

- 1 **SECTION 6A**
- 2 **SFD SOLID WASTE SERVICES AGREEMENT**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

SFD SOLID WASTE SERVICES AGREEMENT

TABLE OF CONTENTS

Article 1.	DEFINITIONS	1
Article 2.	TERM OF AGREEMENT	6
Article 3.	SERVICES PROVIDED BY CONTRACTOR	6
Article 4.	SERVICE UNITS.....	7
Article 5.	SFD SOLID WASTE SERVICES	9
Article 6.	COLLECTION ROUTES.....	15
Article 7.	COLLECTION EQUIPMENT	18
Article 8.	CONTRACTOR'S COMPENSATION	21
Article 9.	CONTRACTOR DISPOSAL ALLOCATION.....	24
Article 10.	SERVICE INQUIRIES AND COMPLAINTS	25
Article 11.	ADDITIONAL SERVICES	27
Article 12.	EMERGENCY SERVICE PROVISIONS	29
Article 13.	REPORTING and BILLING SYSTEM REQUIRMENTS	30
Article 14.	NONDISCRIMINATION & WAGE POLICY	31
Article 15.	QUALITY OF PERFORMANCE OF CONTRACTOR	31
Article 16.	PERFORMANCE BOND	34
Article 17.	INSURANCE	34
Article 18.	INDEMNIFICATION	37
Article 19.	DEFAULT OF AGREEMENT	38
Article 20.	FUND APPROPRIATION.....	41
Article 21.	MISCELLANEOUS PROVISIONS.....	41

1 wastes which may consist of, but are not limited to, human and animal parts, contaminated
2 bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing
3 and surgical gloves.

4 **1.04 Business(es).** All retail, professional, wholesale and industrial facilities and
5 any other commercial enterprises offering goods or services to the public.

6 **1.05 Business Service Unit.** Any Business located in a Mixed Use Dwelling that
7 elects to utilize SFD Solid Waste Services or MFD Solid Waste Services and is approved
8 for such service under CITY's Recycle Plus Program requirements, or any Small
9 Commercial Business.

10 **1.06 Central Business District (CBD).** The Central Business District as
11 described in San José Municipal Code Section 9.10.1500 and as set forth in **Exhibit 8**
12 ("CENTRAL BUSINESS DISTRICT AND TRANSIT MALL ZONE") to this Agreement.

13 **1.07 CITY.** The City of San José, California.

14 **1.08 City Representative.** The person, or the person's designee(s), who is
15 designated by the City Manager to administer and monitor the provisions of this
16 Agreement.

17 **1.09 Compostable Waste.** Vegetable and other food scraps including meat,
18 dairy products, kitchen grease and bones; paper and cardboard that have been
19 contaminated with food, fat or kitchen grease; compostable paper associated with food
20 preparation or food consumption such as paper towels, paper plates, tissue, waxed paper
21 and waxed cardboard; and other materials designated by the City Representative that are
22 capable of being composted, that would otherwise be disposed of as Garbage, and that
23 are set out separate from Garbage for collection by CITY's Yard Trimmings collection
24 service contractor.

25 **1.10 Consolidated Utility Billing System (C-UBS).** An integrated utility billing,
26 customer service, and performance management system.

27 **1.11 CONTRACTOR.** _____

28 **1.12 County.** Santa Clara County, California.

29 **1.13 Courtesy Notice.** A form approved by the City Representative and used by
30 CONTRACTOR to inform Service Recipients that a courtesy collection occurred even
31 though materials may not have been set out by the Service Recipient according to
32 program instructions.

33 **1.14 Disposal Facility.** The Newby Island Landfill, located at 1606 Dixon
34 Landing Road, San José, CA or such place or places specifically designated by the CITY
35 for the disposal of Residential Solid Waste.

1 **1.15 Dwelling Unit.** Any individual living unit in a single-family dwelling (SFD),
2 multi-family dwelling (MFD), or Mixed-Use Dwelling (MUD) intended for, or capable of
3 being utilized for, residential living. Dwelling Unit does not include an individual living unit
4 in a hotel or motel, guesthouse, residential care facility, extended care facility, sorority or
5 fraternity house, school, dormitory, residential service facility, emergency residential
6 shelter, hospital, convent, or monastery, as determined by the City Representative.

7 **1.16 Exempt Waste.** Biohazardous or Biomedical Waste, Hazardous Waste,
8 Sludge, Stable Matter, Yard Trimmings or lumber that is more than five (5) feet in length in
9 its longest dimension or more than two (2) feet in diameter, automobiles, automobile parts
10 except those which fall within the definition of Recyclable Materials, boats, boat parts, boat
11 trailers, internal combustion engines, lead-acid batteries, and those wastes under the
12 control of the Nuclear Regulatory Commission; but not including those materials collected
13 as large items or Recyclable Materials through the CITY's Recycling Service Agreement.

14 **1.17 Garbage.** All putrescible waste which generally includes, but is not limited
15 to, kitchen and table food waste, animal, vegetative, food or any organic waste that is
16 attendant with, or results from the storage, preparation, cooking or handling of food
17 materials attributed to normal activities of a Service Unit. Garbage must be generated at
18 the Service Unit from which the Garbage is collected. Garbage does not include those
19 items defined as Exempt Waste and does not include materials collected as Compostable
20 Waste through CITY's Yard Trimmings collection service program.

21 **1.18 Garbage Cart.** A heavy plastic receptacle having a hinged tight-fitting lid
22 and wheels, that is approved by the City Representative for use by Service Recipients for
23 SFD Solid Waste Services under this Agreement. The specifications for Garbage Carts,
24 including capacity, are set forth in **Exhibit 5** ("CART SPECIFICATIONS AND
25 PERFORMANCE CRITERIA") to this Agreement.

26 **1.19 Hazardous Waste.** Any material which is defined as a hazardous waste
27 under California or United States law or any regulations promulgated pursuant to such law,
28 as such law or regulations may be amended from time to time, but not including materials
29 collected as Used Oil or Used Oil Filters through the CITY's Recycling Service Agreement.

30 **1.20 Mixed Use Dwelling.** A building or structure which contains both
31 Business(es) and Dwelling Unit(s).

32 **1.21 Non-Collection Notice.** A form approved by the City Representative and
33 used by CONTRACTOR to notify Service Recipients of the reason for non-collection of
34 materials set out by the Service Recipient for collection by CONTRACTOR pursuant to this
35 Agreement.

36 **1.22 Rebuilt Vehicle.** For purposes of this Agreement, "rebuilt" means, at a
37 minimum, replacement of worn parts and reconditioning or replacement of hydraulic
38 systems, transmissions, differentials, electrical systems, engines, and brake systems. In

1 addition, the Rebuilt Vehicle must be repainted prior to performance of services under this
2 Agreement, and its tires must have at least eighty-five percent (85%) of tread remaining.

3 **1.23 Recyclable Materials.** Newsprint (including inserts); mixed paper (including
4 magazines, catalogs, envelopes, junk mail, corrugated cardboard, Kraft brown bags and
5 paper, paperboard, paper egg cartons, office ledger paper, and telephone books); glass
6 containers; aluminum beverage containers; small scrap and cast aluminum (not exceeding
7 sixty (60) pounds in weight nor two (2) feet in any dimension for any single item); steel
8 including "tin" cans and small scrap (not exceeding sixty (60) pounds in weight nor two (2)
9 feet in any dimension for any single item); bimetal containers; mixed plastics such as
10 plastic bags, plastic film, plastics (1-7), and bottles including containers made of HDPE,
11 LDPE, PET, or PVC; textiles; aseptic containers; polystyrene; and other materials that are
12 capable of being Recycled and that would otherwise be disposed of as Residential Solid
13 Waste.

14 **1.24 Residential Solid Waste.** Garbage and Rubbish resulting from the normal
15 activities at a Service Unit. Residential Solid Waste must be generated at the Service Unit
16 from which the Residential Solid Waste is collected and does not include items defined as
17 Exempt Waste.

18 **1.25 Roll-Off Collection Service.** The collection of Roll-Off Containers
19 containing material other than Residential Solid Waste from SFD Service Units, Small
20 Civic Service Units or Businesses.

21 **1.26 Roll-Off Container.** A metal container that is normally loaded onto a motor
22 vehicle and transported to an appropriate facility.

23 **1.27 Rubbish.** All refuse, accumulation of paper, excelsior, rags, wooden boxes
24 and containers, sweep-ups and all other accumulations of a nature other than Garbage
25 and Yard Trimmings, resulting from the normal activities of a Service Unit. Rubbish must
26 be generated at the Service Unit from which the Rubbish is collected. Rubbish does not
27 include items defined as Exempt Waste.

28 **1.28 Service District or Districts.** Those areas designated as District A and
29 District C on the map set out in **Exhibit 2** ("RECYCLE PLUS SERVICE DISTRICTS") to
30 this Agreement. (To be completed after award)

31 **1.29 Service Recipient.** A Business Service Unit, a Small Civic Service Unit, or
32 a resident of the City of San José residing in a SFD Service Unit, that receives services
33 pursuant to this Agreement.

34 **1.30 Service Unit.** Any Business Service Unit , or SFD Service Unit.

35 **1.31 SFD Service Unit.** Any Dwelling Unit or Small Civic Service Unit in the
36 Service District(s) utilizing a Garbage Cart, any Dwelling Units in a Mixed Use Dwelling, or

1 any combination of Dwelling Units sharing Garbage Carts, for the accumulation and set-
2 out of Residential Solid Waste.

3 **1.32 SFD Solid Waste Service.** The collection of Residential Solid Waste from
4 Service Units in the Service District(s) and the delivery of that Residential Solid Waste to
5 the Disposal Facility.

6 **1.33 Sludge.** The accumulated solids, residues, and precipitates generated as a
7 result of waste treatment or processing, including wastewater treatment, water supply
8 treatment, or operation of an air pollution control facility, and mixed liquids and solids
9 pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any
10 other such waste having similar characteristics or effects.

11 **1.34 Small Civic Service Unit.** Those neighborhood parks, fire stations, and
12 other CITY properties as set forth in **Exhibit 6** ("SMALL CIVIC SERVICE UNITS") to this
13 Agreement.

14 **1.35 Small Commercial Business.** A Business that generates less than one
15 cubic yard of solid waste per week, and is included in the residential collection program.

16 **1.36 Stable Matter.** Manure and other waste matter normally accumulated in
17 stables or in livestock or poultry enclosures.

18 **1.37 Tagged Garbage Bag.** A plastic bag meeting the requirements specified in
19 Chapter 9.10 of the San José Municipal Code, whose contents do not exceed sixty (60)
20 pounds in weight and to which is attached a CITY-provided tag designating the material as
21 eligible for collection.

22 **1.38 Transit Mall Zone.** The Transit Mall Zone described in San José Municipal
23 Code Section 9.10.1510 and as set forth in Exhibit 8 to this Agreement.

24 **1.39 Work Day.** Any day, Monday through Friday, that is not designated as a
25 holiday pursuant to Section 3.04 of this Agreement, and any Saturday on which collection
26 occurs because of the holiday schedule adjustment described in Section 3.04.

27 **1.40 Yard Trimmings.** Any vegetative matter resulting from normal yard and
28 landscaping maintenance that is not more than five (5) feet in its longest dimension or six
29 (6) inches in diameter or weighs more than sixty (60) pounds and any natural Christmas
30 tree regardless of size and weight. Yard Trimmings includes sod; plant debris including
31 palm, yucca and cactus; grass clippings, leaves, pruning, weeds, branches, brush,
32 Christmas trees, and other forms of horticultural waste and must be generated at the
33 Service Unit from which the Yard Trimmings are collected. Yard Trimmings do not include
34 items defined as Exempt Waste.

ARTICLE 2. TERM OF AGREEMENT

1
2 **2.01 Term.** The term of this Agreement shall be for a period beginning on the
3 Effective Date and terminating June 30, 2013.

ARTICLE 3. SERVICES PROVIDED BY CONTRACTOR

4
5 **3.01 Grant of Exclusive Agreement.** Except as otherwise provided in this
6 Agreement, CONTRACTOR is hereby granted an exclusive agreement to provide SFD
7 Solid Waste Services at all Service Units within the Service District(s). No other services,
8 including Roll-Off Collection Services, shall be exclusive to CONTRACTOR.

9 **3.02 Service Standards.** CONTRACTOR shall perform all services under this
10 Agreement in a thorough and professional manner. Except as provided in Article 12, all
11 SFD Solid Waste Services described in this Agreement shall be performed regardless of
12 weather conditions or difficulty of collection. CONTRACTOR shall perform all additional
13 services described in this Agreement professionally, promptly and courteously.

14 **3.03 Labor and Equipment.** CONTRACTOR shall provide and maintain all
15 labor, equipment, tools, facilities, and personnel supervision required for the performance
16 of CONTRACTOR's obligations under this Agreement. CONTRACTOR shall at all times
17 have sufficient backup equipment and labor to fulfill CONTRACTOR's obligations under
18 this Agreement. No compensation for CONTRACTOR's services or for CONTRACTOR's
19 supply of labor, equipment, tools, facilities or supervision shall be provided or paid to
20 CONTRACTOR by CITY or by any Service Recipient except as expressly provided by this
21 Agreement.

22 **3.04 Holiday Service.** CITY observes Thanksgiving Day, December 25th, and
23 January 1st as legal holidays. CONTRACTOR shall not be required to provide services
24 under this Agreement or to maintain office hours on these designated holidays. In any
25 week in which one of these holidays falls on a Work Day, SFD Solid Waste Services for the
26 holiday and each Work Day thereafter will be delayed one Work Day for the remainder of
27 the week with normally scheduled Friday SFD Solid Waste Services being performed on
28 Saturday.

3.05 Commingling of Materials Prohibited.

29
30 3.05.1 Residential Solid Waste and Recyclable Materials. CONTRACTOR
31 shall not at any time commingle Residential Solid Waste collected pursuant to this
32 Agreement with any recyclable materials separated for collection pursuant to the CITY'S
33 SFD Recycling Service Agreement(s) unless CONTRACTOR has been directed by the
34 CITY as set forth in Section 5.05 of this Agreement.

35 3.05.2 Residential Solid Waste Collected in San José. CONTRACTOR shall
36 not at any time commingle any Residential Solid Waste collected pursuant to this

1 Agreement with any other material collected by CONTRACTOR inside or outside the City
2 of San José without the express prior written authorization of the City Representative.

3 **3.06 Spillage and Litter.**

4 3.06.1 CONTRACTOR shall not litter premises in the process of providing
5 SFD Solid Waste Services or while its vehicles are on the road. CONTRACTOR shall
6 transport all Residential Solid Waste in such a manner as to prevent the spilling or blowing
7 of such waste from CONTRACTOR's vehicle. CONTRACTOR shall exercise all reasonable
8 care and diligence in providing SFD Solid Waste Services so as to prevent spilling or
9 dropping of Residential Solid Waste during collection activity and shall immediately, at the
10 time of occurrence, clean up such spilled Residential Solid Waste.

11 3.06.2 CONTRACTOR shall immediately cover with petroleum-absorbent
12 material all equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris
13 resulting from CONTRACTOR's operations or equipment repair and shall remove the
14 debris and the petroleum-absorbent material from the street surface before the end of the
15 calendar day immediately following the day of the spill. When necessary, CONTRACTOR
16 shall apply a suitable cleaning agent to the street surface to provide adequate cleaning.

17 3.06.3 Notwithstanding Sections 3.06.1 and 3.06.2 above,
18 CONTRACTOR shall clean up any spillage or litter caused by CONTRACTOR within two
19 (2) hours after notice from CITY. Such notice may be by telephone, e-mail, or facsimile.

20 3.06.4 To facilitate cleanup, CONTRACTOR's vehicles shall at all times
21 carry sufficient quantities of petroleum-absorbent materials, brooms and shovels, and
22 other appropriate cleanup materials or equipment.

23 **3.07 Ownership of Materials.**

24 3.07.1 Title to Residential Solid Waste shall pass to CONTRACTOR at
25 such time as said materials are placed in CONTRACTOR's collection vehicle except for
26 Residential Solid Waste selected for inclusion in a waste characterization study specified in
27 Section 6.06, in which case title shall pass to the CITY at the time the Residential Solid
28 Waste is set out for collection.

29 **ARTICLE 4. SERVICE UNITS**

30 **4.01 Service Units.** Service Units shall include all the following categories of
31 premises which are in CONTRACTOR's Service District(s) as of July 1, 2007, and all such
32 premises which may be added to CONTRACTOR's Service District(s) by means of
33 annexation, new construction, or as otherwise set forth in this Agreement during term of
34 this Agreement.

35 4.01.1 SFD Service Units

1 4.01.2 Business Service Units

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

6 **4.02 Service Unit Changes.** CITY and CONTRACTOR acknowledge that during
7 the term of this Agreement it may be necessary or desirable to add or delete Service Units
8 for which CONTRACTOR will provide SFD Solid Waste Services.

9 4.02.1 Additions. CONTRACTOR shall provide SFD Solid Waste
10 Services described in this Agreement to new Service Units in CONTRACTOR's Service
11 District(s) within five (5) Work Days of receipt of notice from CITY through the
12 Consolidated Utility Billing System to begin such SFD Solid Waste Services. Service Units
13 may also be added at the request of CONTRACTOR with written approval of the City
14 Representative or at the request of the Service Unit and written approval of eligibility by the
15 City Representative.

16 4.02.2 Deletions. CONTRACTOR shall immediately cease providing SFD
17 Solid Waste Services to any Service Unit upon receipt of notice from CITY through the
18 Consolidated Utility Billing System to stop such service. Service Units may also be deleted
19 because of a determination by the City Representative that the premises are not located in
20 CONTRACTOR's Service District(s), or that the premises do not qualify for SFD Solid
21 Waste Services.

22 4.02.3 CONTRACTOR shall revise the Service Unit route maps to show
23 the addition or deletion of Service Units as provided above and shall provide such revised
24 maps to the City Representative upon request.

25 **4.03 Annexation.** If during the term of this Agreement, additional territory within
26 or adjacent to the CONTRACTOR's Service District(s) is acquired by CITY through
27 purchase, annexation, eminent domain, or other procedures, the City Representative may
28 designate such additional territory as part of CONTRACTOR's Service District(s). If the
29 additional territory is so designated, CONTRACTOR shall provide SFD Solid Waste
30 Services in such additional territory in accordance with the provisions and service rates set
31 forth in this Agreement. Such SFD Solid Waste Services shall begin within ten (10) Work
32 Days of receipt of written notice from the City Representative. CONTRACTOR shall not
33 begin SFD Solid Waste Services in the additional territory without written authorization
34 from the City Representative.

35 If at the time of acquisition by CITY, the additional territory contains more
36 than five hundred (500) Service Units for which CONTRACTOR will provide SFD Solid
37 Waste Services, CONTRACTOR may phase in the distribution of Garbage Carts on a
38 schedule approved by the City Representative; provided that CONTRACTOR shall

1 complete the distribution of all Garbage Carts within ninety (90) calendar days after
2 CONTRACTOR receives notification to begin SFD Solid Waste Services in the additional
3 territory.

4 **ARTICLE 5. SFD SOLID WASTE SERVICES**

5 Beginning July 1, 2007, and continuing until the expiration or termination of this
6 Agreement, CONTRACTOR shall provide SFD Solid Waste Services to all Service Units in
7 the Service District(s) in accordance with the terms and conditions of this Agreement.

