. of files created in each run is dependant on the distinct Distributor Ids (Haulers) for the batch and run number being processed. The file structure is as follows:

PeopleSoft RM Field Name	Structure	Comments
FA_ID	AN (10)	The Field Activity ID in PeopleSoft Revenue Management
FA_TYPE_CD	AN (8)	The Field Activity type code
FA_DESCR	AN (30)	The corresponding FA Description.
SP_ID	AN (10)	The Service Point ID associated to the Field Activity
SP_TYPE_CD	AN (8)	The SP Type Code for the SP_ID that is referenced on the FA. Since the same FA Type can be used across all services, the combination of the FA Description with the SP Type Code will indicate for which service the activity is being performed for.
EXTRACT_DTTM	DATE (26)	CI_FO.EXTRACT_DTTM
SCHED_DT	DATE (10)	CI_FO.SCHED_DT
SCHED_TM	TIME (15)	CI_FO.SCHED_TM
FA_STATUS_FLG	AN (2)	"P" → <i>Pending</i>

EXHIBIT 13.

CONTRACTOR ELECTRONIC INTERFACE REQUIREMENTS

INSTRUCTIONS	AN (254)	For applicable FA Types, the current and new Multi-Information will be transferred. This is only applicable for single-row SFDs or Yard Trimming/Street Sweeping Service. For e.g. multi-row SDF and MFDs, the user (City CSR) is required to manually input the instruction for the Hauler.
DESCR254	AN (254)	Additional Comments.
PREM_ID	AN (10)	CI_PREM.PREM_ID
CU_LEGACY_SLN	AN (50)	Legacy Service Location Number CI_PREM_GEO.GEO_VAL Where GEO_TYPE_CD = 'SLN' (only populate if available)
CU_APN	AN (50)	Current Parcel Number
CU_SVC_ADDRESS	AN (150)	Custom Field. Service Address made up of the following fields: Address1 Address2 City State Zip
FR_ITEM_TYPE	AN (8)	Will be populated if current (Effective Date <= SYSDATE) SP Multi-Item has a single row.
FR_ITEM_CNT	NBR (11,2)	Count associated to the ITEM TYPE CODE above
TO_ITEM_TYPE	AN (8)	Will be populated if new (Effective Date > SYSDATE) SP Multi-Item has a single row.
TO_ITEM_CNT	NBR (11,2)	Count associated to the ITEM TYPE CODE above
CU_OWNER_NAME	AN (50)	Owner's Primary Name.
CU_OWNER_PHONE	AN (24)	Owner's Primary Phone Number.
CU_ALERT	AN (50)	
CU_OCCUPANT_NAME	AN (50)	Person in Occupant table or Account Relationship for MAIN_CUST_SW = 'Y'. Identify Account from Premise's SA/SP Link.
CU_OCCUPANT_PHONE	AN (24)	Occupant's Primary Phone Number.

EXHIBIT 13.

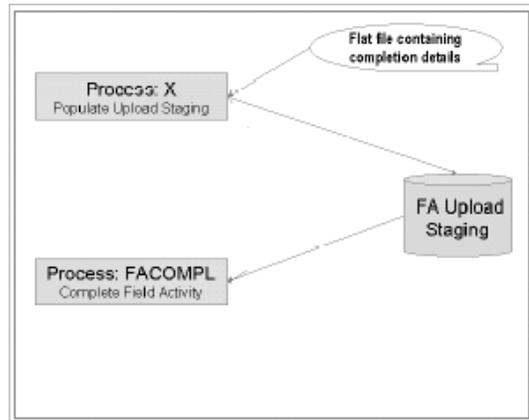
CONTRACTOR ELECTRONIC INTERFACE REQUIREMENTS

BATCH_CD	AN (8)	PeopleSoft RM Batch Code for extract process
BATCH_NBR	NUM (10)	PeopleSoft RM Batch Number that corresponds to the extract

Field Order Completion Upload Background Processes:

The following diagram illustrates the processes involved in the uploading of field order completion, from the Hauler.

The required data from the Hauler, upon completing or closing a Service Order (FA) is reflected below:



PeopleSoft RM Field Name	Structure	Comments
CU_FA_CRE_TYPE	AN (3)	If this record corresponds to a Field Activity created by City CSR, the value 'PRM' should be populated. If this record corresponds to a Field Activity created by the Hauler, the value 'HAL' should be populated.
CU_SVC_ORDER_ID	AN (20)	If this record corresponds to a Field Activity created by City CSR, the FA_ID field should be populated. If this record corresponds to a Field Activity created by Hauler, the Unique Service Order ID prefixed by either 'GT' or 'GW' should be populated. GT → Green Team, GW → Green Waste.
FA_STATUS_FLG	AN (2)	e.g. "C" → <i>Completed</i> "X" → <i>Cancelled</i>
WORK_DTTM	DATE (26)	Only Populated if the FA_STATUS_FLG = 'C'. The date and time the Service Order was completed
DESCR254	AN (254)	Field Comments
CAN_RSN_CD	AN (4)	Only Populated if the FA_STATUS_FLG = 'X'. The record has to correspond to a value configured in PeopleSoft RM.

EXHIBIT 13.

