

- 1 **SECTION 6B**
- 2 **SFD RECYCLING SERVICES AGREEMENT**

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SFD RECYCLING SERVICES AGREEMENT

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1 resulting from the operation of medical clinics, hospitals, and other facilities processing
2 wastes which may consist of, but are not limited to, human and animal parts, contaminated
3 bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing
4 and surgical gloves.

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

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

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

14 **1.07 CITY.** The City of San José, California.

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

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

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

28 **1.11 CONTRACTOR.** _____

29 **1.12 County.** Santa Clara County, California.

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

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

1 for the disposal, or processing as appropriate, of Residential Solid Waste, and other
2 materials.

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

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

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

23 **1.18 Hazardous Waste.** Any material which is defined as a hazardous waste
24 under California or United States law or any regulations promulgated pursuant to such law,
25 as such law or regulations may be amended from time to time, but not including materials
26 defined as Used Oil or Used Oil Filters that can be Recycled.

27 **1.19 Large Items.** Those materials listed in **Exhibit 14** (LARGE ITEMS LIST") to
28 this Agreement. Large Items must be generated at the Service Unit from which the Large
29 Items are collected.

30 **1.20 Large Yard Trimmings.** Oversized Yard Trimmings such as tree trunks and
31 branches with a diameter between six (6) inches and two (2) feet, and a length not more
32 than five (5) feet in its longest dimension, which are attributed to the normal activities of a
33 Service Unit. Large Yard Trimmings must be generated at the Service Unit from which the
34 Large Yard Trimmings are collected.

35 **1.21 Market Specifications.** Those specifications identified in the Institute of
36 Scrap Recycling Industries, Inc. (ISRI), "Scrap Specifications, Circular 2005 (or the most
37 current version of this document), guideline for Nonferrous Scrap, Ferrous Scrap, Glass

1 Cullet, Paper Stock, Plastic Stock, Electronics Scrap, Tire Scrap, or such other substitute
2 index that most nearly duplicates the ISIRI as designated by the CITY.

3 **1.22 Materials Recovery Facility (MRF).** The facility operated by
4 CONTRACTOR OR CONTRACTOR's subcontractor and located at _____,
5 or such other facility that is approved in advance by CITY's Director of Environmental
6 Services and that is designed, operated, and legally permitted for the purpose of receiving,
7 sorting, processing, storing, or preparing Recyclable Materials for sale.

8 **1.23 Mixed Use Dwelling.** A building or structure which contains both
9 Business(es) and Dwelling Unit(s).

10 **1.24 Non-Collection Notice.** A form approved by the City Representative and
11 used by CONTRACTOR to notify Service Recipients of the reason for non-collection of
12 materials set out by the Service Recipient for collection by CONTRACTOR pursuant to this
13 Agreement.

14 **1.25 Process, Processed, or Processing.** An operation or series of operations,
15 whether involving equipment or manual labor, that sorts, enhances, upgrades,
16 concentrates, decontaminates, packages or otherwise prepares Recyclables Materials for
17 processing to meet Market Specifications. Processing begins at the time Recyclable
18 Materials are delivered to the CONTRACTOR's Materials Recovery Facility and ends when
19 the Processed Recyclable Materials are Sold.

20 **1.26 Rebuilt Vehicle.** For purposes of this Agreement, "rebuilt" means, at a
21 minimum, replacement of worn parts and reconditioning or replacement of hydraulic
22 systems, transmissions, differentials, electrical systems, engines, and brake systems. In
23 addition, the Rebuilt Vehicle must be repainted and its tires must have at least eighty-five
24 percent (85%) of tread remaining.

25 **1.27 Recyclable Materials.** Newsprint (including inserts); mixed paper (including
26 magazines, catalogs, envelopes, junk mail, corrugated cardboard, Kraft brown bags and
27 paper, paperboard, paper egg cartons, office ledger paper, and telephone books); glass
28 containers; aluminum beverage containers; small scrap and cast aluminum (not exceeding
29 sixty (60) pounds in weight nor two (2) feet in any dimension for any single item); steel
30 including "tin" cans and small scrap (not exceeding sixty (60) pounds in weight nor two (2)
31 feet in any dimension for any single item); bimetal containers; mixed plastics such as
32 plastic bags, plastic film, plastics (1-7), and bottles including containers made of HDPE,
33 LDPE, PET, or PVC; textiles; aseptic containers; polystyrene; and other materials that are
34 capable of being Recycled and that would otherwise be disposed of as Residential Solid
35 Waste.

36 **1.28 Recycle or Recycled.** Process and market in a manner that meets the
37 requirements of the California Integrated Waste Management Act, Public Resources Code

1 Section 40000 *et seq.*, for inclusion of the materials in the calculation of diversion from
2 landfill disposal for the purposes of the solid waste diversion requirements of the Act.
3 Recycle does not include transformation as described in Public Resources Code Section
4 41201, and does not include stockpiling or storage by CONTRACTOR or any other person.

5 **1.29 Recycling Cart.** A heavy plastic receptacle having a hinged tight-fitting lid
6 and wheels, that is approved by the City Representative for use by Service Recipients for
7 SFD Recycling Service and that is appropriately labeled as a Recycling Cart. The
8 specifications for Recycling Carts, including capacity, are set forth in **Exhibit 5** (“CART
9 SPECIFICATIONS AND PERFORMANCE CRITERIA”) to this Agreement.

10 **1.30 Residential Solid Waste.** Garbage and Rubbish resulting from the normal
11 activities at a Service Unit. Residential Solid Waste must be generated at the Service Unit
12 from which the Residential Solid Waste is collected and does not include items defined as
13 Exempt Waste.

14 **1.31 Residue.** Recyclable Materials that are delivered to the CONTRACTOR’s
15 Material Recovery Facility for Processing, but which were not Processed by the
16 CONTRACTOR in a manner that meets Market Specifications, and were subsequently
17 removed from the CONTRACTOR’s Materials Recovery Facility and Disposed. For
18 purposes of calculating diversion rates as specified in Article 9 of this Agreement,
19 “Recyclable Materials Processed and Sold” does not include Residue.

20 **1.32 Roll-Off Collection Service.** The collection of Roll-Off Containers
21 containing material other than Residential Solid Waste from SFD Service Units, Small
22 Civic Service Units or Businesses from SFD Service Units, Small Civic Service Units or
23 Businesses.

24 **1.33 Roll-Off Container.** A metal container that is normally loaded onto a motor
25 vehicle and transported to an appropriate facility.

26 **1.34 Rubbish.** All refuse, accumulation of paper, excelsior, rags, wooden boxes
27 and containers, sweep-ups and all other accumulations of a nature other than Garbage
28 and Yard Trimmings, resulting from the normal activities of a Service Unit. Rubbish must
29 be generated at the Service Unit from which the Rubbish is collected. Rubbish does not
30 include items defined as Exempt Waste.

31 **1.35 Service District or Districts.** Those areas designated as District A and
32 District C on the map set out in **Exhibit 2** (“RECYCLE PLUS SERVICE DISTRICTS”) to
33 this Agreement. (To be completed after award)

34 **1.36 Service Recipient.** A Business Service Unit, a Small Civic Service Unit, or
35 a resident of the City of San José residing in a SFD Service Unit, that receives services
36 pursuant to this Agreement.

37 **1.37 Service Unit.** Any Business Service Unit or SFD Service Unit.

1 **1.38 SFD Recycling Services.** SFD Recycling Collection Service, SFD Large
2 Item Collection Service, and SFD Used Oil Collection Service.

3 **1.39 SFD Large Item Collection Service.** The periodic on-call collection of
4 Large Items from SFD Service Units in the Service District(s) and the delivery of those
5 Large Items to the Disposal Facility, Materials Recovery Facility or such other facility as is
6 appropriate under the terms of this Agreement and approved in advance by the City
7 Representative. SFD Large Item Collection Service does not include the collection of
8 Large Items through the use of Roll-Off Containers.

9 **1.40 SFD Recycling Collection Service.** The collection of Recyclable Materials
10 from Service Units in the Service District(s), the delivery of those Recyclable Materials to a
11 Materials Recovery Facility, and the processing and marketing of those Recyclable
12 Materials.

13 **1.41 SFD Service Unit.** Any Dwelling Unit or Small Civic Service Unit in the
14 Service District(s) utilizing a Garbage Cart, any Dwelling Units in a Mixed Use Dwelling, or
15 any combination of Dwelling Units sharing Garbage Carts, for the accumulation and set-
16 out of Residential Solid Waste.

17 **1.42 SFD Used Oil Collection Service.** The collection of Used Oil in Used Oil
18 Containers and Used Oil Filters in Used Oil Filter Containers from SFD Service Units in the
19 Service District(s) and the appropriate disposition of the Used Oil and Used Oil Filters in
20 accordance with the requirements of this Agreement.

21 **1.43 Sludge.** The accumulated solids, residues, and precipitates generated as a
22 result of waste treatment or processing, including wastewater treatment, water supply
23 treatment, or operation of an air pollution control facility, and mixed liquids and solids
24 pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any
25 other such waste having similar characteristics or effects.

26 **1.44 Small Civic Service Unit.** Those neighborhood parks, fire stations, and
27 other CITY properties as set forth in **Exhibit 6** ("SMALL CIVIC SERVICE UNITS") to this
28 Agreement.

29 **1.45 Small Commercial Business.** A Business that generates less than one
30 cubic yard solid waste per week, and is included in the residential collection program.

31 **1.46 Sold** A market based transaction when the ownership of Recyclable
32 Materials changes from one legal entity to another, that is documented through the use of
33 a "bill of sale", "sales agreement", "cancelled checks", "invoice", or other appropriate
34 written documentation.

35 **1.47 Stable Matter.** Manure and other waste matter normally accumulated in
36 stables or in livestock or poultry enclosures.

1 **1.48 Transit Mall Zone.** The Transit Mall Zone described in San José Municipal
2 Code Section 9.10.1510 and as set forth in Exhibit 8 to this Agreement.

3 **1.49 Used Oil.** Any oil that has been refined from crude oil or has been
4 synthetically produced, and is no longer useful to the Service Recipient because of
5 extended storage, spillage or contamination with non-hazardous impurities such as dirt or
6 water; or has been used and as a result of such use has been contaminated with non-
7 hazardous physical or chemical impurities. Used Oil must be generated at the Service
8 Unit from which the Used Oil is collected. Used Oil does not include transmission fluid.

9 **1.50 Used Oil Container.** A plain copoly container that is at least four (4) quarts
10 in capacity, leak-proof, has a screw-on lid, has a label designating it for use as a Used Oil
11 Container, is approved by the City Representative, and is provided by CONTRACTOR for
12 the accumulation of Used Oil.

13 **1.51 Used Oil Filter.** Any oil filter that is no longer useful to the Service Recipient
14 because of extended storage, spillage or contamination with non-hazardous impurities
15 such as dirt or water; or has been used and as a result of such use has been contaminated
16 with non-hazardous physical or chemical impurities. Used Oil Filters must be generated at
17 the Service Unit from which the Used Oil Filter is collected.

18 **1.52 Used Oil Filter Container.** A six (6) mil poly bag with double track seal with
19 dimensions of at least fourteen and one-half (14.5) inches by eight (8) that has a label
20 designating it for use as a Used Oil Filter Container, is approved by the City
21 Representative, and is provided by CONTRACTOR for the accumulation of Used Oil
22 Filters.

23 **1.53 Work Day.** Any day, Monday through Friday, that is not designated as a
24 holiday pursuant to Section 3.05 of this Agreement, and any Saturday on which collection
25 occurs because of the holiday schedule adjustment described in Section 3.05.

26 **1.54 Yard Trimmings.** Any vegetative matter resulting from normal yard and
27 landscaping maintenance that is not more than five (5) feet in its longest dimension or six
28 (6) inches in diameter or weighs more than sixty (60) pounds and any natural Christmas
29 tree regardless of size and weight. Yard Trimmings includes sod; plant debris such as
30 palm, yucca and cactus; grass clippings; leaves; prunings; weeds; branches; brush;
31 Christmas trees; and other forms of horticultural waste generated at the Service Unit from
32 which the Yard Trimmings are collected. Yard Trimmings do not include items defined as
33 Exempt Waste.

34 **1.55 Yard Trimmings Processing Facility.** Any facility designed, operated and
35 legally permitted for the purpose of receiving, and processing Yard Trimmings and Large
36 Yard Trimmings.

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 Recycling 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 Recyclable Materials and Large Item Disposal by Service Recipients.**
10 Nothing in this Agreement shall be construed as requiring Service Recipients to set out
11 Recyclable Materials or Large Items for collection by CONTRACTOR. Service Recipients
12 may dispose of Recyclable Materials and Large Items by other appropriate means
13 including, but not limited to, taking Recyclable Materials or Large Items to drop-off facilities
14 and donating or selling such items to private or public entities.

15 **3.03 Service Standards.** CONTRACTOR shall perform all services under this
16 Agreement in a thorough and professional manner. Except as provided in Article 14, all
17 SFD Recycling Services described in this Agreement shall be performed regardless of
18 weather conditions or difficulty of collection. CONTRACTOR shall perform all additional
19 services described in this Agreement professionally, promptly and courteously.

20 **3.04 Labor and Equipment.** CONTRACTOR shall provide and maintain all
21 labor, equipment, tools, facilities, and personnel supervision required for the performance
22 of CONTRACTOR's obligations under this Agreement. CONTRACTOR shall at all times
23 have sufficient backup equipment and labor to fulfill CONTRACTOR's obligations under
24 this Agreement. No compensation for CONTRACTOR's services or for CONTRACTOR's
25 supply of labor, equipment, tools, facilities or supervision shall be provided or paid to
26 CONTRACTOR by CITY or by any Service Recipient except as expressly provided by this
27 Agreement.

28 **3.05 Holiday Service.** CITY observes Thanksgiving Day, December 25th, and
29 January 1st as legal holidays. CONTRACTOR shall not be required to provide services
30 under this Agreement or to maintain office hours on these designated holidays. In any
31 week in which one of these holidays falls on a Work Day, SFD Recycling Services for the
32 holiday and each Work Day thereafter will be delayed one Work Day for the remainder of
33 the week with normally scheduled Friday SFD Recycling Services being performed on
34 Saturday.

1 **3.06 Commingling of Materials Prohibited.**

2 3.06.1 Residential Solid Waste and Recyclable Materials.

3 CONTRACTOR shall not at any time commingle any Recyclable Materials collected
4 pursuant to this Agreement with any Residential Solid Waste without the express prior
5 written authorization of the City Representative.

6 3.06.2 Non-CITY Recyclable Materials. CONTRACTOR shall not

7 commingle, at any time, including at the Materials Recovery Facility, whether operated by
8 CONTRACTOR or an approved Subcontractor, Recyclable Materials collected pursuant to
9 this Agreement with any other materials, whether collected by CONTRACTOR or any other
10 person, without the express prior written authorization of the City Representative.

11 **3.07 Spillage and Litter.**

12 3.07.1 CONTRACTOR shall not litter premises in the process of providing

13 SFD Recycling Services or while its vehicles are on the road. CONTRACTOR shall
14 transport all Recyclable Materials, Large Items, or Used Oil and Used Oil Filters in such a
15 manner as to prevent the spilling or blowing of such waste from CONTRACTOR's vehicle.
16 CONTRACTOR shall exercise all reasonable care and diligence in providing SFD Recycling
17 Services so as to prevent spilling or dropping of Recyclable Materials, Large Items, or Used
18 Oil and Used Oil Filters during collection activity and shall immediately, at the time of
19 occurrence, clean up such spilled materials.

20 3.07.2 CONTRACTOR shall immediately cover with petroleum-absorbent

21 material all oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from
22 CONTRACTOR's operations or equipment repair and shall remove the debris and the
23 petroleum-absorbent material from the street surface before the end of the calendar day
24 immediately following the day of the spill. When necessary, CONTRACTOR shall apply a
25 suitable cleaning agent to the street surface to provide adequate cleaning.

26 3.07.3 Notwithstanding Sections 3.07.1 and 3.07.2 above,

27 CONTRACTOR shall clean up any spillage or litter caused by CONTRACTOR within two
28 (2) hours after notice from CITY. Such notice may be by telephone, e-mail, or facsimile.

29 3.07.4 To facilitate cleanup, CONTRACTOR's vehicles shall at all times

30 carry sufficient quantities of petroleum-absorbent materials, brooms and shovels, and
31 other appropriate cleanup materials or equipment.

1 fluctuation in the labor force; how excess material delivered to CONTRACTOR's Yard
2 Trimmings processing facility will be processed; and how coordination with the SFD Solid
3 Waste Services and the YT &RSS contractor(s) will be accomplished for the collection of
4 Christmas trees.

5 **5.03 General Provisions.**

6 5.03.1 Accessibility to Street. In those instances where a public or private
7 street within the Service District(s) is temporarily closed to vehicular traffic but is
8 accessible to pedestrian traffic, CONTRACTOR shall utilize pedestrian access to provide
9 SFD Recycling Service with no disruption of service to the Service Unit except as set forth
10 herein. Where a public or private street within the Service District(s) is temporarily closed
11 to vehicular traffic, CONTRACTOR shall not be required to utilize pedestrian access to
12 provide SFD Large Item Collection Services, but shall reschedule collection and shall
13 notify CITY and the Service Recipient of the rescheduled date for collection.