8 **5.01 Transition.** CONTRACTOR understands and agrees that the time between
9 the Effective Date and July 1, 2007, is intended to provide CONTRACTOR with sufficient
10 time to, among other things, order equipment, prepare necessary routing changes, obtain
11 permits and licenses, establish/build facilities, obtain required service agreements, and
12 integrate other program changes as specified in this Agreement. CONTRACTOR shall be
13 responsible for the provision of all SFD Solid Waste Services in the Service District(s)
14 beginning July 1, 2007. CONTRACTOR shall implement the transition in accordance with
15 CONTRACTOR's Transition Plan which is set forth as Item 7A in **Exhibit 7** ("PLANS") to
16 this Agreement. The Transition Plan may be modified from time to time by the mutual
17 written agreement of CONTRACTOR and the City Representative in order to provide a
18 smooth transition of services, provided that no such modification shall extend any time for
19 performance beyond the dates set forth in this Agreement.

20 **5.02 Holiday Contingency Plan.** On or before September 30, 2007 and on or
21 before each September 30th during the term of this Agreement, CONTRACTOR shall
22 submit an annual plan outlining collection strategies to handle increased tonnages during
23 the fall holiday season. The plan should list any additional vehicles which will be utilized
24 including ID# type license number, and material that will be collected; strategy for
25 fluctuation in the labor force; and how coordination with the SFD Recycling Services and
26 the YT & RSS Services contractors(s) will be accomplished for the collection of Christmas
27 trees.

28 **5.03 General Provisions.**

29 **5.03.1 Accessibility to Street.** In those instances where a public or private
30 street within the Service District(s) is temporarily closed to vehicular traffic but is
31 accessible to pedestrian traffic, CONTRACTOR shall utilize pedestrian access to provide
32 SFD Solid Waste Collection Service with no disruption of service to the Service Unit.

33 **5.03.2 Frequency of Service.** CONTRACTOR shall provide all SFD Solid
34 Waste Services to each Service Unit in the Service District(s) once every week on a
35 scheduled route basis. Where the scheduled collection day falls on a holiday,
36 CONTRACTOR shall adjust the route schedule as set forth in Section 3.04.

1 5.03.3 Hours of Collection. Except as set forth below, CONTRACTOR
2 shall provide SFD Solid Waste Services commencing no earlier than 6:00 a.m. and
3 terminating no later than 6:00 p.m., Monday through Friday, with no service on Saturday
4 (except for holiday service as set forth in Section 3.04 of this Agreement) or Sunday.

5 Collection in the Central Business District and the Transit Mall
6 Zone shall take place between 12:00 a.m. and 6:00 a.m. A map of the Central Business
7 District and the Transit Mall Zone is included in Exhibit 8 to this Agreement.

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

13 Notwithstanding the above requirements, delivery of collected
14 materials to the Disposal Facility or other appropriate facility shall occur during the normal
15 business hours of such facility unless other arrangements have been made with the facility
16 and have been approved in advance by the City Representative.

17 5.03.4 Inventory. CONTRACTOR shall maintain an inventory of Garbage
18 Carts in sufficient number for CONTRACTOR to perform deliveries, repairs and exchanges
19 of such equipment in a timely manner.

20 5.03.5 Manner of Collection. CONTRACTOR shall provide all SFD Solid
21 Waste Services with as little disturbance as possible. Except in the case of on-premises
22 service, CONTRACTOR shall leave any Garbage Cart in an upright position at the same
23 point from which its contents were collected, and, without obstructing alleys, roadways,
24 driveways, sidewalks or mail boxes. In the case of on-premises service, CONTRACTOR
25 shall remove the Garbage Cart or Tagged Garbage Bag from the back or side of the
26 Service Unit (or from such other location as agreed to by CONTRACTOR and the Service
27 Recipient), shall empty the contents into the collection vehicle, and shall return the
28 Garbage Cart to the location from which they were removed.

29 CONTRACTOR's employees providing SFD Solid Waste Services
30 shall follow the regular walk for pedestrians while on private property and shall not
31 trespass nor cross property to the adjoining premises unless the occupant or owner of both
32 properties has given permission. Care shall be taken to prevent damage to property,
33 including flowers, shrubs, and other plantings.

34 5.03.6 Spillage. CONTRACTOR shall not be responsible for cleaning up
35 sanitary conditions around Garbage Carts, or Tagged Garbage Bags caused by the
36 carelessness of the Service Recipient; however, CONTRACTOR shall clean up any
37 Residential Solid Waste spilled from a Garbage Cart or Tagged Garbage Bag by
38 CONTRACTOR or its employees.

1 CONTRACTOR's request, the City Representative shall make a determination as to
2 whether the SFD Service Unit meets the eligibility requirements and shall notify
3 CONTRACTOR of such determination within sixty (60) calendar days of CONTRACTOR's
4 request. At the time CONTRACTOR makes the request for verification of eligibility,
5 CONTRACTOR may submit to the City Representative any information relevant to the City
6 Representative's determination.

7 5.04.2.2 Subscription On-Premises Service. Notwithstanding any
8 term or condition set forth in this Agreement, CONTRACTOR shall provide on-premises
9 collection of Residential Solid Waste to those SFD Service Units subscribing to such
10 service, except that subscription on-premises collection service shall not be available in
11 those instances where the on-premises collection location of the Garbage Cart is more
12 than one hundred (100) yards from the normal curbside set out location. The City
13 Representative shall utilize the Consolidated Utility Billing System to notify CONTRACTOR
14 of any SFD Service Units subscribing to subscription on-premises collection service, along
15 with the date such service is to begin.

16 5.04.2.3 Collection Day. CONTRACTOR shall provide on-premises
17 SFD Solid Waste Service on the same Work Day that curbside collection would otherwise
18 be provided to the SFD Service Unit.

19 5.04.3 Non-Collection. CONTRACTOR shall not be required to collect
20 any Residential Solid Waste that is not placed either in a Garbage Cart or in a Tagged
21 Garbage Bag. CONTRACTOR shall not be required to collect Residential Solid Waste
22 from a Garbage Cart when the contents exceed the volume of the Garbage Cart when its
23 lid is closed, nor from a Tagged Garbage Bag when the weight of the contents exceeds
24 sixty (60) pounds. In the event of non-collection, CONTRACTOR shall affix to the Garbage
25 Cart or Tagged Garbage Bag a Non-Collection Notice explaining why collection was not
26 made.

27 5.04.4 Courtesy Notice. CONTRACTOR shall be required to collect any
28 Residential Solid Waste that is placed either in a Garbage Cart or in a Tagged Garbage
29 Bag even if placement of cart or bag causes CONTRACTOR to move them to facilitate
30 collection. CONTRACTOR may affix to the Garbage Cart a Courtesy Notice informing the
31 Service Recipient that collection was completed even though containers may not have
32 been set out by the Service Recipient according to program instructions.

33 5.04.5 Purchase and Distribution of Garbage Carts. CONTRACTOR shall
34 purchase and distribute fully assembled and functional Garbage Carts to new Service
35 Units that are added to CONTRACTOR's Service District(s) during the term of this
36 Agreement. The number of Garbage Carts and the size of each Garbage Cart to be
37 distributed will be in accordance with the information provided by the CITY and, except as
38 provided in Section 4.03 of this Agreement, CONTRACTOR shall complete the distribution
39 within five (5) Work Days of receipt of the information. If directed by the City

1 Representative, CONTRACTOR will provide multiple Garbage Carts to a Service Unit.
2 Garbage Carts shall be affixed with the CITY logo, and shall meet the specifications set
3 forth in Exhibit 5.

4 5.04.6 Replacement of Garbage Carts. CONTRACTOR's employees
5 shall take care to prevent damage to Garbage Carts by unnecessary rough treatment. Any
6 Garbage Cart damaged by CONTRACTOR shall be replaced by CONTRACTOR, at
7 CONTRACTOR's expense, within five (5) Work Days at no cost or inconvenience to the
8 Service Recipient and at no cost to CITY.

9 Upon notification to CONTRACTOR by the City Representative or
10 a Service Recipient that the Service Recipient's Garbage Cart has been stolen or that it
11 has been damaged beyond repair through no fault of CONTRACTOR, CONTRACTOR
12 shall deliver a replacement Garbage Cart to such Service Recipient within five (5) Work
13 Days of the date of the notification.

14 Each Service Recipient shall be entitled to the replacement of one
15 (1) lost, destroyed, or stolen Garbage Cart during the term of this Agreement at no cost to
16 the Service Recipient or CITY. Except in the case of a Garbage Cart that must be
17 replaced because of damage caused by CONTRACTOR or in the case where
18 CONTRACTOR elects to replace a Garbage Cart rather than repair it on-site,
19 CONTRACTOR shall be compensated for the cost of those replacements in excess of one
20 (1) per Service Recipient during the term of the Agreement, in accordance with the "Cart
21 Exchanges in Excess of Once per Year" service rate set forth in **Exhibit 1**,
22 ("COMPENSATION RATES") as adjusted from time to time as provided under the terms of
23 this Agreement. CONTRACTOR understands and agrees that this provision is intended to
24 be applied on a per Service Recipient basis, not a per Service Unit basis.

25 5.04.7 Repair of Garbage Carts. CONTRACTOR shall be responsible for
26 repair of Garbage Carts in the areas to include, but not be limited to, hinged lids, wheels
27 and axles. Within ten (10) Work Days of notification by the City Representative or a
28 Service Recipient of the need for such repairs, CONTRACTOR shall repair the Garbage
29 Cart, or if necessary, remove the Garbage Cart for repairs and deliver a replacement
30 Garbage Cart to the Service Recipient.

31 5.04.8 Garbage Cart Exchange. Within ten (10) Work Days of notification
32 to CONTRACTOR by the City Representative or a Service Recipient that a change in the
33 size of a Garbage Cart is required, CONTRACTOR shall deliver such Garbage Cart to the
34 Service Recipient, and remove the Garbage Cart that is being replaced. Each SFD
35 Service Unit shall be eligible to receive one (1) free Garbage Cart exchange per
36 Agreement Year during the term of this Agreement. CONTRACTOR shall be compensated
37 for the cost of those exchanges in excess of one (1) per Agreement Year, in accordance
38 with the "Cart Exchanges in Excess of Once per Year" service rate as set forth in Exhibit 1
39 as adjusted under the terms of this Agreement.

1 5.04.9 Ownership of Garbage Carts. Garbage Carts in the possession of
2 a Service Unit as of July 1, 2007, and all Garbage Carts distributed by CONTRACTOR
3 during the term of this Agreement shall be the property of CONTRACTOR.
4 CONTRACTOR shall retain ownership of such Garbage Carts during the term of this
5 Agreement. Upon the expiration or termination of this Agreement, CONTRACTOR shall
6 transfer to CITY and CITY shall obtain ownership of all Garbage Carts that are in the
7 possession of a Service Unit on the date of such expiration or termination.
8 CONTRACTOR shall retain ownership of all Garbage Carts in CONTRACTOR's
9 possession at the expiration or termination of this Agreement.

10 5.04.10 Disposal Facility. Except as set forth in this Section 5.04.10,
11 CONTRACTOR shall transport and deliver to the Disposal Facility all Residential Solid
12 Waste collected as a result of performing SFD Solid Waste Services pursuant to this
13 Agreement. In the event the Disposal Facility is closed on a Work Day, CONTRACTOR
14 shall transport and dispose of the Residential Solid Waste at such other legally permitted
15 disposal facility as is designated in writing by the City Representative. CONTRACTOR's
16 failure to comply with this provision shall result in the levy of an administrative charge as
17 specified in Article 15 of this Agreement and may result in CONTRACTOR being in default
18 under this Agreement.

19 **5.05 Collection and Disposal of Contaminated Recyclable Materials.**

20 CONTRACTOR shall collect Recyclable Materials as directed by the CITY within one (1)
21 Work Day of notification from the CITY.. CONTRACTOR shall be compensated for the cost
22 of the collection of this material in accordance with the "Collection of Contaminated
23 Recyclable Materials" service rate as set forth in Exhibit 1 as adjusted under the terms of
24 this Agreement. Once notified by the CITY, such contaminated material shall be
25 considered to be Residential Solid Waste by CITY and CONTRACTOR for purposes of
26 collection and disposal under the terms of this Agreement.

27 **5.06 Collection and Disposal of Contaminated Christmas Trees.**

28 CONTRACTOR shall collect contaminated Christmas trees that are unsuitable for
29 collection by the CITY's YT & RSS Services Contractor during the same day as normal
30 collection operations. Contaminated Christmas trees include Christmas trees that have
31 ornaments, decorations, or tinsel, or are attached to a tree stand. CONTRACTOR will not
32 receive additional compensation for the collection of contaminated Christmas trees.

33 **5.07 Service Agreement.** To the extent available, CITY will provide

34 CONTRACTOR with a list of private streets in the Service District(s), and shall provide
35 updated lists as additional streets are added or additional information is available.
36 CONTRACTOR shall obtain a signed service agreement from each SFD Service Unit
37 complex or development where CONTRACTOR will enter upon private streets to perform
38 SFD Solid Waste Services. CONTRACTOR shall provide the City Representative with
39 copies of all signed service agreements within ten (10) Work Days of receipt by

1 CONTRACTOR. The service agreements will contain at least the following information:
2 Name and address of the complex, development, or homeowners' association; name,
3 address and phone number of the contact person for the complex, development, or
4 homeowners' association; permission for CONTRACTOR to enter the private streets;
5 number and size of Garbage Carts and collection location if not curbside.

6 **ARTICLE 6. COLLECTION ROUTES**

7 **6.01 Initial Collection Routes.**

8 6.01.1 On or before October 1, 2006, CONTRACTOR shall submit to the
9 City Representative preliminary estimates of hours to be worked per day and travel time
10 per day for the performance of services under this Agreement. CITY may provide written
11 comments on the preliminary estimates within ten (10) Work Days of receipt of the
12 estimates from CONTRACTOR. CONTRACTOR shall respond in writing to any CITY
13 comments within thirty (30) Work Days of receipt of comments from CITY.

14 6.01.2 On or before October 1, 2006, CITY shall provide CONTRACTOR
15 with base maps of CONTRACTOR's Service District(s) in an electronic format. During the
16 term of this Agreement CITY shall continue to provide updated base maps to
17 CONTRACTOR. On or before February 1, 2007, CONTRACTOR shall provide the City
18 Representative with maps precisely defining CONTRACTOR's collection routes, together
19 with the days and the times at which collection shall regularly commence. The maps shall
20 be printed and in an electronic format that is compatible with CITY's system. For purposes
21 of this Section "compatible" means the ability to import and export data between computer
22 systems without the need for custom translation software.

23 The City Representative may provide written comments on the
24 preliminary maps to CONTRACTOR no later than ten (10) Work Days after receipt of the
25 maps. CONTRACTOR shall revise the maps to reflect such comments and return them to
26 the City Representative for CITY corroboration within ten (10) Work Days after receipt of
27 the City Representative's comments. Upon the incorporation of the City Representative's
28 comments and completion of corroboration by CITY, the City Representative shall send
29 written approval of the maps to CONTRACTOR.

30 **6.02 Collection Route Changes.** CONTRACTOR shall submit to the City
31 Representative, in writing, any proposed route change (including maps thereof) not less
32 than sixty (60) Work Days prior to the proposed date of implementation. The City
33 Representative may provide written comments on such proposed change to
34 CONTRACTOR no later than ten (10) Work Days after receipt of the proposal, and in such
35 event, CONTRACTOR shall revise the routes to reflect such comments and return them to
36 the City Representative for CITY corroboration within ten (10) Work Days after receipt of
37 the City Representative's comments. CONTRACTOR shall not implement any route

1 changes without the prior approval of the City Representative. If the approved route
2 change will change the collection day for a Service Unit, or will change the time of
3 collection from morning to afternoon or vice versa, CONTRACTOR shall provide notice of
4 the route change to the affected Service Units not less than thirty (30) Work Days before
5 the proposed date of implementation in a manner approved by the City Representative.

6 **6.03 Collection Route Audits.**

7 6.03.1 Route Audits. All collection routes shall be audited annually in a
8 manner subject to the approval of the City Representative. CONTRACTOR shall conduct
9 an annual route audit for each of CONTRACTOR's SFD Solid Waste Collection Service
10 routes. The route audits shall be conducted once each calendar year during the term of
11 this Agreement beginning in the year 2008, with each route being audited in a different
12 quarter each year so that all routes are audited in each of the four (4) quarters during the
13 term of this Agreement. CONTRACTOR shall conduct audits of all routes served by one
14 collection vehicle on five (5) consecutive Work Days. Not later than sixty (60) Work Days
15 prior to the first route audit in each year, CONTRACTOR shall submit to the City
16 Representative a schedule of route audits to be conducted in that year together with a
17 description of the audit methodology. CITY reserves the right to determine which routes
18 will be audited in a particular week and, if CITY exercises this right, shall notify
19 CONTRACTOR of the routes not less than three (3) Work Days in advance.
20 CONTRACTOR shall include route audits performed in each quarter in CONTRACTOR's
21 quarterly report.

22 6.03.2 Audit Information. The route audits shall include the following
23 information for each collection route:

- 24 ▪ The route number, the date of the audit, and the starting and ending
25 times of collection during the audit.
- 26 ▪ The number of Service Units on the route.
- 27 ▪ The number of Service Units participating on the date of the audit.
- 28 ▪ The number of Service Units that set out Tagged Garbage Bags and
29 the total number of Tagged Garbage Bags collected.
- 30 ▪ The number of over filled carts, and the address of the Service
31 Recipient where the cart was audited.
- 32 ▪ The cart size and address of the Service Recipient where the cart was
33 audited.
- 34 ▪ The number of carts that need repair or replacement, and the address
35 of the Service Recipient where the cart was audited.

-
- 1 ▪ The number of collection vehicles used on the route by vehicle type
2 (e.g., rear loader solid waste truck, side-loading solid waste truck),
3 and the number of trips made by each vehicle to the Disposal Facility.
- 4 ▪ The tonnage of Residential Solid Waste and the time of arrival and
5 departure of each vehicle at the Disposal Facility.
- 6 ▪ A description of any changes in the route occurring since the
7 immediately preceding route audit, including changes in the location of
8 the route, the number of Service Units, equipment used, and collection
9 methods employed.
- 10 ▪ The name(s), telephone number(s), and signature(s) of the persons
11 performing each route audit.

12 **6.04 Special Route Audits.** CITY may request performance of special route
13 audits in addition to the route audits conducted pursuant to Section 6.03. Within fifteen
14 (15) calendar days of receipt of a written request for a special route audit, CONTRACTOR
15 shall provide to the City Representative a written cost proposal for performance of the
16 special route audit. If the City Representative accepts CONTRACTOR's cost proposal,
17 CONTRACTOR shall conduct the special route audit and CITY shall compensate
18 CONTRACTOR at the rate described in CONTRACTOR's cost proposal.

19 **6.05 CITY-Conducted Collection Route Audits.** CITY reserves the right to
20 conduct audits of CONTRACTOR's collection route audits. CONTRACTOR shall
21 cooperate with CITY in connection therewith, including permitting CITY employees or
22 agents, designated by the City Representative, to ride in the collection vehicles during the
23 conduct of audits. CONTRACTOR shall have no responsibility or liability for the salary,
24 wages, benefits or Worker's Compensation claims of any person designated by the City
25 Representative to conduct such audits.

26 **6.06 Waste Characterization Study.** CITY may require that a waste
27 characterization study be undertaken by the CONTRACTOR, or the City may elect to
28 conduct the study itself. In the event the CITY requests participation of the
29 CONTRACTOR, CONTRACTOR shall within fifteen (15) calendar days of receipt of a
30 written request for a waste characterization study, provide to the City representative a
31 written cost proposal for performance of the waste characterization study. If the City
32 Representative accepts CONTRACTOR's cost proposal, CONTRACTOR shall participate
33 in the waste characterization study to the extent set forth in the approved study plan, and
34 CITY shall compensate CONTRACTOR at the rate described in CONTRACTOR's cost
35 proposal. In the event CITY elects to conduct the waste characterization study itself,
36 CONTRACTOR shall cooperate with the CITY in conducting the study. Cooperation shall
37 include, but not be limited to, providing route and collection data to assist in the selection
38 of the test samples, and coordinating collection routes and activities so as not to interfere
39 with the study.