CONTRACTOR ELECTRONIC INTERFACE REQUIREMENTS

In the event the Service Order is created by the Hauler, the above records will only be processed if a Field Activity record exists in PeopleSoft. Otherwise, an exception record is created in a custom table. The structure of this exception table is discussed in the next section. Completed FA will be processed through the FA Upload staging process.

For Service Orders created by Haulers:

Haulers are required to transmit data in the following format (Fixed Length format) for Service Orders generated in their systems. For the City of San Jose to accurately track and respond to customer requests, it is a requirement for Haulers to transmit the Service Orders in a flat file every fifteen minutes. These files will be deposited within an FTP (File Transfer Protocol) site.

PeopleSoft RM Field Name	Structure	Comments
CU_SVC_ORDER_ID	AN (20)	Corresponds to a Field Activity created by Hauler, the Unique Service Order ID prefixed by either 'GT' or 'GW' should be populated. GT → Green Team, GW → Green Waste.
FA_TYPE_CD	AN (8)	The Field Activity Type configured in PeopleSoft RM. The Hauler has to cross reference this value from the Service Order code in the Hauler's application.
SP_TYPE_CD	AN (8)	The Service Point Type configured in PeopleSoft RM. The Hauler has to cross-reference this value from the Service code (e.g. Garbage, Re-cycling, Yard-Trimming, Street Sweeping) in the Hauler's application.
PREM_ID	AN (10)	Hauler will need to store the PeopleSoft RM Premise ID for each Premise being serviced. This together with the Service Point Type will be used as the primary identifier in locating the SP to create the Field Activity on.
CU_LEGACY_SLN	AN (50)	Legacy Service Location Number, if PREM_ID is not available.

EXHIBIT 13.

CONTRACTOR ELECTRONIC INTERFACE REQUIREMENTS

PeopleSoft RM Field Name	Structure	Comments
SCHED_DATE	DATE (26)	The Schedule Date of Service
SCHED_TIME		The Scheduled Time of Service
FA_STATUS_FLG	AN (2)	"P" → Pending
INSTRUCTIONS	AN (254)	Hauler CSRs to provide details on the Service to be performed. This is required for e.g. multi-row SFDs and MFDs.
DESCR254	AN (254)	Field Comments
RM_ITEM_TYPE	AN (8)	This value will be populated if the existing item is required to be removed/exchanged. Should only be populated if service corresponds to a single-row SFD or a single-row Yard trimming/ Street Sweeping Service. To be used for removing SP multi-items. DO NOT POPULATE THIS FOR MFD SERVICES. MFD change requests should be reflected in the INSTRUCTIONS FIELD.
RM_ITEM_CNT	NBR (11,2)	Count associated to the ITEM TYPE CODE above
AS_ITEM_TYPE	AN (8)	This value will be populated if a new item is required to be added/exchanged. Should only be populated if service corresponds to a single-row SFD or a single-row Yard trimming/ Street Sweeping Service. To be used for adding SP multi-items. DO NOT POPULATE THIS FOR MFD SERVICES. MFD change requests should be reflected in the INSTRUCTIONS FIELD.
AS_ITEM_CNT	NBR (11,2)	Count associated to the ITEM TYPE CODE above

Each record is processed by invoking the Field Activity, Field Order and SP Multi-Item creation routines. The Hauler's Service Order ID is stored as an Adhoc Characteristic value, which will be used as an identifier when completing the Field Activity.

The CU_LEGACY_SLN maybe passed if the PREM_ID is not available.

A log will be generated for each file processed, and maybe sent to the respective

EXHIBIT 13.

CONTRACTOR ELECTRONIC INTERFACE REQUIREMENTS

Haulers via e-mail or FTP (automated). The log will contain the status of each Service Order processed. For Service Order with an exception, an exception description will be reflected next to the Service Order. Also the log file will contain the list of Field Activities cancelled in the Application (non Hauler generated) that have not been notified.

For Garbage Service, the RM_ITEM_TYPE and RM_ITEM_CNT if populated will be evaluated to see if the value matches the current setup in the application. If a mismatch occurs, an exception will be created for the Service Order.

Exceptions:

All exceptions will be inserted into the following table, and can be queried by the Haulers. The above components will not be created for 'Pending' records reflected in the exception table.

PeopleSoft RM Field Name	Structure	Comments
DISTRIBUTOR_ID	AN (10)	Hauler's ID
CU_FA_CRE_TYPE	AN (3)	If this record corresponds to a Field Activity created by City CSR, the value 'PRM' should be populated. If this record corresponds to a Field Activity created by the Hauler, the value 'HAL' should be populated.
CU_SVC_ORDER_ID	AN (20)	If this record corresponds to a Field Activity created by City CSR, the FA_ID field should be populated. If this record corresponds to a Field Activity created by Hauler, the Unique Service Order ID prefixed by either 'GT' or 'GW' should be populated. GT → Green Team, GW → Green Waste.
FA_STATUS_FLG	AN (2)	"P" → Pending, "X" → Cancelled, "C" → Completed. The value from the inbound file.
CRE_DTTM	AN (26)	Exception creation Date/Time
DESCR254	AN (254)	Exception description

Cancel Reasons Currently in System:

Customer Request (used for rescheduling Large Item Collections, etc.)