14 5.03.2 Frequency of Service. CONTRACTOR shall provide SFD
15 Recycling Collection Services to each Service Unit in the Service District(s) once every
16 week on a scheduled route basis. CONTRACTOR shall provide SFD Used Oil Collection
17 Services to each SFD Service Unit in the Service District(s) once every week on a
18 scheduled route basis. CONTRACTOR shall provide collection of Recyclable Materials,
19 Used Oil and Used Oil Filters, as appropriate, on the same Work Day as the collection of
20 Residential Solid Waste to that Service Unit is scheduled. Where the scheduled collection
21 day falls on a holiday, CONTRACTOR shall adjust the route schedule as set forth in
22 Section 3.05.

23 CONTRACTOR shall provide SFD Large Item Collection Service
24 on an on-call basis to those SFD Service Units in the Service District requesting the
25 service. CITY will notify CONTRACTOR of a request for SFD Large Item Collection
26 Service through the Consolidated Utility Billing System. Except where service must be
27 rescheduled as provided in Section 5.03.1, collection shall be made from the curbside
28 within ten (10) Work Days of notification to CONTRACTOR by CITY.

29 5.03.3 Hours of Collection. Except as set forth below, CONTRACTOR
30 shall provide SFD Recycling Services commencing no earlier than 6:00 a.m. and
31 terminating no later than 6:00 p.m., Monday through Friday, with no service on Saturday
32 (except for holiday service as set forth in Section 3.05 of this Agreement) or Sunday.

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

36 The hours, days, or both of collection set out above may be
37 extended due to extraordinary circumstances or conditions with the prior consent of the

1 City Representative. If such consent is given in any manner other than by written notice,
2 the City Representative shall provide written confirmation to CONTRACTOR within three
3 (3) Work Days.

4 Notwithstanding the above requirements, delivery of collected
5 materials to the Disposal Facility, Materials Recovery Facility or other appropriate facility
6 shall occur during the normal business hours of such facility unless other arrangements
7 have been made with the facility and have been approved in advance by the City
8 Representative.

9 5.03.4 Inventory. CONTRACTOR shall maintain an inventory of
10 Recycling Carts, Used Oil Containers and Used Oil Filter Containers in sufficient number
11 for CONTRACTOR to perform deliveries, repairs and exchanges of such equipment in a
12 timely manner.

13 5.03.5 Manner of Collection. CONTRACTOR shall provide all SFD
14 Recycling Collection and SFD Used Oil Collection Services with as little disturbance as
15 possible. Except in the case of on-premises service, CONTRACTOR shall leave any
16 Recycling Cart in an upright position at the same point from which its contents were
17 collected and shall leave replacement Used Oil Containers and Used Oil Filter Containers
18 at the point of collection, without obstructing alleys, roadways, driveways, sidewalks or
19 mail boxes. In the case of on-premises service, CONTRACTOR shall remove the
20 Recycling Cart and Used Oil and Used Oil Filter Containers from the back or side of the
21 Service Unit (or from such other location as agreed to by CONTRACTOR and the Service
22 Recipient), shall empty the contents into the collection vehicle, and shall return the
23 Recycling Cart and replacement containers to the location from which they were removed.

24 CONTRACTOR's employees providing SFD Recycling Services
25 shall follow the regular walk for pedestrians while on private property and shall not
26 trespass nor cross property to the adjoining premises unless the occupant or owner of both
27 properties has given permission. Care shall be taken to prevent damage to property,
28 including flowers, shrubs, and other plantings.

29 5.03.6 Spillage. CONTRACTOR shall not be responsible for cleaning up
30 sanitary conditions around Recycling Carts caused by the carelessness of the Service
31 Recipient; however, CONTRACTOR shall clean up any up any Recyclable Materials spilled
32 from a Recycling Cart by CONTRACTOR or its employees, and shall clean up any Large
33 Items or Yard Trimmings spilled or scattered by CONTRACTOR or its employees.

34 During transport, all Recyclable Materials, and Large Items shall
35 be contained, covered or enclosed so that leaking, spilling and blowing of the materials is
36 prevented. CONTRACTOR shall be responsible for the immediate cleanup of any spillage
37 caused by CONTRACTOR or its employees.

1 5.03.7 Inspections. CITY shall have the right to inspect the Materials
2 Recovery Facility during the MRF's normal business hours and shall also have the right to
3 inspect CONTRACTOR's collection vehicles and their contents at any time while operating
4 inside or outside the City of San José.

5 5.03.8 Reporting of Problems and Non-Collections. CONTRACTOR shall
6 use the Consolidated Utility Billing System on a daily basis to report all situations that
7 prevent or hinder collection, and all replacements, repairs and exchanges of Recycling
8 Carts. Except as otherwise provided in this Agreement, to the extent possible,
9 CONTRACTOR shall make such reports by the end of the Work Day in which the event
10 occurred; where it is not possible to make such reports by the end of the Work Day,
11 CONTRACTOR shall report such events no later than the end of the next Work Day.

12 **5.04 SFD Large Item Collection Service**. CONTRACTOR shall perform SFD
13 Large Item Collection Service in accordance with the following terms and conditions:

14 5.04.1 Conditions of Service. CONTRACTOR shall provide on-call SFD
15 Large Item Collection Service to all SFD Service Units in the Service District(s) whose
16 Large Items have been placed within three (3) feet of the curb, swale, paved surface of the
17 public roadway, closest accessible roadway, or other such location agreed to by
18 CONTRACTOR and the Service Recipient, that will provide safe and efficient accessibility
19 to the CONTRACTOR's collection crew and vehicle. CONTRACTOR shall notify the
20 Service Recipient in advance, either in writing or by telephone, of the specific Work Day
21 the service will be provided. Each set-out of three (3) Large Items shall be considered a
22 single collection for the purposes of invoicing.

23 5.04.2 Non-Collection. During the performance of any SFD Large Item
24 Collection Service, CONTRACTOR shall not be required to collect more Large Items from
25 an SFD Service Unit than specified by CITY when requesting CONTRACTOR to perform
26 the collection. In the event of non-collection, CONTRACTOR shall affix a Non-Collection
27 Notice to the uncollected Large Item(s) explaining why collection was not made.

28 If CONTRACTOR collects more Large Items than were specified
29 by CITY when requesting collection, CONTRACTOR shall use the Consolidated Utility
30 Billing System to report the number and type of the additional Large Items collected, the
31 address of the Service Unit where collection occurred, and the date and time of collection.
32 Such report shall be made not later than the end of the Work Day immediately following
33 the Work Day collection was made.

34 5.04.3 Maximum Reuse and Recycling. CONTRACTOR shall process
35 Large Items collected from Service Units pursuant to this Agreement in accordance with
36 the following hierarchy:

- 37 ■ Reuse as is (where energy efficiency is not compromised)

- 1 ▪ Disassemble for reuse or Recycling
- 2 ▪ Recycle
- 3 ▪ Disposal

4 CONTRACTOR shall not landfill such Large Items unless the
5 Large Items cannot be reused or Recycled.

6 5.04.4 Large Items Containing Freons. In the event CONTRACTOR
7 collects Large Items that contain Freons, CONTRACTOR shall handle such Large Items in
8 a manner such that the Large Items are not subject to regulation as Hazardous Waste
9 under applicable state and federal laws or regulations.

10 5.04.5 CITY Direction of Large Items. CITY reserves the right to direct
11 CONTRACTOR to take Large Items collected from Service Units to a designated site or
12 sites within fifty (50) miles of the city limits of the City of San José for the purpose of
13 permitting persons who will reuse or Recycle such Large Items to obtain the Large Items at
14 no cost. CONTRACTOR shall have no obligation to dispose of the Large Items or Large
15 Item residue remaining at the directed site or sites after reusers and recyclers have
16 removed reusable or recyclable Large Items.

17 **5.05 SFD Used Oil Collection Service.** CONTRACTOR shall perform SFD
18 Used Oil Collection Service in accordance with the following terms and conditions:

19 5.05.1 Conditions of Service. CONTRACTOR shall provide SFD Used Oil
20 Collection Service to all SFD Service Units in the Service District(s) utilizing Used Oil
21 Containers for the accumulation and set-out of Used Oil, and Used Oil Filter Containers for
22 the accumulation and set out of Used Oil Filters where the Used Oil Containers and Used
23 Oil Filter Containers have been placed within three (3) feet of the curb, swale, paved surface
24 of the public roadway, closest accessible roadway, or other such location agreed to by
25 CONTRACTOR and the Service Recipient, that will provide safe and efficient accessibility to
26 the CONTRACTOR's collection crew and vehicle. Participation by an SFD Service Unit in
27 SFD Used Oil Collection Service is completely voluntary and nothing in this Agreement shall
28 be construed to require participation by any SFD Service Unit.

29 5.05.2 On-Premises Service.

30 5.05.2.1 Non-Subscription On-Premises Service. Notwithstanding
31 any term or condition set forth in this Agreement, CONTRACTOR shall provide non-
32 subscription on-premises collection of Used Oil and Used Oil Filters to an SFD Service
33 Unit if the SFD Service Unit has been approved by the City Representative for non-
34 subscription on-premises SFD Solid Waste Collection Service.

35 5.05.2.2 Subscription On-Premises Service. Notwithstanding any
36 term or condition set forth in this Agreement, CONTRACTOR shall provide subscription on-

1 premises collection of Used Oil and Used Oil Filters to those SFD Service Units
2 subscribing to subscription on-premises SFD Solid Waste Service.

3 5.05.2.3 Collection Day. CONTRACTOR shall provide on-premises
4 SFD Used Oil Collection Service on the same Work Day that curbside Used Oil Collection
5 Service would otherwise be provided to the SFD Service Unit.

6 5.05.3 Non-Collection. CONTRACTOR shall not be required to collect
7 material placed in Used Oil Containers or Used Oil Filter Containers unless the material is
8 Used Oil or Used Oil Filters. In the event of non-collection, CONTRACTOR shall affix to
9 the Used Oil Container or Used Oil Filter Container a Non-Collection Notice explaining why
10 collection was not made. If non-collection is because the material placed in the Used Oil
11 Container or the Used Oil Filter Container was identified by CONTRACTOR as a
12 Hazardous Waste, prior to leaving the Service Unit CONTRACTOR shall notify CITY's
13 Division of Code Enforcement of the non-collection. If non-collection is because the Used
14 Oil or Used Oil Filter was placed in an improper container, CONTRACTOR shall also leave
15 Used Oil Containers or Used Oil Filter Containers in a number sufficient to contain the
16 uncollected Used Oil (but not exceeding sixteen (16) quarts) or Used Oil Filters (but not
17 exceeding two (2) Used Oil Filters) along with the Non-Collection Notice.

18 5.05.4 Courtesy Notice. CONTRACTOR shall be required to collect any
19 Used Oil or Used Oil Filters that are placed in a Used Oil Containers or Used Oil Filter
20 Container. CONTRACTOR may affix to the Recycling Cart a Courtesy Notice informing
21 the Service Recipient that collection was completed even though containers may not have
22 been set out by the Service Recipient according to program instructions.

23 5.05.5 Spillage. CONTRACTOR shall carry petroleum-absorbent material
24 on all Used Oil collection vehicles and shall clean up any Used Oil that spills or leaks prior
25 to or during collection, or that spills or leaks during the time the Used Oil or Used Oil Filter
26 is in the collection vehicle. CONTRACTOR shall remove and properly dispose of all such
27 Used Oil and the petroleum-absorbent material.

28 5.05.6 Used Oil Containers and Used Oil Filter Containers. Within five (5)
29 Work Days of receipt of a verbal request from CITY or an SFD Service Unit,
30 CONTRACTOR shall, at CONTRACTOR's sole cost and expense, provide the SFD
31 Service Unit where the customer resides with Used Oil Containers and Used Oil Filter
32 Containers in the number requested by CITY or the SFD Service Unit but not exceeding a
33 number sufficient to hold sixteen (16) quarts of Used Oil and two (2) Used Oil Filters.

34 At the time CONTRACTOR collects Used Oil from an SFD Service
35 Unit, CONTRACTOR shall, at CONTRACTOR's sole cost and expense, leave at the
36 premises one (1) Used Oil Container for each Used Oil Container collected and one (1)
37 Used Oil Filter Container for each Used Oil Filter Container collected. CONTRACTOR
38 shall keep the outside of all Used Oil Containers and Used Oil Filter Containers clean and

1 may re-use the containers until the condition of the container makes it inappropriate for re-
2 use.

3 5.05.7 Segregation of Used Oil. CONTRACTOR shall at all times keep all
4 Used Oil and Used Oil Filters collected pursuant to this Agreement segregated from other
5 materials. CONTRACTOR shall also keep all Used Oil and Used Oil Filters collected
6 pursuant to this Agreement segregated from all other Used Oil and Used Oil Filters
7 collected by CONTRACTOR or generated by CONTRACTOR until all CITY-required data
8 has been collected and recorded by CONTRACTOR. Such segregation includes
9 segregation in the collection vehicles, in the holding tanks at the processing facility and all
10 times the Used Oil and Used Oil Filters are in CONTRACTOR's possession.

11 5.05.8 Used Oil Processing. CONTRACTOR shall Recycle the Used Oil
12 and Used Oil Filters collected pursuant to this Agreement only with persons who are
13 authorized by the State of California to Recycle oil. CONTRACTOR shall Recycle all such
14 Used Oil and Used Oil Filters to the extent feasible and shall, in accordance with
15 applicable state and federal law and at CONTRACTOR's own cost and expense, properly
16 dispose of all Used Oil and Used Oil Filters that cannot be Recycled.

17 **5.06 SFD Recycling Collection Service.** CONTRACTOR shall perform SFD
18 Recycling Collection Service in accordance with the following terms and conditions:

19 5.06.1 Conditions of Service. CONTRACTOR shall provide SFD
20 Recycling Collection Service to all Service Units in the Service District(s) whose
21 Recyclable Materials are properly containerized in a Recycling Cart, where the Recyclable
22 Materials have been placed within three (3) feet of the curb, swale, paved surface of the
23 public roadway, closest accessible roadway, or other such location agreed to by
24 CONTRACTOR and the Service Recipient, that will provide safe and efficient accessibility
25 to the CONTRACTOR's collection crew and vehicle. In the event the Service Recipient
26 produces more Recyclable Materials than can fit in the Recycling Cart, CONTRACTOR
27 shall collect such excess Recyclable Materials as are set out beside the Recycling Cart in
28 an additional container whose loaded weight does not exceed sixty (60) pounds, or in the
29 case of corrugated cardboard, as is placed beside the Recycling Cart.

30 5.06.2 Recyclable Materials Overflow. In the case of repeated set-outs of
31 excess Recyclable Materials, CONTRACTOR shall contact the Service Recipient to
32 arrange for an appropriate change in Recycling Cart size or the provision of additional
33 Recycling Carts.

34 In the event CONTRACTOR cannot successfully contact the
35 Service Recipient after three attempts, or cannot reach an agreement with such Service
36 Recipient regarding the change in service, CONTRACTOR shall utilize the Consolidated
37 Utility Billing System to provide the City Representative with the details of the set-outs of
38 excess Recyclable Materials, and the attempts at communication with the Service

1 Recipient. The City Representative shall respond to CONTRACTOR's report and make a
2 final written determination. Within ten (10) Work Days of receipt of the City
3 Representative's written determination, CONTRACTOR shall exchange the Recycling Cart
4 or shall provide additional Recycling Carts to the extent required by such written
5 determination.

6 5.06.3 On-Premises Service.

7 5.06.3.1 Non-Subscription On-Premises Service. Notwithstanding
8 any term or condition set forth in this Agreement, CONTRACTOR shall provide on-
9 premises collection of Recyclable Materials to a SFD Service Unit if the SFD Service Unit
10 has been approved by the City Representative for non-subscription on-premises SFD Solid
11 Waste Service.

12 5.06.3.2 Subscription On-Premises Service. Notwithstanding any
13 term or condition set forth in this Agreement, CONTRACTOR shall provide subscription on-
14 premises collection of Recyclable Materials to those SFD Service Units subscribing to
15 subscription on-premises SFD Recycling Collection Service.

16 5.06.3.3 Collection Day. CONTRACTOR shall provide on-premises
17 SFD Recycling Service on the same Work Day that curbside collection would otherwise be
18 provided to the Service Recipient.

19 5.06.4 Recycling - Improper Procedure. Except as set forth in this
20 Section 5.06.4, CONTRACTOR shall not be required to collect Recyclable Materials if the
21 Service Recipient does not segregate the Recyclable Materials from Residential Solid
22 Waste. If Recyclable Materials are contaminated through commingling with Residential
23 Solid Waste, CONTRACTOR shall, if practical, separate the Residential Solid Waste from
24 the Recyclable Materials. The Recyclable Materials shall then be collected and the
25 Residential Solid Waste shall be left in the Recycling Cart along with a Non-Collection
26 Notice explaining why the Residential Solid Waste is not considered a Recyclable Material.

27 In the event the Recyclable Materials and Residential Solid Waste
28 are commingled to the extent that they cannot be separated by CONTRACTOR or the
29 nature of the Residential Solid Waste renders the entire contents of the Recycling Cart
30 contaminated, CONTRACTOR will leave the Recycling Cart un-emptied along with a Non-
31 Collection Notice that contains instructions on the proper procedures for setting out
32 Recyclable Materials. In the event CONTRACTOR leaves the Recycling Cart un-emptied,
33 CONTRACTOR shall utilize the Consolidated Utility Billing System to provide the City
34 Representative with the details of the excess contamination. In the event the Recycling
35 Cart is left un-emptied more than three (3) times during three (3) consecutive months, the
36 City Representative will work with CONTRACTOR to resolve the situation.

