

SOLID WASTE COLLECTION SERVICES AGREEMENT

Between the City of Santa Rosa
and
Recology Sonoma Marin,
d/b/a Recology Santa Rosa

Effective Date_____, 2017

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SOLID WASTE COLLECTION SERVICES AGREEMENT

This Solid Waste Collection Services Agreement ("Agreement") is made and entered into this 29th day of August, 2017 ("Effective Date") by and between the CITY of Santa Rosa, a municipal corporation, hereinafter referred to as "CITY" and Recology Sonoma Marin, d/b/a Recology Santa Rosa, a California corporation, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS; the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("Act") and subsequent additions and amendments (codified at California Public Resources Code sections 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste Collection within their jurisdictions; and,

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

WHEREAS; pursuant to California Public Resources Code section 40059(a) as may be amended from time to time, the CITY has determined that the public health, safety, and well-being require that an exclusive right be awarded to a qualified CONTRACTOR to provide for the collection of Garbage, Recyclable Material, and Organic Waste, except for collection of materials excluded in the CITY'S Municipal Code, and other services related to meeting the California Integrated Waste Management Act ("Act") of 50% diversion requirement, the State's ("CalRecycle") 50% diversion requirement and 75% diversion goal by 2020 and other requirements of the Act, AB 341, AB 1826 and other local, State and federal requirements; and,

WHEREAS; the parties intend to reach agreement regarding the maximum rates CONTRACTOR will charge Service Recipients for the collection, transportation, processing, recycling, composting, and/or disposal of Garbage, Recyclable Material, and Organic Waste; and

WHEREAS; the CITY Council has determined through a competitive procurement process for Collection Services that CONTRACTOR, by demonstrated experience, reputation and capacity, is qualified to provide for the collection of Solid Waste, Recyclable Material, and Organic Waste within the corporate limits of the CITY, the transportation of such material to permitted places for processing, recycling, composting and/or disposal; and CITY Council desires that CONTRACTOR be engaged to perform such services on the basis set forth in this Agreement; and

WHEREAS; CONTRACTOR, through its proposal to the CITY, has proposed and represented that it has the ability and capacity to provide for the collection of Garbage, Recyclable Material, and Organic Waste within the corporate limits of the CITY; the transportation of such material to permitted places for processing, recycling, composting and/or disposal; and the processing of materials; and

WHEREAS, this Agreement has been developed by and is satisfactory to CITY and CONTRACTOR.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and consideration contained herein, CITY and CONTRACTOR hereby agree as hereinafter set forth:

ARTICLE 1. Definitions

For the purpose of this Solid Waste Collection Services Agreement, hereinafter referred to as "Agreement," the definitions contained in this Article shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Article, the definition of such word or phrase as contained in the CITY Municipal Code shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender.

1.01 AB 341. Chapter 476 of the California Public Resources Code that requires businesses generating more than four (4) cubic yards of Solid Waste and all multifamily residential properties to subscribe to a recycling program.

1.02 AB 939. The California Integrated Waste Management Act (California Public Resources Code sections 40000 et al.) that redefined solid waste management to reduce the volume and toxicity of solid waste that is landfilled and incinerated by requiring local governments to prepare and implement plans to improve the management of waste resources.

1.03 AB 1826. Chapter 727 of the California Public Resources Code that requires businesses and multifamily residential properties generating a certain amount of Organic Waste, dependent on varying implementation dates, to subscribe to an organics program.

1.04 Agreement. The written document and all amendments thereto, between CITY and CONTRACTOR, governing the provision of Collection Services as provided herein.

1.05 Agreement Year. Each twelve (12) month period from January 1 to December 31, beginning January 1, 2018.

1.06 Alternative Daily Cover (ADC). Disposal Facility cover material, other than earthen material, placed on the surface of the active face of the refuse fill area at the end of each operating day to control vectors, fires, odor, blowing litter and scavenging, as defined in California Code of Regulations, title 27, section 20164.