SA Start/Stop cancelled (sale of house did not go through)

EXHIBIT 14.

APPROVED PRODUCTS

CONTRACTOR shall ensure that all products produced from Organic Waste collected pursuant to this Agreement shall meet the requirements of the State of California for recycled products such that they can be counted by CITY towards its landfill diversion rate under the California Public Resources Code (PRC) § 41780 *et seq.* The following products are approved for production if they meet the PRC requirements.

Compost

“Compost” means Organic Waste that has been in a controlled decomposition process for a period of not less than twelve (12) weeks, including the U.S. EPA time-temperature relationship defined as PFRP (Process to Further Reduce Pathogens).

Wood and Fiber Mulch

“Wood and fiber mulch” means products generated from the carbon fraction of Organic Waste by composting the Organic Waste to eliminate weed seeds, and processing the Organic Waste into a material that can be used by contractors and landscapers to mulch areas for the control of weeds or erosion.

Green Soil Amendment

"Green Soil Amendment" means material produced from the immature unders from the initial Organic Waste pre-screening or grinding process that are not placed into windrows for composting but can be used as a weed control product, or as an amendment to soil via disking or land application. Land application does not include use as a cover material for a landfill operation.

Top Soil Additive

“Top soil additive” means a material made from fines blended with soils where the fines are generated from stockpiled overs from the composting process (e.g., tree trimmings) that are placed in windrows and periodically turned and screened to produce the fines.

Co-Generation Fuel

“Co-generation fuel” means material that is produced by regrinding and screening overs from the pre-processing of incoming materials or from the post-processing of finished products and that is sold to the co-generation market as fuel.

EXHIBIT 14.

APPROVED PRODUCTS

Animal Bedding

“Animal bedding” means material that is generated from the carbon fraction of Organic Waste by composting the material to eliminate weed seeds and then producing a material suitable for use as bedding in horse stables and dairies.

EXHIBIT 15.

CART SPECIFICATIONS AND PERFORMANCE CRITERIA

CONTRACTOR shall provide Yard Trimmings carts that meet the following specifications and minimum performance criteria.

Specifications and Performance Criteria For 32-, 64-, and 96-Gallon Capacity	
Volumetric Capacity – Yard Trimmings Carts	<ul style="list-style-type: none">• 32-gallons +/- 2%, 64-gallons +/- 2%, and 96-gallons +/- 2%, excluding volume resulting from a crowned lid in the closed position
Minimum Load Rating	<ul style="list-style-type: none">• 32-gal: 100 lb.• 64-gal: 175 lb.• 96-gal: 250 lb.
Compatibility	<ul style="list-style-type: none">• Compatible with commercially available fully automated lifting mechanisms that are or will be used in San Jose
Standards of Design	<ul style="list-style-type: none">• Designed to meet all relevant sections of American National Standards Institute (ANSI) Z245.30-1999 and Z245.60-1999• Designed such that wastes flow freely out of the cart when dumped by a fully automated lifting mechanism
Materials of Construction & Recycled Content	<ul style="list-style-type: none">• Body of cart: HDPE• At least 20% post-consumer recycled content
Dimensions & Design	<ul style="list-style-type: none">• Maximum width of 31" including lid and wheels• Leak proof
Lid	<ul style="list-style-type: none">• Manufactured from the same material as the body of the cart.• Rotate at least 270 degrees• Watertight, must prevent rain entry when closed, with or without latches• Snug-fitting and must overlap the cart rim• Self-draining
Handle	<ul style="list-style-type: none">• Handle mounts must either:<ol style="list-style-type: none">1. be an integrally molded part of the cart body; or2. if bolt-on handle mounts are used, they must be designed such as to prevent them from working loose over the active life of the cart

EXHIBIT 15.

CART SPECIFICATIONS AND PERFORMANCE CRITERIA

Specifications and Performance Criteria For 32-, 64-, and 96-Gallon Capacity	
Wheels	<ul style="list-style-type: none">• Minimum tire diameter: 10 inches for 64- and 96-gal carts, 8 inches for 32-gal carts• Minimum tread width: 1.5 inches• Tire material must be natural rubber or polymeric compound• Each wheel must be rated for the minimum load rating of the carts and not deform plastically when subjected to the rated load of the carts• Axle must pass through the cart body outside of the area for waste storage• Wheels must have a locking device to secure them to the cart axle
Fasteners	<ul style="list-style-type: none">• No fasteners are to penetrate the body of the cart where waste will be contained• All fasteners are to be corrosion resistant and free of sharp edges
Finish Surfaces	<ul style="list-style-type: none">• Interior surface must be smooth with a semi- or high-gloss finish• Exterior surface must be suitable for hot stamping on lid and body• Exterior must be free of sharp edges and corners, protrusions, or other structures that could pose a nuisance or hazard to humans
Assembly	<ul style="list-style-type: none">• Carts must be easy to assemble• Nuts must be self-locking• Nuts and/or rivets must be designed such that they cannot be removed with ordinary tools by the public
Performance	<ul style="list-style-type: none">• Carts must pass ANSI standards 245.30-1999, clauses 7.2.4.2 (testing requirements for two-wheeled carts) for the following parameters:<ol style="list-style-type: none">1. volumetric loading capacity2. slope stability3. durability during pulling4. loading and unloading (cycle test)5. center of balance position6. force to tip cart7. lid (collapse)• All metal components of the cart must meet the corrosion resistance requirements of 500 hours of salt spray exposure as described in ASTM B117• Carts must pass the leakage performance test at the end of this Exhibit• Empty carts must pass the Wind Stability performance test at the end of this Exhibit

EXHIBIT 15.