ARTICLE 7. COLLECTION EQUIPMENT

7.01 Equipment Specifications.

7.01.1 General Provisions. All collection equipment used by CONTRACTOR in the performance of services under this Agreement shall be of high quality. The vehicles shall be designed and operated so as to prevent collected materials from escaping from the vehicles. All hoppers shall be closed on top and on all sides with screening material to prevent collected materials from leaking, blowing or falling from the vehicles. All trucks and containers shall be watertight and shall be operated so that liquids do not spill during collection or in transit.

All collection vehicles utilized by CONTRACTOR pursuant to this Agreement shall provide automated or semi-automated collection except where such service is not feasible because of topographic or other physical factors. The determination that automated or semi-automated collection vehicles are not feasible shall be made by the City Representative after consultation with CONTRACTOR. Where automated or semi-automated services are not feasible, CONTRACTOR shall consult with the City Representative regarding the collection equipment to be utilized.

7.01.2 Clean Air Vehicles. During the term of this Agreement, to the extent required by law, CONTRACTOR shall provide its Collection Service vehicles to be in full compliance with local, State and federal clean air requirements that have been adopted or are proposed to be adopted, including, but not limited to, the California Air Resources Board Heavy Duty Engine Standards as currently proposed to be contained in CCR Title 13, Section 2021 et seq.; the Federal EPA's Highway Diesel Fuel Sulfur regulations; and any other applicable air pollution control laws.

7.01.3 Lubricants. Except as approved in writing by the Director of Environmental Services on an individual vehicle basis, CONTRACTOR shall utilize re-refined motor oil and re-refined hydraulic oil in all vehicles used by CONTRACTOR in the performance of this Agreement.

7.01.4 Collection Vehicles. CONTRACTOR shall not use any collection vehicle older than model year 2001, and 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.

7.01.5 Safety Markings and Devices. All collection equipment used by CONTRACTOR in providing collection services under this Agreement shall have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, and clearance lights. All such safety markings and devices shall be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time, and shall be subject to the approval of the City Representative.

1 7.01.6 Vehicle Signage and Painting. Collection vehicles shall be painted
2 and numbered consecutively without repetition and shall have CONTRACTOR's name,
3 CITY's customer service telephone number, (408) 535-3500 or such other number as is
4 provided to CONTRACTOR by the City Representative, and the number of the vehicle
5 painted in letters of contrasting color, at least four (4) inches high, on each side and the
6 rear of each vehicle. CITY may specify the format of the alpha-numeric numbering
7 sequence to be used, so that all vehicles have a unique identifier. No advertising shall be
8 permitted on the collection vehicles other than the name of CONTRACTOR and
9 promotional advertisement of the Recycle Plus Program. Collection vehicles shall be
10 painted white and vehicle striping and logos shall be painted CONTRACTOR's primary
11 corporate color. CONTRACTOR shall repaint all collection vehicles (including the vehicles'
12 striping) during the term of this Agreement on a frequency as necessary to maintain a
13 positive public image as reasonably determined by the City Representative, but not less
14 often than every thirty (30) months beginning July 1, 2007.

15 Collection vehicles shall be identified as City of San José Recycle Plus
16 collection vehicles through the use of interchangeable signs. These signs will contain
17 Recycle Plus-related announcements in English, Spanish, Vietnamese, or other languages
18 as directed by the City Representative. CONTRACTOR shall be responsible for equipping
19 both sides of the collection vehicles with frames capable of securing signs of dimensions
20 29-3/16" high by 93-3/16" wide or other dimensions designated by the City Representative.
21 CITY shall provide such signs to CONTRACTOR with a minimum of one (1) week's notice
22 prior to design changes. CONTRACTOR shall install the signs in the frames. CITY shall
23 not require sign changes more frequently than once every quarter.

24 **7.02 Collection Vehicle Noise Level.** The noise level generated by collection
25 vehicles using compaction mechanisms during the stationary compaction process shall not
26 exceed seventy-five (75) decibels at a distance of twenty-five (25) feet from the collection
27 vehicle measured at an elevation of five (5) feet above ground level using the "A" scale of
28 the standard sound level meter at slow response. CONTRACTOR shall cause each
29 collection vehicle to be tested no less than once every three (3) years during the months
30 of March and April, beginning March of 2008. CONTRACTOR shall maintain copies of
31 certificates of testing showing the results of the vehicle testing and shall make such
32 certificates available for inspection upon request by the City Representative.
33 CONTRACTOR shall not use any collection vehicle that does not meet the noise level
34 limitations of this Section.

35 **7.03 Vehicle Registration, Licensing and Inspection.** All vehicles used by
36 CONTRACTOR in the performance of services under this Agreement shall be in compliance
37 with all registration, licensing and inspection requirements of the California Highway Patrol,
38 the California Department of Motor Vehicles, and any other applicable laws or regulations.
39 CONTRACTOR shall maintain copies of all certificates and reports evidencing
40 compliance, and shall make such certificates and reports available for inspection upon

1 request by the City Representative. CONTRACTOR shall not use any vehicle to perform
2 Collection Services that is not in compliance with applicable registration, licensing and
3 inspection requirements.

4 **7.04 Equipment Maintenance.** CONTRACTOR shall maintain all collection
5 equipment in a clean condition, free of graffiti, and in good repair at all times. All parts and
6 systems of the collection equipment shall operate properly and be maintained in good
7 working order. CONTRACTOR shall wash all collection vehicles at least once a week
8 using recycled water. All washings shall be conducted in a manner that conforms to the
9 BMP Guidelines for Non-Point Source Pollutants in the publication entitled *Storm Water*
10 *Best Management Practices Handbook for Industrial Commercial.*

11 **7.05 Maintenance Log.** CONTRACTOR shall maintain a maintenance log for all
12 collection vehicles. The log shall at all times be accessible to CITY via computer, or by
13 physical inspection upon request of the City Representative, and shall show, at a
14 minimum, each vehicle's CONTRACTOR-assigned identification number, date purchased
15 or initial lease, dates of performance of routine maintenance, dates of performance of any
16 additional maintenance, and description of additional maintenance performed.

17 **7.06 Equipment Inventory.**

18 7.06.1 On or before October 1, 2006, CONTRACTOR shall submit to the
19 City Representative preliminary estimates of the equipment required for CONTRACTOR to
20 perform the services described in this Agreement. CITY may provide written comments on
21 the preliminary estimates within ten (10) Work Days of receipt of the estimates from
22 CONTRACTOR. CONTRACTOR shall respond in writing to any CITY comments within
23 thirty (30) Work Days of receipt of comments from CITY.

24 7.06.2 On or before June 15, 2007, CONTRACTOR shall provide to the
25 City Representative an inventory of collection vehicles and major equipment used by
26 CONTRACTOR in the performance of services under this Agreement. The inventory shall
27 indicate each vehicle by CONTRACTOR-assigned identification number, DMV license
28 number, the age of the chassis and body, mileage, type of fuel used, the type and capacity
29 of each vehicle, the number of vehicles by type, the date of acquisition, the decibel rating
30 and the maintenance and rebuilt status. CONTRACTOR shall submit to CITY an updated
31 inventory annually or more often at the request of the City Representative. Each inventory
32 shall also include the tare weight of each vehicle as determined by weighing at a public
33 scale and not at a disposal or other facility scale used by CONTRACTOR. The specific
34 procedure for performing the tare weighing shall be subject to the approval of the City
35 Representative. Each vehicle inventory shall be accompanied by a certification by
36 CONTRACTOR that all vehicles meet the requirements of this Agreement.

37 **7.07 Reserve Equipment.** CONTRACTOR shall have available to it, at all times,
38 reserve collection equipment which can be put into service and operation within one (1)

1 hour of any breakdown. Such reserve equipment shall correspond in size and capacity to
2 the equipment used by CONTRACTOR to perform services pursuant to this Agreement.

3 **ARTICLE 8. CONTRACTOR'S COMPENSATION**

4 **8.01 Billing and Collection of Payments.** CITY shall be responsible for the
5 billing and collection of payments from Service Units for all SFD Solid Waste Services.

6 **8.02 Monthly Invoices.** Beginning for services performed by CONTRACTOR
7 during the month of July 2007, CITY shall produce a preliminary monthly invoice for all
8 services received under this Agreement no later than the fifteenth (15th) day of the month
9 following the month such services were rendered.

10 8.02.1 Review of Monthly Invoice by CONTRACTOR. CONTRACTOR
11 shall review the monthly invoice prepared by CITY and within ten (10) Work Days of
12 receipt of the invoice, CONTRACTOR shall notify the City Representative of any
13 discrepancies or deficiencies in said invoice.

14 8.02.2 Resolution Of Discrepancies. CONTRACTOR shall meet with the
15 City Representative within ten (10) Work Days of CITY's receipt of notice of discrepancies
16 or deficiencies to resolve any such discrepancies or deficiencies and shall provide to the
17 City Representative any and all documentation relating to the discrepancy or deficiency
18 that is requested by the City Representative or which CONTRACTOR wishes to provide in
19 support of CONTRACTOR's calculations. Within fifteen (15) calendar days of the receipt
20 of documentation requested in writing by the City Representative or within fifteen (15)
21 calendar days of the meeting between CONTRACTOR and the City Representative,
22 whichever occurs later, the City Representative shall notify CONTRACTOR in writing of the
23 City Representative's resolution of the discrepancies or deficiencies. The City
24 Representative's determination shall be final unless within ten (10) calendar days of the
25 date of the determination CONTRACTOR requests a review by the Director of
26 Environmental Services ("Director").

27 If CONTRACTOR timely requests a review by the Director, the Director shall
28 review the City Representative's determination, all relevant documentation presented to
29 the City Representative, and any additional relevant documentation provided by
30 CONTRACTOR at the time of CONTRACTOR's request for review. If requested by
31 CONTRACTOR, the Director or the Director's designee shall meet with CONTRACTOR
32 within fifteen (15) calendar days of CONTRACTOR's request for review. The Director shall
33 render a written decision to CONTRACTOR sustaining or reversing the City
34 Representative's determination, in whole or in part, within thirty (30) calendar days of
35 receipt of CONTRACTOR's request for review.

36 8.02.3 Partial Month Service. If, during a month, a Service Unit is added
37 to or deleted from CONTRACTOR's Service Unit list, the billing for such Service Unit shall

1 be pro-rated as follows: (1) if the Service Unit was eligible to receive SFD Solid Waste
2 Collection Service for at least sixteen (16) calendar days during the month,
3 CONTRACTOR shall be compensated for that Service Unit at the full monthly rate set out
4 in Exhibit 1; and (2) if the Service Unit was eligible to receive SFD Solid Waste Collection
5 Service for less than sixteen (16) calendar days during the month, CONTRACTOR shall
6 not be compensated for that Service Unit for that month.

7 8.02.4 Payments. CITY shall make no payment for any SFD Service Unit
8 (including Small Civic Service Units) or Business Service Unit that is not included on the
9 list of SFD Service Units, Small Civic Service Units, and Business Service Units
10 maintained by CITY.

11 **8.03 Payments to CONTRACTOR**. Beginning for services performed during the
12 month of July 2007, CITY shall pay CONTRACTOR for services performed in accordance
13 with this Agreement at the service rates set forth in Exhibit 1 as such rates may be
14 adjusted pursuant to this Agreement. Except as otherwise provided in this Agreement,
15 CITY shall make monthly payments to CONTRACTOR within thirty (30) calendar days of
16 CONTRACTOR's approval of CITY's invoice. In the event there are any amounts listed on
17 the invoice which remain in dispute after CONTRACTOR and CITY complete the
18 Resolution of Discrepancies process set forth in Section 8.02.2 above, CITY shall pay to
19 CONTRACTOR the amounts accepted by the City Representative or the Director of
20 Environmental Services, as appropriate. CITY shall not make any payments to any
21 CONTRACTOR's subcontractors.

22 8.03.1 Wire Transfers. At the request of CONTRACTOR, CITY will
23 make monthly invoice payments and/or additional payments by wire transfer to
24 CONTRACTOR's bank account or accounts as are designated by CONTRACTOR.
25 CITY may deduct CITY's costs of the wire transfers from the monthly payment otherwise
26 due to CONTRACTOR.

27 **8.04 Adjustments To Rates Using Refuse Rate Index (RRI)**.

28 8.04.1 Refuse Rate Index (RRI). Beginning on July 1, 2008, and annually
29 thereafter, CONTRACTOR shall, subject to compliance with all provisions of this Article,
30 receive an annual adjustment in the following service rates as set forth in Exhibit 1 to this
31 Agreement:

- 32 ▪ SFD Solid Waste Service (line A.1)
- 33 ▪ Subscription On-Premises Service (line B.1)
- 34 ▪ Cart Exchanges in Excess of Once per Year (line B.2)
- 35 ▪ Collection of Contaminated Recyclable Materials (line B3)
- 36 ▪ Tagged Garbage Bag Collection (line B.4)

1 8.04.2 At the start of the second year of this Agreement (July 1, 2008),
2 and annually thereafter during the term of this Agreement, the service rates set forth in
3 Section 8.04.1 above shall be increased or decreased by the percentage change in the
4 Refuse Rate Index (RRI) from the base month, which shall be December of the prior
5 preceding year, to December of the immediately preceding year as contained in the most
6 recent release of the source documents listed in **Exhibit 3** ("REFUSE RATE INDEX") to
7 this Agreement. Therefore, the first rate adjustment will be based on the percentage
8 change between the December 2006 indices and the December 2007 indices.

9 8.04.3 On or before February 15, 2008, CONTRACTOR shall deliver to
10 CITY financial information for the specific services performed under this Agreement for the
11 period from July 1, 2007, through December 31, 2007. On or before February 15, 2009,
12 and annually thereafter during the term of this Agreement, CONTRACTOR shall deliver to
13 CITY financial information for the specific services performed under this Agreement for the
14 preceding calendar year. Such financial information shall be the information described in
15 the "Operating Cost Statement – Description" portion of Exhibit 3 and shall be in the format
16 described in Exhibit 3, or as may be revised by CITY from time to time. If CONTRACTOR
17 fails to submit the financial information in the required format by February 15th, it is agreed
18 that CONTRACTOR shall be deemed to have waived the RRI rate adjustment for that
19 year. CONTRACTOR's failure to provide the financial information shall not preclude CITY
20 from applying the RRI using the prior year's financial data, or pro forma data if no prior
21 year financial data is available, if that application would result in a decrease in the affected
22 service rates.

23 8.04.4 Annual adjustments shall be made only in units of one cent
24 (\$0.01). Fractions of less than one cent (\$0.01) shall not be considered in making
25 adjustments. The indices shall be truncated at four (4) decimal places for the adjustment
26 calculations.

27 8.04.5 If CONTRACTOR's failure to submit the financial information
28 required by Section 8.04.3 is the result of extraordinary or unusual circumstances as
29 demonstrated by CONTRACTOR to the satisfaction of CITY's Director of Environmental
30 Services, CITY, at its sole discretion, may consider the request for the annual RRI rate
31 adjustment.

32 8.04.6 As of June 1, 2008, and annually thereafter during the term of this
33 Agreement, the City Representative shall notify CONTRACTOR of the RRI adjustment to
34 the affected service rates to take place on the subsequent July 1st.

35 **8.05 Service Unit Counts.** CITY will utilize the Consolidated Utility Billing
36 System to maintain the customer database from which the SFD Service Unit and Business
37 Service Unit counts will be derived. In the event CONTRACTOR does not agree with the
38 Service Unit counts as maintained by CITY, CONTRACTOR may, at any time but not more
39 often than once per Agreement Year, request that CITY and CONTRACTOR perform a

1 joint route audit of the SFD Service Units, and/or Small Commercial Business Service
2 Units in the Service District(s). Such audit shall be at no cost to CITY other than labor
3 costs for CITY staff.

4 **8.06 Withholding of Payment.** In addition to express provisions contained
5 elsewhere in this Agreement, CITY may withhold from any payment otherwise due to
6 CONTRACTOR such amount as is reasonably determined by CITY as necessary to
7 protect CITY's interest, or, if CITY so elects, may withhold or retain all or a portion of any
8 monthly payment or refund payment for any of the following reasons. CITY shall provide
9 written notice to CONTRACTOR of the reason for withholding of payments.

- 10 ▪ Unsatisfactory progress of the work not caused by any condition
11 beyond CONTRACTOR's control;
- 12 ▪ Defective work not corrected;
- 13 ▪ CONTRACTOR's failure to carry out instructions or orders of the City
14 Representative;
- 15 ▪ Execution of work not in accordance with this Agreement;
- 16 ▪ Claims filed by or against CONTRACTOR or reasonable evidence
17 indicating probable filing of claims;
- 18 ▪ Failure of CONTRACTOR to make payments to any subcontractor for
19 material or labor;
- 20 ▪ Unsafe working conditions allowed to persist by CONTRACTOR;
- 21 ▪ Failure of CONTRACTOR to provide route schedules and other
22 reports as required by CITY; or
- 23 ▪ Use of any subcontractors without CITY's prior written approval.

24 **8.07 Payment Of Withheld Amounts.** Upon CONTRACTOR's remedy of the
25 above-listed grounds for withholding payment and demonstration of the remedy to the
26 reasonable satisfaction of the City Representative, CITY shall pay all withheld amounts
27 within ten (10) Work Days. CITY shall not be liable for interest on any delayed or late
28 payment.

29 **ARTICLE 9. CONTRACTOR DISPOSAL ALLOCATION**

30 **9.01 CITY's Responsibility.** CITY shall arrange for and pay for sufficient landfill
31 disposal capacity for the disposal of all Residential Solid Waste collected by
32 CONTRACTOR from Service Units in CONTRACTOR's Service District(s) and wastes
33 collected by CONTRACTOR in performing emergency services pursuant to Article 12 of
34 this Agreement. CITY shall pay the Disposal Facility directly for the disposal of the above-

1 described materials unless otherwise mutually agreed by CITY's Director of Environmental
2 Services and CONTRACTOR.

3 **9.02 CONTRACTOR's Responsibility.**

4 9.02.1 Delivery of Materials. CONTRACTOR shall transport all Residential
5 Solid Waste collected by CONTRACTOR from Service Units in CONTRACTOR's Service
6 District(s) pursuant to this Agreement, and shall deliver all such materials to the Disposal
7 Facility, or to such other disposal facilities as the City Representative may designate in
8 writing. If the City Representative directs delivery of materials to a disposal facility other
9 than the Disposal Facility, CITY shall compensate CONTRACTOR for reasonable
10 additional out-of-pocket expenses incurred by CONTRACTOR and documented to the
11 reasonable satisfaction of CITY's Director of Environmental Services.

12 9.02.2 Limitation on Use of CITY-Arranged Landfill Capacity.
13 CONTRACTOR shall not, under any circumstances whatsoever, utilize the CITY-arranged
14 disposal capacity for the disposal of any material that was collected by CONTRACTOR or
15 by any other person, other than the materials collected pursuant to this Agreement and
16 specifically listed in this Article of this Agreement without the express prior written
17 authorization of the City Representative.

18 9.02.3 Compliance with Regulations. CONTRACTOR shall observe and
19 comply with all regulations in effect at the Disposal Facility, or any other CITY-designated
20 disposal facility, at the time CONTRACTOR transports and disposes of materials at the
21 site. CONTRACTOR shall at all times while at the Disposal Facility, or any other CITY-
22 designated disposal facility, operate according to safe industry practices.