1.07 Annual Minimum Diversion Requirement. The requirements for diversion of Solid Waste collected by CONTRACTOR pursuant to the terms of this Agreement, and as described in Article 5.

1.08 Applicable Laws. For purposes of this Agreement, Applicable Laws includes without limitation, AB 341, AB 939, AB 1594, AB 1826, SB 1016 and all amendments and related subsequent legislation, as well as all laws, statutes, ordinances, municipal, state, and federal authorities and all judgments, decrees, injunctions, writs and orders of any court, arbitrator or state or local government, any political subdivision thereof, any department, agency, authority or bureau of any of the foregoing, or any other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and all rules, regulations, orders, written interpretations, directives, licenses and permits of any state or local government, any political subdivision thereof, any department, agency, authority or bureau of any of the foregoing, or any other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government applicable to Contractor or its property or in respect of its operations.

- 1.09 Bin. May be used to refer to a Garbage Bin, Organics Bin or Recycling Bin.
- 1.10 Biohazardous or Biomedical Waste. Any waste which may cause disease or reasonably be suspected of harboring pathogenic organisms; including waste resulting from the operation of medical clinics, hospitals, and other facilities processing wastes which may consist of, but not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing and surgical gloves.
- 1.11 Brown Goods. Electronic equipment such as stereos, televisions, VCR's, Personal Data Assistants (PDAs), telephones, and other similar items not containing cathode ray tubes (CRTs).
- 1.12 CalRecycle. California's Department of Resources Recycling and Recovery (CalRecycle) that administers and provides oversight for all of California's state-managed waste handling and recycling programs.
- 1.13 Cart. May be used to refer to a Garbage Cart, Organics Cart or Recycling Cart.
- 1.14 Change in Law. Any change in (or any new) laws, ordinances, rules, regulations, orders, judgments, decrees, interpretations, decisions or permit requirements, of or by any federal, state or local governmental entity (collectively, "Applicable Laws"), applicable on or after the Effective Date.
- 1.15 CITY. The City of Santa Rosa, California.
- 1.16 CITY Enforcement Clean-up Service. The collection of Roll-off Containers containing Garbage, Organic Waste, and Recyclable Material by CONTRACTOR resulting from written or verbal requests from the CITY for temporary clean-up of Garbage, Organic Waste, Recyclable Material or Large Items. Such service shall include the provision of Roll-off Containers by CONTRACTOR.
- 1.17 CITY Collection Service. CITY Garbage Collection Service, CITY Recycling Collection Service, CITY Organics Collection Service, Enforcement Clean-up Service, and City-Supported Event Service.
- 1.18 CITY Garbage Collection Service. The collection of Garbage, by CONTRACTOR, from CITY Service Units in the Service Area and the delivery of that Garbage to a Disposal Facility.
- 1.19 CITY Large Item Collection Service. The periodic on-call collection of Large Items, by CONTRACTOR, from CITY Service Units in the Service Area and the delivery of those Large Items to a Disposal Facility, Materials Recovery Facility, Organics Processing Facility or such other facility as may be appropriate under the terms of this Agreement. CITY Large Item Collection Service does not include the collection of Large Items using Roll-off Containers.
- 1.20 CITY Organics Collection Service. The collection of Organic Waste by CONTRACTOR from CITY Service Units in the Service Area, the delivery of that Organic Waste to an Organics Processing Facility and the processing and marketing of those Organic Wastes by the Organics Processing Facility.
- 1.21 CITY Recycling Collection Service. The collection of Recyclable Material, by CONTRACTOR, from CITY Service Units in the Service Area and the delivery of those Recyclable Material to a Materials Recovery Facility.
- 1.22 CITY Representative. That person, or his or her designee, designated by the CITY to administer and monitor the provisions of this Agreement.
- 1.23 City-Supported Event Service. The services provided by CONTRACTOR at City-Supported Events, including providing Containers for Garbage, Recyclable Material, Organic Waste and other materials, as appropriate.