CART SPECIFICATIONS AND PERFORMANCE CRITERIA

Specifications and Performance Criteria For 32-, 64-, and 96-Gallon Capacity	
Testing	<ul style="list-style-type: none">• Performance testing of production samples shall be conducted at a frequency of 3 per 1,000 units manufactured
Environmental	<ul style="list-style-type: none">• Ultra-violet stability: All plastic components must contain UV inhibitors and the cart must maintain performance during the warranty period when exposed to ultra-violet radiation of the sun• Temperature stability: Cart must not plastically deform when subjected to temperatures in the range of 25 deg F to 170 deg F and a compressive load of 200 lb
Identification & Markings	<ul style="list-style-type: none">• The lid must have a suitable area to affix a label for recycling education• The following must be hot-stamped on the lid:<ol style="list-style-type: none">1. facing street arrow• The following must be hot-stamped on the cart body:<ol style="list-style-type: none">1. City's logo2. serial number (sequentially numbered)3. production batch number and date4. maximum load weight rating5. cart type, per clause 4.2.1f of ANSI Z245.30-99
Color	<ul style="list-style-type: none">• Yard Trimmings: green body with green lid
Warranty	<ul style="list-style-type: none">• Minimum 10 years for all parts of cart; not prorated; any failure under warranty shall be replaced with a newly manufactured whole cart, which is defined to be the body of the cart, wheel, lid, handles, other ancillary features and fasteners

Continued on next page

EXHIBIT 15.

CART SPECIFICATIONS AND PERFORMANCE CRITERIA

PERFORMANCE TESTS

Wind Stability

This test is designed to assure that a cart will remain stationary and in the upright position under severe wind conditions.

The cart must be able to remain upright and stationary in a wind flow of 25 mph. The test surface shall be a flat finished asphalt surface. Place one sidewall of cart perpendicular to a horizontal flow of air at 25 mph for one minute. Record whether or not the cart tips over and distance, if any, the cart slides or rolls. Repeat the test for each of the other sides.

To pass this test, the cart shall not tip over, or slide or roll more than 6.0 in., in any of the tests.

Leakage

The purpose of this test is to determine if the cart is designed to minimize leakage.

The cart shall be filled with water to a level within 8 in. from the inside bottom of the container. The container shall be covered with its own lid. The filled container shall then be placed in a covered area over a dry drip pan to collect any leakage and allowed to stand for a period of 24 hours exposed to temperatures within the range of 65 to 75 F. The water level within the container after the test shall be measured and recorded to within the nearest 01 in. The results of the test shall be reported in terms of final water level, ambient temperature, visible leakage, and quantity of water collected in the drip pan. Containers that exhibit any leakage shall fail the test.

EXHIBIT 16.

FORM OF PERFORMANCE BOND

YARD TRIMMINGS, RESIDENTIAL STREET SWEEPING, NEIGHBORHOOD CLEAN-UP, PUBLIC LITTER CONTAINER, AND COMPOSTABLE WASTE PROCESSING SERVICES
FOR THE
CITY OF SAN JOSE, CALIFORNIA

KNOW ALL MEN BY THESE PRESENTS: that

(here insert full name and address or legal title of contractor)

as Principal, hereinafter called Contractor, and, _____ (Name of insurer)

as Surety, hereinafter called Surety, are held firmly bound unto the CITY OF SAN JOSE, CALIFORNIA as Obligee, hereinafter called the City, in the amount of Five Million Two Hundred Fifty Five Thousand Dollars (\$5,255,000) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 2011, entered into an Agreement with the City for providing (to be inserted) Services in accordance with RFP specifications and Agreement of the CITY OF SAN JOSE, CALIFORNIA, which Agreement is by reference made a part hereof, and is hereinafter referred to as the Agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be, and declared by the City to be in default under the Agreement, the City having performed the City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly perform one of the following:

1. Complete the Agreement in accordance with its terms and conditions.
2. Obtain a bid or bids for completing the Agreement in accordance with the terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or if the City elects, upon determination by the City and the Surety jointly obtain a bid or bids for completing the Agreement in accordance with the terms and conditions, and

EXHIBIT 16.

FORM OF PERFORMANCE BOND

upon determination by the Surety of the lowest responsible bidder, or if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for an agreement between such bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the Agreement or Agreements of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Agreement price; but not exceeding, including costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Agreement and any amendments thereto, less the amount properly paid by the City to Contractor.

Any suit under this bond must be instituted before the expiration date of the Agreement or if extended for an additional term by the City, the expiration of the extended term.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the executor, administrator or successors of the City of San Jose, California.

Signed and sealed this ____ day of _____, 2011.