23 **ARTICLE 10. SERVICE INQUIRIES AND COMPLAINTS**

24 **10.01 CONTRACTOR's Office.** CONTRACTOR shall maintain an office within
25 the municipal limits of the City of San José where inquiries and complaints can be
26 received. Such office shall be open during the normal business hours of 8:00 a.m. to 6:00
27 p.m. on all Work Days, and from 8:00 a.m. until all collection routes have been completed
28 on those Saturdays when collection services are performed pursuant to this Agreement.
29 CONTRACTOR shall ensure that responsible persons are in charge of the office during
30 collection hours, and are available to receive inquiries and complaints during normal
31 business hours.

32 **10.02 Telephone Requirements.** CONTRACTOR's office shall be equipped with
33 sufficient telephones that all collection service-related calls received during normal
34 business hours are answered by an employee within five (5) rings. CONTRACTOR shall
35 provide either a telephone answering service or mechanical device to receive Service
36 Recipient inquiries during those times when CONTRACTOR's office is closed. Calls

1 received after normal business hours shall be addressed before 12:00 noon on the next
2 Work Day.

3 **10.03 Emergency Contact.** CONTRACTOR shall provide the City
4 Representative with an emergency phone number where CONTRACTOR's representative
5 authorized to act on CONTRACTOR's behalf can be reached outside of the required office
6 hours.

7 **10.04 Multilingual/TDD Service.** CONTRACTOR shall at all times maintain the
8 capability of responding to telephone calls in English, Spanish or Vietnamese and such
9 other languages as the City Representative may reasonably require. CONTRACTOR shall
10 at all times maintain the capability of responding to telephone calls through
11 Telecommunications Device for the Deaf (TDD) Services.

12 **10.05 Service Recipient Calls.** During normal business hours, CONTRACTOR
13 shall maintain a telephone answering system capable of accepting at least fifteen (15)
14 incoming calls at one time. CITY will direct service inquiries and complaints to
15 CONTRACTOR through the Consolidated Utility Billing System. CONTRACTOR shall
16 record all calls including any inquiries, service requests and complaints into the
17 Consolidated Utility Billing System. Any such call received via CONTRACTOR's
18 answering service shall be recorded in the Consolidated Utility Billing System no later than
19 12:00 noon on the following Work Day.

20 CONTRACTOR shall answer all incoming calls within five (5) rings. Any
21 caller "on-hold" in excess of one and one-half (1.5) minutes shall have the option to remain
22 "on-hold" or to be switched to a message center where the caller can leave a message.
23 CONTRACTOR's customer service representatives shall return Service Recipient calls as
24 provided in this Section 10.05. For all messages left before 3:00 p.m., CONTRACTOR
25 shall attempt all "call backs" at least one time prior to 6:00 p.m. on the day of the call. For
26 messages left after 3:00 p.m., CONTRACTOR shall attempt all "call backs" at least one
27 time prior to noon the next Work Day. CONTRACTOR shall make a minimum of three (3)
28 attempts within twenty-four (24) hours of the receipt of the call. If CONTRACTOR is
29 unable to reach the Service Recipient on the next Work Day, CONTRACTOR shall send a
30 postcard to the Service Recipient on the second Work Day after the call was received,
31 indicating that CONTRACTOR has attempted to return the call. All attempts to contact the
32 caller shall be recorded and provided to the CITY in electronic format.

33 **10.06 Service Complaints.**

34 10.06.1 CONTRACTOR shall handle all service complaints in a prompt and
35 efficient manner. In the case of a dispute between CONTRACTOR and a Service
36 Recipient, CONTRACTOR will refer the matter to the City Representative for review. The
37 City Representative will review the matter and make a determination as to the resolution of
38 the dispute.

1 11.01.1 Annual Collection Service Notice. Each calendar year during the
2 term of this Agreement, CITY shall publish and CONTRACTOR shall distribute, or
3 contribute to the distribution of, a notice to all Service Units regarding the SFD Solid Waste
4 Service programs.

5 11.01.2 Collection Program Magnet. Each calendar year during the term of
6 this Agreement, CONTRACTOR shall produce and distribute, or contribute to production
7 and distribution of, a magnet to the Service Units. The magnet shall describe the days of
8 the month on which SFD Solid Waste Services will be provided. CONTRACTOR shall
9 submit the design of the magnet for approval by the City Representative prior to
10 production. If requested by the CITY, the magnet shall be distributed by CONTRACTOR
11 once each calendar year during the term of the Agreement.

12 **11.02 News Media Relations.** CONTRACTOR shall notify the City
13 Representative by fax or phone of all requests for news media interviews related to the
14 Recycle Plus Program within twenty-four (24) hours of CONTRACTOR's receipt of the
15 request. Before responding to any inquiries involving Recycle Plus-related issues or any
16 issues likely to affect participation or Service Recipient perception of services,
17 CONTRACTOR will discuss CONTRACTOR's proposed response with the City
18 Representative.

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

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

28 **11.03 Pilot Programs.**

29 11.03.1 CITY may request CONTRACTOR to conduct pilot test programs
30 that temporarily change the collection method, the type of service, or the service schedule
31 for a portion of the Service Units in CONTRACTOR's Service District(s). A pilot test
32 program shall be limited to no more than ten percent (10%) of the Service Units in the
33 Service District(s) and to a term of no more than eighteen (18) months unless otherwise
34 specifically agreed by CONTRACTOR and CITY's Director of Environmental Services.
35 CONTRACTOR shall perform any additional record keeping required by a pilot test
36 program. If CONTRACTOR agrees to perform a pilot test program, CONTRACTOR and
37 CITY's Director of Environmental Services shall execute a letter of agreement prior to the
38 start of the pilot test program. The letter of agreement shall set forth the terms of the pilot

1 test program including program costs, program operating parameters, and program
2 duration.

3 11.03.2 If a pilot test program affects the cost of providing collection
4 services, the program costs set forth in the letter of agreement may include an adjustment
5 to the monthly payments otherwise payable to CONTRACTOR under this Agreement to
6 reflect the benefits and/or burdens of the pilot test program. The adjustment shall be set
7 so as to capture any increase or decrease in CONTRACTOR's direct operating costs
8 resulting from the pilot test program. "Direct operating costs" include planning costs; labor
9 expense, including supervision (wages, employment taxes, and fringe benefits); materials,
10 supplies and fuel; and amortized costs of new equipment purchased or equipment
11 modified for the pilot test program. Any increases in direct operating costs must be
12 established by CONTRACTOR and must be capable of verification by an independent
13 auditor.

14 **11.04 Other Programs and Services.** CONTRACTOR shall provide other
15 services and programs related to the Recycle Plus Program as requested by CITY at a
16 price to be mutually agreed upon between CONTRACTOR and the Director of
17 Environmental Services. In the event CONTRACTOR and the Director of Environmental
18 Services cannot reach a mutually agreed upon price for the requested service or program
19 within sixty (60) calendar days of CITY's request, CITY shall have the right to procure the
20 service of other vendors or contractors to provide the requested service.

21 **ARTICLE 12. EMERGENCY SERVICE PROVISIONS**

22 **12.01 Route Variances.** In the event of a tornado, major storm, earthquake, fire,
23 natural disaster, or other such event, the City Representative may grant CONTRACTOR a
24 variance from regular routes and schedules. As soon as practicable after such event,
25 CONTRACTOR shall advise the City Representative when it is anticipated that normal
26 routes and schedules can be resumed. The CITY shall make an effort through the local
27 news media to inform the public when regular services may be resumed. Clean-up from
28 some events may require that CONTRACTOR hire additional equipment, employ
29 additional personnel, or work existing personnel on overtime hours to clean debris
30 resulting from the event. CONTRACTOR shall receive additional compensation, above the
31 normal compensation contained in this Agreement, to cover the costs of rental equipment,
32 additional personnel, overtime hours and other documented expenses based on the rates
33 set forth in Exhibit 1 to this Agreement, provided CONTRACTOR has first secured written
34 authorization and approval from the City Representative.

35 **12.02 Collection Services.** CONTRACTOR may be required to provide SFD
36 Solid Waste Services on an emergency services basis prior to July 1, 2007. If CITY
37 requires CONTRACTOR to provide such emergency services, CONTRACTOR shall be

1 compensated for such services at the service rates set forth on Exhibit 1 to this
2 Agreement.

3 **ARTICLE 13. REPORTING AND BILLING SYSTEM REQUIREMENTS**

4 **13.01 Requirements.** CONTRACTOR shall provide and record operating and
5 customer service data elements as set forth in **Exhibit 10** ("DATA AND REPORTING
6 REQUIREMENTS") to this Agreement. CONTRACTOR is required to communicate with
7 the CITY's PeopleSoft Revenue Management System (Consolidated Utility Billing System)
8 either via an internet portal or using an electronic interface as described in **Exhibit 13**
9 (CONTRACTOR ELECTRONIC INTERFACE REQUIREMENTS) of this Agreement.

10 13.01.1 The Consolidated Utility Billing System includes the basic functions
11 CONTRACTOR needs in order to perform its customer service and specific operational
12 services. CONTRACTOR access is limited to customer information, service location
13 service type and service level information, collection days, and field activities. CITY shall
14 have access to all the information available to CONTRACTOR and, additionally, will control
15 access to the financial and billing functions of the Consolidated Utility Billing System.

16 13.01.2 CITY will maintain all service location and property owner
17 information. New service locations will be added into the database by CITY. CITY will also
18 have and control the property ownership database that is used to update property owner
19 records.

20 **13.02 Field Activities Descriptions.** CONTRACTOR shall use the field activity
21 descriptions that have been set up in the Consolidated Utility Billing System by CITY. CITY
22 will provide field activity descriptions for all the services provided under this Agreement.

23 **13.03 Reports.**

24 13.03.1 CITY Reports. Except as set forth in this Agreement or as
25 requested by the City Representative, CITY shall generate operational reports and
26 information required to provide payment to CONTRACTOR, including the monthly invoice.
27 CONTRACTOR will have access to reports and information through the Consolidated
28 Utility Billing System related to the Service District(s) that are necessary, in the opinion of
29 the City Representative, for CONTRACTOR's operations and for providing information
30 requested by CITY. CONTRACTOR will have access to the Consolidated Utility Billing
31 System's report writer function.

32 13.03.2 CONTRACTOR Reports. CONTRACTOR shall submit reports
33 through the Consolidated Utility Billing System for daily collection data and processing data
34 as described in Exhibit 10. CONTRACTOR shall submit to the City Representative
35 quarterly and annual reports containing the information, in the format, and at the times
36 described in Exhibit 10.

ARTICLE 14. NONDISCRIMINATION & WAGE POLICY

1
2 **14.01 Nondiscrimination.** In the performance of all work and services under this
3 Agreement, CONTRACTOR shall not discriminate against any person on the basis of such
4 person's race, sex, color, national origin, religion, marital status or sexual orientation or
5 disability. CONTRACTOR shall comply with all applicable local, state and federal laws and
6 regulations regarding nondiscrimination, including those prohibiting discrimination in
7 employment.

8 **14.02 Wage Policy.** CONTRACTOR and its approved subcontractors, as set forth
9 on **Exhibit 9**, ("APPROVED SUBCONTRACTORS") shall pay those employees performing
10 work related to this Agreement those specified wage rates as set forth in **Exhibit 12**
11 ("WAGE POLICY") and shall meet the documentation and reporting requirements set forth
12 therein.

ARTICLE 15. QUALITY OF PERFORMANCE OF CONTRACTOR

13
14 **15.01 Intent.** CONTRACTOR acknowledges and agrees that among CITY's
15 primary goals in entering into this Agreement are to ensure that the SFD Solid Waste
16 Services are of the highest caliber, and that Service Recipient satisfaction remains at the
17 highest level.

18 **15.02 Service Supervisor.** CONTRACTOR shall assign a qualified supervisor to
19 be in charge of the SFD Solid Waste Services within the Service District(s) and shall
20 provide the name of that person in writing to the City Representative on or before
21 May 1, 2007, and annually by July 1st of each subsequent Agreement Year during the term
22 of this Agreement, and any other time the person in that position changes. The supervisor
23 shall be physically located in the Service District(s) and available to the Contract Manager
24 through the use of telecommunication equipment at all times that CONTRACTOR is
25 providing SFD Solid Waste Services. In the event the supervisor is unavailable due to
26 illness or vacation, CONTRACTOR shall designate an acceptable substitute who shall be
27 available and who has the authority to act in the same capacity as the supervisor.

28 **15.03 Contract Manager.** CONTRACTOR shall designate a Contract Manager
29 and shall provide the name of that person in writing to the City Representative within thirty
30 (30) calendar days of the Effective Date of this Agreement, and annually by July 1st of each
31 subsequent Agreement Year of this Agreement and any other time the person in that
32 position changes. The Contract Manager shall be available to the City Representative, the
33 City Manager and CITY's Director of Environmental Services through the use of
34 telecommunications equipment at all times that CONTRACTOR is providing SFD Solid
35 Waste Services in the Service District(s). The Contract Manager shall provide CITY with
36 an emergency phone number where the Contract Manager can be reached outside of
37 normal business hours.

1 **15.04 Administrative Charges.** It shall be the duty of CONTRACTOR to perform
 2 services under this Agreement in such a manner as to implement practices, policies and
 3 procedures designed to achieve the goals set forth in Section 15.01 above. In the event
 4 CONTRACTOR fails to perform the services as set forth in this Agreement, CITY may
 5 assess an administrative charge against CONTRACTOR and may deduct such charge
 6 from any monies due or which may become due to CONTRACTOR in the following
 7 amounts:

List of Administrative Charges (Applies to Each Service District)		
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.
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 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 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 Residential Solid Waste with Recyclable Materials.	\$5,000.00 per incident.
n.	Commingling of materials in collection vehicles collected pursuant to this Agreement with any other materials.	\$5,000.00 per incident.
o.	Failure to repair or replace damaged carts within the time required by this Agreement.	\$100.00 per incident per Work Day.

List of Administrative Charges (Applies to Each Service District)		
p.	Failure to deliver or exchange carts within the time required by this Agreement.	\$100.00 per incident per Work Day.
q.	Failure of CONTRACTOR's field personnel to carry photographic identification or wear uniform shirts.	\$100.00 per incident per Work Day.
r.	Failure to provide required communications equipment.	\$100.00 per incident per Work Day.
s.	Failure to deliver any collected materials to the Disposal Facility, as appropriate, except as otherwise expressly provided in this Agreement.	\$5,000 first failure \$25,000 each subsequent failure
t.	Delivery to the Disposal Facility of any Residential Solid Waste collected outside of the Service District(s) boundaries commingled with that collected as part of this Agreement.	\$5,000 first delivery \$25,000 each subsequent delivery
u.	Failure to comply with the provisions of the "plans" set forth in Exhibit 7 to this Agreement.	\$500 per incident per Work Day.
v.	Failure to provide access for CITY (CITY staff or CITY designee) to CONTRACTOR'S or subcontractor's operating and Processing facilities used pursuant to this Agreement.	\$1,000 per incident per Work Day.

1 **15.05 Procedure for Review of Administrative Charges.** The City
 2 Representative may assess administrative charges pursuant to this Article 15 by issuing a
 3 written notice to CONTRACTOR ("Notice of Assessment") of the administrative charges
 4 assessed, if any, and the basis for each assessment.

5 15.05.1 The administrative charges assessment shall become final unless,
 6 within ten (10) calendar days of the date of the Notice of Assessment, CONTRACTOR
 7 submits a written request for a meeting with the Director of Environmental Services
 8 ("Director") to present evidence that the assessment should not be made.

9 15.05.2 The City Representative shall schedule a meeting between
 10 CONTRACTOR and the Director or the Director's designee as soon as reasonably
 11 possible after timely receipt of CONTRACTOR's request.

12 15.05.3 The Director or the Director's designee shall review
 13 CONTRACTOR's evidence and render a decision sustaining or reversing the
 14 administrative charges as soon as reasonably possible after the meeting. Written notice of
 15 the decision shall be provided to CONTRACTOR.

16 15.05.4 In the event CONTRACTOR does not submit a written request for
 17 a meeting within ten (10) calendar days of the date of the Notice of Assessment, the City

1 Representative's determination shall be final and CITY may deduct the administrative
2 charges from amounts otherwise due to CONTRACTOR.

3 **15.06 Exercise of Rights.** CITY's assessment or collection of administrative
4 charges shall not prevent CITY from exercising any other right or remedy, including the
5 right to terminate this Agreement, for CONTRACTOR's failure to perform the work and
6 services in the manner set forth in this Agreement.

7 **ARTICLE 16. PERFORMANCE BOND**

8 **16.01 Performance Bond.** Within ten (10) calendar days from the Effective Date,
9 CONTRACTOR shall furnish to the City Clerk, and keep current, a performance bond in a
10 form substantially as set forth in **Exhibit 4** ("FORM OF PERFORMANCE BOND") to this
11 Agreement and acceptable to the City Attorney, for the faithful performance of this
12 Agreement and all obligations arising hereunder in the following amounts:

13 16.01.1 For the term of this Agreement, an amount not less than (amount
14 to be inserted equal to 25% of the CONTRACTOR's final proposal).

15 **16.02 Licensed Surety.** The performance bond shall be executed by a surety
16 company licensed to do business in the State of California; having an "A-" or better rating
17 by A. M. Best or Standard and Poors; and included on the list of surety companies
18 approved by the Treasurer of the United States. If the term of the performance bond is
19 shorter than the term of this Agreement, CONTRACTOR shall submit proof of renewal or
20 extension at least thirty (30) calendar days prior to the performance bond expiration date.

21 **ARTICLE 17. INSURANCE**

22 **17.01 Insurance Policies.** CONTRACTOR shall secure and maintain throughout
23 the term of this Agreement insurance against claims for injuries to persons or damages to
24 property which may arise from or in connection with CONTRACTOR's performance of work
25 or services under this Agreement. CONTRACTOR's performance of work or services shall
26 include performance by CONTRACTOR's employees, agents, representatives and
27 subcontractors.

28 **17.02 Minimum Scope of Insurance.** Insurance coverage shall be at least as
29 broad as:

30 17.02.1 Insurance Services Office Commercial general Liability coverage
31 ("occurrence" from CG 0001), including products and completed operations, X, C, U
32 (Explosion, Collapse and Underground) where applicable.

1 17.02.2 Insurance Services Office Form No.CA 0001 covering Automobile
2 Liability, code 1 “any auto”, or code 2 “owned autos” and endorsement CA 0025. Coverage
3 shall also include code 8, “hired autos” and code 9 “non-owned autos”.

4 17.02.3 Workers’ Compensation insurance as required by the California
5 Labor Code and Employers Liability Insurance.

6 17.02.4 Hazardous Waste and Environmental Impairment Liability
7 Insurance.

8 **17.03 Minimum Limits of Insurance.** CONTRACTOR shall maintain insurance
9 limits no less than:

10 17.03.1 Comprehensive General Liability: \$3,000,000 combined single
11 limit per occurrence for bodily injury, personal injury and property damage. If Commercial
12 General Liability insurance with a general aggregate limit is used, either the general
13 aggregate limit shall apply separately to this Agreement or the general aggregate limit shall
14 be \$5,000,000.

15 17.03.2 Automobile Liability: \$3,000,000 combined single limit per
16 accident for bodily injury and property damage.

17 17.03.3 Workers’ Compensation and Employers Liability: Workers’
18 Compensation limits as required by the California Labor Code and Employers Liability
19 limits of \$3,000,000 per accident.

20 17.03.4 Hazardous Waste and Environmental Impairment Liability:
21 \$3,000,000 per occurrence.

22 **17.04 Deductibles and Self-Insured Retention.** Any deductibles or self-insured
23 retention must be declared to, and approved by, CITY’s Risk Manager. At the option of
24 CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retention
25 as respects CITY, its officers, employees, agents and contractors; or CONTRACTOR shall
26 procure a bond guaranteeing payment of losses and related investigations, claim
27 administration and defense expenses in an amount specified by CITY’s Risk Manager.