1.24 CITY Temporary Roll-off Container Service. The provision of Roll-off Containers at the CITY Service Units for the accumulation of Garbage, Organic Waste and Recyclable Material and the collection and disposal or processing of those materials.

1.25 CITY Service Unit. Those CITY properties or locations as set forth in **Exhibit 4**, "CITY Service Units," which is attached to and included in this Agreement.

1.26 CITY Street. Public streets within the CITY, as designated by the CITY Representative. CITY Streets include large arterials, major collectors, and residential streets throughout the CITY.

1.27 CITY Waste. Garbage, Recyclable Material, Organic Waste and Large Items resulting from the normal activities of a CITY Service Unit. CITY Waste must be generated by and at the CITY Service Unit wherein the CITY Waste is collected and does not include items defined herein as Exempt Waste.

1.28 CITY Garbage Collection Service. The collection of Garbage by CONTRACTOR, from CITY Service Units in the Service Area, and the delivery of that Garbage to a Disposal Facility.

1.29 Collection Overflow. Garbage, Recyclable Material or Organic Waste that is in excess of the capacity of the Service Recipient's Cart or Bin (including materials in excess of the Container's weight capacity, materials that prevent the lid of the Container from being closed, and materials placed outside the Container).

1.30 Collection Services. The process whereby Garbage, Recyclable Materials, Organic Waste, Large Items, and Used Oil and Oil Filters from a Service Recipient are collected, delivered, and/or transported to a Permitted Facility by CONTRACTOR.

1.31 Commercial Collection Service. Commercial Garbage Collection Service, Commercial Recycling Collection Service and Commercial Organics Collection Service.

1.32 Commercial Garbage Collection Service. The collection of Garbage, by CONTRACTOR, from Commercial Service Units in the Service Area, and the delivery of that Garbage to a Disposal Facility.

1.33 Commercial Organics Collection Service. The collection of Organic Waste, by CONTRACTOR, from Commercial Service Units in the Service Area, the delivery of that Organic Waste to an Organics Processing Facility and the processing and marketing of that Organic Waste by the Organics Processing Facility.

1.34 Commercial Recycling Collection Service. The collection of Recyclable Material, by CONTRACTOR, from Commercial Service Units in the Service Area, the delivery of that Recyclable Material to a Materials Recovery Facility and the processing and marketing of that Recyclable Material by the Materials Recovery Facility.

1.35 Commercial Service Unit. Any combination of retail, professional, wholesale and industrial facilities, places of business, other commercial enterprises, and schools in the Service Area utilizing a common Garbage, Recycling or Organics Cart or Bin for the accumulation and set-out of Solid Waste.

1.36 Commercial Waste. Garbage, Organic Waste and Recyclable Material generated by and at a Commercial Service Unit.

1.37 Compactor. Any Roll-off Container or Bin which has a compaction mechanism, whether stationary or mobile.

1.38 Composting. The controlled biological decomposition of Organic Waste into a specific mixture of decayed organic matter meeting the definition of “compost” in Public Resources Code section 40116.

1.39 Construction and Demolition (C&D) Debris. Commonly used or discarded materials removed from construction, remodeling, repair, demolition, or renovation operations on any pavement, house, commercial building, or other structure, or from landscaping. Such materials include, but are not limited to, dirt, sand, rock, gravel, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastic pipe, roofing material, carpeting, concrete, wood, masonry, rocks, trees, remnants of new materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, packaging and rubble resulting from construction, remodeling, renovation, repair and demolition operations on pavements, houses, commercial buildings and other structures. With the exception of soil, dirt, concrete and asphalt, Construction and Demolition Debris does not include Exempt Waste.

1.40 Consumer Price Index (CPI). The index published by the U.S. Department of Labor, Bureau of Labor Statistics, Series Id: CUURA422SA0, Not Seasonally Adjusted, All Items, All Urban Consumers (CPI-U) for San Francisco-Oakland-San Jose, California.