1 5.06.5 Courtesy Notice. Except as set forth in Section 5.06.4 above,
2 CONTRACTOR shall be required to collect any Recyclables Materials that are placed in a
3 Recycling Cart even if placement of cart causes CONTRACTOR to move it to facilitate
4 collection. CONTRACTOR may affix to the Recycling Cart a Courtesy Notice informing the
5 Service Recipient that collection was completed even though containers may not have
6 been set out by the Service Recipient according to program instructions.

7 5.06.6 Purchase and Distribution of Recycling Carts.

8 CONTRACTOR shall purchase and distribute fully assembled and
9 functional Recycling Carts to new Service Units that are added to CONTRACTOR's
10 Service District(s) during the term of this Agreement. The number of Recycling Carts and
11 the size of each Recycling Cart to be distributed will be in accordance with the information
12 provided by the CITY and except as provided in Section 4.03 of this Agreement,
13 CONTRACTOR shall complete the distribution within five (5) Work Days of receipt of the
14 information. If directed by the City Representative, CONTRACTOR will provide multiple
15 Recycling Carts to a Service Unit. Recycling Carts shall be affixed with the CITY recycling
16 logo, and shall meet the specifications set forth in Exhibit 5.

17 5.06.7 Replacement of Recycling Carts. CONTRACTOR's employees
18 shall take care to prevent damage to Recycling Carts by unnecessary rough treatment.
19 Any Recycling Cart damaged by CONTRACTOR shall be replaced by CONTRACTOR, at
20 CONTRACTOR's expense, within five (5) Work Days at no cost or inconvenience to the
21 Service Recipient and at no cost to CITY.

22 Upon notification to CONTRACTOR by the City Representative or
23 a Service Recipient that the Service Recipient's Recycling Cart has been stolen or that it
24 has been damaged beyond repair through no fault of CONTRACTOR, CONTRACTOR
25 shall deliver a replacement Recycling Cart to such Service Recipient within five (5) Work
26 Days of the notification.

27 Each Service Recipient shall be entitled to the replacement of one
28 (1) lost, destroyed, or stolen Recycling Cart during the term of this Agreement at no cost to
29 the Service Recipient or CITY. Except in the case of a Recycling Cart that must be
30 replaced because of damage caused by CONTRACTOR or in the case where
31 CONTRACTOR elects to replace a Recycling Cart rather than repair it on-site,
32 CONTRACTOR shall be compensated for the cost of those replacements in excess of one
33 (1) per Service Recipient during the term of this Agreement, in accordance with the "Cart
34 Exchanges in Excess of Once per Year" service rate set forth in **Exhibit 1**
35 ("COMPENSATION RATES"), as adjusted under the terms of this Agreement.
36 CONTRACTOR understands and agrees that this provision is intended to be applied on a
37 per Service Recipient basis, not a per Service Unit basis.

1 5.06.8 Repair of Recycling Carts. CONTRACTOR shall be responsible
2 for repair of Recycling Carts in the areas to include, but not be limited to, hinged lids,
3 wheels and axles. Within ten (10) Work Days of notification by CITY or a Service
4 Recipient of the need for such repairs, CONTRACTOR shall repair the Recycling Cart or if
5 necessary, remove the Recycling Cart for repairs and deliver a replacement Recycling Cart
6 to the Service Recipient.

7 5.06.9 Recycling Cart Exchange. With ten (10) Work Days of notification
8 to CONTRACTOR by CITY or a Service Recipient that a change in the size of a Recycling
9 Cart is required, CONTRACTOR shall deliver a replacement Recycling Cart to the Service
10 Recipient, and remove the Recycling Cart being replaced. Each Service Unit shall be
11 eligible to receive one (1) free Recycling Cart exchange per Agreement Year during the
12 term of this Agreement, as extended. CONTRACTOR shall be compensated for the cost
13 of those exchanges in excess of one (1) per Agreement Year, in accordance with the "Cart
14 Exchanges in Excess of Once per Year" service rate set forth in Exhibit 1, as adjusted
15 under the terms of this Agreement.

16 5.06.10 Ownership of Recycling Carts. Recycling Carts in the possession
17 of a Service Unit as of July 1, 2007, and all Recycling Carts distributed by CONTRACTOR
18 during the term of this Agreement shall be the property of CONTRACTOR.
19 CONTRACTOR shall retain ownership of such Recycling Carts during the term of this
20 Agreement. Upon the expiration or termination of this Agreement, CONTRACTOR shall
21 transfer to CITY and CITY shall obtain ownership of all Recycling Carts that are in the
22 possession of a Service Unit on the date of such expiration or termination.
23 CONTRACTOR shall retain ownership of all Recycling Carts in CONTRACTOR's
24 possession at the expiration or termination of this Agreement.

25 5.06.11 Materials Recovery Facility. CONTRACTOR shall transport and
26 deliver all Recyclable Materials collected as a result of performing SFD Recycling Services
27 to the Materials Recovery Facility. In the event the Materials Recovery Facility is unable to
28 accept delivery of the Recyclable Materials, CONTRACTOR shall deliver the Recyclable
29 Materials to such other appropriate facility as is approved in advance by the City
30 Representative. CONTRACTOR's failure to comply with this provision shall result in the
31 levy of an administrative charge as specified in Article 17 of this Agreement and may result
32 in CONTRACTOR being in default under this Agreement.

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

21 6.03.2 Audit Information. The route audits shall include the following
22 information for each collection route:

- 23 ▪ The cart size and address of the Service Recipient where the cart was
24 audited.
- 25 ▪ The route number, the date of the audit, and the starting and ending
26 times of collection during the audit.
- 27 ▪ The number of Service Units on the route.
- 28 ▪ The number of Service Units participating on the date of the audit and
29 the number and type (Recyclable Materials, Used Oil & Used Oil
30 Filters) of collections.
- 31 ▪ The number of contaminated Recycling Carts and the number of
32 Service Units that set out overages.
- 33 ▪ The number of over filled carts, and the address of the Service
34 Recipient where the cart was audited.
- 35 ▪ The number of carts that need repair or replacement, and the address
36 of the Service Recipient where the cart was audited.

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- 1 ▪ The number of collection vehicles used on the route by vehicle type
2 (e.g., rear loader truck, side-loading truck), and the number of trips
3 made by each vehicle to the Materials Recovery Facility.
- 4 ▪ The tonnage of Recyclable Materials, and the time of arrival and
5 departure of each vehicle at the Materials Recovery 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

1 of the test samples, and coordinating collection routes and activities so as not to interfere
2 with the study.

3 **ARTICLE 7. COLLECTION EQUIPMENT**

4 **7.01 Equipment Specifications.**

5 7.01.1 General Provisions. All collection equipment used by
6 CONTRACTOR in the performance of services under this Agreement shall be of high
7 quality. The vehicles shall be designed and operated so as to prevent collected materials
8 from escaping from the vehicles. All hoppers shall be closed on top and on all sides with
9 screening material to prevent collected materials from leaking, blowing or falling from the
10 vehicles. All trucks and containers shall be watertight and shall be operated so that liquids
11 do not spill during collection or in transit.

12 Except in the case of collection of Large Items, all collection
13 vehicles utilized by CONTRACTOR pursuant to this Agreement shall provide automated or
14 semi-automated collection except where such service is not feasible because of
15 topographic or other physical factors. The determination that automated or semi-
16 automated collection vehicles are not feasible shall be made by the City Representative
17 after consultation with CONTRACTOR. Where automated or semi-automated services are
18 not feasible, CONTRACTOR shall consult with the City Representative regarding the
19 collection equipment to be utilized.

20 7.01.2 Clean Air Vehicles. During the term of this Agreement, to the extent
21 required by law, CONTRACTOR shall provide its Collection Service vehicles to be in full
22 compliance with local, State and federal clean air requirements that were adopted or
23 proposed to be adopted, including, but not limited to, the California Air Resources Board
24 Heavy Duty Engine Standards as currently proposed to be contained in CCR Title 13,
25 Section 2021 et seq.; the Federal EPA's Highway Diesel Fuel Sulfur regulations and any
26 other applicable air pollution control laws.

27 7.01.3 Lubricants. Except as approved in writing by the Director of
28 Environmental Services on an individual vehicle basis, CONTRACTOR shall utilize re-
29 refined motor oil and re-refined hydraulic oil in all vehicles used by CONTRACTOR in the
30 performance of this Agreement.

31 7.01.4 Large Items. Vehicles used for collection of Large Items shall not
32 use compaction mechanisms or mechanical handling equipment that may damage
33 reusable goods or release Freons or other gases from pressurized appliances, prior to
34 sorting by a CITY-approved process.

35 7.01.5 Collection Vehicles. CONTRACTOR shall not use any collection
36 vehicle older than model year 2001, and shall not use any collection vehicle that is more

1 that six (6) years old or has more than 250,000 miles unless such vehicle is a Rebuilt
2 Vehicle.

3 7.01.6 Safety Markings and Devices. All collection equipment used by
4 CONTRACTOR in providing collection services under this Agreement shall have
5 appropriate safety markings including, but not limited to, highway lighting, flashing and
6 warning lights, and clearance lights. All such safety markings and devices shall be in
7 accordance with the requirements of the California Vehicle Code, as may be amended
8 from time to time, and shall be subject to the approval of the City Representative.

9 7.01.7 Vehicle Signage and Painting. Collection vehicles shall be painted
10 and numbered consecutively without repetition and shall have CONTRACTOR's name,
11 CITY's customer service telephone number, (408) 535-3500 or such other number as is
12 provided to CONTRACTOR by the City Representative, and the number of the vehicle
13 painted in letters of contrasting color, at least four (4) inches high, on each side and the
14 rear of each vehicle. CITY may specify the format of the alpha-numeric numbering
15 sequence to be used, so that all vehicles have a unique identifier. No advertising shall be
16 permitted on the collection vehicles other than the name of CONTRACTOR and
17 promotional advertisement of the Recycle Plus Program. Collection vehicles shall be
18 painted white and vehicle striping and logos shall be painted CONTRACTOR's primary
19 corporate color. CONTRACTOR shall repaint all collection vehicles (including the vehicles'
20 striping) during the term of this Agreement on a frequency as necessary to maintain a
21 positive public image as reasonably determined by the City Representative, but not less
22 often than every thirty (30) months beginning July 1, 2007.

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

32 **7.02 Collection Vehicle Noise Level.** The noise level generated by collection
33 vehicles using compaction mechanisms during the stationary compaction process shall not
34 exceed seventy-five (75) decibels at a distance of twenty-five (25) feet from the collection
35 vehicle measured at an elevation of five (5) feet above ground level using the "A" scale of
36 the standard sound level meter at slow response. CONTRACTOR shall cause each
37 collection vehicle to be tested no less than once every three (3) years during the months
38 of March and April, beginning March of 2008. CONTRACTOR shall maintain copies of
39 certificates of testing showing the results of the vehicle testing and shall make such

1 certificates available for inspection upon request by the City Representative.
2 CONTRACTOR shall not use any collection vehicle that does not meet the noise level
3 limitations of this Section.

4 **7.03 Vehicle Registration, Licensing and Inspection.** All vehicles used by
5 CONTRACTOR in the performance of services under this Agreement shall be in compliance
6 with all registration, licensing and inspection requirements of the California Highway Patrol,
7 the California Department of Motor Vehicles, and any other applicable laws or regulations.
8 CONTRACTOR shall maintain copies of all certificates and reports evidencing
9 compliance, and shall make such certificates and reports available for inspection upon
10 request by the City Representative. CONTRACTOR shall not use any vehicle to perform
11 Collection Services that is not in compliance with applicable registration, licensing and
12 inspection requirements.

13 **7.04 Equipment Maintenance.** CONTRACTOR shall maintain all collection
14 equipment in a clean condition, free of graffiti and in good repair at all times. All parts and
15 systems of the collection equipment shall operate properly and be maintained in good
16 working order. CONTRACTOR shall wash all collection vehicles at least once a week
17 using recycled water. All washings shall be conducted in a manner that conforms to the
18 BMP Guidelines for Non-Point Source Pollutants in the publication entitled *Storm Water*
19 *Best Management Practices Handbook for Industrial Commercial.*

20 **7.05 Maintenance Log.** CONTRACTOR shall maintain a maintenance log for all
21 collection vehicles. The log shall at all times be accessible to CITY via computer, or by
22 physical inspection upon request of the City Representative, and shall show, at a
23 minimum, each vehicle's CONTRACTOR-assigned identification number, date purchased
24 or initial lease, dates of performance of routine maintenance, dates of performance of any
25 additional maintenance, and description of additional maintenance performed.

26 **7.06 Equipment Inventory.**

27 7.06.1 On or before October 1, 2006, CONTRACTOR shall submit to the
28 City Representative preliminary estimates of the equipment required for CONTRACTOR to
29 perform the services described in this Agreement. CITY may provide written comments on
30 the preliminary estimates within ten (10) Work Days of receipt of the estimates from
31 CONTRACTOR. CONTRACTOR shall respond in writing to any CITY comments within
32 thirty (30) Work Days of receipt of comments from CITY.

33 7.06.2 On or before June 15, 2007, CONTRACTOR shall provide to the
34 City Representative an inventory of collection vehicles and major equipment used by
35 CONTRACTOR in the performance of services under this Agreement. The inventory shall
36 indicate each vehicle by CONTRACTOR-assigned identification number, DMV license
37 number, the age of the chassis and body, mileage, type of fuel used, the type and capacity
38 of each vehicle, the number of vehicles by type, the date of acquisition, the decibel rating

1 and the maintenance and rebuilt status. CONTRACTOR shall submit to CITY an updated
2 inventory annually or more often at the request of the City Representative. Each inventory
3 shall also include the tare weight of each vehicle as determined by weighing at a public
4 scale and not at a disposal or other facility scale used by CONTRACTOR. The specific
5 procedure for performing the tare weighing shall be subject to the approval of the City
6 Representative. Each vehicle inventory shall be accompanied by a certification by
7 CONTRACTOR that all vehicles meet the requirements of this Agreement.

8 **7.07 Reserve Equipment.** CONTRACTOR shall have available to it, at all times,
9 reserve collection equipment which can be put into service and operation within one (1)
10 hour of any breakdown. Such reserve equipment shall correspond in size and capacity to
11 the equipment used by CONTRACTOR to perform services pursuant to this Agreement.

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

13 **8.01 Billing and Collection of Payments.** CITY shall be responsible for the
14 billing and collection of payments from Service Units for all SFD Recycling Services.

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

19 **8.02.1 Review of Monthly Invoice by CONTRACTOR.** CONTRACTOR
20 shall review the monthly invoice prepared by CITY and within ten (10) Work Days of
21 receipt of the invoice, CONTRACTOR shall notify the City Representative of any
22 discrepancies or deficiencies in said invoice.

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

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

10 8.02.3 Partial Month Service. If, during a month, a Service Unit is added
11 to or deleted from CONTRACTOR's Service Unit list, the billing for such Service Unit shall
12 be pro-rated as follows: (1) if the Service Unit was eligible to receive SFD Recycling
13 Service for at least sixteen (16) calendar days during the month, CONTRACTOR shall be
14 compensated for that Service Unit at the full monthly rate set out in Exhibit 1; and (2) if the
15 Service Unit was eligible to receive SFD Recycling Service for less than sixteen (16)
16 calendar days during the month, CONTRACTOR shall not be compensated for that
17 Service Unit for that month.

18 8.02.4 Payments. CITY shall make no payment for any SFD Service Unit
19 (including Small Civic Service Units) or Business Service Unit that is not included on the
20 list of SFD Service Units, Small Civic Service Units, and Business Service Units
21 maintained by CITY.

22 **8.03 Payments to CONTRACTOR**. Beginning for services performed during the
23 month of July 2007, CITY shall pay CONTRACTOR for services performed in accordance
24 with this Agreement at the service rates set forth in Exhibit 1 as such rates may be
25 adjusted pursuant to this Agreement. Except as otherwise provided in this Agreement,
26 CITY shall make monthly payments to CONTRACTOR within thirty (30) calendar days of
27 CONTRACTOR's approval of CITY's invoice. In the event there are any amounts listed on
28 the invoice which remain in dispute after CONTRACTOR and CITY complete the
29 Resolution of Discrepancies process set forth in Section 8.02.2 above, CITY shall pay to
30 CONTRACTOR the amounts accepted by the City Representative or the Director of
31 Environmental Services, as appropriate. CITY shall not make any payments to any
32 CONTRACTOR's subcontractors.

33 8.03.1 Wire Transfers. At the request of CONTRACTOR, CITY will
34 make monthly invoice payments and/or additional payments by wire transfer to
35 CONTRACTOR's bank account or accounts as are designated by CONTRACTOR. CITY
36 may deduct CITY's costs of the wire transfers from the monthly payment otherwise due
37 to CONTRACTOR.

1 **8.04 Adjustments To Rates Using Refuse Rate Index (RRI)**

2 8.04.1 Refuse Rate Index (RRI). Beginning on July 1, 2008, and annually
3 thereafter, CONTRACTOR shall, subject to compliance with all provisions of this Article,
4 receive an annual adjustment in the following service rates as set forth in Exhibit 1 to this
5 Agreement.