28 **17.05 Endorsements.** The policies are to contain, or be endorsed to contain, the
29 following provisions:

30 17.05.1 General Liability and Automobile Liability Coverage.

31 17.05.1.1 The City of San José, its officers, employees, agents and
32 contractors are to be covered as additional insureds as respects: Liability arising out of
33 activities performed by, or on behalf of, CONTRACTOR; products and completed
34 operations of CONTRACTOR; premises owned, leased or used by CONTRACTOR; and
35 automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall
36 contain no special limitations on the scope of protection afforded to CITY, its officers,
37 employees, agents and contractors.

1 17.05.1.2 CONTRACTOR's insurance coverage shall be primary
2 insurance as respects CITY, its officers, employees, agents and contractors. Any
3 insurance, or self-insurance maintained by CITY, its officers, employees, agents or
4 contractors shall be in excess of CONTRACTOR's insurance and shall not contribute
5 with it.

6 17.05.1.3 Any failure to comply with reporting provisions of the
7 policies shall not affect coverage provided to CITY, its officers, employees, agents, or
8 contractors.

9 17.05.1.4 Coverage shall state that CONTRACTOR's insurance
10 shall apply separately to each insured against whom claim is made or suit is brought,
11 except with respect to the limits of the insurer's liability.

12 17.05.2 All Coverages. Each insurance policy required by this Agreement
13 shall be endorsed to state that coverage shall not be suspended, voided, canceled, or
14 reduced in limits except after thirty (30) days prior written notice has been given to CITY's
15 Risk Manager.

16 **17.06 Acceptability of Insurers.** Insurance is to be placed with insurers
17 acceptable to CITY's Risk Manager.

18 **17.07 Verification of Coverage.** CONTRACTOR shall furnish CITY with
19 certificates of insurance and with original endorsements affecting coverage required by this
20 Agreement. The certificates and endorsement for each insurance policy are to be signed
21 by a person authorized by that insurer to bind coverage on its behalf. CONTRACTOR
22 shall furnish CITY with a new certificate of insurance and endorsements on each renewal
23 of coverage or change of insurers.

24 17.07.1 Proof of insurance shall be mailed to the following address or any
25 subsequent address as may be directed in writing by the CITY's Risk Manager:

26
27 Risk Management
28 Finance
29 City of San José
30 200 East Santa Clara Street,
31 San José, California 95113-1905

32 **17.08 Subcontractors.** CONTRACTOR shall include all subcontractors as
33 insureds under its policies or shall obtain separate certificates and endorsements for each
34 subcontractor.

35 **17.09 Modification of Insurance Requirements.** The insurance requirements
36 provided in this Agreement may be modified or waived by CITY's Risk Manager, in writing,
37 upon the request of CONTRACTOR if CITY's Risk Manager determines such modification

1 any of the stockholders of CONTRACTOR, seeking its reorganization or the readjustment
2 of its indebtedness under the federal bankruptcy laws or under any law or statute of the
3 United States or of any state thereof, provided that if any such judgment or order is stayed
4 or vacated within sixty (60) calendar days after the entry thereof, any notice of default shall
5 be and become null, void and of no effect; unless such stayed judgment or order is
6 reinstated in which case, said default shall be deemed immediate; or

7 19.01.3 By, or pursuant to, or under the authority of any legislative act,
8 resolution or rule or any order or decree of any Court or governmental board, agency or
9 officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control
10 of all or substantially all of the property of CONTRACTOR, and such possession or control
11 shall continue in effect for a period of sixty (60) calendar days; or

12 19.01.4 CONTRACTOR has defaulted, by failing or refusing to pay in a
13 timely manner the administrative charges or other monies due CITY and said default is not
14 cured within thirty (30) calendar days of receipt of written notice by CITY to do so; or

15 19.01.5 CONTRACTOR has defaulted by allowing any final judgment for
16 the payment of money to stand against it unsatisfied and said default is not cured within
17 thirty (30) calendar days of receipt of written notice by CITY to do so; or

18 19.01.6 In the event that the monies due CITY under Section 19.01.4
19 above or an unsatisfied final judgment under Section 19.01.5 above is the subject of a
20 judicial proceeding, CONTRACTOR shall not be in default if the sum of money is bonded.
21 All bonds shall be in a form acceptable to the City Attorney; or

22 19.01.7 CONTRACTOR has defaulted, by failing or refusing to perform or
23 observe the terms, conditions or covenants in this Agreement or any of the rules and
24 regulations promulgated by CITY pursuant thereto or has wrongfully failed or refused to
25 comply with the instructions of the City Representative relative thereto and said default is
26 not cured within thirty (30) calendar days of receipt of written notice from CITY to do so, or
27 if by reason of the nature of such default, the same cannot be remedied within thirty (30)
28 calendar days following receipt by CONTRACTOR of written demand from CITY to do so,
29 CONTRACTOR fails to commence the remedy of such default within said thirty (30)
30 calendar days following such written notice or having so commenced shall fail thereafter to
31 continue with diligence the curing thereof (with CONTRACTOR having the burden of proof
32 to demonstrate (a) that the default cannot be cured within thirty (30) calendar days, and (b)
33 that it is proceeding with diligence to cure said default, and such default will be cured
34 within a reasonable period of time). However, notwithstanding anything contained herein
35 to the contrary, for the failure of CONTRACTOR to provide SFD Solid Waste Services for a
36 period of three (3) consecutive Work Days, CITY may secure CONTRACTOR's records
37 and SFD Solid Waste Services equipment on the fourth (4th) Work Day in order to provide
38 interim SFD Solid Waste Services until such time as the matter is resolved and
39 CONTRACTOR is again able to perform pursuant to this Agreement; provided, however, if

1 CONTRACTOR is unable for any reason or cause to resume performance at the end of
2 thirty (30) calendar days, all liability of CITY under this Agreement to CONTRACTOR shall
3 cease and this Agreement may be deemed terminated upon notice by the City Manager.
4 In the event CITY secures CONTRACTOR's equipment in order to provide interim
5 services, ownership of such equipment shall remain with CONTRACTOR and shall not
6 transfer to CITY.

7 **19.02 Violations.** Notwithstanding the foregoing and as supplemental and
8 additional means of termination of this Agreement under this Article, in the event that
9 CONTRACTOR's record of performance shows that CONTRACTOR has frequently,
10 regularly or repetitively defaulted in the performance of any of the covenants and
11 conditions required herein to be kept and performed by CONTRACTOR, in the opinion of
12 the City Manager and regardless of whether CONTRACTOR has corrected each individual
13 condition of default, CONTRACTOR shall be deemed a "habitual violator", shall be
14 deemed to have waived the right to any further notice or grace period to correct, and all of
15 said defaults shall be considered cumulative and collectively shall constitute a condition of
16 irredeemable default. The City Manager shall thereupon issue CONTRACTOR a final
17 warning citing the circumstances therefore, and any single default by CONTRACTOR of
18 whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall
19 be grounds for immediate termination of this Agreement. In the event of any such
20 subsequent default, the City Manager may terminate this Agreement upon giving of written
21 final notice to CONTRACTOR, such termination to be effective upon the date specified in
22 the City Manager's written notice to CONTRACTOR. Upon such termination, all
23 contractual fees due hereunder plus any and all charges and interest, if any, shall be
24 payable to the date of termination, and CONTRACTOR shall have no further rights
25 hereunder. Immediately upon the termination date specified in such final notice
26 CONTRACTOR shall cease any further performance of SFD Solid Waste Services under
27 this Agreement.

28 **19.03 Effective Date of Termination.** In the event of the aforesaid events
29 specified in Sections 19.01 and 19.02 above, and except as otherwise provided in said
30 Sections, termination shall be effective upon the date specified in the City Manager's
31 written notice to CONTRACTOR and upon said date this Agreement shall be deemed
32 immediately terminated and upon such termination all liability of CITY under this
33 Agreement to CONTRACTOR, other than payment of moneys due, shall cease, and CITY
34 shall have the right to call the Performance Bond and shall be free to negotiate with other
35 contractors for the performance of the services specified in this Agreement. In the event of
36 CONTRACTOR's failure to perform, CONTRACTOR shall reimburse CITY for all direct and
37 indirect costs incurred by CITY in providing interim SFD Solid Waste Services.

38 **19.04 Immediate Termination.** The City Manager may terminate this Agreement
39 immediately upon written notice to CONTRACTOR in the event CONTRACTOR fails to
40 provide and maintain the Performance Bond as required by this Agreement,

1 CONTRACTOR fails to obtain or maintain insurance policies endorsements as required by
2 this Agreement, CONTRACTOR fails to provide the proof of insurance as required by this
3 Agreement, or CONTRACTOR offers or gives any gift prohibited by Chapter 12.08 of the
4 San José Municipal Code.

5 **19.05 Termination Cumulative.** CITY's right to terminate this Agreement is
6 cumulative to any other rights and remedies provided by law or by this Agreement.

7 **ARTICLE 20. FUND APPROPRIATION**

8 **20.01 Fiscal Year Authorization.** CONTRACTOR understands and agrees that
9 CITY, during any fiscal year, is not authorized to expend money, incur any liability or enter
10 into any contract which, by its terms, involves the expenditure of money in excess of the
11 amounts appropriated as available for expenditure during such fiscal year; that any
12 contract or agreement, verbal or written, made in violation of this provision is null and void;
13 and that consequently, no money may be paid on such contract or agreement beyond such
14 limits. Nothing contained in this Agreement shall prevent the making of agreements or
15 contracts for periods exceeding one (1) year, but any agreement or contract so made shall
16 be executory only for the value of the services to be rendered or agreed to be paid for in
17 succeeding fiscal years. If the City Council does not appropriate funds for the services
18 under this Agreement by June 30th of each year, CITY shall so notify CONTRACTOR and
19 CONTRACTOR shall suspend services under this Agreement until CITY provides written
20 verification that the funds necessary for CONTRACTOR's compensation and other
21 necessary expenditures are budgeted as available within the appropriate fiscal year
22 budget.

23 **20.02 Adoption.** CITY does not represent that said appropriation item will be
24 actually adopted, said determination being the determination of the City Council at the time
25 of the adoption of the appropriation.

26 **ARTICLE 21. MISCELLANEOUS PROVISIONS**

27 **21.01 Modifications.** CITY shall have the power to make changes in this
28 Agreement as the result of changes in law, changes in the City of San José Municipal
29 Code, or both, to impose new rules and regulations on CONTRACTOR under this
30 Agreement relative to the scope and methods of providing SFD Solid Waste Services as
31 shall from time-to-time be necessary and desirable for the public welfare. CITY shall give
32 CONTRACTOR notice of any proposed change and an opportunity to be heard concerning
33 those matters. The scope and method of providing SFD Solid Waste Services as
34 referenced herein shall also be liberally construed to include, but is not limited to the
35 manner, procedures, operations and obligations, financial or otherwise, of CONTRACTOR.

1 **21.02 Change in Law.** CITY and CONTRACTOR understand and agree that the
2 California Legislature has the authority to make comprehensive changes in Solid Waste
3 Management legislation and that these and other changes in law in the future which
4 mandate certain actions or programs for counties or municipalities may require changes or
5 modifications in some of the terms, conditions or obligations under this Agreement.
6 CONTRACTOR agrees that the terms and provisions of the City of San José Municipal
7 Code, as it now exists or as it may be amended in the future, shall apply to all of the
8 provisions of this Agreement and the Service Recipients of CONTRACTOR located within
9 the Service District(s). In the event any future change in the San José Municipal Code,
10 materially alters the obligations of CONTRACTOR, then the affected service rates, as
11 established in Exhibit 1 of this Agreement shall be adjusted. Nothing contained in this
12 Agreement shall require any party to perform any act or function contrary to law. CITY and
13 CONTRACTOR agree to enter into good faith negotiations regarding modifications to this
14 Agreement which may be required in order to implement changes in the interest of the
15 public welfare or due to change in law. When such modifications are made to this
16 Agreement, CITY and CONTRACTOR shall negotiate in good faith, a reasonable and
17 appropriate compensation adjustment for any increase or decrease in the services or other
18 obligations required of CONTRACTOR due to any modification in the Agreement under
19 this Article. CITY and CONTRACTOR shall not unreasonably withhold agreement to such
20 compensation adjustment.

21 **21.03 Acknowledgement Of Legal Representation.** It is acknowledged that
22 each party was, or had the opportunity to be, represented by counsel in the preparation
23 and negotiation of this Agreement and had the opportunity to contribute to the terms and
24 conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted
25 strictly against the party preparing the same shall not apply herein due to the joint
26 contributions of both parties.

27 **21.04 Financial Interest Representation.** CONTRACTOR warrants and
28 represents that no elected official, officer, agent or employee of CITY has a financial
29 interest, directly or indirectly, in this Agreement or in the compensation to be paid under it
30 and, further, that no CITY employee who acts as a "purchasing agent" as defined in the
31 appropriate Section of California Statutes, nor any elected or appointed officer of CITY, nor
32 any spouse or child of such purchasing agent, employee or elected or appointed officer, is
33 a partner, officer, director or proprietor of CONTRACTOR and, further, that no such CITY
34 employee, purchasing agent, CITY elected or appointed officer, or the spouse or child of
35 any of them, alone or in combination, has a material interest in CONTRACTOR. Material
36 interest means direct or indirect ownership of more than five percent (5%) of the total
37 assets or capital stock of CONTRACTOR.

38 **21.05 CONTRACTOR's Personnel Requirements.** CONTRACTOR shall employ
39 and assign qualified personnel to perform all services set forth herein. CONTRACTOR
40 shall be responsible for ensuring that its employees comply with all applicable laws and

1 regulations and meet all federal, state and local requirements related to their employment
2 and position.

3 21.05.1 CITY may request the transfer of any employee of CONTRACTOR
4 who materially violates any provision of this Agreement, or who is wanton, negligent, or
5 discourteous in the performance of his duties.

6 21.05.2 CONTRACTOR shall require its field operations personnel to wear
7 a clean uniform shirt bearing CONTRACTOR's name. CONTRACTOR's employees who
8 normally come into direct contact with the public, including drivers, shall bear some means
9 of individual photographic identification such as a name tag or identification card.

10 21.05.3 Each driver of a collection vehicle shall at all times carry a valid
11 California driver's license and all other required licenses for the type of vehicle that is being
12 operated.

13 21.05.4 Each driver of a collection vehicle shall at all times comply with all
14 applicable local, state and federal laws, regulations and requirements.

15 21.05.5 CONTRACTOR's employees, officers, and agents shall at no time
16 be allowed to identify themselves or in any way represent themselves as being employees
17 of CITY.

18 **21.06 Exempt Waste.** CONTRACTOR shall not be required to collect Exempt
19 Waste, but may offer such services. Collection and disposal of Exempt Waste is not
20 regulated under this Agreement, but if provided by CONTRACTOR shall be in strict
21 compliance with all federal, state and local laws and regulations.

22 **21.07 Independent Contractor.** In the performance of services pursuant to this
23 Agreement, CONTRACTOR shall be an independent contractor and not an officer, agent,
24 servant or employee of CITY. CONTRACTOR shall have exclusive control of the details of
25 the services and work performed and over all persons performing such services and work.
26 CONTRACTOR shall be solely responsible for the acts and omissions of its officers,
27 agents, employees, contractors and subcontractors, if any. Neither CONTRACTOR nor its
28 officers, employees, agents, contractors or subcontractors shall obtain any right to
29 retirement benefits, Workers' Compensation benefits, or any other benefits which accrue to
30 CITY employees and CONTRACTOR expressly waives any claim it may have or acquire to
31 such benefits.

32 **21.08 Law To Govern.** The law of the State of California shall govern the rights,
33 obligations, duties and liabilities of CITY and CONTRACTOR under this Agreement and
34 shall govern the interpretation of this Agreement.

35 **21.09 Venue.** Any litigation between CITY and CONTRACTOR concerning or
36 arising out of this Agreement shall be filed and maintained exclusively in the Superior
37 Courts of Santa Clara County, State of California, or in the United States District Court for

1 the Northern District of California to the fullest extent permissible by law. Each party
2 consents to service of process in any manner authorized by California law.

3 **21.10 Assignment.** No assignment of this Agreement or any right occurring
4 under this Agreement shall be made in whole or in part by CONTRACTOR without the
5 express written consent of the Director of Environmental Services. CITY shall have full
6 discretion to approve or deny, with or without cause, any proposed or actual assignment by
7 CONTRACTOR. Any assignment of this Agreement made by CONTRACTOR without the
8 express written consent of the Director of Environmental Services shall be null and void
9 and shall be grounds for CITY to declare a default of this Agreement and immediately
10 terminate this Agreement by giving written notice to CONTRACTOR, and upon the date of
11 such notice this Agreement shall be deemed immediately terminated, and upon such
12 termination all liability of CITY under this Agreement to CONTRACTOR, other than the
13 payment of moneys due as of the date of termination, shall cease, and CITY shall have the
14 right to call the performance bond and shall be free to negotiate with other contractors,
15 CONTRACTOR, or any other person or company for the services which are the subject of
16 this Agreement. In the event of any assignment, the assignee shall fully assume all the
17 liabilities of CONTRACTOR.

18 **21.11 Subcontractors.** The use of a subcontractor to perform services under
19 this Agreement shall not constitute delegation of CONTRACTOR's duties provided that
20 CONTRACTOR has received prior written authorization from the Director of Environmental
21 Services to subcontract such services and the Director of Environmental Services has
22 approved a subcontractor who will perform such services. CONTRACTOR shall be
23 responsible for directing the work of CONTRACTOR's subcontractors and any
24 compensation due or payable to CONTRACTOR's subcontractor(s) shall be the sole
25 responsibility of CONTRACTOR. The Director of Environmental Services shall have the
26 right to require the removal of any approved subcontractor for reasonable cause. The
27 subcontractors listed in Exhibit 9 to this Agreement, are hereby approved by CITY as to the
28 scope of work specified in Exhibit 9 for each such subcontractor. Additional subcontractors
29 may be used upon the written approval of the Director of Environmental Services in
30 accordance with this Section 21.11.

31 **21.12 Compliance With Laws.** In the performance of this Agreement,
32 CONTRACTOR shall comply with all applicable laws, regulations, ordinances and codes of
33 the federal, state and local governments, including without limitation the Charter of the City
34 of San José and the San José Municipal Code.

35 **21.13 Amendments To Municipal Code.** CITY shall provide written notice to
36 CONTRACTOR of any planned amendment to Chapter 9.10 of the San José Municipal
37 Code that would substantially affect the performance of CONTRACTOR's services
38 pursuant to this Agreement. Except in the case of an amendment determined by the City

1 Council to be an urgency measure, such notice shall be provided at least thirty (30)
2 calendar days prior to the City Council's approval of such an amendment.

3 **21.14 Permits And Licenses.** CONTRACTOR shall obtain, at its own expense,
4 all permits and licenses required by law or ordinance and maintain same in full force and
5 effect throughout the term of this Agreement. CONTRACTOR shall provide proof of such
6 permits, licenses or approvals and shall demonstrate compliance with the terms and
7 conditions of such permits, licenses and approvals upon the request of the City
8 Representative.

9 **21.15 Ownership Of Written Materials.** All reports, documents, brochures,
10 public education materials, and other written, printed, electronic or photographic materials
11 developed by CITY or CONTRACTOR in connection with the services to be performed
12 under this Agreement or in connection with the Recycle Plus Program, whether developed
13 directly or indirectly by CITY or CONTRACTOR shall be and shall remain the property of
14 CITY without limitation or restrictions on the use of such materials by CITY.
15 CONTRACTOR shall not use such materials in connection with any project not connected
16 with this Agreement without the prior written consent of the City Representative. This
17 Section 21.15 does not apply to ideas or concepts described in such materials and does
18 not apply to the format of such materials.