1.41 Container. A Cart, Bin, Roll-off Container, Indoor Food Waste Container, Indoor Food Waste Pail or Used Oil and Oil Filters Container, provided by CONTRACTOR to Service Recipients for collection of Garbage, Recyclable Material, Organic Waste, Large Items, or Used Oil and Oil Filters.

1.42 CONTRACTOR. Recology Sonoma Marin, d/b/a Recology Santa Rosa, a California corporation.

1.43 CONTRACTOR Payments to CITY. Payments made by CONTRACTOR to CITY as listed in Article 4.

1.44 County. Sonoma County, California

1.45 Curb Mile. The distance of one mile along one side of a street as measured by CITY along the centerline of the street. Distances along Median Islands are not considered Curb Miles.

1.46 Curb Sweeping. A complete sweep of all curbs and Median Islands on all publicly maintained CITY Streets.

1.47 Customer. A Service Recipient receiving Collection Service.

1.48 Detailed Rate Review. The review and adjustment of Service Recipient Rates in accordance with the methodology specified in **Exhibit 3**.

1.49 Disposal. The management of solid waste through landfilling or transformation at permitted solid waste facilities.

1.50 Disposal Facility. The Sonoma County Landfill/Transfer System as defined herein for the disposal of Garbage, and other materials as set forth in the Waste Delivery Agreement (“WDA”).

1.51 Diversion. Diversion shall be calculated as the tons of materials collected by CONTRACTOR from the provision of Collection Services in the CITY that are delivered to the Materials Recovery Facility, Organic Waste Processing Facility, or any other processing facility approved by the CITY, or that are otherwise handled in a manner that counts as diversion under applicable CalRecycle regulations (in each case, net of all Processing Residue), divided by the total tons of materials collected in the Service Area by CONTRACTOR from the provision of Collection Services in each Agreement Year. The annual diversion rate shall not include Solid Waste resulting from Temporary Roll-off Collection Service.

1.52 Dwelling Unit. Any individual living unit in a single-family dwelling (“SFD”) or multi-family dwelling (“MFD”) structure or building intended for, or capable of being utilized for, residential living other than a hotel or motel.

1.53 Education and Outreach Program. The services to be provided by CONTRACTOR for the public education and outreach of Solid Waste services, Diversion and sustainability related programs, and other information, as appropriate, as outlined in **Exhibit 9**.

1.54 Effective Date. The date this Agreement is made as set forth in the first paragraph of this Agreement.

1.55 Electronic Waste (E-Waste). Discarded electronics equipment such as cell phones, computers, monitors, televisions, and other items containing cathode ray tubes (CRTs).

1.56 Exempt Waste. Biohazardous or Biomedical Waste, Hazardous Waste, Sludge, soil and dirt, concrete, asphalt, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, any matter or materials which are not acceptable for disposal at a solid waste landfill as defined in the Act and those wastes under the control of the Nuclear Regulatory Commission.

1.57 Food Waste. Food scraps and trimmings and other putrescible waste that result from food production, preparation, cooking, storage, consumption or handling. Food Waste includes but is not limited to: meat, fish and dairy waste, fruit and vegetable waste and grain waste. Food Waste does not include Exempt Waste.

1.58 Franchise Fee. The payment made by CONTRACTOR to CITY for the privilege of providing exclusive Collection Services.

1.59 Garbage. All putrescible and non-putrescible solid, semi-solid and associated liquid waste, as defined in California Public Resources Code section 40191. Garbage does not include Recyclable Material, Organic Waste, Large Items, or Exempt Waste.

1.60 Garbage Bin. A metal or plastic container, with a capacity of one (1) cubic yard up to six (6) cubic yards, designed or intended to be mechanically dumped into a loader packer type garbage truck that is approved for such purpose by the CITY. Garbage Bins may also include Compactors that are owned by the SFD, MFD, or Commercial Service Unit wherein the SFD, MFD or Commercial Collection Service occurs.