- 6 ▪ SFD Recycling Service, collection (line A.1)
- 7 ▪ SFD Used Oil Collection Service (line A.2.)
- 8 ▪ Subscription On-Premises Collection (line B.1)
- 9 ▪ Cart Exchanges in Excess of Once per Year (line B.2)
- 10 ▪ Large Item Collection (line B.3)

11 8.04.2 At the start of the second year of this Agreement (July 1, 2008),
12 and annually thereafter during the term of this Agreement, the service rates set forth in
13 Section 8.04.1 above shall be increased or decreased by the percentage change in the
14 Refuse Rate Index (RRI) from the base month, which shall be December of the prior
15 preceding year, to December of the immediately preceding year as contained in the most
16 recent release of the source documents listed in **Exhibit 3** ("REFUSE RATE INDEX") to
17 this Agreement. Therefore, the first rate adjustment will be based on the percentage
18 change between the December 2006 indices and the December 2007 indices.

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

33 8.04.4 Annual adjustments shall be made only in units of one cent
34 (\$0.01). Fractions of less than one cent (\$0.01) shall not be considered in making
35 adjustments. The indices shall be truncated at four (4) decimal places for the adjustment
36 calculations.

1 8.04.5 If CONTRACTOR's failure to submit the financial information
2 required by Section 8.04.3 is the result of extraordinary or unusual circumstances as
3 demonstrated by CONTRACTOR to the satisfaction of CITY's Director of Environmental
4 Services, CITY, at its sole discretion, may consider the request for the annual RRI rate
5 adjustment.

6 8.04.6 As of June 1, 2008, and annually thereafter during the term of this
7 Agreement, the City Representative shall notify CONTRACTOR of the RRI adjustment to
8 the affected service rates to take place on the subsequent July 1st.

9 **8.05 Service Unit Counts.** CITY will utilize the Consolidated Utility Billing
10 System to maintain the customer database from which the SFD Service Unit and Small
11 Civic Service Unit counts will be derived. In the event CONTRACTOR does not agree with
12 the SFD Service Unit count or the Small Civic Service Unit count as maintained by CITY,
13 CONTRACTOR may, at any time but not more often than once per Agreement Year,
14 request that CITY and CONTRACTOR perform a joint route audit of the SFD Service
15 Units, Small Commercial Business Service Units and/or the Small Civic Service Units in
16 the Service District(s). Such audit shall be at no cost to CITY other than labor costs for
17 CITY staff.

18 **8.06 Withholding of Payment.** In addition to express provisions contained
19 elsewhere in this Agreement, CITY may withhold from any payment otherwise due to
20 CONTRACTOR such amount as is reasonably determined by CITY as necessary to
21 protect CITY's interest, or, if CITY so elects, may withhold or retain all or a portion of any
22 monthly payment or refund payment for any of the following reasons. CITY shall provide
23 written notice to CONTRACTOR of the reason for withholding of payments.

- 24 ▪ Unsatisfactory progress of the work not caused by any condition
25 beyond CONTRACTOR's control;
- 26 ▪ Defective work not corrected;
- 27 ▪ CONTRACTOR's failure to carry out instructions or orders of the City
28 Representative;
- 29 ▪ Execution of work not in accordance with this Agreement;
- 30 ▪ Claims filed by or against CONTRACTOR or reasonable evidence
31 indicating probable filing of claims;
- 32 ▪ Failure of CONTRACTOR to make payments to any subcontractor for
33 material or labor;
- 34 ▪ Unsafe working conditions allowed to persist by CONTRACTOR;
- 35 ▪ Failure of CONTRACTOR to provide route schedules and other
36 reports as required by CITY; or

1 9.02.3 The protocol for determining the tons of materials Sold, the tons of
2 materials collected, and the tons of materials that are attributable to each Service District
3 will be determined by CITY in consultation with CONTRACTOR.

4 **9.03 Residential Recyclable Materials (RRM) Diversion Incentive Payment**
5 **Calculation.**

6 9.03.1 CITY shall pay CONTRACTOR a Residential Recyclable Materials
7 Diversion Incentive Payment for each calendar year in which CONTRACTOR exceeds the
8 applicable RRM diversion standard. CONTRACTOR's eligibility for the annual RRM
9 Diversion Incentive Payment shall be determined by CITY based on the results of the data
10 submitted by CONTRACTOR through the Consolidated Utility Billing System during the
11 preceding calendar year, as verified by CITY. CONTRACTOR's eligibility for the annual
12 RRM Diversion Incentive Payment shall be determined separately for each District. In the
13 event CONTRACTOR is determined to be eligible for the annual RRM Diversion Incentive
14 Payment for a District, such payment shall be calculated as follows:

- 15 ▪ For each one percent (1%) above the RRM diversion standard, CONTRACTOR will
16 receive an amount equal to one-half percent (1/2%) of the prior calendar year
17 payments made by CITY to CONTRACTOR.

18 9.03.2 If CONTRACTOR meets the eligibility requirements for the RRM
19 Diversion Incentive Payment for a particular calendar year, CITY shall make the annual
20 RRM diversion incentive payment to CONTRACTOR on or before August 1st following the
21 end of the calendar year in which the RRM Diversion Incentive Payment was earned.

22 **9.04 Residential Recyclable Materials (RRM) Diversion Disincentive**
23 **Deduction Calculation.**

24 9.04.1 CITY shall make a Residential Recyclable Materials Diversion
25 Disincentive deduction for each calendar year in which CONTRACTOR fails to achieve the
26 applicable RRM diversion standard. CONTRACTOR's annual RRM Diversion Disincentive
27 deduction shall be determined by CITY based on the results of the data submitted by
28 CONTRACTOR through the Consolidated Utility Billing System during the preceding
29 calendar year, as verified by CITY. CONTRACTOR's annual RRM Diversion Disincentive
30 deduction shall be determined separately for each District. In the event CONTRACTOR is
31 determined to owe the annual RRM Diversion Disincentive deduction for a District, such
32 deduction shall be calculated as follows:

- 33 ▪ For each one (1%) below the applicable RRM diversion standard, CITY
34 will deduct an amount equal to one-half percent (1/2%) of the prior
35 calendar year payments made by CITY to CONTRACTOR.

36 9.04.2 If CONTRACTOR fails to meet the applicable RRM diversion
37 standard for a particular calendar year, CITY shall make a RRM Diversion Disincentive

1 deduction from payments due to CONTRACTOR on or before March 1st following the end
2 of the calendar year in which CONTRACTOR did not meet the RRM diversion standard.

3 **ARTICLE 10. CONTRACTOR DISPOSAL ALLOCATION**

4 **10.01 CONTRACTOR's Acknowledgement.** CONTRACTOR acknowledges that
5 CITY will not arrange for or pay for the disposal of Residue from Recyclable Materials or
6 Large Items (except those directed to another location pursuant to Section 5.04.5), or
7 Used Oil processing. The disposal of all such materials is the sole responsibility of
8 CONTRACTOR.

9 **ARTICLE 11. RECYCLABLE MATERIALS PROCESSING**

10 **11.01 Materials Recovery Facility.** CONTRACTOR shall provide the Materials
11 Recovery Facility for processing all Recyclable Materials collected pursuant to this
12 Agreement. CONTRACTOR shall Process or cause an approved subcontractor to Process
13 all Recyclable Materials to meet the Market Specifications. CONTRACTOR acknowledges
14 that many material markets (end-users, paper mills, etc.) have mill or user-specific
15 specifications that may be more stringent than the ISRI specifications, and CONTRACTOR
16 further acknowledges that it shall be responsible for CONTRACTOR or CONTRACTOR's
17 approved subcontractor meeting any such other more stringent specifications in order to
18 meet the diversion standards as specified in Article 9 of this Agreement.

19 11.01.1 CONTRACTOR shall ensure or shall cause CONTRACTOR'S
20 processing subcontractor to ensure, that representatives of CITY have access to the
21 Materials Recovery Facility during normal business hours.

22 11.01.2 CONTRACTOR shall not, or shall cause CONTRACTOR'S
23 processing subcontractor to not, commingle Recyclable Materials collected pursuant to this
24 Agreement with any Recyclables Materials not collected pursuant to this Agreement during
25 collection, delivery or Processing at the MRF, except in accordance with the protocol
26 included as **Exhibit 15** ("MATERIALS RECOVERY FACILITY DELIVERY AND
27 PROCESSING PROTOCOL").

28 11.01.3 Use of Subcontractor(s). CONTRACTOR acknowledges that this
29 Article 11 applies to CONTRACTOR and all subcontractors CONTRACTOR may use to
30 Process Recyclable Materials.

31 11.01.4 Capacity and Reporting Requirements. CONTRACTOR shall
32 ensure there is sufficient capacity at the Materials Recovery Facility to Process, and store
33 until marketed, all Recyclable Materials collected by CONTRACTOR pursuant to this
34 Agreement during any one-week collection period. CONTRACTOR shall maintain
35 procedures, records and internal controls to preclude the commingling of Recyclable

1 Materials collected pursuant to this Agreement with any and all other materials delivered to
2 the Materials Recovery Facility and to ensure complete, accurate and timely recording and
3 reporting of Recyclable Materials processing. At a minimum, CONTRACTOR shall
4 perform or shall caused to be performed, all of the following:

- 5 ▪ All Recyclable Materials shall be weighed upon delivery to the Materials
6 Recovery Facility and all weight (gross and tare) and related delivery
7 information, including date, time, material type, route and truck number, shall
8 be recorded and reported to the CITY as specified in **Exhibit 10** (“DATA AND
9 REPORTING REQUIREMENTS”) of this Agreement .
- 10 ▪ All processed Recyclable Materials shall be weighed after baling,
11 containerizing or other processing and the weights shall be recorded and
12 reported to the CITY as specified in Exhibit 10.
- 13 ▪ The weights of all materials received, the weights of all materials Processed,
14 the weights of all materials Sold, the weights of all materials stored, and
15 weights of all materials disposed as residue shall be reconciled on a weekly
16 basis.
- 17 ▪ Each bale shall be tagged with a bale tag that contains at a minimum: a non-
18 repeating identification number and material type.
- 19 ▪ All scales shall be registered with the County Department of Weights and
20 Measures and shall be regularly maintained to ensure their reliability and
21 continued functioning. Current certificates of registration, inspection reports
22 and all maintenance records shall be made available for review by CITY
23 upon receipt of written request from the City Representative. Scales shall be
24 operated in the same manner as required by State weigh master regulations.

25 **11.02 Disposal of Residue.** CONTRACTOR shall properly dispose of any and all
26 Residue remaining from the processing of Recyclable Materials. Such disposal shall be at
27 CONTRACTOR’s sole cost and expense. The Residue shall not be included in the
28 disposal capacity provided by CITY pursuant to Article 10 of this Agreement.

29 **11.03 Alternate Processing Facility.** CONTRACTOR shall secure Processing
30 capacity at an alternative facility, approved by the City Representative, for use in the event
31 the Materials Recovery Facility is closed on a Work Day because of the order of a
32 regulatory agency having jurisdiction over the Materials Recovery Facility or the Materials
33 Recovery Facility is unable to process Recyclable Materials in accordance with the
34 requirements of this Agreement. In the event the Materials Recovery Facility is unable to
35 store the amount of material required by Section 11.01.1, CONTRACTOR, at
36 CONTRACTOR’s sole cost and expense, may arrange for alternate storage capacity at a
37 facility approved in advance by the City Representative, provided that all material collected

1 pursuant to this Agreement shall be kept segregated from all other material at the alternate
2 facility and provided that the materials shall be transported to the Materials Recovery
3 Facility for Processing unless another arrangement is approved in advance by the City
4 Representative.

5 **11.04 Transformation of Recyclable Materials.** CONTRACTOR acknowledges
6 that the California Integrated Waste Management Act requires solid waste diversion from
7 landfill disposal and that transformation, as defined in Public Resources Code Section
8 40201, is not an acceptable method for meeting said diversion requirements.
9 CONTRACTOR shall not Process by means of transformation any Recyclable Materials
10 collected under this Agreement, nor shall CONTRACTOR ship, transport, deliver or
11 otherwise make available any such Recyclable Materials to any person for the purpose of
12 transformation, without the express prior written authorization of CITY's Director of
13 Environmental Services. This restriction shall remain in force regardless of any change in
14 the definition of transformation or in the ability of CITY to count transformation as diversion
15 under State law.

16 **11.05 Use as Alternative Daily Cover.** CONTRACTOR shall ensure that the
17 Recyclable Materials collected pursuant to this Agreement is neither disposed of in a landfill
18 nor utilized as alternative daily cover (ADC) at a landfill or other landfill application without
19 prior written consent from CITY's Director of Environmental Services.

20 **ARTICLE 12. SERVICE INQUIRIES AND COMPLAINTS**

21 **12.01 CONTRACTOR's Office.** CONTRACTOR shall maintain an office within the
22 municipal limits of the City of San José where inquiries and complaints can be received.
23 Such office shall be open during the normal business hours of 8:00 a.m. to 6:00 p.m. on all
24 Work Days, and from 8:00 a.m. until all collection routes have been completed on those
25 Saturdays when collection services are performed pursuant to this Agreement.
26 CONTRACTOR shall ensure that responsible persons are in charge of the office during
27 collection hours, and are available to receive inquiries and complaints during normal
28 business hours.

29 **12.02 Telephone Requirements.** CONTRACTOR's office shall be equipped with
30 sufficient telephones that all collection service-related calls received during normal
31 business hours are answered by an employee within five (5) rings. CONTRACTOR shall
32 provide either a telephone answering service or mechanical device to receive Service
33 Recipient inquiries during those times when CONTRACTOR's office is closed. Calls
34 received after normal business hours shall be addressed before 12:00 noon on the next
35 Work Day.

1 **12.03 Emergency Contact.** CONTRACTOR shall provide the City Representative
2 with an emergency phone number where CONTRACTOR's representative authorized to
3 act on CONTRACTOR's behalf can be reached outside of the required office hours.

4 **12.04 Multilingual/TDD Service.** CONTRACTOR shall at all times maintain the
5 capability of responding to telephone calls in English, Spanish or Vietnamese and such
6 other languages as the City Representative may reasonably require. CONTRACTOR shall
7 at all times maintain the capability of responding to telephone calls through
8 Telecommunications Device for the Deaf (TDD) Services.

9 **12.05 Service Recipient Calls.** During normal business hours, CONTRACTOR
10 shall maintain a telephone answering system capable of accepting at least fifteen (15)
11 incoming calls at one time. CITY will direct service inquiries and complaints to
12 CONTRACTOR through the Consolidated Utility Billing System. CONTRACTOR shall
13 record all calls including any inquiries, service requests and complaints into the
14 Consolidated Utility Billing System. Any such call received via CONTRACTOR's
15 answering service shall be recorded in the Consolidated Utility Billing System no later than
16 12:00 noon on the following Work Day.

17 CONTRACTOR shall answer all incoming calls within five (5) rings. Any
18 caller "on-hold" in excess of one and one-half (1.5) minutes shall have the option to remain
19 "on-hold" or to be switched to a message center where the caller can leave a message.
20 CONTRACTOR's customer service representatives shall return Service Recipient calls as
21 provided in this Section 12.05. For all messages left before 3:00 p.m., CONTRACTOR
22 shall attempt all "call backs" at least one time prior to 6:00 p.m. on the day of the call. For
23 messages left after 3:00 p.m., CONTRACTOR shall attempt all "call backs" at least one
24 time prior to noon the next Work Day. CONTRACTOR shall make a minimum of three (3)
25 attempts within twenty-four (24) hours of the receipt of the call. If CONTRACTOR is
26 unable to reach the Service Recipient on the next Work Day, CONTRACTOR shall send a
27 postcard to the Service Recipient on the second Work Day after the call was received,
28 indicating that CONTRACTOR has attempted to return the call. All attempts to contact the
29 caller shall be recorded and provided to the CITY in electronic format.

30 **12.06 Service Complaints.**

31 12.06.1 CONTRACTOR shall handle all service complaints in a prompt and
32 efficient manner. In the case of a dispute between CONTRACTOR and a Service
33 Recipient, CONTRACTOR will refer the matter to the City Representative for review. The
34 City Representative will review the matter and make a determination as to the resolution of
35 the dispute.

36 12.06.2 For those complaints related to missed collections that are
37 received by CONTRACTOR by 3:00 p.m. on a Work Day, CONTRACTOR will return to the
38 Service Unit address and collect the missed materials before leaving the Service District

1 for the day. For those complaints related to missed collections that are received by
2 CONTRACTOR after 3:00 p.m. on a Work Day, CONTRACTOR shall have until the end of
3 the following Work Day to collect the materials. For those complaints related to repair or
4 replacement of carts, the appropriate provisions of Article 5 of this Agreement shall apply.
5 At the end of each Work Day CONTRACTOR shall utilize the Consolidated Utility Billing
6 System to provide the City Representative with a response to each complaint which was
7 received from a Service Recipient or CITY in the event the complaint was made by CITY,
8 during the preceding Work Day.

9 **12.07 Missed Collections.** CONTRACTOR acknowledges and agrees that it is in
10 the best interest of CITY that all Residential Waste, Recyclable Materials, and Yard
11 Trimmings be collected on the scheduled collection day. Accordingly, CONTRACTOR will
12 remedy missed collections as set forth in Section 12.06.2 above regardless of the reason
13 that the collection was missed. However, in the event a Service Recipient requests missed
14 collection service more than two (2) times in any consecutive two (2) month period, CITY
15 will work with CONTRACTOR to determine an appropriate resolution to that situation. In
16 the event CONTRACTOR believes any complaint to be without merit, CONTRACTOR shall
17 notify the City Representative immediately. The City Representative will investigate all
18 disputed complaints and render a written determination within ten (10) Work Days of
19 receipt of CONTRACTOR's notification.

20 **12.08 Customer Service Representative Training.** All of CONTRACTOR's
21 customer service representatives shall be required to attend training as may be provided
22 by CITY. The City Representative shall coordinate with CONTRACTOR to schedule such
23 training.