19 **21.16 Waiver.** The waiver by CITY or CONTRACTOR of any breach for violation
20 of any term covenant or condition of this Agreement shall not be deemed to be a waiver of
21 any other term, covenant or condition or any subsequent breach or violation of the same or
22 of any other term, covenant or condition. The subsequent acceptance by CITY of any fee,
23 tax, or any other monies which may become due from CONTRACTOR to CITY shall not be
24 deemed to be a waiver by CITY of any breach for violation of any term, covenant or
25 condition of this Agreement.

26 **21.17 Prohibition Against Gifts.** CONTRACTOR represents that
27 CONTRACTOR is familiar with CITY's prohibition against the acceptance of any gift by a
28 CITY officer or employee, which prohibition is found in Chapter 12.08 of the San José
29 Municipal Code. CONTRACTOR shall not offer any CITY officer or designated employee
30 any gift prohibited by said Chapter. The offer or giving of any gift prohibited by Chapter
31 12.08 shall constitute a material breach of this Agreement and, in addition to any other
32 remedy CITY may have in law or in equity, CITY may terminate this Agreement for such
33 breach as provided in Section 19.04 of this Agreement.

34 **21.18 Disqualification Of Former Employees.** CONTRACTOR represents that
35 CONTRACTOR is familiar with the provisions of Chapter 12.10 of the San José Municipal
36 Code relating to the disqualification of former officers and employees of CITY in matters
37 that are connected with former duties or official responsibilities ("Revolving Door
38 Ordinance"). CONTRACTOR shall not utilize, either directly or indirectly, any officer,
39 employee, or agent of CONTRACTOR to perform services under this Agreement, if in the

1 performance of such services the officer, employee or agent would be in violation of the
2 Revolving Door Ordinance.

3 **21.19 Point Of Contact.** The day-to-day dealings between CONTRACTOR and
4 CITY with respect to this Agreement shall be between CONTRACTOR's _____
5 and the City Representative.

6 **21.20 Notices.**

7 21.20.1 Except as otherwise provided in this Agreement, whenever either
8 party desires to give notice to the other, the notice must be in writing and given as provided
9 in this Section 21.20. For the present, the parties designate the following as the respective
10 persons and places for giving of notice:

11 To CITY:

12 Director
13 Department of Environmental Services
14 200 East Santa Clara Street, 10th Floor
15 San José, CA 95113
16 Fax: (408) 292-6212

17 With a copy to:

18 City Representative
19 Recycle Plus Program
20 Department of Environmental Services
21 200 East Santa Clara Street, 10th Floor
22 San José, CA 95113
23 Fax: (408) 292-6212

24 To CONTRACTOR:

25 To be inserted

26 With a copy to:

27 To be inserted

28 21.20.2 Notices shall be effective when deposited in the U. S. mail,
29 postage prepaid, or when personally delivered to the address specified above or to such
30 other address as designated by a party by providing written notice of a change in address.
31 Notice may also be sent by facsimile transmission and shall be effective when received,
32 provided that facsimile transmissions received (i.e. printed) after 4:30 p.m. or on weekends
33 or holidays, will be deemed received on the next Work Day. The original of items that are
34 transmitted by facsimile must also be mailed or personally delivered as provided above
35 within three (3) Work Days of the facsimile transmission.

1 21.20.3 Notice by CITY to CONTRACTOR of a collection or other Service
2 Recipient problem or complaint may be given to CONTRACTOR orally by telephone at
3 CONTRACTOR's local office with confirmation sent to CONTRACTOR through the
4 Consolidated Utility Billing System by the end of the Work Day.

5 **21.21 Transition To Next Contractor.** In the event CONTRACTOR is not
6 awarded an agreement to continue to provide SFD Solid Waste Services following the
7 expiration or early termination of this Agreement, CONTRACTOR shall cooperate fully with
8 CITY and any subsequent contractor(s) to assure a smooth transition of services
9 described in this Agreement. Such cooperation shall include but not be limited to transfer
10 of computer data, files and tapes; providing routing information, route maps, vehicle fleet
11 information, and list of Service Recipients; not less than one hundred twenty (120)
12 calendar days prior to the termination of this Agreement, providing a list of workers who will
13 be displaced by the transfer of services to a successor contractor; providing a complete
14 inventory of all Garbage Carts; providing adequate labor and equipment to complete
15 performance of all SFD Solid Waste Services required under this Agreement; taking all
16 actions necessary to transfer ownership of Garbage Carts, as appropriate, to CITY
17 including transporting such containers to a location designated by the City Representative;
18 coordinating collection of materials set out in new containers if new containers are
19 provided for in a subsequent Agreement, and providing other reports and data required by
20 this Agreement.

21 **21.22 Contractor's Records.**

22 21.22.1 CONTRACTOR shall maintain any and all letters, books of
23 account, invoices, vouchers, canceled checks, and other records or documents evidencing
24 or relating to charges for services or expenditures and disbursements charged to CITY
25 (other than tags from Tagged Garbage Bags) for a minimum period of three (3) years, or
26 for any longer period required by law, from the date of final payment to CONTRACTOR
27 pursuant to this Agreement. CONTRACTOR shall maintain tags from Tagged Garbage
28 Bags for a minimum period of three (3) years from the date the CITY made payment to
29 CONTRACTOR for the collected tag.

30 21.22.2 CONTRACTOR shall maintain all documents and records which
31 demonstrate performance under this Agreement for a minimum period of three (3) years,
32 or for any longer period required by law, from the date of termination or completion of this
33 Agreement.

34 21.22.3 Any records or documents required to be maintained pursuant to
35 this Agreement shall be made available for inspection or audit, at any time during regular
36 business hours, upon written request by the City Representative, the Director of
37 Environmental Services, City Attorney, City Auditor, City Manager, or a designated
38 representative of any of these officers. Copies of such documents shall be provided to
39 CITY for inspection at the Environmental Services Department office when it is practical to

1 do so. Otherwise, unless an alternative site is mutually agreed upon, the records shall be
2 available at CONTRACTOR's address indicated for receipt of notices in this Agreement.

3 21.22.4 Where CITY has reason to believe that such records or documents
4 may be lost or discarded due to the dissolution, disbandment or termination of
5 CONTRACTOR's business, CITY may, by written request or demand of any of the above
6 named officers, require that custody of the records be given to CITY and that the records
7 and documents be maintained in City Hall. Access to such records and documents shall
8 be granted to any party authorized by CONTRACTOR, CONTRACTOR's representatives,
9 or CONTRACTOR's successor-in-interest.

10 **21.23 Use Of Recycled Products.** For services rendered pursuant to this
11 Agreement, CONTRACTOR shall use recycled paper for all printed material such as
12 brochures, reports, studies, and promotional literature, that exceeds ten (10) pages, or if
13 the cumulative total number of pages per document or printed material times the number
14 of copies made is in excess of ten (10) pages.

15 21.23.1 For the purposes of this Section, "recycled paper" means a paper
16 or wood pulp product with not less than fifty percent (50%) off its total weight consisting of
17 secondary and post consumer waste and with not less than thirty percent (30%) of its total
18 weight consisting of post consumer waste. "Post consumer waste" means a finished
19 material that would normally be disposed of as a solid waste, having completed its life
20 cycle as a consumer item. "Secondary waste" means fragments of products or finished
21 products of a manufacturing process that has converted a virgin resource into a commodity
22 of real economic value and includes post consumer waste but does not include fibrous
23 waste generated during the manufacturing process such as fibers recovered from waste
24 water or trimmings of paper machine rolls (mill broke), wood slabs, chips, sawdust, or
25 other wood residue from a manufacturing process.

26 21.23.2 CONTRACTOR may request an exemption from the requirements
27 of this Section by submitting such request in writing to CITY's Director of Environmental
28 Services. Such a request may be approved or denied, in whole or in part, at said
29 Director's sole discretion. CONTRACTOR shall not use, in the performance of services
30 under this Agreement, any product or material that does not meet the standards set forth
31 above without the prior written approval of said Director.

32 **21.24 Entire Agreement.** This Agreement and the Exhibits attached hereto
33 constitute the entire agreement and understanding between the parties hereto, and this
34 Agreement shall not be considered modified, altered, changed or amended in any respect
35 unless in writing and signed by the parties hereto. This Agreement incorporates and
36 includes all prior negotiations, correspondence, conversations, agreements and
37 understandings applicable to the matters contained in this Agreement and the parties
38 agree that there are no commitments, agreements or understandings concerning the
39 subject matter of this Agreement that are not contained in this document. Accordingly, it is

1 agreed that no deviation from the terms of this Agreement shall be predicated upon any
2 prior representations or agreements, whether oral or written.

3 **21.25 Severability.** If any provision of this Agreement or the application of it to
4 any person or situation shall to any extent be held invalid or unenforceable, the remainder
5 of this Agreement and the application of such provisions to persons or situations other than
6 those as to which it shall have been held invalid or unenforceable, shall not be affected,
7 shall continue in full force and effect, and shall be enforced to the fullest extent permitted
8 by law.

9 **21.26 Right To Require Performance.** The failure of CITY at any time to require
10 performance by CONTRACTOR of any provision hereof shall in no way affect the right of
11 CITY thereafter to enforce same. Nor shall waiver by CITY of any breach of any provision
12 hereof be taken or held to be a waiver of any succeeding breach of such provision or as a
13 waiver of any provision itself.

14 **21.27 Headings.** Headings in this document are for convenience of reference
15 only and are not to be considered in any interpretation of this Agreement.

16 **21.28 Exhibits.** Each Exhibit referred to in this Agreement forms an essential part
17 of this Agreement. Each such Exhibit is a part of this Agreement and each is incorporated
18 by this reference.

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

APPROVED AS TO FORM

CITY OF SAN JOSE, a municipal corporation

SUSAN DEVENCENZI
Senior Deputy City Attorney

By:

LEE PRICE
City Clerk, CMC

Date:

XXX

CONTRACTOR

By:

XXX

Date:

21

22 This page intentionally left blank.

EXHIBITS

- 1 Compensation Rates
- 2 Recycle Plus Service Districts
- 3 Refuse Rate Index
- 4 Form of Performance Bond
- 5 Cart Specifications and Performance Criteria
- 6 Small Civic Service Units
- 7 Plans
- 8 Central Business District and Transit Mall Zone
- 9 Approved Subcontractors
- 10 Data and Reporting Requirements
- 11 Contractor Outreach Requirements
- 12 Wage Policy
- 13 Contractor Electronic Interface Requirements
- 14 Landfill Data Reconciliation Interface Technical Requirements and Design

EXHIBIT 1

COMPENSATION RATES

(TO BE COMPLETED AFTER AGREEMENT AWARD)	
	Monthly Rates Per SFD Solid Waste Service Unit
	District ____
A. BASE SERVICE RATE	
1. SFD Solid Waste Service	\$ /Unit/Mo
B. ADDITIONAL SERVICE RATES	
1. Subscription SFD Solid Waste On-Premise Service ¹	\$ /Unit/Mo
2. Cart Exchanges in Excess of Once per Year	\$ /Occurrence
3. Collection of Contaminated Recyclable Material	\$ /Collection
4. Tagged Garbage Bag Collection	\$ /Bag
NOTES TO Exhibit 1:	
¹ This rate will be added to the SFD Solid Waste Service line A.1. of the Base Service Rate on Service Units receiving On-Premises SFD Solid Waste Services.	

EXHIBIT 1
COMPENSATION RATES

EMERGENCY SERVICE RATES				
(TO BE COMPLETED AFTER AGREEMENT AWARD)				
		Page	of	Pages
Labor Position or Equipment Type	Make & Model	Hourly Rate		

EXHIBIT 2

RECYCLE PLUS SERVICE DISTRICTS

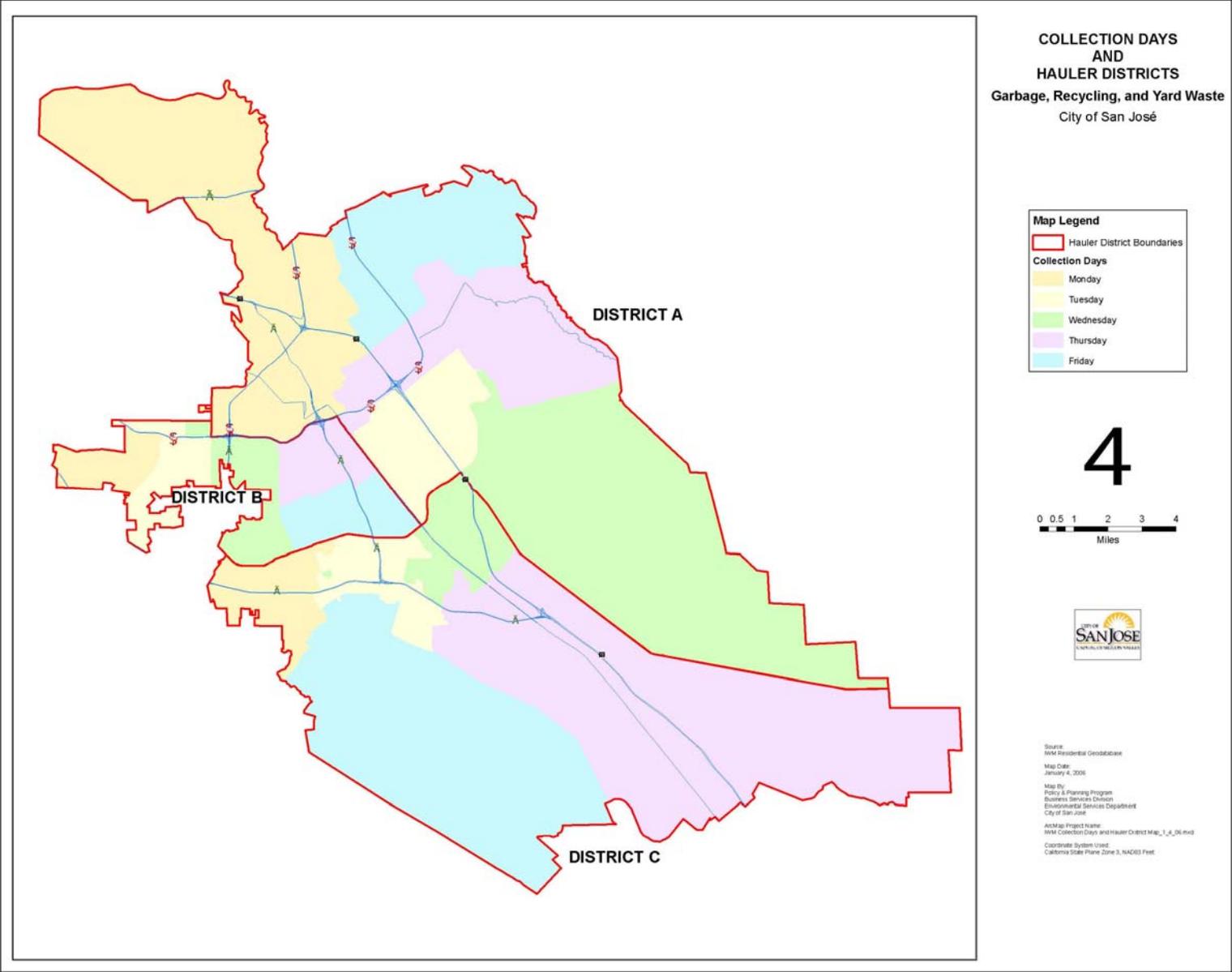


EXHIBIT 3
REFUSE RATE INDEX

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

1. The expenses of the collection services for the designated fiscal period shall be prepared in the format set forth in the Operating Cost Statement - Description on the following page of this Exhibit.
2. The expenses of the collection services shall be broken down into the following five cost categories: Labor; Diesel Fuel; Vehicle Replacement; Vehicle Maintenance and All Other. 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. 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 fiscal 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.

<u>Cost Category</u>	<u>Index</u>
Labor	Series ID: ecs12102i Service-Producing Industries
Diesel Fuel	Series ID: wpu057303 #2 Diesel Fuel
Vehicle Replacement	Series ID: pcu3362113362111 Truck, bus, car, and other vehicle bodies, for sale separately
Vehicle Maintenance	Series ID: pcu3339243339243 Parts and attachments for industrial work trucks
All Other	Series ID: cuur0000sa0 seventy-five percent (75%) of Consumer Price Index, 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).

EXHIBIT 3

REFUSE RATE INDEX

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.

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.

All Other: 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.

EXHIBIT 3
REFUSE RATE INDEX

Example

Item #	Category	Data Source	Percentage Change ⁽¹⁾	Item Weight ⁽²⁾	Weighted Percentage Change ⁽³⁾
1	Average Hourly Earnings	Series ID: ecs12102i Service-Producing Industries	2.19%	49.05%	1.07%
2	Diesel Fuel	Series ID: wpu057303 #2 Diesel Fuel	4.74%	13.15%	0.62%
3	Vehicle Replacement	Series ID: pcu3362113362111 Truck, bus, car, and other vehicle bodies, for sale separately	6.79%	2.57%	0.17%
4	Vehicle Maintenance	Series ID: pcu3339243339243 Parts and attachments for industrial work trucks	0.16%	13.46%	0.02%
5	CPI All Items	Series ID: cuur0000sa0 3/4 Consumer Price Index, All Urban Consumers, All Items	1.70%	21.77%	0.28%
Total				100.00%	2.16%

- (1) Assume these are the percentage changes in the indices from year to year.
- (2) Assume the categories represent these percentages as a total of CONTRACTOR's operating costs.
- (3) Represents the product of Percentage Change x Item Weight

In this example, the Refuse Rate Index is 2.16%.

EXHIBIT 4
FORM OF PERFORMANCE BOND

_____ **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 ***(to be inserted) DOLLARS (\$x,xxx,xxx.xx)*** 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 _____, 2006, 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.

EXHIBIT 4

FORM OF PERFORMANCE BOND

- 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 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 José, California.

Signed and sealed this ____ day of _____, 2006.

(Principal) (Seal)

(Witness)

(Title)

Surety (Seal)
(Name of Insurer)

(Witness)

By:

(Attorney-in-Fact)

EXHIBIT 5

CART SPECIFICATIONS AND PERFORMANCE CRITERIA

CONTRACTOR shall provide Garbage Carts that meet the following specifications and minimum performance criteria.

Specifications and Performance Criteria For 20-, 32-, 64-, and 96-Gallon Capacity	
Volumetric Capacity – Garbage Carts	<ul style="list-style-type: none">• 20-gallons +/- 5%, excluding volume resulting from a crowned lid in the closed position, insert installed into 32-gallon cart• 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">• 20-gal: 80 lb.• 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 José
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

EXHIBIT 5

CART SPECIFICATIONS AND PERFORMANCE CRITERIA

Specifications and Performance Criteria For 20-, 32-, 64-, and 96-Gallon Capacity	
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
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

EXHIBIT 5

CART SPECIFICATIONS AND PERFORMANCE CRITERIA

Specifications and Performance Criteria For 20-, 32-, 64-, and 96-Gallon Capacity	
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 (Appendix A)• Full and Empty carts must pass the Wind Stability performance test (Appendix A)
Testing	<ul style="list-style-type: none">• Performance testing of production samples shall be conducted at a frequency of 3 per 1000 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 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

EXHIBIT 5

CART SPECIFICATIONS AND PERFORMANCE CRITERIA

Specifications and Performance Criteria For 20-, 32-, 64-, and 96-Gallon Capacity	
Color	Garbage: Black body with black lid Insert: Black
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

EXHIBIT 5

CART SPECIFICATIONS AND PERFORMANCE CRITERIA

Appendix A

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 hour 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 0.1 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 6

SMALL CIVIC SERVICE UNITS

CONTRACTOR shall provide SFD Solid Waste Services at the Small Civic Service Units listed in Service District ____ (to be completed).