1.61 Garbage Cart. A heavy plastic receptacle with a rated capacity of at least twenty (20) gallons and not more than ninety-six (96) gallons, having a hinged tight-fitting lid and wheels, that is approved by the CITY Representative for use by Service Recipients for Collection Services under this Agreement.

1.62 Gift. Shall be defined as a reportable gift as set forth in California Government Code section 82028 and the regulations of the Fair Political Practices Commission at California Code of Regulations, title 2, sections 18940 et seq. as may be amended from time to time.

1.63 Gross Revenue. All revenue collected by CONTRACTOR for the provision of Collection Services pursuant to this Agreement, calculated in accordance with Generally Accepted Accounting Procedures (GAAP). The term Gross Revenue, for purposes of this Agreement, does not include any revenues generated from the sale of Recyclable Material or Organic Waste, or other receipts from state and local government accounts (e.g. grants, cash awards and rebates) received by CONTRACTOR for performance of this Agreement.

1.64 Hazardous Waste. Any material which is defined, regulated or listed as “hazardous,” “toxic,” a “pollutant,” or words of similar import waste under California or United States law or any

regulations promulgated pursuant to such law, as such state or federal law or regulations may be amended from time to time; and “designated waste” as defined in California Water Code section 13173.

1.65 Holiday. January 1st, Independence Day, Labor Day, Thanksgiving Day, December 25th, as dates of non-collection.

1.66 Indoor Food Waste Container. A 10-64-gallon receptacle for Source Separated Food Waste for use by Commercial and CITY Service Recipients for Organics Collection Services under this Agreement.

1.67 Indoor Food Waste Pail. A 1-2-gallon receptacle for Source Separated Food Waste for use by Single Family Dwelling (“SFD”) and Multi-Family Dwelling (“MFD”) Service Recipients for Organics Collection Services under this Agreement.

1.68 Large Items. Those materials including furniture; area and floor rugs; mattresses; White Goods; Brown Goods; E-Waste; U-Waste; clothing; tires without rims; Organic Waste that does not properly fit in the Service Recipients Organics Cart or Bin; or some combination of such items in a container the dimensions of which container does not exceed four feet by four feet by two feet (4’x4’x2’) and weighing no more than sixty (60) pounds, which are attributed to the normal activities of a Single Family Dwelling (“SFD”), Multi-Family Dwelling (“MFD”), or CITY Service Unit. Large Items must be generated by and at the SFD, Multi-Family Dwelling (“MFD”) or CITY Service Unit wherein the Large Items are collected. Large Items do not include items herein defined as Exempt Waste.

1.69 Local Enforcement Agency (“LEA”). The agency designated by the governing body of a county or city that is, upon certification by CalRecycle, empowered to implement delegated CalRecycle programs and locally designated activities. LEAs have the primary responsibility for ensuring the correct operation and closure of solid waste facilities in the State. They also have the responsibility for guaranteeing the proper storage and transportation of Solid Waste.

1.70 Master Operating Agreement (“MOA”). The Agreement For Operation of The Central Landfill and County Transfer Stations Between County of Sonoma and Republic Services of Sonoma County, Inc., including Exhibit I Agreement For Operations of Sonoma County Transfer Stations and Materials Recovery Facility Between The Ratto Group of Companies, Inc. and Republic Services of Sonoma County, Inc.

1.71 Materials Recovery Facility (“MRF”). Any facility, selected by CONTRACTOR and approved by the CITY, designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Recyclable Material for sale.

1.72 Median Island. A dividing area, normally at curb height, between opposing directions of traffic.

1.73 Mixed Use Dwelling. A building or structure that blends Single Family Dwelling (“SFD”), Multi-Family Dwelling (“MFD”), commercial, cultural, institutional, or industrial uses and utilizes a common Garbage Bin or Garbage Cart for the accumulation and collection of Solid Waste.

1.74 Multi-Family Dwelling (“MFD”) Collection Service. MFD Garbage Collection Service, MFD Recycling Collection Service, MFD Organics Collection Service, and MFD Large Item Collection Service.