24 **ARTICLE 13. ADDITIONAL SERVICES**

25 **13.01 Public Education and Outreach Program ("PEOP").** Beginning
26 September 30, 2007, and annually thereafter during the term of this Agreement,
27 CONTRACTOR, at its own expense, shall prepare, submit and implement an annual
28 (calendar year) PEOP that is in addition to CITY's Public Education and Outreach
29 Program. CONTRACTOR shall submit the proposed PEOP annually for CITY approval no
30 later than September 30th with plans for the next calendar year. The PEOP must include a
31 minimum of four (4) public education campaigns per calendar year, designed to increase
32 diversion and resident participation. Campaigns should target "problem" areas of
33 CONTRACTOR's Service District where improvements can be maximized. Targets of
34 outreach should be based on local trends and patterns based on information obtained by
35 both CITY and CONTRACTOR staff. Required elements of the annual PEOP are listed in
36 Exhibit 11 to this Agreement.

1 13.01.1 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 Recycling
4 Services programs. The notice shall contain at a minimum description of the materials to
5 be collected; procedures for setting out the materials; maps of the Service Districts
6 indicating the days for SFD Large Items Collection Service, SFD Used Oil Collection
7 Service, and SFD Recycling Collection Service and the CITY customer service phone
8 number. The notice shall be provided in English, Spanish, Vietnamese, and other
9 languages as reasonably directed by the City Representative and, if requested by the
10 CITY, shall be distributed by CONTRACTOR no later than December 15th of each calendar
11 year during the contract.

12 13.01.2 Collection Program Magnet. Each calendar year during the
13 term of this Agreement, CONTRACTOR shall produce and distribute or contribute to
14 production and distribution of a magnet to the Service Units. The magnet shall describe
15 the days of the month on which SFD Recycling Services will be provided. CONTRACTOR
16 shall submit the design of the magnet for approval by the City Representative prior to
17 production. If requested by the CITY, the magnet shall be distributed by CONTRACTOR
18 once each calendar during the term of the Agreement.

19 **13.02 News Media Relations.** CONTRACTOR shall notify the City
20 Representative by fax or phone of all requests for news media interviews related to the
21 Recycle Plus Program within twenty-four (24) hours of CONTRACTOR's receipt of the
22 request. Before responding to any inquiries involving Recycle Plus-related issues or any
23 issues likely to affect participation or Service Recipient perception of services,
24 CONTRACTOR will discuss CONTRACTOR's proposed response with the City
25 Representative.

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

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

35 **13.03 Pilot Programs.**

36 13.03.1 CITY may request CONTRACTOR to conduct pilot test programs
37 that temporarily change the collection method, the type of service, or the service schedule
38 for a portion of the Service Units in CONTRACTOR's Service District(s). A pilot test

1 program shall be limited to no more than ten percent (10%) of the Service Units in the
2 Service District(s) and to a term of no more than eighteen (18) months unless otherwise
3 specifically agreed by CONTRACTOR and CITY's Director of Environmental Services.
4 CONTRACTOR shall perform any additional record keeping required by a pilot test
5 program. If CONTRACTOR agrees to perform a pilot test program, CONTRACTOR and
6 CITY's Director of Environmental Services shall execute a letter of agreement prior to the
7 start of the pilot test program. The letter of agreement shall set forth the terms of the pilot
8 test program including program costs, program operating parameters, and program
9 duration.

10 13.03.2 If a pilot test program affects the cost of providing collection
11 services, the program costs set forth in the letter of agreement may include an adjustment
12 to the monthly payments otherwise payable to CONTRACTOR under this Agreement to
13 reflect the benefits and/or burdens of the pilot test program. The adjustment shall be set
14 so as to capture any increase or decrease in CONTRACTOR's direct operating costs
15 resulting from the pilot test program. "Direct operating costs" include planning costs; labor
16 expense, including supervision (wages, employment taxes, and fringe benefits); materials,
17 supplies and fuel; and amortized costs of new equipment purchased or equipment
18 modified for the pilot test program. Any increases in direct operating costs must be
19 established by CONTRACTOR and must be capable of verification by an independent
20 auditor.

21 **13.04 Other Programs and Services.** CONTRACTOR shall provide other
22 services and programs related to the Recycle Plus Program as requested by CITY at a
23 price to be mutually agreed upon between CONTRACTOR and the Director of
24 Environmental Services. In the event CONTRACTOR and the Director of Environmental
25 Services cannot reach a mutually agreed upon price for the requested service or program
26 within sixty (60) calendar days of CITY's request, CITY shall have the right to procure the
27 service of other vendors or contractors to provide the requested service.

28 **ARTICLE 14. EMERGENCY SERVICE PROVISIONS**

29 **14.01 Route Variances.** In the event of a tornado, major storm, earthquake, fire,
30 natural disaster, or other such event, the City Representative may grant CONTRACTOR a
31 variance from regular routes and schedules. As soon as practicable after such event,
32 CONTRACTOR shall advise the City Representative when it is anticipated that normal
33 routes and schedules can be resumed. The CITY shall make an effort through the local
34 news media to inform the public when regular services may be resumed. Clean-up from
35 some events may require that CONTRACTOR hire additional equipment, employ
36 additional personnel, or work existing personnel on overtime hours to clean debris
37 resulting from the event. CONTRACTOR shall receive additional compensation, above the

1 normal compensation contained in this Agreement, to cover the costs of rental equipment,
2 additional personnel, overtime hours and other documented expenses based on the rates
3 set forth in Exhibit 1 to this Agreement, provided CONTRACTOR has first secured written
4 authorization and approval from the City Representative.

5 **14.02 Collection Services.** CONTRACTOR may be required to provide SFD
6 Recycling Services on an emergency services basis prior to July 1, 2007. If CITY requires
7 CONTRACTOR to provide such emergency services, CONTRACTOR shall be
8 compensated for such services at the service rates set forth on Exhibit 1 to this
9 Agreement.

10 **ARTICLE 15. REPORTING AND BILLING SYSTEM REQUIRMENTS**

11 **15.01 Requirements.** CONTRACTOR shall provide and record operating and
12 customer service data elements as set forth in Exhibit 10 of this Agreement.
13 CONTRACTOR is required to communicate with the CITY's PeopleSoft Revenue
14 Management System (Consolidated Utility Billing System) either via an internet portal or
15 using an electronic interface as described in **Exhibit 13** (CONTRACTOR ELECTRONIC
16 INTERFACE REQUIREMENTS) of this Agreement.

17 15.01.1 The Consolidated Utility Billing System includes the basic functions
18 CONTRACTOR needs in order to perform its customer service and specific operational
19 services. CONTRACTOR access is limited to customer information, service location
20 service type and service level information, collection days, and field activities. CITY shall
21 have access to all the information available to CONTRACTOR and, additionally, will control
22 access to the financial and billing functions of the Consolidated Utility Billing System.

23 15.01.2 CITY will maintain all service location and property owner
24 information. New service locations will be added into the database by CITY. CITY will also
25 have and control the property ownership database that is used to update property owner
26 records.

27 **15.02 Field Activity Descriptions.** CONTRACTOR shall use the field activity
28 descriptions that have been set up in the Consolidated Utility Billing System by CITY. CITY
29 will provide field activity descriptions for all the services provided under this Agreement.

30 **15.03 Reports.**

31 15.03.1 CITY Reports. Except as set forth in this Agreement or as
32 requested by the City Representative, CITY shall generate operational reports and
33 information required to provide payment to CONTRACTOR, including the monthly invoice.
34 CONTRACTOR will have access to reports and information through the Consolidated
35 Utility Billing System related to the Service District(s) that are necessary, in the opinion of
36 the City Representative, for CONTRACTOR's operations and for providing information

1 requested by CITY. CONTRACTOR will have access to the Consolidated Utility Billing
2 System's report writer function.

3 15.03.2 CONTRACTOR Reports. CONTRACTOR shall submit reports
4 through the Consolidated Utility Billing System for daily collection data and processing data
5 as described in Exhibit 10. CONTRACTOR shall submit to the City Representative
6 quarterly and annual reports containing the information, in the format, and at the times
7 described in Exhibit 10.

8 **ARTICLE 16. NONDISCRIMINATION & WAGE POLICY**

9 **16.01 Nondiscrimination**. In the performance of all work and services under this
10 Agreement, CONTRACTOR shall not discriminate against any person on the basis of such
11 person's race, sex, color, national origin, religion, marital status or sexual orientation or
12 disability. CONTRACTOR shall comply with all applicable local, state and federal laws and
13 regulations regarding nondiscrimination, including those prohibiting discrimination in
14 employment.

15 **16.02 Wage Policy**. CONTRACTOR and its approved subcontractors, as set forth
16 on **Exhibit 9**, ("APPROVED SUBCONTRACTORS") shall pay those employees performing
17 work related to this Agreement those specified wage rates as set forth in **Exhibit 12**
18 ("WAGE POLICY") and shall meet the documentation and reporting requirements set forth
19 therein.

20 **ARTICLE 17. QUALITY OF PERFORMANCE OF CONTRACTOR**

21 **17.01 Intent**. CONTRACTOR acknowledges and agrees that among CITY's
22 primary goals in entering into this Agreement are to ensure that the SFD Recycling
23 Services are of the highest caliber, that Service Recipient satisfaction remains at the
24 highest level, that maximum diversion levels are achieved, and that materials collected are
25 put to the highest and best use to the extent possible.

26 **17.02 Service Supervisor**. CONTRACTOR shall assign a qualified supervisor to
27 be in charge of the SFD Recycling Services within the Service District(s) and shall provide
28 the name of that person in writing to the City Representative on or before May 1, 2007,
29 and annually by July 1st of each subsequent Agreement Year of the term of this
30 Agreement, and any other time the person in that position changes. The supervisor shall
31 be physically located in the Service District(s) and available to the Contract Manager
32 through the use of telecommunication equipment at all times that CONTRACTOR is
33 providing SFD Recycling Services. In the event the supervisor is unavailable due to illness
34 or vacation, CONTRACTOR shall designate an acceptable substitute who shall be
35 available and who has the authority to act in the same capacity as the supervisor.

1 **17.03 Contract Manager.** CONTRACTOR shall designate a Contract Manager
2 and shall provide the name of that person in writing to the City Representative within thirty
3 (30) calendar days of the Effective Date of this Agreement, and annually by July 1st of each
4 subsequent Agreement Year of this Agreement and any other time the person in that
5 position changes. The Contract Manager shall be available to the City Representative, the
6 City Manager and CITY's Director of Environmental Services through the use of
7 telecommunications equipment at all times that CONTRACTOR is providing SFD
8 Recycling Services in the Service District(s). The Contract Manager shall provide CITY
9 with an emergency phone number where the Contract Manager can be reached outside of
10 normal business hours.

11 **17.04 Administrative Charges.** It shall be the duty of CONTRACTOR to perform
12 services under this Agreement in such a manner as to implement practices, policies and
13 procedures designed to achieve the goals set forth in Section 17.01 above. In the event
14 CONTRACTOR fails to perform the services as set forth in this Agreement, CITY may
15 assess an administrative charge against CONTRACTOR and may deduct such charge
16 from any monies due or which may become due to CONTRACTOR in the following
17 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.

List of Administrative Charges (Applies to Each Service District)		
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 inside and outside the City of San José.	\$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.
p.	Failure to deliver or exchange carts within the time required by this Agreement.	\$100.00 per incident per Work Day.
q.	Failure to provide adequate primary and alternate capacity to accept and process Recyclable Materials.	\$1,000.00 per Work Day.
r.	Failure of CONTRACTOR's field personnel to carry photographic identification or wear uniform shirts.	\$100.00 per incident per Work Day.
s.	Disposal of Recyclable Materials in the Disposal Facility without first obtaining the required permission of CITY.	\$500.00 per occurrence
t.	Failure to provide required communications equipment.	\$100.00 per incident per Work Day.
u.	Failure to 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
v.	Failure to deliver any collected materials to the Materials Recovery Facility, or Yard Trimmings Processing Facility, except as otherwise expressly provided in this Agreement.	\$5,000 first failure \$25,000 each subsequent failure
w.	Failure to meet the minimum Large Item diversion requirements of this Agreement (calculated per calendar year per Service District).	Diversion less than 50% \$10,000 per District
x.	Failure to comply with the provisions of the "plans" set forth in Exhibit 7 to this Agreement.	\$500 per incident per Work Day.
y.	Failure to follow the Materials Recovery Delivery and Processing protocol as attached in Exhibit 15 of this Agreement.	\$1,000 per incident per Work Day

1 19.03.2 Automobile Liability: \$3,000,000 combined single limit per
2 accident for bodily injury and property damage.

3 19.03.3 Workers' Compensation and Employers Liability: Workers'
4 Compensation limits as required by the California Labor Code and Employers Liability
5 limits of \$3,000,000 per accident.

6 19.03.4 Hazardous Waste and Environmental Impairment Liability:
7 \$3,000,000 per occurrence.

8 **19.04 Deductibles and Self-Insured Retention.** Any deductibles or self-insured
9 retention must be declared to, and approved by, CITY's Risk Manager. At the option of
10 CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retention
11 as respects CITY, its officers, employees, agents and contractors; or CONTRACTOR shall
12 procure a bond guaranteeing payment of losses and related investigations, claim
13 administration and defense expenses in an amount specified by CITY's Risk Manager.

14 **19.05 Endorsements.** The policies are to contain, or be endorsed to contain, the
15 following provisions:

16 19.05.1 General Liability and Automobile Liability Coverage.

17 19.05.1.1 The City of San José, its officers, employees, agents and
18 contractors are to be covered as additional insureds as respects: Liability arising out of
19 activities performed by, or on behalf of, CONTRACTOR; products and completed
20 operations of CONTRACTOR; premises owned, leased or used by CONTRACTOR; and
21 automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall
22 contain no special limitations on the scope of protection afforded to CITY, its officers,
23 employees, agents and contractors.

24 19.05.1.2 CONTRACTOR's insurance coverage shall be primary
25 insurance as respects CITY, its officers, employees, agents and contractors. Any
26 insurance, or self-insurance maintained by CITY, its officers, employees, agents or
27 contractors shall be in excess of CONTRACTOR's insurance and shall not contribute
28 with it.

29 19.05.1.3 Any failure to comply with reporting provisions of the
30 policies shall not affect coverage provided to CITY, its officers, employees, agents, or
31 contractors.

32 19.05.1.4 Coverage shall state that CONTRACTOR's insurance
33 shall apply separately to each insured against whom claim is made or suit is brought,
34 except with respect to the limits of the insurer's liability.

35 19.05.2 All Coverages. Each insurance policy required by this Agreement
36 shall be endorsed to state that coverage shall not be suspended, voided, canceled, or

1 reduced in limits except after thirty (30) days prior written notice has been given to CITY's
2 Risk Manager.

3 **19.06 Acceptability of Insurers.** Insurance is to be placed with insurers
4 acceptable to CITY's Risk Manager.

5 **19.07 Verification of Coverage.** CONTRACTOR shall furnish CITY with
6 certificates of insurance and with original endorsements affecting coverage required by this
7 Agreement. The certificates and endorsement for each insurance policy are to be signed
8 by a person authorized by that insurer to bind coverage on its behalf. CONTRACTOR
9 shall furnish CITY with a new certificate of insurance and endorsements on each renewal
10 of coverage or change of insurer

11 19.07.1 Proof of insurance shall be mailed to the following address or
12 any subsequent address as may be directed in writing by the CITY's Risk Manager:

13
14 Risk Management
15 Finance
16 City of San José
17 200 East Santa Clara Street,
18 San José, California 95113-1905

19 **19.08 Subcontractors.** CONTRACTOR shall include all subcontractors as
20 insureds under its policies or shall obtain separate certificates and endorsements for each
21 subcontractor.

22 **19.09 Modification of Insurance Requirements.** The insurance requirements
23 provided in this Agreement may be modified or waived by CITY's Risk Manager, in writing,
24 upon the request of CONTRACTOR if CITY's Risk Manager determines such modification
25 or waiver is in the best interest of CITY considering all relevant factors, including exposure
26 to CITY.

27 **19.10 Rights of Subrogation.** All required insurance policies shall preclude any
28 underwriter's rights of recovery or subrogation against CITY with the express intention of
29 the parties being that the required insurance coverage protects both parties as the primary
30 coverage for any and all losses covered by the above-described insurance.
31 CONTRACTOR shall ensure that any companies issuing insurance to cover the
32 requirements contained in this Agreement agree that they shall have no recourse against
33 CITY for payment or assessments in any form on any policy of insurance. The clauses
34 "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or
35 Suit" as it appears in any policy of insurance in which CITY is named as an additional
36 insured shall not apply to CITY.