Department	Facility Name	Facility Address	Facility Street	Facility Zip	Service District
Library	East Branch Carnegie	1102	E. Santa Clara St.	95112	A
Library	Empire Branch	491	Empire Street	95112	A
Fire	Station 7	800	Emory	95110	A
Fire	Station 8	802	Santa Clara E.	95112	A
Fire	Station 10	511	S Monroe St.	95128	A
Fire	Station 11	2840	The Villages Parkway	95135	A
Fire	Station 19	1025	Piedmont Road	95132	A
Fire	Station 21	1749	Mt Pleasant Rd	95122	A
Fire	Station 23	1771	Via Cinco De Mayo	95132	A
Fire	Station 24	2525	Aborn Rd	95121	A
Fire	Station 25	1590	Gold Street	95002	A
Fire	Station 30	454	Auzerais Ave	95126	A
Fire	Station 31	3200	Ruby Avenue	95135	A
Fire	Station 12	502	Calero	95123	C
Fire	Station 17	1494	Ridgewood	95118	C
Fire	Station 22	6461	Bose Lane	95120	C
Fire	Station 27	6027	San Ignacio Ave	95119	C
Fire	Station 28	20399	Almaden Exp	95120	C

CITY may add or delete Small Civic Service Units to the list above upon written notice to CONTRACTOR.

EXHIBIT 7

PLANS

- 7 A- Transition Plan
- 7 B - Public Education and Outreach Plan
- 7 C - Customer Service Plan
- 7 D - Collection Operations Plan
- 7 E - Equipment Plan
- 7 F - Employee and Labor Relations Plan

EXHIBIT 8

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 collections from premises located within the Central Business District shall take place not earlier than 12:00 a.m. and shall be completed by 6:00 a.m. the same day. Solid waste collection regulations for the Central Business District are contained in Section 9.10.1500 of the San José 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 collections from premises located within the Transit Mall Zone shall take place not earlier than 12.00 a.m. and shall be completed by 6:00 a.m. the same day. Solid waste collection regulations for the Transit Mall Zone are contained in Sections 9.10.1510 and 9.10.1520 of the San José Municipal Code.

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 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

EXHIBIT 10

DATA AND REPORTING REQUIREMENTS

I. DAILY COLLECTION DATA

CONTRACTOR shall compile data on a daily basis and report the following information monthly by electronic format.

A. Load Data for Garbage

CONTRACTOR shall provide data for each load collected and delivered to the Disposal Facility. **Exhibit 14** (“Landfill Data Reconciliation Interface Technical Requirements and Design”) includes the landfill data interface requirements that CONTRACTOR shall use. Data shall include, at a minimum, the following information:

1. Name of Disposal 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
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. Number of set-outs
12. Time on route(s) (collection, transport, and downtime)

B. Non-Collection Notices Data

CONTRACTOR shall provide data for each non-collection notice issued. Data shall include, at a minimum, the following information:

1. Date issued
2. Day of the week issued
3. Route number
4. Service Recipient address
5. Service District
6. Reason for Non-Collection (codes and definitions of codes to be provided by CITY)

EXHIBIT 10

DATA AND REPORTING REQUIREMENTS

II. MONTHLY COLLECTION DATA

CONTRACTOR shall use the Consolidated Utility Billing System to report the following information on a monthly basis:

A. Data for Extra Garbage Stickers Collected

1. Number of extra garbage stickers collected
2. Number of "Pick Up San José" garbage stickers collected
3. Number of Courtesy garbage stickers collected

B. Data for Non-Collection Notices

1. Number of Non-Collection Notices issued by reason

C. Courtesy Notices Data

1. Date issued
2. Total number of notices issued

D. Contaminated Recyclable Material Collections

1. Number of collections by date

III. QUARTERLY AND ANNUAL REPORT REQUIREMENTS

A. Quarterly Reports

Contractor shall submit Quarterly Reports within thirty (30) days of the end of the previous calendar quarter. The Quarterly Report shall focus on analysis and narrative of quarterly activity, with trend comparisons to previous quarter and same quarter of previous year, if applicable.

B. Annual Reports

Contractor shall submit Annual Reports on or before February 15th for the previous calendar year. The first report, due February 15, 2008, shall cover the first six months of service. The final report covering the last six months of service under this Agreement shall be submitted by August 15th following the end of service. Annual Reports shall follow the designated format, with analysis and narrative to cover the reporting year activity.

EXHIBIT 10

DATA AND REPORTING REQUIREMENTS

REPORT OUTLINE

SECTION I - DATA

A. Collected Tonnage

This section shall include an analysis of tons of garbage collected and apparent trends and causes.

B. Non-Collection Notices

This section shall focus on detailed analysis of Non-Collection Notice activity, by category and type, and apparent trends and causes.

C. Missed Collections

This section shall focus on detailed analysis of the number missed collections, apparent trends and causes and possible remedies.

D. Cart Activity

This section shall focus on detailed analysis of garbage cart activity, apparent trends and causes.

E. 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.

SECTION II – ROUTE AUDITS

In this section, CONTRACTOR shall include the route audits conducted during the quarter and the findings from the route audits. This section shall include all of the route audit information required in Section 6.03.2 of this Agreement.

SECTION III - VEHICLE INFORMATION

A. Vehicle Inventory and Compliance Reports

B. Vehicle Mileage Report

C. Vehicle Maintenance/Preventative Maintenance Activity

D. Status of State Inspection Requirements

EXHIBIT 10

DATA AND REPORTING REQUIREMENTS

SECTION IV – COMMUNITY OUTREACH SUMMARY

- A. List of Events
- B. Outreach Pieces, Distribution, Targeted Audiences
- C. Results of Outreach Efforts

SECTION V - SIGNIFICANT EVENTS

This section shall discuss any significant events occurring in the organization.

SECTION VI – STRIKE CONTINGENCY PLAN (*ONLY IF CONTRACTOR IS REPRESENTED BY A COLLECTIVE BARGAINING UNIT*)

In this section CONTRACTOR shall detail how normal operations will be maintained to the fullest extent possible if a labor strike should occur. Plan should include but not be limited to: what steps will be taken to have replacement labor available to maintain operations, how security of the facilities will be maintained, who will be point of contact and spokes person for communication with the media and what measures will be taken to protect company non-union personnel

SECTION VII - CALENDAR

- A. Reports Delivered This Quarter
- B. Reports Due Next Quarter

EXHIBIT 11

CONTRACTOR OUTREACH REQUIREMENTS

SFD SOLID WASTE SERVICES OUTREACH REQUIREMENTS

A. Annual Outreach Plan

CONTRACTOR shall submit an annual Public Education and Outreach Program Plan (“Plan”) for each calendar year of the term of this Agreement. The plan must be submitted by September 30th of the preceding calendar year and must be approved by the City Representative. The Plan should target “problem” areas of CONTRACTOR’s service area 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 plan include:

1. Promote and support specific Recycle Plus programs, as directed by the City Representative.
2. 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.
3. Attend community and neighborhood association meetings as needed or directed by the City Representative.
4. Distribute CITY-developed collateral materials at events, community meetings, etc.
5. Placement of CITY-provided signs on collection vehicles
6. Maintenance of a Website with direct links to CITY’s Recycle Plus Website (www.recycleplus.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 will report on outreach efforts, including quantifiable results. City staff will 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. All such materials developed by Contractor shall be printed at CONTRACTOR’s expense without compensation from CITY.

EXHIBIT 12

WAGE POLICY

Pursuant to City of San José Prevailing Wage policy, Contractor and any subcontractor shall be obligated to pay not less than the prevailing wage as indicated 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 the Contractor and a recognized union representing workers who perform services pursuant to this agreement; or

If there is no collective bargaining agreement as described above, 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 anniversary of the Agreement. Adjustment 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 the Contractor and all Subcontractors to file a LABOR COMPLIANCE WORKFORCE STATEMENT and LABOR COMPLIANCE FRINGE BENEFIT STATEMENT with supporting documentation.

The 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.

Labor compliance statements must be filed in the Office of Equality Assurance no later July 10, 2007 at the address below.

EXHIBIT 12

WAGE POLICY

City of San José
Office of Equality Assurance
200 East Santa Clara Street
Fifth Floor
San José, CA 95113
Phone: 408.535-8430

THIS EXHIBIT INCLUDES THE LABOR COMPLIANCE WORKFORCE STATEMENT AND LABOR COMPLIANCE FRINGE BENEFIT STATEMENT TO BE SUBMITTED BY THE AWARDED CONTRACTOR ONLY. **DO NOT SUBMIT THESE FORMS WITH YOUR PROPOSAL.**

C. EMPLOYEE RETENTION REQUIREMENTS

Contractor acknowledges that when collection services are transferred to Contractor, workers who perform services for City's current Contractor will be displaced from their employment. Contractor shall offer employment to all qualified displaced workers who have been employed by the current Contractor for at least 120 calendar days prior to July 1, 2007 provided that Contractor shall not be required to create additional positions that Contractor does not need nor to lay-off or discharge Contractor's employees in order to employ qualified displaced workers. A qualified displaced worker includes non-management workers of the current Contractor who have been employed for at least 120 calendar days prior to July 1, 2007 and who would otherwise be laid-off. Contractor is prohibited from discharging any qualified displaced workers for at least 90 days after the Collection Start-up Date except for cause. After the initial 90 days, the continued employment of qualified displaced workers will be under the terms and conditions established for all of Contractor's workers in the particular job classification. Contractor shall submit displaced worker hiring status reports to the City Representative on the last working day of October 2007 and on the last working day of June 2008.

The following provisions are applicable to this RFP and will become part of the Agreement:

1. Qualified Displaced Worker Defined

Qualified Displaced Worker means any person employed by the predecessor Contractor or any subcontractor to the predecessor Contractor who meets the following requirements:

- i. The person provides direct labor or service on the City Agreement;
- ii. The person is not an "exempt" employee under the Fair Labor Standards Act (FSLA); and

EXHIBIT 12

WAGE POLICY

- iii. The person has been employed on the City Agreement by the predecessor service Contractor or subcontractor for at least 120 calendar days prior to July 1, 2007.

2. Current Eligible Retention Employee Defined

Current Eligible Retention Employee means a current employee of the new Contractor who meets the following requirements:

- i. The person has been employed by the Contractor for at least the six month period prior to the date of the new service or labor contract;
- ii. The person would otherwise need to be terminated as a result of the implementation of the retention requirements; and
- iii. The Contractor chooses to designate the person as a Current Eligible Retention Employee.

The Contractor must establish requirements i. and ii. above by submitting payroll records or other reliable evidence satisfactory to the Director of Equality Assurance by the date specified in writing by the Director of Equality Assurance. If the Contractor cannot submit such evidence, the employee cannot be designated a Current Eligible Retention Employee.

D. Employment of Displaced Workers

The new Contractor shall offer continued employment to all Displaced Workers who are interested in such continued employment.

The City will provide the new Contractor with information regarding which employees of the Predecessor are Qualified Displaced Workers.

Notwithstanding anything to the contrary in this provision, the new Contractor may deem an employee not to be a Qualified Displaced Worker if, and only if:

- 1. The employee has been convicted of a crime that is related to the job or to his/her job performance; or
- 2. The Contractor can demonstrate to the City that the employee presents a significant danger to customers, co-workers or City staff.

In the event that the new Contractor does not have enough positions available to hire all Qualified Displaced Workers desiring continued employment and to retain its Current Eligible Retention Employees, the new Contractor shall hire Qualified Displaced Workers and retain Current Eligible Retention Employees by seniority within each employment classification. For any positions that become available during the initial ninety (90) day period of the Agreement, the new Contractor shall hire Qualified Displaced Workers and rehire its Current Eligible Retention Employees by seniority within each employment classification.

EXHIBIT 12

WAGE POLICY

1. Retention Requirements

- a. Qualified Displaced Workers hired by the new Contractor may not be discharged without cause during the initial ninety (90) day period of their employment.
- b. The new Contractor shall offer continued employment to each Qualified Displaced Worker who receives a satisfactory performance evaluation at the end of the initial ninety (90) day period of employment. Such employment shall be offered under the same terms and conditions established by the new Contractor for all of its employees.

2. Third Party Beneficiary

Qualified Displaced Workers are third party beneficiaries of this Agreement, which means that the employee has the right to enforce the provisions of the Agreement independent of the City's right to enforce the provisions of the Agreement. The third party rights will become effective only when the Agreement becomes effective. No third party rights are intended to apply to any employee regarding the RFP process.

3. 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 Contractor.

E. JOB FAIR

Contractor shall participate in a job fair for the displaced workers to be held on a City-scheduled day during the period April 1 to April 8, 2007 to discuss employment opportunities with such workers. The City Representative shall notify Contractor of the date and place of the job fair at least seven (7) calendar days in advance.

F. EMPLOYEE WORK ENVIRONMENT EVALUATION (THIRD TIER REVIEW)

All service or labor contracts are required to undergo an Employee Work Environment Evaluation, commonly referred to as "Third Tier Review." This Review looks into a proposer's history as an employer and work condition commitments. Each proposer is required to complete an Employee Work Environment Questionnaire and return it with the proposal.

If the Questionnaire is not returned, the proposal will be deemed to be non-responsive. All proposals are required to address: employee health benefits; compensated days off; employee complaint procedures; compliance with state and federal workplace standards; Employee Retention requirements, if applicable; and Service Disruption/Labor Peace provisions, if applicable.

EXHIBIT 12

WAGE POLICY

G. LABOR PEACE (FINAL LANGUAGE DEPENDENT ON PROPOSAL ACCEPTED BY CITY)

The Office of Equality Assurance has determined that the level of vulnerability of the proposed Agreement to service or labor disputes is sufficient to warrant that labor peace is essential to the propriety interests of the City. The determination was based on considerations including, but not limited to the following factors:

1. The service or labor will be provided on City site or a site which is important to the propriety interests of the City;
2. The service provider relies on a significant amount of public patronage;
3. The economic effect of any disruption of City expenditures or revenues is significant;
4. The effect of any disruption on the citizens, tourists and businesses in the community is significant.

Proposers are to include in their proposal how they will assure that no labor dispute or unrest will occur during the term of the City Agreement. Failure to address this topic in the submission of the proposal will deem the proposal to be non-responsive.

Proposers are cautioned that the City Agreement will include details and requirements of Labor Peace based on the proposal response.

H. 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 the City establishing its compliance with such requirement. ("Documentation Provision.") Contractor further acknowledges the City has determined that the Wage Provision promotes each of the following (collectively "Goals"):

- a) It protects City job opportunities and stimulates the City's economy by reducing the incentive to recruit and pay a substandard wage to labor from distant, cheap-labor areas.
- 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 the 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

EXHIBIT 12

WAGE POLICY

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 the employer 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 the City.
- c) **Debarment:** debar the Contractor or 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 the 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, the 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 the Contractor pursuant to this Agreement. The City is not obligated to make any payment due the Contractor until Contractor has performed all of its obligations under these provisions. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or 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 the City damage by undermining the goals, and City's damage would not be remedied 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

EXHIBIT 12

WAGE POLICY

were not paid. The 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 the 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.

I. 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.

J. 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 12
WAGE POLICY

Office of Equality Assurance Wage Determination

AGREEMENT: RECYCLE PLUS COLLECTION SERVICES

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	24.57	7.24	.66	1.04	1.13	\$34.64
Recycle Driver	24.57	7.24	.66	1.04	1.13	\$34.64
Yard Trimming Claw Driver	24.57	7.24	.66	1.04	1.13	\$34.64
Yard Trimming Collection Driver	24.57	7.24	.66	1.04	1.13	\$34.64

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	

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 Agreement, the successful contractor/service provider will be required to submit: (1) Labor Compliance Workforce Statement; (2) Labor Compliance Fringe Benefit Statement with supporting documentation. As a condition of its Agreement, this firm may also be required to complete and file certified payrolls as requested by the Office of Equality Assurance.

EXHIBIT 12

WAGE POLICY

Office of Equality Assurance Wage Determination continued

AGREEMENT: RECYCLE PLUS COLLECITON SERVICES

Classification	Basic Hourly Pay Rate	Health Welfare & Pension	Vacation Minimum(7 Days)	Paid Sick Leave (11 days)	Paid Holidays (12 Days)	Total Hourly Pay
Residential Street Sweeper	18.89	2.66	.51	.80	.87	\$23.73

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 Agreement, 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 Agreement, this firm may also be required to complete and file certified payrolls as requested by the Office of Equality Assurance.</p>		

EXHIBIT 12
WAGE POLICY

Office of Equality Assurance Wage Determination continued

AGREEMENT: RECYCLE PLUS COLLECTION SERVICES

Classification	Basic Hourly Pay Rate	Health Welfare & Pension	Vacation Minimum (6 Days)	Paid Sick Leave (7 days)	Paid Holidays (8 Days)	Total Hourly Pay
Sorter	11.95	3.46	.36	.41	.47	\$16.65
Floor Sorter/Raker	17.84	3.46	.49	.57	.66	\$23.02
Spotter	13.91	3.46	.40	.47	.53	\$18.77
Buy Back Operator	16.38	3.46	.46	.53	.61	\$21.44
Mechanic	28.35	3.46	.73	.86	.98	\$34.38
Equipment Operator	17.70	3.46	.49	.57	.65	\$22.87
Baler Operator	17.81	3.46	.49	.57	.65	\$22.98
Scale Operator	18.79	3.46	.51	.60	.68	\$24.04

Breakdown of Benefits		
Paid Vacation Days	After 1 year	6 Days – 48 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
Paid Sick Leave	Seven (7) paid Sick Days	
Paid Holidays	Eight (8) 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 Agreement, 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 Agreement, this firm may also be required to submit certified payrolls as requested by the Office of Equality Assurance.</p>		

EXHIBIT 12

WAGE POLICY

Office of Equality Assurance Wage Determination continued

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)

City of San José contracts subject to City prevailing wage or living wage policies will use the same guidelines for all covered classifications/employees.

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.

Rates will be subject to annual adjustment beginning July 1, 2006. (Adjustments will be based on the Consumer Price Index, All Items, for all Urban Consumers [CPI-U] for San Francisco-Oakland-San José).

EXHIBIT 12

WAGE POLICY



**LABOR COMPLIANCE
WORKFORCE STATEMENT**

Page ___ of ___

CONTRACTOR NAME: _____

SFD SOLID WASTE SERVICES AGREEMENT: _____

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>Recycle Driver</i>	\$24.28	6/1/2002

Questions regarding classifications allowed on San José projects should be directed to the Office of Equality Assurance at 408-535-8430.

EXHIBIT 12

WAGE POLICY



LABOR COMPLIANCE FRINGE BENEFIT STATEMENT

CONTRACTOR NAME: _____

SFD SOLID WASTE SERVICES AGREEMENT: _____

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="background-color: #d3d3d3; padding: 5px; border: 1px solid #ccc;"> <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 \$ _____ Apprentice \$ _____ Other (specify) \$ _____	_____ _____ _____ _____ _____
2. _____	Vacation \$ _____ Health & Welfare \$ _____ Pension \$ _____ Apprentice \$ _____ Other (specify) \$ _____	_____ _____ _____ _____ _____
3. _____	Vacation \$ _____ 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)

EXHIBIT 12
WAGE POLICY

Date

Signature

EXHIBIT 13

CONTRACTOR ELECTRONIC INTERFACE REQUIREMENTS

Contractor Back-End Integration Interface Functional Requirements and Design

Contents

- 1 Functional Requirements
 - 1.1 Overview
- 2 Functional Design
 - 2.1 Approach

EXHIBIT 13

CONTRACTOR ELECTRONIC INTERFACE REQUIREMENTS

1 FUNCTIONAL REQUIREMENTS

1.1 OVERVIEW

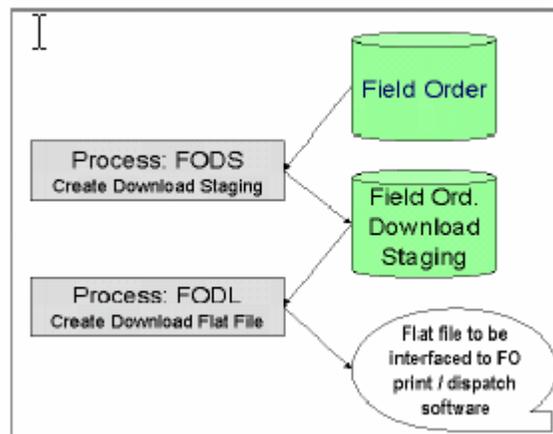
PeopleSoft RM provides the ability for users (City and Hauler staff) to create and dispatch Field Activities from within the application / portal. However, residential contractors may use an interface (inbound) to process Service Orders created within their applications. This reduces duplicative data entry by hauler staff and minimizes the need for Contractor Customer Service Representatives (CSR) to be versatile in two applications. For Field Activities created by the City CSR (for Contractors), a set of interfaces (outbound/inbound) is required. Although a real-time interface is desired, the Contractors 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.