(Principal) (Seal)

(Witness)

(Title)

Surety (Seal)
(Name of Insurer)

(Witness)

By:

EXHIBIT 17.

WAGE POLICY

Pursuant to City of San José Prevailing Wage policy, CONTRACTOR and any of CONTRACTOR's subcontractors shall be obligated to pay not less than the prevailing wage as set forth in this Exhibit.

I. CITY COUNCIL WAGE POLICY

A. PREVAILING WAGE POLICY

California Labor Code and/or Resolutions of the City of San José require the payment of not less than the general prevailing rate of per diem wages and rates for holiday and overtime and adherence to all labor standards and regulations.

Prevailing Wages established by the California Department of Industrial Relations shall be the General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1. The General Prevailing Wage Rates may be adjusted throughout the term of this Agreement.

Prevailing Wages established by the City of San José shall mean the wages paid under a collective bargaining agreement between CONTRACTOR and a recognized union representing workers who perform services pursuant to this Agreement; or, if there is no collective bargaining agreement, not less than the prevailing rate of per diem wages for the employee craft/classification as determined by the City of San José's Office of Equality Assurance.

The City Prevailing Wage will be subject to annual adjustment on the first day of each July during the term of this Agreement. Adjustments will be based on the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index, All Items, for all Urban Consumers [CPI-U] for San Francisco-Oakland-San José).

B. REPORTS

The Office of Equality Assurance will monitor the payment of prevailing wage by requiring CONTRACTOR and all subcontractors to file a LABOR COMPLIANCE WORKFORCE STATEMENT and LABOR COMPLIANCE FRINGE BENEFIT STATEMENT with supporting documentation. CONTRACTOR shall submit all such reports as requested by the Office of Equality Assurance.

CONTRACTOR and covered subcontractors shall also report such other additional information, including certified payrolls, as requested by the Director of Equality Assurance to ensure adherence to the Policy.

EXHIBIT 17.

WAGE POLICY

Annual labor compliance statements must be filed in the Office of Equality Assurance no later than July 10 at the address below.

City of San José
Office of Equality Assurance
200 East Santa Clara Street
Fifth Floor
San José, CA 95113
Phone: 408.535-8430

C. EMPLOYMENT OF DISPLACED WORKERS

1. Obligations Upon Termination

Upon termination of this Agreement CONTRACTOR shall fully cooperate with all CITY requests regarding contacts with CONTRACTOR's employees to enable a transition in the workforce to a new service provider.

D. LABOR PEACE

CITY's Office of Equality Assurance has determined that the level of vulnerability of the Agreement to service or labor disputes is sufficient to warrant that labor peace is essential to the propriety interests of CITY. Therefore, CONTRACTOR shall at all times comply with the provisions of CONTRACTOR's Employee and Labor Relations Plan set forth in Exhibit 7 ("Plans") to this Agreement.

E. ENFORCEMENT

1. General

CONTRACTOR acknowledges it has read and understands that, pursuant to the terms and conditions of this Agreement, it is required to pay workers prevailing wage ("Wage Provision") and to submit certain documentation to CITY establishing its compliance with such requirement. ("Documentation Provision.") CONTRACTOR further acknowledges that CITY has determined that the Wage Provision promotes each of the following (collectively "Goals"):

- a) It protects job opportunities and stimulates CITY's economy by reducing the incentive to recruit and pay a substandard wage to labor from distant, cheap-labor areas.

EXHIBIT 17.

WAGE POLICY

- b) It benefits the public through the superior efficiency of well-paid employees, whereas the payment of inadequate compensation tends to negatively affect the quality of services to CITY by fostering high turnover and instability in the workplace.
- c) Paying workers a wage that enables them not to live in poverty is beneficial to the health and welfare of all citizens of San Jose because it increases the ability of such workers to attain sustenance, decreases the amount of poverty and reduces the amount of taxpayer funded social services in San Jose.
- d) It increases competition by promoting a more level playing field among contractors with regard to the wages paid to workers.

2. REMEDIES FOR CONTRACTOR'S BREACH OF PREVAILING WAGE/LIVING WAGE PROVISIONS

- a) **Suspension or termination:** suspend and/or terminate the Agreement or financial assistance **agreement for cause**;
- b) **Restitution:** require CONTRACTOR to pay any amounts underpaid in violation of the required payments and CITY's administrative costs and liquidated damages, and in the case of financial assistance to refund any sums disbursed by CITY.
- c) **Debarment:** debar CONTRACTOR or its subcontractor from future CITY contracts and/or deem the recipient ineligible for future financial assistance.
- d) **Withholding of payment:** CONTRACTOR agrees that the documentation provision is critical to CITY's ability to monitor CONTRACTOR's compliance with the wage provision and to ultimately achieve the goals. CONTRACTOR further agrees its breach of the documentation provision results in the need for additional enforcement action to verify compliance with the wage provision. In light of the critical importance of the documentation provision, CITY and CONTRACTOR agree that CONTRACTOR's compliance with this provision, as well as the wage provision, is an express condition of CITY's obligation to make each payment due to CONTRACTOR pursuant to this Agreement. CITY is not obligated to make any payment due to CONTRACTOR until CONTRACTOR has performed all of its obligations under these provisions. Any payment by CITY despite CONTRACTOR's failure to fully perform its obligations under these provisions shall not be

EXHIBIT 17.