ARTICLE 20. INDEMNIFICATION

1

2 **20.01 Indemnification.** CONTRACTOR shall indemnify and hold harmless CITY,
3 CITY's contractors, and CITY's public officials, officers, directors, employees, agents and
4 other contractors of each of them, from and against any and all claims, costs, losses and
5 damages (including but not limited to all fees and charges of engineers, architects,
6 attorneys and other professionals as well as all Court or other dispute resolution costs),
7 liabilities, expenditures or causes of action of any kind (including negligent, reckless, willful
8 or intentional acts or omissions of CONTRACTOR, any subcontractor, any supplier, or any
9 person or organization directly or indirectly employed by any of them to perform or furnish
10 any services or anyone for whose acts any of them may be liable), arising from, relative to
11 or caused by the performance of the services under this Agreement. This indemnity
12 includes but is not limited to claims attributable to bodily injury, sickness, disease or death
13 and to injury or destruction of tangible property. CONTRACTOR agrees, at
14 CONTRACTOR's expense, after written notice from the City Attorney, to defend any action
15 against CITY that falls within the scope of this indemnity, or CITY, at CITY's option, may
16 elect not to tender such defense and may elect instead to secure its own attorneys to
17 defend any such action and the reasonable costs and expenses of such attorneys incurred
18 in defending such action shall be payable by CONTRACTOR. Additionally, if
19 CONTRACTOR, after receipt of written notice from the CITY, fails to make any payment
20 due under this Agreement to CITY, CONTRACTOR shall pay any reasonable attorneys'
21 fees or costs incurred by CITY in securing any such payment from CONTRACTOR.
22 Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of
23 written notice by CONTRACTOR from CITY that such amount is due, be made by
24 CONTRACTOR prior to CITY being required to pay same, or in the alternative, CITY, at
25 CITY's option, may make payment of an amount so due and CONTRACTOR shall
26 promptly reimburse CITY for same.

27 **20.02 Consideration.** It is specifically understood and agreed that the
28 consideration inuring to CONTRACTOR for the execution of this Agreement includes the
29 promises, payments, covenants, rights and responsibilities contained in this Agreement.

30 **20.03 Obligation.** The execution of this Agreement by CONTRACTOR shall
31 obligate CONTRACTOR to comply with the foregoing indemnification provision; however,
32 the collateral obligation of providing insurance must also be complied with as set forth in
33 Article 20 above.

34 **20.04 Subcontractors.** CONTRACTOR shall require all subcontractors to enter
35 into a contract containing the provisions set forth in Section 20.01 in which contract the
36 subcontractor fully indemnifies CITY in accordance with this Article.

37 **20.05 Exception.** Notwithstanding Sections 20.01, 20.02 and 20.03 above,
38 CONTRACTOR's obligation to indemnify, hold harmless and defend CITY, its officers and

1 employees shall not extend to any loss, liability, penalty, complaint, damage, action or suit
2 arising or resulting from acts or omissions constituting willful misconduct or gross
3 negligence on the part of CITY, its officers or employees.

4 **20.06 Damage by CONTRACTOR.** If CONTRACTOR's employees or
5 subcontractors cause any injury, damage or loss to CITY property, including but not limited
6 to CITY streets or curbs (excepting normal wear and tear), CONTRACTOR shall reimburse
7 CITY for CITY's cost of repairing such injury, damage or loss. Such reimbursement is not
8 in derogation of any right of CITY to be indemnified by CONTRACTOR for any such injury,
9 damage or loss. With the prior written approval of CITY's Director of Environmental
10 Services, CONTRACTOR may repair the damage at CONTRACTOR's sole cost and
11 expense.

12 **ARTICLE 21. DEFAULT OF AGREEMENT**

13 **21.01 Termination.** CITY may terminate this Agreement, except as otherwise
14 provided below in this Article, by giving CONTRACTOR thirty (30) calendar days advance
15 written notice, to be served as provided in Section 23.20, upon the happening of any one
16 of the following events:

17 21.01.1 CONTRACTOR shall take the benefit of any present or future
18 insolvency statute, or shall make a general assignment for the benefit of creditors, or file a
19 voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for
20 its reorganization or the readjustment of its indebtedness under the Federal bankruptcy
21 laws or under any other law or statute of the United States or any state thereof, or consent
22 to the appointment of a receiver, trustee or liquidator of all or substantially all of its
23 property; or

24 21.01.2 By order or decree of a Court, CONTRACTOR shall be adjudged
25 bankrupt or an order shall be made approving a petition filed by any of its creditors or by
26 any of the stockholders of CONTRACTOR, seeking its reorganization or the readjustment
27 of its indebtedness under the Federal bankruptcy laws or under any law or statute of the
28 United States or of any state thereof, provided that if any such judgment or order is stayed
29 or vacated within sixty (60) calendar days after the entry thereof, any notice of default shall
30 be and become null, void and of no effect; unless such stayed judgment or order is
31 reinstated in which case, said default shall be deemed immediate; or

32 21.01.3 By, or pursuant to, or under the authority of any legislative act,
33 resolution or rule or any order or decree of any Court or governmental board, agency or
34 officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control
35 of all or substantially all of the property of CONTRACTOR, and such possession or control
36 shall continue in effect for a period of sixty (60) calendar days; or

1 21.01.4 CONTRACTOR has defaulted, by failing or refusing to pay in a
2 timely manner the administrative charges or other monies due CITY and said default is not
3 cured within thirty (30) calendar days of receipt of written notice by CITY to do so; or

4 21.01.5 CONTRACTOR has defaulted by allowing any final judgment for
5 the payment of money to stand against it unsatisfied and said default is not cured within
6 thirty (30) calendar days of receipt of written notice by CITY to do so; or

7 21.01.6 In the event that the monies due CITY under Section 21.01.4
8 above or an unsatisfied final judgment under Section 21.01.5 above is the subject of a
9 judicial proceeding, CONTRACTOR shall not be in default if the sum of money is bonded.
10 All bonds shall be in a form acceptable to the City Attorney; or

11 21.01.7 CONTRACTOR has defaulted, by failing or refusing to perform or
12 observe the terms, conditions or covenants in this Agreement or any of the rules and
13 regulations promulgated by CITY pursuant thereto or has wrongfully failed or refused to
14 comply with the instructions of the City Representative relative thereto and said default is
15 not cured within thirty (30) calendar days of receipt of written notice from CITY to do so, or
16 if by reason of the nature of such default, the same cannot be remedied within thirty (30)
17 calendar days following receipt by CONTRACTOR of written demand from CITY to do so,
18 CONTRACTOR fails to commence the remedy of such default within said thirty (30)
19 calendar days following such written notice or having so commenced shall fail thereafter to
20 continue with diligence the curing thereof (with CONTRACTOR having the burden of proof
21 to demonstrate (a) that the default cannot be cured within thirty (30) calendar days, and (b)
22 that it is proceeding with diligence to cure said default, and such default will be cured
23 within a reasonable period of time). However, notwithstanding anything contained herein
24 to the contrary, for the failure of CONTRACTOR to provide SFD Recycling Services for a
25 period of three (3) consecutive Work Days, CITY may secure CONTRACTOR's records
26 and SFD Recycling Services equipment on the fourth (4th) Work Day in order to provide
27 interim SFD Recycling Services until such time as the matter is resolved and
28 CONTRACTOR is again able to perform pursuant to this Agreement; provided, however, if
29 CONTRACTOR is unable for any reason or cause to resume performance at the end of
30 thirty (30) calendar days, all liability of CITY under this Agreement to CONTRACTOR shall
31 cease and this Agreement may be deemed terminated upon notice by the City Manager.
32 In the event CITY secures CONTRACTOR's equipment in order to provide interim
33 services, ownership of such equipment shall remain with CONTRACTOR and shall not
34 transfer to CITY.

35 **21.02 Violations.** Notwithstanding the foregoing and as supplemental and
36 additional means of termination of this Agreement under this Article, in the event that
37 CONTRACTOR's record of performance shows that CONTRACTOR has frequently,
38 regularly or repetitively defaulted in the performance of any of the covenants and
39 conditions required herein to be kept and performed by CONTRACTOR, in the opinion of

1 the City Manager and regardless of whether CONTRACTOR has corrected each individual
2 condition of default, CONTRACTOR shall be deemed a "habitual violator", shall be
3 deemed to have waived the right to any further notice or grace period to correct, and all of
4 said defaults shall be considered cumulative and collectively shall constitute a condition of
5 irredeemable default. The City Manager shall thereupon issue CONTRACTOR a final
6 warning citing the circumstances therefore, and any single default by CONTRACTOR of
7 whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall
8 be grounds for immediate termination of this Agreement. In the event of any such
9 subsequent default, the City Manager may terminate this Agreement upon giving of written
10 final notice to CONTRACTOR, such termination to be effective upon the date specified in
11 the City Manager's written notice to CONTRACTOR. Upon such termination, all
12 contractual fees due hereunder plus any and all charges and interest, if any, shall be
13 payable to the date of termination, and CONTRACTOR shall have no further rights
14 hereunder. Immediately upon the termination date specified in such final notice
15 CONTRACTOR shall cease any further performance of SFD Recycling Services under this
16 Agreement.

17 **21.03 Effective Date of Termination.** In the event of the aforesaid events
18 specified in Sections 21.01 and 21.02 above, and except as otherwise provided in said
19 Sections, termination shall be effective upon the date specified in the City Manager's
20 written notice to CONTRACTOR and upon said date this Agreement shall be deemed
21 immediately terminated and upon such termination all liability of CITY under this
22 Agreement to CONTRACTOR, other than payment of moneys due, shall cease, and CITY
23 shall have the right to call the Performance Bond and shall be free to negotiate with other
24 contractors for the performance of the services specified in this Agreement. In the event of
25 CONTRACTOR's failure to perform, CONTRACTOR shall reimburse CITY for all direct and
26 indirect costs incurred by CITY in providing interim SFD Recycling Services.

27 **21.04 Immediate Termination.** The City Manager may terminate this Agreement
28 immediately upon written notice to CONTRACTOR in the event CONTRACTOR fails to
29 provide and maintain the Performance Bond as required by this Agreement,
30 CONTRACTOR fails to obtain or maintain insurance policies endorsements as required by
31 this Agreement, CONTRACTOR fails to provide the proof of insurance as required by this
32 Agreement, or CONTRACTOR offers or gives any gift prohibited by Chapter 12.08 of the
33 San José Municipal Code.

34 **21.05 Termination Cumulative.** CITY's right to terminate this Agreement is
35 cumulative to any other rights and remedies provided by law or by this Agreement.

ARTICLE 22. FUND APPROPRIATION

1
2 **22.01 Fiscal Year Authorization.** CONTRACTOR understands and agrees that
3 CITY, during any fiscal year, is not authorized to expend money, incur any liability or enter
4 into any contract which, by its terms, involves the expenditure of money in excess of the
5 amounts appropriated as available for expenditure during such fiscal year; that any
6 contract or agreement, verbal or written, made in violation of this provision is null and void;
7 and that consequently, no money may be paid on such contract or agreement beyond such
8 limits. Nothing contained in this Agreement shall prevent the making of agreements or
9 contracts for periods exceeding one (1) year, but any agreement or contract so made shall
10 be executory only for the value of the services to be rendered or agreed to be paid for in
11 succeeding fiscal years. If the City Council does not appropriate funds for the services
12 under this Agreement by June 30th of each year, CITY shall so notify CONTRACTOR and
13 CONTRACTOR shall suspend services under this Agreement until CITY provides written
14 verification that the funds necessary for CONTRACTOR's compensation and other
15 necessary expenditures are budgeted as available within the appropriate fiscal year
16 budget.

17 **22.02 Adoption.** CITY does not represent that said appropriation item will be
18 actually adopted, said determination being the determination of the City Council at the time
19 of the adoption of the appropriation.

ARTICLE 23. MISCELLANEOUS PROVISIONS

20
21 **23.01 Modifications.** CITY shall have the power to make changes in this
22 Agreement as the result of changes in law, changes in the City of San José Municipal
23 Code, or both, to impose new rules and regulations on CONTRACTOR under this
24 Agreement relative to the scope and methods of providing SFD Recycling Services as
25 shall from time-to-time be necessary and desirable for the public welfare. CITY shall give
26 CONTRACTOR notice of any proposed change and an opportunity to be heard concerning
27 those matters. The scope and method of providing SFD Recycling Services as referenced
28 herein shall also be liberally construed to include, but is not limited to the manner,
29 procedures, operations and obligations, financial or otherwise, of CONTRACTOR.

30 **23.02 Change in Law.** CITY and CONTRACTOR understand and agree that the
31 California Legislature has the authority to make comprehensive changes in Solid Waste
32 Management legislation and that these and other changes in law in the future which
33 mandate certain actions or programs for counties or municipalities may require changes or
34 modifications in some of the terms, conditions or obligations under this Agreement.
35 CONTRACTOR agrees that the terms and provisions of the City of San José Municipal
36 Code, as it now exists or as it may be amended in the future, shall apply to all of the
37 provisions of this Agreement and the Service Recipients of CONTRACTOR located within

1 the Service District(s). In the event any future change in the San José Municipal Code,
2 materially alters the obligations of CONTRACTOR, then the affected service rates, as
3 established in Exhibit 1 of this Agreement shall be adjusted. Nothing contained in this
4 Agreement shall require any party to perform any act or function contrary to law. CITY and
5 CONTRACTOR agree to enter into good faith negotiations regarding modifications to this
6 Agreement which may be required in order to implement changes in the interest of the
7 public welfare or due to change in law. When such modifications are made to this
8 Agreement, CITY and CONTRACTOR shall negotiate in good faith, a reasonable and
9 appropriate compensation adjustment for any increase or decrease in the services or other
10 obligations required of CONTRACTOR due to any modification in the Agreement under
11 this Article. CITY and CONTRACTOR shall not unreasonably withhold agreement to such
12 compensation adjustment.

13 **23.03 Acknowledgement Of Legal Representation.** It is acknowledged that each
14 party was, or had the opportunity to be, represented by counsel in the preparation and
15 negotiation of this Agreement and had the opportunity to contribute to the terms and
16 conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted
17 strictly against the party preparing the same shall not apply herein due to the joint
18 contributions of both parties.

19 **23.04 Financial Interest Representation.** CONTRACTOR warrants and
20 represents that no elected official, officer, agent or employee of CITY has a financial
21 interest, directly or indirectly, in this Agreement or in the compensation to be paid under it
22 and, further, that no CITY employee who acts as a "purchasing agent" as defined in the
23 appropriate Section of California Statutes, nor any elected or appointed officer of CITY, nor
24 any spouse or child of such purchasing agent, employee or elected or appointed officer, is
25 a partner, officer, director or proprietor of CONTRACTOR and, further, that no such CITY
26 employee, purchasing agent, CITY elected or appointed officer, or the spouse or child of
27 any of them, alone or in combination, has a material interest in CONTRACTOR. Material
28 interest means direct or indirect ownership of more than five percent (5%) of the total
29 assets or capital stock of CONTRACTOR.

30 **23.05 CONTRACTOR's Personnel Requirements.** CONTRACTOR shall employ
31 and assign qualified personnel to perform all services set forth herein. CONTRACTOR
32 shall be responsible for ensuring that its employees comply with all applicable laws and
33 regulations and meet all federal, state and local requirements related to their employment
34 and position.

35 23.05.1 CITY may request the transfer of any employee of CONTRACTOR
36 who materially violates any provision of this Agreement, or who is wanton, negligent, or
37 discourteous in the performance of his duties.

1 23.05.2 CONTRACTOR shall require its field operations personnel to wear
2 a clean uniform shirt bearing CONTRACTOR's name. CONTRACTOR's employees who
3 normally come into direct contact with the public, including drivers, shall bear some means
4 of individual photographic identification such as a name tag or identification card.

5 23.05.3 Each driver of a collection vehicle shall at all times carry a valid
6 California driver's license and all other required licenses for the type of vehicle that is being
7 operated.

8 23.05.4 Each driver of a collection vehicle shall at all times comply with all
9 applicable local, state and federal laws, regulations and requirements.

10 23.05.5 CONTRACTOR's employees, officers, and agents shall at no time
11 be allowed to identify themselves or in any way represent themselves as being employees
12 of CITY.

13 **23.06 Exempt Waste.** CONTRACTOR shall not be required to collect Exempt
14 Waste, but may offer such services. Collection and disposal of Exempt Waste is not
15 regulated under this Agreement, but if provided by CONTRACTOR shall be in strict
16 compliance with all federal, state and local laws and regulations.

17 **23.07 Independent Contractor.** In the performance of services pursuant to this
18 Agreement, CONTRACTOR shall be an independent contractor and not an officer, agent,
19 servant or employee of CITY. CONTRACTOR shall have exclusive control of the details of
20 the services and work performed and over all persons performing such services and work.
21 CONTRACTOR shall be solely responsible for the acts and omissions of its officers,
22 agents, employees, contractors and subcontractors, if any. Neither CONTRACTOR nor its
23 officers, employees, agents, contractors or subcontractors shall obtain any right to
24 retirement benefits, Workers' Compensation benefits, or any other benefits which accrue to
25 CITY employees and CONTRACTOR expressly waives any claim it may have or acquire to
26 such benefits.

27 **23.08 Law To Govern.** The law of the State of California shall govern the rights,
28 obligations, duties and liabilities of CITY and CONTRACTOR under this Agreement and
29 shall govern the interpretation of this Agreement.

30 **23.09 Venue.** Any litigation between CITY and CONTRACTOR concerning or
31 arising out of this Agreement shall be filed and maintained exclusively in the Superior
32 Courts of Santa Clara County, State of California, or in the United States District Court for
33 the Northern District of California to the fullest extent permissible by law. Each party
34 consents to service of process in any manner authorized by California law.

35 **23.10 Assignment.** No assignment of this Agreement or any right occurring under
36 this Agreement shall be made in whole or in part by CONTRACTOR without the express
37 written consent of the Director of Environmental Services. CITY shall have full discretion

1 to approve or deny, with or without cause, any proposed or actual assignment by
2 CONTRACTOR. Any assignment of this Agreement made by CONTRACTOR without the
3 express written consent of the Director of Environmental Services shall be null and void
4 and shall be grounds for CITY to declare a default of this Agreement and immediately
5 terminate this Agreement by giving written notice to CONTRACTOR, and upon the date of
6 such notice this Agreement shall be deemed immediately terminated, and upon such
7 termination all liability of CITY under this Agreement to CONTRACTOR, other than the
8 payment of moneys due as of the date of termination, shall cease, and CITY shall have the
9 right to call the performance bond and shall be free to negotiate with other contractors,
10 CONTRACTOR, or any other person or company for the services which are the subject of
11 this Agreement. In the event of any assignment, the assignee shall fully assume all the
12 liabilities of CONTRACTOR.