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 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.

EXHIBIT 13

CONTRACTOR ELECTRONIC INTERFACE REQUIREMENTS

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>
INSTRUCTIONS	AN (254)	For applicable FA Types, the current and new Multi-Information will be transferred. This is only

EXHIBIT 13

CONTRACTOR ELECTRONIC INTERFACE REQUIREMENTS

PeopleSoft RM Field Name	Structure	Comments
		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.
BATCH_CD	AN (8)	PeopleSoft RM Batch Code for extract process
BATCH_NBR	NUM (10)	PeopleSoft RM Batch Number that corresponds to

EXHIBIT 13

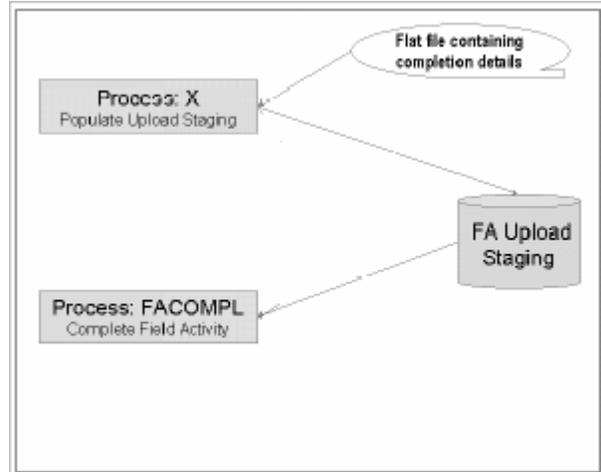
CONTRACTOR ELECTRONIC INTERFACE REQUIREMENTS

PeopleSoft RM Field Name	Structure	Comments
		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', 'GW' or 'NC' should be populated. GT → Green Team, GW → Green Waste, NC → NorCal.
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 José 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', 'GW' or 'NC' should be populated. GT → Green Team, GW → Green Waste, NC → NorCal.
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.
SCHED_DATE	DATE (26)	The Schedule Date of Service
SCHED_TIME		The Scheduled Time of Service

EXHIBIT 13

CONTRACTOR ELECTRONIC INTERFACE REQUIREMENTS

PeopleSoft RM Field Name	Structure	Comments
FA_STATUS_FLG	AN (2)	"P" → Pending
INSTRUCTIONS	AN (254)	Hauler CSR 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 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

EXHIBIT 13

CONTRACTOR ELECTRONIC INTERFACE REQUIREMENTS

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, and 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', 'GW' or 'NC' should be populated. GT → Green Team, GW → Green Waste, NC → NorCal.
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

LANDFILL DATA RECONCILIATION INTERFACE TECHNICAL REQUIREMENTS AND DESIGN

Landfill Interface

Interface Technical Requirements and Design

Contents

- 1 Development Requirements
 - 1.1 Overview
- 2 Technical Design
 - 2.1 Approach

EXHIBIT 14

LANDFILL DATA RECONCILIATION INTERFACE TECHNICAL REQUIREMENTS AND DESIGN

1 Development Requirements

1.1 Overview

The Weight Tag information from the Landfill for Refuse is required to be reconciled with Weight Tag data from the Haulers. Weight Tag information will be uploaded into a custom component developed with search capabilities, within the PeopleSoft RM.

2 Technical Design

2.1 Approach

Two components will be created within the Consolidated Utility Billing System (PeopleSoft RM). One will correspond to Landfill Weight Tag data, and the other will correspond to Hauler Weight Tag data. Data will be transmitted from the Landfill and Haulers in .CSV format on a monthly schedule. The following naming convention will be used for the input data files:

From Landfill: SJ193MMYY.csv, SJ465MMYY.csv MM → Month YY → Year

From Hauler: xxMMDDYYYY.csv, MM → Month, DD → Day, YYYY → Year

Proposed Category Types:

Weight Tags

- Landfill – Refuse
- Hauler – Refuse
- Hauler – Recycling
- Hauler – Yard-Trimming
- Hauler – Street Sweeping

The individual Category will correspond to each Service setup as a part of the Hauler's Account. Also, the city has setup specific Job Codes for the different Hauler Services and this will be reflected within each Landfill Ticket.

The Job Code from the ticket will be used to determine and associate the Landfill Ticket to the respective Hauler's Account in the system.

The combination of Hauler's Name Code and the Route Code (Weight Tag Cross-Reference) will be used to determine and associate the Hauler Ticket to the respective Hauler Account and Service Agreement in the system. Each Hauler Account is also designated with one Service Agreement that could be used to reference Hauler Tickets with exceptions. Exceptions can be fixed manually by reviewing the log, or by querying unassigned routes.

EXHIBIT 14

LANDFILL DATA RECONCILIATION INTERFACE TECHNICAL REQUIREMENTS AND DESIGN

Hauler Job Code History...

Account No Account in context **Customer** No Customer in context
Premise No Premise in context

		Customize	Find			First	1-10 of 10	Last
*Job Number (Contract #)	*Account ID							
1	SJCITYVEHICLES	0494222860	<input type="button" value="Q"/>	Green Team-GB-CIVIC-Muni				<input type="button" value="+"/> <input type="button" value="-"/>
2	SJCWDA	8405679065	<input type="button" value="Q"/>	Green Waste-SS-Dist A				<input type="button" value="+"/> <input type="button" value="-"/>
3	SJGREENTEAMSFD	0494222860	<input type="button" value="Q"/>	Green Team-GB-CIVIC-Muni				<input type="button" value="+"/> <input type="button" value="-"/>
4	SJGREENWASTEWEEP	8405679065	<input type="button" value="Q"/>	Green Waste-SS-Dist A				<input type="button" value="+"/> <input type="button" value="-"/>
5	SJGTCITYFACILITIES	0494222860	<input type="button" value="Q"/>	Green Team-GB-CIVIC-Muni				<input type="button" value="+"/> <input type="button" value="-"/>
6	SJGTCLEANUP	0494222860	<input type="button" value="Q"/>	Green Team-GB-CIVIC-Muni				<input type="button" value="+"/> <input type="button" value="-"/>
7	SJGTMFD	0494222860	<input type="button" value="Q"/>	Green Team-GB-CIVIC-Muni				<input type="button" value="+"/> <input type="button" value="-"/>
8	SJNORCALCLEANUP	9482841090	<input type="button" value="Q"/>	Norcal-GB-SFD-Dist A				<input type="button" value="+"/> <input type="button" value="-"/>
9	SJNORCALSF	9482841090	<input type="button" value="Q"/>	Norcal-GB-SFD-Dist A				<input type="button" value="+"/> <input type="button" value="-"/>
10	SJNORCALSWEEP	9482841090	<input type="button" value="Q"/>	Norcal-GB-SFD-Dist A				<input type="button" value="+"/> <input type="button" value="-"/>

SA_ID	SA_TYPE_CD	Description	Weight Tag Cross-reference
0494274754	GT-GBCM	Green Team-GB-CIVIC-Muni	<input type="button" value="+"/>
0494294991	GT-GBMA	Green Team-GB-MFD-Dist A	GTGX
0494275904	GT-GBMB	Green Team-GB-MFD-Dist B	
0494276144	GT-GBMC	Green Team-GB-MFD-Dist C	
0494240479	GT-GBSB	Green Team-GB-SFD-Dist B	GTG, GTEXCEP
0494277560	GT-RYMA	Green Team-RY-MFD-Dist A	GTRX
0494245273	GT-RYMB	Green Team-RY-MFD-Dist B	
0494239867	GT-RYMC	Green Team-RY-MFD-Dist C	
0494290792	GT-RYSB	Green Team-RY-SFD-Dist B	GTR
8405644706	GW-SSXA	Green Waste-SS-Dist A	
8405690771	GW-SSXB	Green Waste-SS-Dist B	
8405677408	GW-YTXA	Green Waste-YT-Dist A	GW
8405685568	GW-YTXB	Green Waste-YT-Dist B	
9482820576	NC-GBSA	Norcal-GB-SFD-Dist A	NCSFDGBDA
9482871456	NC-GBSC	Norcal-GB-SFD-Dist C	NCSFDGBDC
9482885812	NC-RYSA	Norcal-RY-SFD-Dist A	NCSFDRYDA
9482853505	NC-RYSC	Norcal-RY-SFD-Dist C	NCSFDRYDC
9482858999	NC-SSXC	Norcal-SS-Dist C	NCSSDC
9482857792	NC-YTXC	Norcal-YT-Dist C	NCYTDC

EXHIBIT 14

LANDFILL DATA RECONCILIATION INTERFACE TECHNICAL REQUIREMENTS AND DESIGN

The reconciliation between the Landfill Ticket and Hauler Ticket is done based on the Hauler Account No., Create Date of the Ticket and the Ticket Number. The City user will have the ability to reconcile Tickets using a date range (From and To Dates).

Field Name: CU_RECONCILE_STAT SAMPLE

	Value	Active	Eff Dt	Long Name	Short Name
1	DIF	<input checked="" type="checkbox"/>	01/01/1901	Differs	Differs
2	MUL	<input checked="" type="checkbox"/>	01/01/1901	Multiple Match	Mul Match
3	NEW	<input checked="" type="checkbox"/>	01/01/1901	New	New
4	NOM	<input checked="" type="checkbox"/>	01/01/1901	No Match	No Match
5	REC	<input checked="" type="checkbox"/>	01/01/1901	Reconciled	Reconciled

Tickets are loaded with a NEW status. When a Hauler Ticket is processed, the reconciliation status is updated with one of the above status. The reconciliation process will attempt to reconcile all non “REC” status records at every attempt if the input date criteria matches.

All “REC” and “DIF” status records will have their corresponding tickets displayed next to each other. The Landfill Ticket will be “view” only in this instance.

Haulers will only have access to view, add and rectify tickets linked to their Accounts. Also, specific queries for data analysis maybe setup for each Hauler.

PeopleSoft Home | Worklist | MultiChannel Console

Landfill Tickets
Enter any information you have and click Search. Leave fields blank for a list of all values.

Find an Existing Value | Add a New Value

Weight Tag ID:
Account ID:
Creation Date:
Ticket Number:
Truck Number:
Job Number (Contract #):

Search Results
Only the first 300 results can be displayed. Enter more information above and search again to reduce the

Weight Tag ID	Account ID	Creation Date	Ticket Number	Truck Number	Job Number (Contract #)
0004114354	9482841090	05/17/2005	175470	NC13051	SJNorcaISFD
0004398195	9482841090	05/04/2005	168991	NC13101	SJNorcaISFD
0012090561	9482841090	05/12/2005	172629	NC13108	SJNorcaISFD
0013462738	9482841090	05/11/2005	172400	NC13083	SJNorcaISFD
0014726450	9482841090	05/20/2005	177141	NC13080	SJNorcaISFD
0017662217	0494222860	05/12/2005	172851	GRNTM921	SJGreenTeamSFD
0019841256	9482841090	05/12/2005	172631	NC13068	SJNorcaISFD

SAMPLE

EXHIBIT 14

LANDFILL DATA RECONCILIATION INTERFACE TECHNICAL REQUIREMENTS AND DESIGN

PeopleSoft. [Home](#) [Worklist](#) [MultiChannel Console](#) [Add to Favorites](#) [Sign out](#)

Menu Search:

- My Favorites
- Tax Roll Interface
- Maintain Customer Information
- Enter Financial Information
- Monitor Credit Collections
- Manage Field Information
- Manage Weight Tags
 - Setup
 - Haulers Tickets
 - Landfill Tickets
 - Weight Tag Reconciliation
- Process Workflow
- Maintain Assets
- Enter Meter Reads
- Schedule Background Processes
- Reports
- Structure Rates
- Configure General Options
- Worklist
- Application Diagnostics
- Tree Manager
- Reporting Tools
- PeopleTools
 - Control Central
 - Meter Search
 - Item Search
 - Change My Password
 - My Personalizations
 - My System Profile

Account: No Account in context Customer: No Customer in context
 Premise: No Premise in context

Weight Tag ID: 0017662217

*Tag Type: Landfill Garbage *Ticket Number: 172851
 Account ID: 0494222860 GTEAM
 Truck Number: GRNTM921
 Creation Date: 05/12/2005 Time IN: 7:33PM Time Out: 7:55PM HH:MM:AM/PM
 Job Number: SJGreenTeamsFD
 Reference: Bill of Lading: 911
 Material Code: B07
 Material Charge Rate: \$32.41
 Weight In: 55080 Weight Out: 43340
 Material Qty: 5.87 Disposal UOM: LB Pounds
 Actual Fill Yards: 22.00 Fill Yards UOM: CY Cubic Yard

Audit Information
 Last Update User ID: VP1
 Last Update Date/Time: 07/22/2005 11:11:43AM

PeopleSoft. [Home](#) [Worklist](#) [MultiChannel Console](#) [Add to Favorites](#) [Sign out](#)

Menu Search:

- My Favorites
- Tax Roll Interface
- Maintain Customer Information
- Enter Financial Information
- Monitor Credit Collections
- Manage Field Information
- Manage Weight Tags
 - Setup
 - Haulers Tickets
 - Landfill Tickets
 - Weight Tag Reconciliation
- Process Workflow
- Maintain Assets
- Enter Meter Reads
- Schedule Background Processes
- Reports
- Structure Rates
- Configure General Options
- Worklist
- Application Diagnostics
- Tree Manager
- Reporting Tools
- PeopleTools
 - Control Central
 - Meter Search
 - Item Search
 - Change My Password
 - My Personalizations
 - My System Profile

Hauler Tickets
 Enter any information you have and click Search. Leave fields blank for a list of all values.

Find an Existing Value Add a New Value

Hauler Weight Tag ID: begins with
 Account ID: begins with
 SA ID: begins with
 Ticket Number: begins with
 Creation Date: =
 Truck Number: begins with
 Route: begins with
 Weight Tag ID: begins with
 Reconcile Status: = New

Search Clear Basic Search Save Search Criteria

Search Results
 Only the first 300 results can be displayed. Enter more information above and search again to reduce the number of search results.

Hauler Weight Tag ID	Account ID	SA ID	Ticket Number	Creation Date	Truck Number	Route	Weight Tag ID	Reconcile Status
0016438292	0494222860	0494290792	92795	11-JUL-05	915	RM15	(blank)	New
0020094697	0494222860	0494290792	92534	04-JUL-05	903	RM04	(blank)	New
0025502845	0494222860	0494290792	93169	19-JUL-05	906	RT16	(blank)	New

EXHIBIT 14

LANDFILL DATA RECONCILIATION INTERFACE TECHNICAL REQUIREMENTS AND DESIGN

PeopleSoft

Home | Worklist | MultiChannel Console | Add to Favorites | Sign

Account No Account in context Customer No Customer in context
Premise No Premise in context

Hauler Ticket | Comments | Landfill Tickets

Hauler Weight Tag ID 0016334657

Tag Type Hauler Recycling Ticket Number 172851
Name GT Facility NB
Account ID 0494222860 GTEAM
SA ID 0494277560 Green Team-RY-MFD-Dist A
Truck Number GRNTM921
Collection Date 07/27/2005 Creation Date 05/12/2005 Time 10:22AM HH:MI AM/PM
Day of Week 4 Route RXW02
Net Tons 5.87 Material 100-Recycling Inbound

Reconciliation Status

Reconcile Status Reconciled Weight Tag ID 0017662217

Audit Information

Last Update User ID: VP1
Last Update Date/Time: 08/14/2005 12:51:27AM

PeopleSoft

Home | Worklist | MultiChannel Console | Add to Favorites | Sign

New Window | Help

Hauler Tickets

Enter any information you have and click Search. Leave fields blank for a list of all values.

Find an Existing Value | Add a New Value

Hauler Weight Tag ID: begins with
Account ID: begins with
SA ID: begins with
Ticket Number: begins with
Creation Date: =
Truck Number: begins with
Route: begins with
Weight Tag ID: begins with
Reconcile Status: = Reconciled

Search Clear Basic Search Save Search Criteria

Search Results

View All First 1-2 of 2 Last

Hauler Weight Tag ID	Account ID	SA ID	Ticket Number	Creation Date	Truck Number	Route	Weight Tag ID	Reconcile Status
0016334657	0494222860	0494277560	172851	12-MAY-05	GRNTM921	RXW02	0017662217	Reconciled

When uploading Hauler Tickets, a log file is generated. This file can be auto e-mailed to the respective Hauler.

EXHIBIT 14

LANDFILL DATA RECONCILIATION INTERFACE TECHNICAL REQUIREMENTS AND DESIGN

Landfill Weight Tag processing:

Application Engine Program: CU_LFILL_UPL (Landfill Weight Tag Upload Process)

Read each record in Flat File, determine Hauler Account and process record. Insert data into CU_LANDFILL, and create log report.

Num	Field Name	Type	Len	Format	Short Name	Long Name
1	CU_WTAG_ID	Char	10	Upper	Weight Tag ID	Weight Tag ID
2	CU_WTAG_TYPE	Char	4	Upper	Tag Type	Tag Type
3	ACCT_ID	Char	10	Upper	Acct ID	Account ID
4	CRE_DT	Date	10		Creation Date	Creation Date
5	CU_TICKET_NO	Char	15	Upper	Ticket Number	Ticket Number
6	CU_TIME_IN	Time	15		Time IN	Time IN (HH:MIAM/PM)
7	CU_TIME_OUT	Time	15		Time Out	Time Out (HH:MIAM/PM)
8	CU_VEHICLE_NO	Char	15	Upper	Truck Number	Truck Number
9	CU_ROLL	Char	15	Upper	Roll Off Number	Roll off Number
10	CU_JOB_CD	Char	30	Mixed	Job Number	Job Number (Contract #)
11	CU_REFERENCE	Char	50	Mixed	Reference	Reference
12	CU_BILL_LADING	Char	20	Mixed	Bill of Lading	Bill of Lading
13	CU_MATERIAL	Char	3	Upper	Material Code	Material Code
14	CU_RATE	Sign	13.2		Rate	Material Charge Rate
15	CU_WEIGHT_IN	Nbr	6		Weight In	Weight In
16	CU_WEIGHT_OUT	Nbr	6		Weight Out	Weight Out
17	BILL_SQ	Sign	11.2		Billable SQ	Billable Service Qty
18	CU_UOM_1	Char	4	Upper	Disposal UOM	Disposal Unit of Measur
19	CU_FILL	Sign	11.2		Volume	Volume
20	CU_UOM_2	Char	4	Upper	Fill Yards UOM	Fill Yards Unit of Measur
21	LASTUPDOPRID	Char	30	Mixed	Last Upd User	Last Update User ID
22	LASTUPDDTTM	DtTm	26	Scnds	Last Update	Last Update Date/Time