1.75 Multi-Family Dwelling (“MFD”) Garbage Collection Service. The collection of Garbage by CONTRACTOR from MFD Service Units in the Service Area and the delivery by CONTRACTOR of that Garbage to a Disposal Facility.

1.76 Multi-Family Dwelling ("MFD") Large Item Collection Service. The periodic on-call collection of Large Items by CONTRACTOR from MFD Service Units in the Service Area and the delivery by CONTRACTOR of those Large Items to a Disposal Facility, Materials Recovery Facility, Organics Processing Facility or such other facility as may be appropriate under the terms of this Agreement.

1.77 Multi-Family Dwelling ("MFD") Organics Collection Service. The collection of Organic Waste by CONTRACTOR from MFD Service Units in the Service Area, the delivery by CONTRACTOR of that Organic Waste to an Organics Processing Facility, and the subsequent processing and marketing of that Organic Waste by the Organics Processing Facility.

1.78 Multi-Family Dwelling ("MFD") Recycling Collection Service. The collection of Recyclable Material, including Used Oil and Oil Filter Collection Service by CONTRACTOR from MFD Service Units in the Service Area, the delivery of that Recyclable Material to a Materials Recovery Facility by CONTRACTOR, and the subsequent processing and marketing of that Recyclable Material by the Materials Recovery Facility.

1.79 Multi-Family Dwelling ("MFD") Service Unit. Any combination of four (4) or more Dwelling Units on the same parcel in the Service Area utilizing a common Garbage, Recycling or Organics Bin or Cart for the accumulation and set-out of Solid Waste.

1.80 Neighborhood Clean-up Events. Services to be provided by CONTRACTOR pursuant to Section 10.05 for the scheduled collection, transportation and processing or disposal of SFD and MFD Large Items.

1.81 Non-Collection Notice. A form developed and used by CONTRACTOR as approved by the CITY to notify Service Recipients of the reason for non-collection of materials set out by the Service Recipient for collection by CONTRACTOR pursuant to this Agreement.

1.82 Organics Bin. A metal or plastic container, with a capacity of one (1) cubic yard up to and including six (6) cubic yards (or four (4) cubic yards for Food Waste), designed or intended to be mechanically dumped into a loader packer type truck, that is approved for such purpose by the CITY.

1.83 Organics Cart. A heavy plastic receptacle with a rated capacity of at least twenty (20) gallons and not more than ninety-six (96) gallons, having a hinged tight-fitting lid, and wheels, that is approved by the CITY Representative for use by Service Recipients for Collection Services under this Agreement.

1.84 Organic Waste. Those materials which are capable of being composted and which would otherwise be processed as Recyclable Material or disposed of as Garbage. Organic Waste includes any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter and fits in the Organics Cart utilized by the Service Recipient. Organic Waste includes plant debris, such as palm, yucca and cactus, grass clippings, leaves, pruning, weeds, branches, brush, Holiday Trees, and other forms of vegetative waste. Organic Waste also includes Food Waste, Stable Matter, and acceptable food packaging items such as pizza boxes, paper towels, waxed cardboard and food contaminated paper products. Organic Waste does not include items defined herein as Exempt Waste.

1.85 Organics Processing Facility. Any facility selected by CONTRACTOR and approved by CITY that is designed, operated and legally permitted for the purpose of receiving and processing Organic Waste as listed in **Exhibit 5**.

1.86 Permitted Facility. A facility which is properly permitted under the regulatory scheme of the State of California or another state for the purposes for which it is used under this Agreement.

1.87 Portable Toilet Services. Permanent placement and regular exchange and/or cleaning and emptying of portable toilets in City parks as specified in **Exhibit 4** and the temporary placement and removal of portable toilets for City-Supported Events as specified in **Exhibit 7**.

1.88 Processing Residue. Those materials that are a result of Recyclable Material or Organic Waste processing, such as from the operations at a Materials Recovery Facility ("MRF") or Organics Processing Facility, that cannot be diverted from landfill disposal, known as residual.