13 **23.11 Subcontractors.** The use of a subcontractor to perform services under this
14 Agreement shall not constitute delegation of CONTRACTOR's duties provided that
15 CONTRACTOR has received prior written authorization from the Director of Environmental
16 Services to subcontract such services and the Director of Environmental Services has
17 approved a subcontractor who will perform such services. CONTRACTOR shall be
18 responsible for directing the work of CONTRACTOR's subcontractors and any
19 compensation due or payable to CONTRACTOR's subcontractor(s) shall be the sole
20 responsibility of CONTRACTOR. The Director of Environmental Services shall have the
21 right to require the removal of any approved subcontractor for reasonable cause. The
22 subcontractors listed in Exhibit 9 to this Agreement, are hereby approved by CITY as to the
23 scope of work specified in Exhibit 9 for each such subcontractor. Additional subcontractors
24 may be used upon the written approval of the Director of Environmental Services in
25 accordance with this Section 23.11.

26 **23.12 Compliance With Laws.** In the performance of this Agreement,
27 CONTRACTOR shall comply with all applicable laws, regulations, ordinances and codes of
28 the federal, state and local governments, including without limitation the Charter of the City
29 of San José and the San José Municipal Code.

30 **23.13 Amendments To Municipal Code.** CITY shall provide written notice to
31 CONTRACTOR of any planned amendment to Chapter 9.10 of the San José Municipal
32 Code that would substantially affect the performance of CONTRACTOR's services
33 pursuant to this Agreement. Except in the case of an amendment determined by the City
34 Council to be an urgency measure, such notice shall be provided at least thirty (30)
35 calendar days prior to the City Council's approval of such an amendment.

36 **23.14 Permits And Licenses.** CONTRACTOR shall obtain, at its own expense,
37 all permits and licenses required by law or ordinance and maintain same in full force and
38 effect throughout the term of this Agreement. CONTRACTOR shall provide proof of such
39 permits, licenses or approvals and shall demonstrate compliance with the terms and

1 conditions of such permits, licenses and approvals upon the request of the City
2 Representative.

3 **23.15 Ownership Of Written Materials.** All reports, documents, brochures, public
4 education materials, and other written, printed, electronic or photographic materials
5 developed by CITY or CONTRACTOR in connection with the services to be performed
6 under this Agreement or in connection with the Recycle Plus Program, whether developed
7 directly or indirectly by CITY or CONTRACTOR shall be and shall remain the property of
8 CITY without limitation or restrictions on the use of such materials by CITY.
9 CONTRACTOR shall not use such materials in connection with any project not connected
10 with this Agreement without the prior written consent of the City Representative. This
11 Section 23.15 does not apply to ideas or concepts described in such materials and does
12 not apply to the format of such materials.

13 **23.16 Waiver.** The waiver by CITY or CONTRACTOR of any breach for violation
14 of any term covenant or condition of this Agreement shall not be deemed to be a waiver of
15 any other term, covenant or condition or any subsequent breach or violation of the same or
16 of any other term, covenant or condition. The subsequent acceptance by CITY of any fee,
17 tax, or any other monies which may become due from CONTRACTOR to CITY shall not be
18 deemed to be a waiver by CITY of any breach for violation of any term, covenant or
19 condition of this Agreement.

20 **23.17 Prohibition Against Gifts.** CONTRACTOR represents that CONTRACTOR
21 is familiar with CITY's prohibition against the acceptance of any gift by a CITY officer or
22 employee, which prohibition is found in Chapter 12.08 of the San José Municipal Code.
23 CONTRACTOR shall not offer any CITY officer or designated employee any gift prohibited
24 by said Chapter. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute
25 a material breach of this Agreement and, in addition to any other remedy CITY may have
26 in law or in equity, CITY may terminate this Agreement for such breach as provided in
27 Section 21.04 of this Agreement.

28 **23.18 Disqualification Of Former Employees.** CONTRACTOR represents that
29 CONTRACTOR is familiar with the provisions of Chapter 12.10 of the San José Municipal
30 Code relating to the disqualification of former officers and employees of CITY in matters
31 that are connected with former duties or official responsibilities ("Revolving Door
32 Ordinance"). CONTRACTOR shall not utilize, either directly or indirectly, any officer,
33 employee, or agent of CONTRACTOR to perform services under this Agreement, if in the
34 performance of such services the officer, employee or agent would be in violation of the
35 Revolving Door Ordinance.

36 **23.19 Point Of Contact.** The day-to-day dealings between CONTRACTOR and
37 CITY with respect to this Agreement shall be between CONTRACTOR's _____
38 and the City Representative.

1 **23.20 Notices.**

2 23.20.1 Except as otherwise provided in this Agreement, whenever
3 either party desires to give notice to the other, the notice must be in writing and given as
4 provided in this Section 23.20. For the present, the parties designate the following as the
5 respective persons and places for giving of notice:

6 To CITY:

7 Director
8 Department of Environmental Services
9 200 East Santa Clara Street, 10th Floor
10 San José, CA 95113
11 Fax: (408) 292-6212

12 With a copy to:

13 City Representative
14 Recycle Plus Program
15 Department of Environmental Services
16 200 East Santa Clara Street, 10th Floor
17 San José, CA 95113
18 Fax: (408) 292-6212

19 To CONTRACTOR:

20 To be inserted

21 With a copy to:

22 To be inserted

23 23.20.2 Notices shall be effective when deposited in the U. S. mail,
24 postage prepaid, or when personally delivered to the address specified above or to such
25 other address as designated by a party by providing written notice of a change in address.
26 Notice may also be sent by facsimile transmission and shall be effective when received,
27 provided that facsimile transmissions received (i.e. printed) after 4:30 p.m. or on weekends
28 or holidays, will be deemed received on the next Work Day. The original of items that are
29 transmitted by facsimile must also be mailed or personally delivered as provided above
30 within three (3) Work Days of the facsimile transmission.

31 23.20.3 Notice by CITY to CONTRACTOR of a collection or other Service
32 Recipient problem or complaint may be given to CONTRACTOR orally by telephone at
33 CONTRACTOR's local office with confirmation sent to CONTRACTOR through the
34 Consolidated Utility Billing System by the end of the Work Day.

35 **23.21 Transition To Next Contractor.** In the event CONTRACTOR is not
36 awarded an agreement to continue to provide SFD Recycling Services following the

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

15 **23.22 Contractor's Records.**

16 23.22.1 CONTRACTOR shall maintain any and all letters, books of
17 account, invoices, vouchers, canceled checks, and other records or documents evidencing
18 or relating to charges for services or expenditures and disbursements charged to CITY for
19 a minimum period of three (3) years, or for any longer period required by law, from the
20 date of final payment to CONTRACTOR pursuant to this Agreement.

21 23.22.2 CONTRACTOR shall maintain all documents and records which
22 demonstrate performance under this Agreement for a minimum period of three (3) years,
23 or for any longer period required by law, from the date of termination or completion of this
24 Agreement.

25 23.22.3 Any records or documents required to be maintained pursuant to
26 this Agreement shall be made available for inspection or audit, at any time during regular
27 business hours, upon written request by the City Representative, the Director of
28 Environmental Services, City Attorney, City Auditor, City Manager, or a designated
29 representative of any of these officers. Copies of such documents shall be provided to
30 CITY for inspection at the Environmental Services Department office when it is practical to
31 do so. Otherwise, unless an alternative site is mutually agreed upon, the records shall be
32 available at CONTRACTOR's address indicated for receipt of notices in this Agreement.

33 23.22.4 Where CITY has reason to believe that such records or documents
34 may be lost or discarded due to the dissolution, disbandment or termination of
35 CONTRACTOR's business, CITY may, by written request or demand of any of the above
36 named officers, require that custody of the records be given to CITY and that the records
37 and documents be maintained in City Hall. Access to such records and documents shall

1 be granted to any party authorized by CONTRACTOR, CONTRACTOR's representatives,
2 or CONTRACTOR's successor-in-interest.

3 **23.23 Use Of Recycled Products.** For services rendered pursuant to this
4 Agreement, CONTRACTOR shall use recycled paper for all printed material such as
5 brochures, reports, studies, and promotional literature, that exceeds ten (10) pages, or if
6 the cumulative total number of pages per document or printed material times the number
7 of copies made is in excess of ten (10) pages.

8 23.23.1 For the purposes of this Section, "recycled paper" means a paper
9 or wood pulp product with not less than fifty percent (50%) off its total weight consisting of
10 secondary and post consumer waste and with not less than thirty percent (30%) of its total
11 weight consisting of post consumer waste. "Post consumer waste" means a finished
12 material that would normally be disposed of as a solid waste, having completed its life
13 cycle as a consumer item. "Secondary waste" means fragments of products or finished
14 products of a manufacturing process that has converted a virgin resource into a commodity
15 of real economic value and includes post consumer waste but does not include fibrous
16 waste generated during the manufacturing process such as fibers recovered from waste
17 water or trimmings of paper machine rolls (mill broke), wood slabs, chips, sawdust, or
18 other wood residue from a manufacturing process.

19 23.23.2 CONTRACTOR may request an exemption from the requirements
20 of this Section by submitting such request in writing to CITY's Director of Environmental
21 Services. Such a request may be approved or denied, in whole or in part, at said
22 Director's sole discretion. CONTRACTOR shall not use, in the performance of services
23 under this Agreement, any product or material that does not meet the standards set forth
24 above without the prior written approval of said Director.

25 **23.24 Entire Agreement.** This Agreement and the Exhibits attached hereto
26 constitute the entire agreement and understanding between the parties hereto, and this
27 Agreement shall not be considered modified, altered, changed or amended in any respect
28 unless in writing and signed by the parties hereto. This Agreement incorporates and
29 includes all prior negotiations, correspondence, conversations, agreements and
30 understandings applicable to the matters contained in this Agreement and the parties
31 agree that there are no commitments, agreements or understandings concerning the
32 subject matter of this Agreement that are not contained in this document. Accordingly, it is
33 agreed that no deviation from the terms of this Agreement shall be predicated upon any
34 prior representations or agreements, whether oral or written.

35 **23.25 Severability.** If any provision of this Agreement or the application of it to
36 any person or situation shall to any extent be held invalid or unenforceable, the remainder
37 of this Agreement and the application of such provisions to persons or situations other than
38 those as to which it shall have been held invalid or unenforceable, shall not be affected,

1 shall continue in full force and effect, and shall be enforced to the fullest extent permitted
2 by law.

3 **23.26 Right To Require Performance.** The failure of CITY at any time to require
4 performance by CONTRACTOR of any provision hereof shall in no way affect the right of
5 CITY thereafter to enforce same. Nor shall waiver by CITY of any breach of any provision
6 hereof be taken or held to be a waiver of any succeeding breach of such provision or as a
7 waiver of any provision itself.

8 **23.27 Headings.** Headings in this document are for convenience of reference only
9 and are not to be considered in any interpretation of this Agreement.

10 **23.28 Exhibits.** Each Exhibit referred to in this Agreement forms an essential part
11 of this Agreement. Each such Exhibit is a part of this Agreement and each is incorporated
12 by this reference.

13 **IN WITNESS WHEREOF,** CITY and CONTRACTOR have executed this Agreement
14 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
CONTACTOR

By: _____
XXX

Date: _____

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 Large Items List
- 15 Materials Recovery Facility Delivery and Processing Protocol

EXHIBIT 1

COMPENSATION RATES

(TO BE COMPLETED AFTER AGREEMENT AWARD)	
	Monthly Rates Per SFD Recycling Service Unit
	District ____
A. BASE SERVICE RATES	
1. SFD Recycling Collection Service	\$ /Unit/Mo
2. SFD Used Oil Collection Service	\$ /Unit/Mo
3. TOTAL BASE SERVICE RATE (Nos. 1. – 2.)	\$ /Unit/Mo
B. ADDITIONAL SERVICE RATES	
1. Subscription On-Premise Collection ¹	\$ /Unit/Mo
2. Cart Exchanges in Excess of Once per Year	\$ /Occurrence
3. Large Item Collection (Increments of up to 3 Items)	\$ /Collection
Notes to Exhibit 1:	
1. This rate will be added to the Base Service Rate (line A.3) for each Service Unit receiving Subscription On-Premises SFD Recycling Service	

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

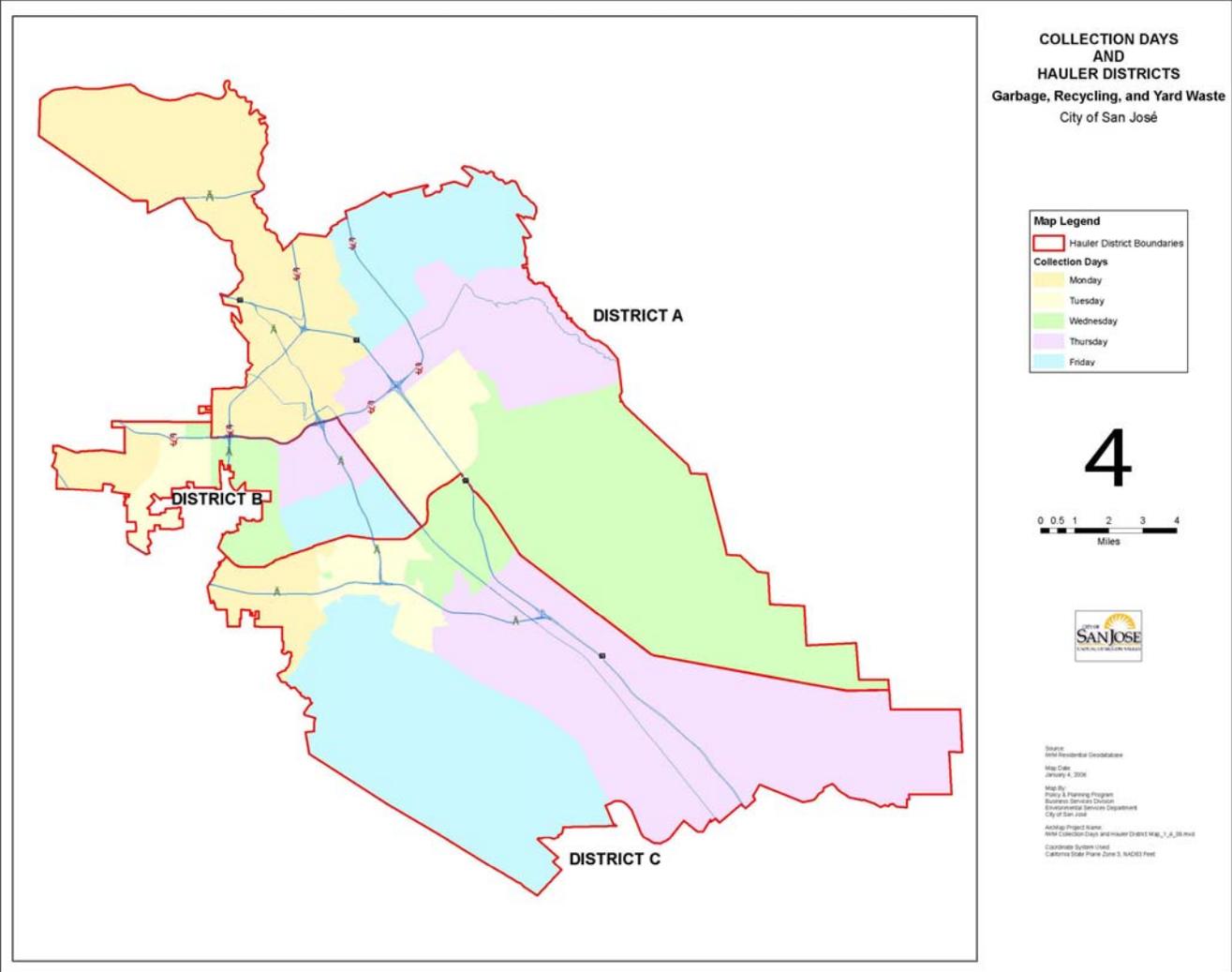


EXHIBIT 3
REFUSE RATE INDEX

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; 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 Seventy-five percent 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 Recycling Carts that meet the following specifications and minimum performance criteria.