WAGE POLICY

deemed to be a waiver of any other term or condition contained in this Agreement nor a waiver of the right to withhold payment for any subsequent breach of the wage provision or the documentation provision.

- e) **Liquidated damages for breach of wage provision:** CONTRACTOR agrees its breach of the wage provision would cause CITY damage by undermining the goals, and CITY's damage would not be remedied merely by CONTRACTOR's payment of restitution to the workers who were paid a substandard wage. CONTRACTOR further agrees that such damage would increase the greater the number of employees not paid the applicable prevailing wage and the longer the amount of time over which such wages were not paid. CITY and CONTRACTOR mutually agree that making a precise determination of the amount of CITY's damages as a result of CONTRACTOR's breach of the wage provision would be impractical and/or extremely difficult. Therefore, the parties agree that, in the event of such a breach, CONTRACTOR shall pay to CITY as liquidated damages the sum of three (3) times the difference between the actual amount of wages paid and the amount of wages that should be paid.

F. AUDIT RIGHTS

All records or documents required to be kept pursuant to this Agreement to verify compliance with the Wage Provision shall be made available for audit at no cost to CITY, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to CITY for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be available at CONTRACTOR's address indicated for receipt of notices in this Agreement.

G. COEXISTENCE WITH ANY OTHER EMPLOYEE RIGHTS

These provisions shall not be construed to limit an employee's ability to bring any legal action for violation of any rights of the employee.

EXHIBIT 17.

WAGE POLICY

WAGE DETERMINATION

FOR CITY CONTRACTED SOLID WASTE SERVICES

EFFECTIVE DATE: July 1, 2010

Classification	Basic Hourly Pay Rate	Health Welfare & Pension	Vacation Minimum (7 Days)	Paid Sick Leave (11 days)	Paid Holidays (12 Days)	Total Hourly Pay*
Garbage Driver	\$27.74	\$8.18	\$.75	\$1.18	\$1.28	\$39.13
Recycle Driver	\$27.74	\$8.18	\$.75	\$1.18	\$1.28	\$39.13
Yard Trimming Claw Driver	\$27.74	\$8.18	\$.75	\$1.18	\$1.28	\$39.13
Yard Trimming Collection Driver	\$27.74	\$8.18	\$.75	\$1.18	\$1.28	\$39.13
Residential Street Sweeper	\$21.33	\$3.00	\$.57	\$.91	\$.99	\$26.80

EXHIBIT 17.

WAGE POLICY

Breakdown of Benefits		
Paid Vacation Days	After 1 year	7 Days – 56 Hours
	After 5 years	15 Days – 120 Hours
	After 10 years	20 Days – 160 Hours
	After 15 years	25 Days – 200 Hours
	After 20 years	30 Days – 240 Hours
	After 25 years	35 Days – 280 Hours
	After 30 years	40 Days – 320 Hours
Paid Sick Leave	Eleven (11) paid Sick Days	
Paid Holidays	Twelve (12) paid Holidays	
<p>NOTE: Pursuant to the Labor Code and/or City Resolution, the awarding body is responsible for determining classifications to be used on Construction, Maintenance, Service and other contracts subject to prevailing wage and/or living wage requirements. Upon award of contract, the successful contractor/service provider will be required to submit: (1) <u>Labor Compliance Workforce Statement</u>; (2) <u>Labor Compliance Fringe Benefit Statement</u> with supporting documentation. As a condition of its contract, this firm may also be required to complete and file certified payrolls as requested by the Office of Equality Assurance.</p>		

EXHIBIT 17.

WAGE POLICY

Determination Notes

*The full amount of the total hourly wage must be paid directly to the worker, UNLESS the Contractor is making payments to a benefit plan. If the Contractor is making payments to a benefit plan but the benefits being paid do not add up to the full amount of benefits identified, the Contractor must pay the difference directly to the worker.

Hours and Days of Work

(Industrial Welfare Commission Order No. 16-2001)

Employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and

Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) on the seventh (7th) consecutive day of work in a workweek.

EXHIBIT 17.

WAGE POLICY

LABOR COMPLIANCE WORKFORCE STATEMENT

CONTRACTOR NAME:

CITY CONTRACTED SOLID WASTE SERVICES

In the chart below, list the name, prevailing wage or living wage classification(s) to be used, rate of pay and hire date for each employee expected to work on the above Agreement. See example below.

EMPLOYEE NAME	CRAFT/TRADE CLASSIFICATION	BASIC HOURLY RATE OF PAY (On City of San José Agreement)	DATE OF HIRE (Indenture Date If Apprentice)
<i>Example: Bob Jones</i>	<i>Garbage Driver</i>	<i>\$25.06</i>	<i>6/1/2002</i>

Questions regarding classifications allowed on San José projects should be directed to the Office of Equality Assurance at 408-535-8430.

EXHIBIT 17.