1.89 Recyclable Material. Those materials that are capable of being recycled and which would otherwise be processed as Organic Waste or disposed of as Garbage. Recyclable Material includes newsprint (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, brown bags and paper, paperboard, paper egg cartons, office ledger paper, and telephone books); glass containers; aluminum beverage containers; scrap and cast aluminum (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); steel including "tin" cans, aerosol cans (empty, non-toxic products) and small scrap (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); bimetal containers; plastic bottles (#1-7); aluminum foil and pans; used motor oil and filters, dry cell household batteries when contained in a sealed heavy-duty plastic bag and placed on top of a Service Receipt Recycling Cart; and those materials added by CONTRACTOR from time to time.

1.90 Recycling Bin. A plastic or metal container, with a capacity of one (1) cubic yard up to and including six (6) cubic yards, designed or intended to be mechanically dumped into a loader packer type recycling truck that is approved for such purpose by the CITY and is appropriately labeled as a Recycling Bin.

1.91 Recycling Cart. A heavy plastic receptacle with a rated capacity of at least twenty (20) gallons and not more than ninety-six (96) gallons, having a hinged tight-fitting lid, and wheels, that is approved by the CITY Representative for use by Service Recipients for Collection Services under this Agreement.

1.92 Refuse Rate Index ("RRI"). The Refuse Rate Index is a tool used to calculate the Service Recipient Rate increase or decrease. The calculations are based on six (6) factors: Labor, Diesel Fuel, Compressed Natural Gas ("CNG") Fuel, Vehicle Replacement, Vehicle Maintenance, and All Other (insurance, taxes, office expenses, utilities, etc.). RRI factors are used to calculate rate increases according to the methodology outlined in **Exhibit 2** of this Agreement.

1.93 Residential Waste. Garbage, Recyclable Material, Organic Waste and Large Items resulting from the normal activities of a Single-Family Dwelling ("SFD") Service Unit or Multi-Family Dwelling ("MFD"). Residential Waste must be generated by and at the Single-Family Dwelling ("SFD") or Multi-Family Dwelling ("MFD") Service Unit wherein the Residential Waste is collected and does not include items defined herein as Exempt Waste.

1.94 Roll-off Container. A metal container that is normally loaded onto a motor vehicle and transported to an appropriate facility.

1.95 SB 1016. The State of California Solid Waste Per Capita Disposal Measurement Act.

1.96 Service Area. That area within the corporate limits of the City of Santa Rosa, California.

1.97 Service Recipient. SFD, MFD, Commercial or CITY Service Unit receiving Collection Services.

1.98 Service Recipient Rate. The dollar amount charged by CONTRACTOR to Service Recipients to receive Collection Services.

1.99 Service Unit. Single Family Dwelling ("SFD") Service Units, Multi-Family Dwelling ("MFD") Service Units, CITY Service Units, and Commercial Service Units.

1.100 Single Family Dwelling ("SFD") Collection Service. SFD Garbage Collection Service, SFD Recycling Collection Service, SFD Organics Collection Service, and SFD Large Item Collection Service.

1.101 Single Family Dwelling ("SFD") Garbage Collection Service. The collection of Garbage by CONTRACTOR from SFD Service Units in the Service Area and the delivery of that Garbage to a Disposal Facility.

1.102 Single Family Dwelling ("SFD") Large Item Collection Service. The periodic on-call collection of Large Items by CONTRACTOR from SFD Service Units in the Service Area and the delivery by CONTRACTOR of those Large Items to a Disposal Facility, Materials Recovery Facility, Organics Processing Facility or such other facility as may be appropriate under the terms of this Agreement. SFD Large Item Collection Service does not include the collection of Large Items using Roll-off Containers.

1.103 Single Family Dwelling ("SFD") Organics Collection Service. The collection of Organic Waste by CONTRACTOR from SFD Service Units in the Service Area, the delivery by CONTRACTOR of that Organic Waste to an Organics Processing Facility, and the subsequent processing and marketing of that Organic Waste by the Organics Processing Facility.