Specifications and Performance Criteria For 32-, 64-, and 96-Gallon Capacity	
Volumetric Capacity – Recycling Carts	<ul style="list-style-type: none">• 32-gallons +/- 12%, 64-gallons +/- 12%, and 96-gallons +/- 12%, excluding volume resulting from a crowned lid in the closed position
Minimum Load Rating	<ul style="list-style-type: none">• 32-gal: 100 lb.• 64-gal: 175 lb.• 96-gal: 250 lb.
Compatibility	<ul style="list-style-type: none">• Compatible with commercially available fully automated lifting mechanisms that are or will be used in San 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
Handle	<ul style="list-style-type: none">• Handle mounts must either:<ol style="list-style-type: none">1. be an integrally molded part of the cart body; or2. if bolt-on handle mounts are used, they must be designed such as to prevent them from working loose over the active life of the cart

EXHIBIT 5

CART SPECIFICATIONS AND PERFORMANCE CRITERIA

Specifications and Performance Criteria For 32-, 64-, and 96-Gallon Capacity	
Wheels	<ul style="list-style-type: none">• Minimum tire diameter: 10 inches for 64- and 96-gal carts, 8 inches for 32-gal carts• Minimum tread width: 1.5 inches• Tire material must be natural rubber or polymeric compound• Each wheel must be rated for the minimum load rating of the carts and not deform plastically when subjected to the rated load of the carts• Axle must pass through the cart body outside of the area for waste storage• Wheels must have a locking device to secure them to the cart axle
Fasteners	<ul style="list-style-type: none">• No fasteners are to penetrate the body of the cart where waste will be contained• All fasteners are to be corrosion resistant and free of sharp edges
Finish Surfaces	<ul style="list-style-type: none">• Interior surface must be smooth with a semi- or high-gloss finish• Exterior surface must be suitable for hot stamping on lid and body• Exterior must be free of sharp edges and corners, protrusions, or other structures that could pose a nuisance or hazard to humans
Assembly	<ul style="list-style-type: none">• Carts must be easy to assemble• Nuts must be self-locking• Nuts and/or rivets must be designed such that they cannot be removed with ordinary tools by the public

EXHIBIT 5

CART SPECIFICATIONS AND PERFORMANCE CRITERIA

Specifications and Performance Criteria For 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)• 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

EXHIBIT 5

CART SPECIFICATIONS AND PERFORMANCE CRITERIA

Specifications and Performance Criteria For 32-, 64-, and 96-Gallon Capacity	
Identification & Markings	<ul style="list-style-type: none">• The lid must have a suitable area to affix a label for recycling education• The following must be hot-stamped on the lid:<ol style="list-style-type: none">1. facing street arrow• The following must be hot-stamped on the cart body:<ol style="list-style-type: none">1. City's logo2. serial number (sequentially numbered)3. production batch number and date4. maximum load weight rating5. cart type, per clause 4.2.1f of ANSI Z245.30-99
Color	<ul style="list-style-type: none">• Recycling: Gray body with blue lid
Warranty	<ul style="list-style-type: none">• Minimum 10 years for all parts of cart; not prorated; any failure under warranty shall be replaced with a newly manufactured whole cart, which is defined to be the body of the cart, wheel, lid, handles, other ancillary features and fasteners

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 Recycling Collection 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 - Diversion Plan
- 7 C - Public Education and Outreach Plan
- 7 D - Customer Service Plan
- 7 E - Collection Operations Plan
- 7 F - Processing Operations Plan
- 7 G - Equipment Plan
- 7 H - 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.

Recyclables collection 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.

Recyclables collection 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 Recycling

CONTRACTOR shall provide data for each load collected and delivered to the Materials Recovery Facility. Data shall include, at a minimum, the following information:

1. Name or location of the Materials Recovery Facility receiving load
2. Weight tag number (unique, non-repeating number)
3. Date of collection
4. Day of week collected
5. Date delivered to the Materials Recovery 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. Load Data for Large Item Collection Services

CONTRACTOR shall provide data for each load collected and delivered to the Materials Recovery Facility. Data shall include, at a minimum, the following information:

1. Name or location of the Materials Recovery Facility receiving load
2. Weight tag number (unique, non-repeating number)
3. Date of collection
4. Day of week collected
5. Date delivered to the Materials Recovery Facility
6. Time of arrival at facility
7. Truck number
8. Net weight of load (in tons)
9. District(s) serviced
10. Number of scheduled set-outs collected (in billable units, up to 3 Large Items per set-out)

EXHIBIT 10

DATA AND REPORTING REQUIREMENTS

11. Number of unscheduled set-outs collected (in billable units, up to 3 Large Items per set-out)

C. 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)

II. MONTHLY COLLECTION DATA

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

A. Data for Used Oil Collection Services

1. Data shall include, at a minimum, the following information:
2. Number of Used Oil Containers collected
3. Number of Used Oil Filter containers 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

III. PROCESSING DATA

CONTRACTOR shall compile data on a daily basis and report on a monthly basis (when materials are shipped out of processing center) the following information.

EXHIBIT 10

DATA AND REPORTING REQUIREMENTS

A. Recycling, Used Oil, and Used Oil Filter Processing

CONTRACTOR shall provide processing data. Data shall include, at a minimum, the following information:

1. Tons of recyclables Processed (by commodity)
2. Tons of residue disposed
3. Gallons of used oil processed
4. Tons of used oil filters processed
5. Gallons of Used Oil and number of Used Oil Filters that could not be Recycled and were disposed
6. Material sales information:
 - type of material
 - buyer
 - date purchased
 - tons shipped
 - average price per ton by month
 - invoice number
 - weight tag number
 - freight cost
 - number of bales
 - total revenue

B. Large Item Processing

CONTRACTOR shall provide processing data. Data shall include, at a minimum, the following information:

1. Tons of large items reused
2. Tons of large items Recycled
3. Tons of large items disposed

IV. 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

EXHIBIT 10

DATA AND REPORTING REQUIREMENTS

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.

REPORT OUTLINE

SECTION I - DATA

A. Collected Tonnage

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

B. Residue Tonnage Disposed

This section shall include analysis of MRF residue level and apparent trends and causes.

C. Recyclable Tonnage Collected and Sold

This section shall focus on detailed analysis of the recyclable materials collected and sold (by major commodity), diversion, apparent trends and causes, and any challenges in the marketing of material.

D. Commodity Prices and Revenue

This section shall focus on detailed analysis of the recyclable markets and sales activity, apparent trends and causes.

E. Large Item Collection

This section shall focus on detailed analysis of the Large Item collection program, diversion, and apparent trends and causes. Additional analysis shall be provided on the following specific program aspects:

- Items collected
- Tons collected
- Material reused
- Material Recycled
- Tons disposed

EXHIBIT 10

DATA AND REPORTING REQUIREMENTS

F. Used Oil and Used Oil Filter Collection

This section shall include analysis of amounts of used oil and used oil filters collected and apparent trends and causes.

G. Non-Collection Notices

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

H. Missed Collections

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

I. Cart Activity

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

J. 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 7.03.2 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

SECTION IV – COMMUNITY OUTREACH SUMMARY

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

EXHIBIT 10

DATA AND REPORTING REQUIREMENTS

- C. Number of Customers Reached Through Each Campaign
- D. 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 Recycling 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 shall include a minimum of four public education and outreach campaigns designed to increase diversion. Campaigns should target certain recyclable materials or “problem” areas of CONTRACTOR’s service area where improvements can be maximized. Targets of outreach should be based on local trends and recycling patterns based on information obtained by both CITY and CONTRACTOR staff. Required elements of the annual plan include:

1. One direct mail piece. The piece must be submitted with the Plan, and must be approved by the City Representative before publication. CONTRACTOR shall distribute the piece to all SFD households, either through direct mail or by hand-delivery.
2. Grass roots, door to door interaction with residents.
3. Promote and support specific Recycle Plus programs, as directed by the City Representative.
4. A list of community events such as fairs, workshops, and cultural festivals CONTRACTOR will attend to promote the Recycle Plus program, as needed or directed by the City Representative.
5. Attend community and neighborhood association meetings as needed or directed by the City Representative.
6. School presentations.
7. Distribute City-developed collateral materials at events, schools, community meetings, etc.
8. Create display materials for events and school presentations.
9. Placement of CITY-provided signs on collection vehicles
10. 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.

EXHIBIT 11

CONTRACTOR OUTREACH REQUIREMENTS

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.

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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;

EXHIBIT 12

WAGE POLICY

- ii. The person is not an “exempt” employee under the Fair Labor Standards Act (FLSA); and
- 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

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WAGE POLICY

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.

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

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WAGE POLICY

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.

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

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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 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

EXHIBIT 12

WAGE POLICY

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 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.

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WAGE POLICY



Office of Equality Assurance Wage

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 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
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>		

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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)

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WAGE POLICY



**LABOR COMPLIANCE
WORKFORCE STATEMENT**

Page ____ of ____

CONTRACTOR NAME: _____

SFD RECYCLING 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 RECYCLING 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="border: 1px solid black; padding: 5px; background-color: #f0f0f0;"> <p><i>Documentation of Plan contribution <u>must</u> be returned with this statement</i></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)

Date

Signature

EXHIBIT 13

CONTRACTOR ELECTRONIC INTERFACE REQUIREMENTS
CONTRACTOR ELECTRONIC
INTERFACE REQUIREMENTS

CONTRACTOR BACK-END INTEGRATION
INTERFACE FUNCTIONAL
REQUIREMENTS AND DESIGN

EXHIBIT 13

CONTRACTOR ELECTRONIC INTERFACE REQUIREMENTS

1 FUNCTIONAL REQUIREMENTS

1.1 OVERVIEW

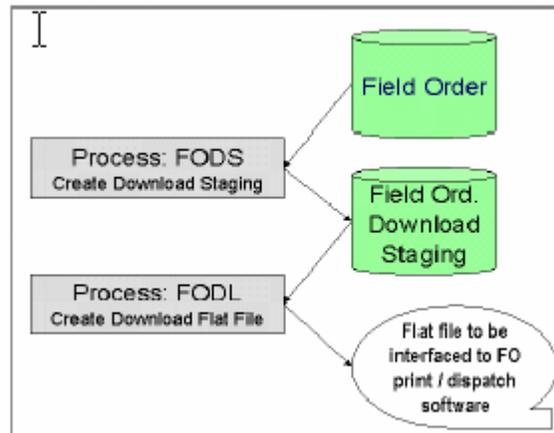
PeopleSoft RM provides the ability for users (City and Hauler staff) to create and dispatch Field Activities from within the application / portal. However, residential contractors may use an interface (inbound) to process Service Orders created within their applications. This reduces duplicative data 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.

Each download staging record is marked with a batch control ID & run number when it's

EXHIBIT 13

CONTRACTOR ELECTRONIC INTERFACE REQUIREMENTS

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 applicable for single-row SFDs or Yard Trimming/Street Sweeping Service. For e.g. multi-

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CONTRACTOR ELECTRONIC INTERFACE REQUIREMENTS

PeopleSoft RM Field Name	Structure	Comments
		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 the extract

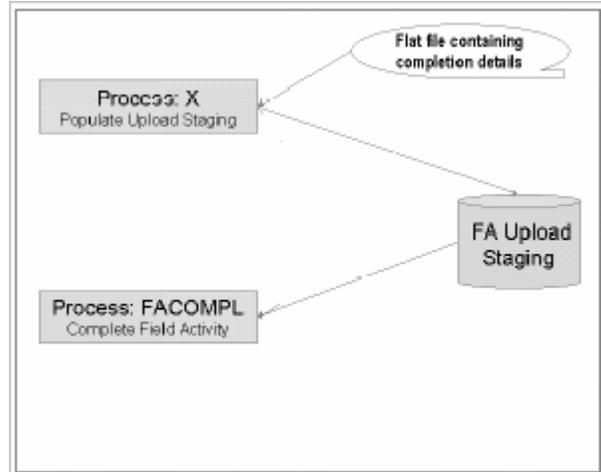
EXHIBIT 13

CONTRACTOR ELECTRONIC INTERFACE REQUIREMENTS

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.

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.

EXHIBIT 13

CONTRACTOR ELECTRONIC INTERFACE REQUIREMENTS

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
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.

EXHIBIT 13

CONTRACTOR ELECTRONIC INTERFACE REQUIREMENTS

PeopleSoft RM Field Name	Structure	Comments
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 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.

EXHIBIT 13

CONTRACTOR ELECTRONIC INTERFACE REQUIREMENTS

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

LARGE ITEM LIST

CONTRACTOR shall collect the following materials as "Large Items". This list of Large Items may be amended by the mutual agreement of CONTRACTOR and the City Representative. Any such amendments shall be in writing and shall be signed by the City Representative and CONTRACTOR.

Item	Description
Basketball hoops	Disassembled
Bathtub	Porcelain, cast iron (incl. Clawfoot).
BBQ grills large	No ashes (cold or hot). <u>No</u> propane tanks.
Bicycle	
Bird bath	Ceramic or concrete. No large fountains.
Box of items	Total weight of box and contents not to exceed 60 pounds and dimensions of box not to exceed 4'x4'x2'. No Garbage or Hazardous Waste.
Box spring	See "Mattress"
Camper shell	Must be a <u>shell</u> (not a full camper) from a passenger-sized vehicle (not commercial). Shell must be no larger than 4' wide x 8' long and no higher than cab of truck. No homemade or hardwood shells. Aluminum or fiberglass shells are acceptable.
Carpet	<u>Dry</u> : Must be rolled with a length no longer than 6' and diameter no larger than 2'. <u>Wet</u> : Must be rolled with a length no longer than 4' and diameter no larger than 2'. Carpets must be bundled or tied and manageable by one person. One roll equals one item. Padding separate item.
Chairs	Upholstered, wood, plastic or aluminum okay. If chairs are designed to stack or nest (e.g. white plastic lawn or aluminum chairs), then 4 stacked chairs is 1 item.
Compactors (trash)	Clean and empty.
Computer	Home computer with components) monitor, printer and CPU counts as one item).

EXHIBIT 14

LARGE ITEM LIST

Item	Description
Copier	Desktop or household only.
Counter tops	Length no longer than 8'; each 8' length counts as one item.
Dishwashers	No water.
Dog house	
Doors (closet, front/back door)	No all-mirrored or whole-glass doors. Small glass insert in a front/back door is acceptable.
Dresser	
Dryer	
Electronic Components	Can include any or all of the following up to <i>five</i> components; counts as three (3) item collection: Stereo receiver, turntable, two speakers, cd player, and/or VCR.
Fax machine	
Fences/Gate	Length of sections must be no longer than 8'. No more than 60 pounds. Each bundle is one item. Chainlink should be rolled and bundled. No entire fences, construction debris or wood/cement posts.
Fireplace inserts	No ashes (cold or hot).
Fluorescent tubes	6 tubes taped or tied together is 1 item
Freezer	No longer than 6'. Chest or upright, <u>empty</u> (residential type only – no commercial).
Furnace	
Garage door opener	Disassembled and bundled.
Garbage disposal (appliance)	
Grandfather clock	
Hot tub/spa	Small (2-3 person) size. No water. Deck counts as separate item(s).
Hutch	
Kitchen cabinets	Length no longer than 6'.
Ladder	
Large Yard Trimmings	Oversized Yard Trimmings such as tree trunks and branches, weight no greater than 60 pounds and length no longer than 5' and diameter no larger than 2', which are attributed to the normal activities of a

EXHIBIT 14

LARGE ITEM LIST

Item	Description
	Service Unit.
Lawn furniture	See "chairs" "picnic table" and "wood spool" sections.
Lawn mower	Either with or without motor. No fluids.
Light fixture	Must be placed in a box for collection. See also "box of items."
Mattress	Mattress and box spring are separate items. King mattress and box springs(2) count as two items.
Monitor - Computer	
Minibike/moped	Either with or without motor. No fluids.
Oven	Empty.
Pallets (wood)	Each pallet counts as 1 item. No cement or construction and demolition.
Piano or organ	No grand pianos. Upright is acceptable and counts as three items.
Picnic table	Detached benches are extra items. See also "chairs" and "wood spool" sections.
Ping pong table	Folded in half.
Plastic pools	Disassembled and bundled
Pool cover	Prepared like carpet.
Pool table	
Pot belly stoves	No ashes (cold or hot).
Refrigerators	Empty. Doors must be removed or secured closed. Counts as one item (including removed door). Residential only, no commercial refrigerators.
Shed	Disassembled and bundled. Prefabricated only. Weight no greater than 60 pounds.
Sink	Household size, no commercial sinks.
Sofa	If sofa is a sectional, each section counts as one item.
Solar panels	Drained, each unit or panel is one item (like countertops).
Spa cover	See also "hot tub/spa" section.

EXHIBIT 14

LARGE ITEM LIST

Item	Description
Speakers	See "Electronic Components"
Stereo	See "Electronic Components"
Stereo cabinets/hi-fi	
Stove	Empty. Loose items secured.
Swing set	Simple, A-frame with slide is acceptable. Jungle gyms must be disassembled. Each 60-pound bundle counts as one item.
Table saw	Household garage type, not commercial or industrial.
Television	"
Tables	Table leaves may be included, but must be bundled. Each table with up to three leaves counts as one item.
Tires	Passenger vehicle and pickup truck tires only. May have rims included. One tire is one item, or one tire/rim is one item or one rim separated from the tire is one item. Tires count as one three (3) item collection.
Toilet	
Tree stump	Weight no greater than 60 pounds and length no longer than 5' and diameter no larger than 2'.
VCR	See "Electronic Components"
Vehicle body parts	Disassembled. Items such as car door, hood, fender, car seat, camper shell. No glass windshields or engine parts. See also "tires" and "camper shell" sections.
Video arcade/pinball machines	Limited to one per household.
Washer	Drained.
Water bed	Drained.
Water heater	Drained.
Wheel barrow	
White goods	Inoperative or discarded refrigerators, ranges, water heaters, freezers, and other similar household appliances.

EXHIBIT 14

LARGE ITEM LIST

Item	Description
Window/door frames	Frames must be without glass. Window screens are acceptable.
Wood scrap (scrap lumber)	Bundled with a weight no more than 60 pounds and dimensions no greater than 5'x2'x2'. Must be secured. Each bundle is one item.
Wood spool	Small spool only, similar in size to household picnic furniture.

EXHIBIT 15

**MATERIALS RECOVERY FACILITY DELIVERY AND PROCESSING
PROTOCOL**

(to be inserted after award