WAGE POLICY

LABOR COMPLIANCE FRINGE BENEFIT STATEMENT

CONTRACTOR NAME:

CITY CONTRACTED SOLID WASTE SERVICES

I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds, or programs as listed below:

Classification	Fringe Benefit Hourly Amount	Name of the Plan or Fund (Attach Premium Transmittal)
1. <div style="border: 1px solid black; padding: 5px; background-color: #f0f0f0;"> <p>Documentation of Plan contribution <u>must</u> be returned with this statement</p> <p>Please attach a copy of your most recent transmission into each medical, pension, or profit sharing plan account indicating worker name and amount of contribution.</p> </div>	Vacation	
	\$ _____	
	Health & Welfare	
	\$ _____	
	Pension	
	\$ _____	
2. _____	Apprentice	
	\$ _____	
	Other (specify)	
	\$ _____	
	Vacation	
	\$ _____	
3. _____	Health & Welfare	
	\$ _____	
	Pension	
	\$ _____	
	Apprentice	
	\$ _____	
	Other (specify)	
	\$ _____	

All (or some) fringes are paid in cash by adding the amount to the employee's basic hourly rate.

Company Name (Please Print)

Name and Title (Please Print)

Date

Signature



GreenWaste—Neighborhood Cleanup Diversion Load Authorization

This form, when properly completed and used as authorized, is used to document monthly invoices for cleanup services as provided in the *Agreement Between the City of San José and Norcal Waste Systems of San Jose, Inc. for Recycle Plus Integrated Waste Management Services.*

NOT FOR USE UNDER THE CITY'S DISPOSAL AGREEMENT WITH IDC AT NEWBY ISLAND

▶ UNAUTHORIZED USE MAY RESULT IN ADMINISTRATIVE CHARGES OR PROSECUTION ◀

Section I. Code Enforcement Staff: complete this section, photocopy or log information, then give to Driver

- 1 Contractor name: GreenWaste Recovery
- 2 Truck no: _____ 3 Truck volume: _____ yd³ 4 Box no.: _____ 5 Box volume: _____ yd³
- 6. Service Type: Neighborhood Cleanup: District | CCEP | Crackdown | Other: _____
- 7 City Waste Type: Cleanup Debris to MRF | Metal | Plastic | Rock | Wood | Mattresses: _____
Tires: _____ & Refrigerators: _____ / Freezers: _____ / Water Coolers: _____ / A/Cs, etc.: _____ | Empty CRT Truck (TVs: _____ monitors: _____ laptops: _____ CPUs: _____ other CEW: _____) | Other: _____
- 8. Collection date: _____ 9. Collection day of week: Saturday 10. Site no.: _____
- 11. Service District: A | C 12. Council District: _____ 13. SNI Area: _____
- 14. Source of load: _____
- 15. Comments: _____

Authorized by _____ 16. Date _____

Section II. Driver(s): confirm that the section above was completed and that the boxed items are correct; sign and print your name, license number, date and times below; for 18, enter the time you got in line for the scale; receive the Scale Ticket from the gate attendant, enter the number below, and return it to your office with this form. Use both driver signatures for shuttled truckloads or roll-off boxes. Use the comment area to record problems, suggest improvements, or as directed by your supervisor. **THIS FORM IS NOT FOR USE UNDER THE CITY'S DISPOSAL AGREEMENT.**

- 17. Time picked up box: _____ 18. Time of arrival at facility: _____
- Driver signature(s) _____ 19. Date of disposal: _____
- Driver name (print) _____ 20. Driver CDL _____

21. Facility: Norcal | Other: _____
Comments: _____

22. Scale Ticket No. _____ 23. **Diversion Authorization N^o 1**
["weight tag"]

NOT FOR USE AT NEWBY ISLAND UNDER THE CITY'S DISPOSAL AGREEMENT

Environmental Services, Integrated Waste Management Division
200 E Santa Clara Street, 10th Floor, San José, CA 95113 *ph:* (408) 535-8550 *fax:* (408) 292-6211 76-IWM-DLA
green original: Hauler's monthly report to IWM (make copies for Code Enforcement and for your records) revised 9/26/08

DIVERSION AND DISPOSAL AUTHORIZATION FORMS FOR NCUs
Order No. _____



GreenWaste—Neighborhood Cleanup City Waste Disposal Authorization

This form, when properly completed and used as authorized, provides for the delivery of one load of City Waste to Newby Island Landfill as provided in the *Agreement Between the City of San José and International Disposal Corporation for Disposal of Municipal Solid Wastes*.

▶ **UNAUTHORIZED USE MAY RESULT IN ADMINISTRATIVE CHARGES OR PROSECUTION** ◀

Section I. Code Enforcement Staff: complete this section, retain the blue copy & give the remainder to Driver

- 1 Contractor name: **GreenWaste Recovery**
- 2 Truck no: _____ 3 Truck volume: NA 4 Box no.: _____ 5 Box volume: **10 | 20 | 40** yd³
- 6. Service Type: **Neighborhood Cleanup**: **District** | **Targeted** | **Other**: _____
- 7 City Waste Type: **Cleanup Debris** | **Empty** (If box is removed empty, return the white original to ESD with the blue.)
- 8. Collection date: _____ 9. Collection day of week: **Saturday** | _____ 10. Site no.: _____
- 11. Service District: **A | C** 12. Council District: _____ 13. SNI Area: _____
- 14. Source of load (name of event or street address): _____
- 15. Comments: _____

Authorized by _____ 16. Date _____

Section II. Driver(s): confirm that the section above was completed, that the boxed items are correct and that this form has three sheets (white original, yellow copy and pink copy); sign and print your name, license number, date and times below; for 18, enter the time you got in line; give the original and both copies to the gate attendant at Newby Island Landfill (or The Recyclery); be prepared to show identification; receive the copies signed by the gate attendant with the scale ticket and return them all to your office. Print both the collection and disposal driver names for shuttled loads.

- 17. Time box picked up at cleanup: _____ 18. Time of arrival at landfill: _____
- Driver name(s) _____ 19. Date of disposal: _____
- Driver signature _____ 20. Driver CDL _____

Section III. Gate Attendant: accept only authorization forms with white original and two copies (yellow and pink); confirm that the boxed items in Sections I and II were completed; observe any restrictive comments in item 15; check the driver's ID as appropriate; enter the customer information below in the appropriate fields as necessary, putting the Disposal Authorization Number in the Bill of Lading field; enter the Scale Ticket number in item 22, below; return the two copies to the driver with the Scale Ticket; turn in the white originals for billing.

In case of attempted improper or fraudulent use, record the license plate number and other identifying information. Report to the IDC Manager immediately. Report attempted misuse to the City at the number below.

CUST#: 465 NAME: SAN JOSE CITY WASTE ORIGIN: ISJ	21. CONTRACT: SJGWR CLEANUP
22. Scale Ticket No. _____ <small>[system-generated number in upper left of weight tag]</small>	23. Disposal Authorization N^o _____ <small>[enter in BILL OF LADING field]</small>

Environmental Services, Integrated Waste Management Division 09/26/08 1000: 63001 – 64000
200 East Santa Clara Street, Floor 10, San Jose, CA 95113 **ph:** (408) 535-8550 **fax:** (408) 292-6211 76-IWM-CWDA

white: IDC • yellow: Hauler's monthly report to IWM • pink: Hauler • blue: return to ESD/IWM IDC 2.2.1.4g, rev. 09/08

**AGREEMENT BETWEEN THE CITY OF SAN JOSE AND GREENWASTE
RECOVERY, INC. FOR SOLID WASTE SERVICES**

TABLE OF CONTENTS

Article 1.	DEFINITIONS	2
Article 2.	TERM OF AGREEMENT	12
Article 3.	REPRESENTATIONS AND WARRANTIES OF CONTRACTOR	13
Article 4.	GENERAL SERVICES	15
Article 5.	SERVICE UNITS	20
Article 6.	YARD TRIMMINGS SERVICES	24
Article 7.	RESIDENTIAL STREET SWEEPING SERVICES	36
Article 8.	YARD TRIMMINGS AND SWEEP ROUTES	43
Article 9.	RECYCLABLE MATERIAL AND COMPOSTABLE WASTE PROCESSING	47
Article 10.	NEIGHBORHOOD CLEAN-UP SERVICES	53
Article 11.	PUBLIC LITTER CONTAINER SERVICES	57
Article 12.	ADDITIONAL SERVICES	61
Article 13.	PERSONNEL, EQUIPMENT, AND FACILITIES	65
Article 14.	DISPOSAL	71
Article 15.	CUSTOMER SERVICE	74
Article 16.	REPORTING AND RECORDKEEPING	77
Article 17.	FUND APPROPRIATION	79
Article 18.	DIVERSION STANDARDS	80
Article 19.	COMPENSATION	84
Article 20.	QUALITY OF PERFORMANCE OF CONTRACTOR	93
Article 21.	DEFAULT OF AGREEMENT	97
Article 22.	NONDISCRIMINATION, WAGE POLICY	100
Article 23.	FINANCIAL ASSURANCE	101
Article 24.	INSURANCE	104
Article 25.	MISCELLANEOUS PROVISIONS	108

- Exhibit 1. COMPENSATION
- Exhibit 2. REFUSE RATE INDEX
- Exhibit 3. RECYCLE PLUS SERVICE DISTRICTS
- Exhibit 4. CENTRAL BUSINESS DISTRICT AND TRANSIT MALL ZONE
- Exhibit 5. SMALL CIVIC SERVICE UNITS
- Exhibit 6. LARGE CIVIC SERVICE UNITS
- Exhibit 7. PLANS
- Exhibit 8. MFD RESIDENTIAL SOLID WASTE PROCESSING PLAN
- Exhibit 9. APPROVED SUBCONTRACTORS
- Exhibit 10. DATA AND REPORTING REQUIREMENTS
- Exhibit 11. OUTREACH
- Exhibit 12. ALTERNATIVE FUEL VEHICLE CONVERSION PLAN AND TIMELINE
- Exhibit 13. CONTRACTOR ELECTRONIC INTERFACE REQUIREMENTS
- Exhibit 14. APPROVED PRODUCTS
- Exhibit 15. CART SPECIFICATIONS AND PERFORMANCE CRITERIA
- Exhibit 16. FORM OF PERFORMANCE BOND
- Exhibit 17. WAGE POLICY
- Exhibit 18. DIVERSION AND DISPOSAL AUTHORIZATION FORMS FOR NCUs