1.104 Single Family Dwelling ("SFD") Recycling Collection Service. The collection of Recyclable Material, including Used Oil and Oil Filter Collection Service by CONTRACTOR from SFD Service Units in the Service Area, the delivery by CONTRACTOR of that Recyclable Material to a Materials Recovery Facility, and the subsequent processing and marketing of that Recyclable Material by the Materials Recovery Facility.

1.105 Single Family Dwelling ("SFD") Service Unit. Any single Dwelling Unit in the Service Area utilizing a Garbage, Recycling or Organics Cart, or any combination of two (2) or three (3) Dwelling Units on the same parcel sharing Garbage, Recycling or Organics Carts, for the accumulation and set out of Solid Waste.

1.106 Sharps. Sharps include needles, scalpels, blades, broken medical glass, broken capillary tubes, and ends of dental wires.

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

1.108 Solid Waste. Garbage, Recyclable Material and Organic Waste resulting from the normal activities of a Service Unit. Solid Waste must be generated by and at the Service Unit where the Solid Waste is collected and does not include items defined herein as Exempt Waste.

1.109 Sonoma County Landfill/Transfer System. The landfill and transfer facilities owned by Sonoma County and operated by Republic Services, Inc. that are used for the transfer and disposal of Garbage and/or the transfer of Organic Waste, and/or the processing of source-separated commercial Food Waste.

1.110 Source Separated. The segregation of Recyclable Material from Garbage and Organic Waste, or the segregation of Organic Waste from Garbage and Recyclable Material, by the Service Recipient for the purpose of diversion from disposal.

1.111 Sonoma County Waste Management Agency ("SCWMA"). The Sonoma County Waste Management Agency is a joint powers authority whose mission is to implement waste diversion programs as required by State law.

1.112 Stable Matter. Manure and other waste matter normally accumulated in stables or in livestock or poultry enclosures.

1.113 Street Sweeping Service. The sweeping of streets in the CITY and the transportation of Sweep Waste by CONTRACTOR to the Sonoma County Landfill/Transfer System.

1.114 Subcontractor. Any person or company other than CONTRACTOR that has been retained to perform services under this Agreement. All Subcontractors are subject to approval by CITY prior to performing such services.

1.115 Support Facilities. Facilities used by CONTRACTOR for management, customer service, vehicle parking, and equipment maintenance required under this Agreement.

1.116 Sweep Waste. The accumulated waste materials generated as a result of performing Street Sweeping Services. Sweep Waste includes, but is not limited to, deposits of loose dirt, rocks, glass, cans, leaves, sticks, papers, Organic Waste residue or any like materials that can be removed by Street Sweeping operations.

1.117 Sweeper Route. A daily path or itinerary followed by a sweeper that has been clearly divided into a.m. and p.m. sections.

1.118 Temporary Roll-off Container Collection Service. Collection utilizing 10 - 40 cubic yard containers provided to Service Units for the temporary collection of Solid Waste, including Construction and Debris Materials, by a person or company that holds a valid non-exclusive Temporary Roll-off Container Collection franchise agreement with the CITY for the delivery of that material to a Permitted Facility. Temporary Roll-off Container Collection Service does not include the collection of Solid Waste generated from the normal, on-going activities of a Service Unit as part of this Agreement.

1.119 Travel Mile. A one-mile distance traveled along a street when no actual sweeping occurs, (e.g., distance between CONTRACTOR's service yard and the individual routes, and the distance to and from the dumpsite).

1.120 Universal Waste (U-Waste). Televisions, computer monitors, consumer electronics with circuit boards, fluorescent lamps, cathode ray tubes, non-empty aerosol cans, instruments and switches that contain mercury, and dry cell batteries containing cadmium copper or mercury.

1.121 Used Oil. Any oil that has been refined from crude oil or has been synthetically produced, and is no longer useful to the Service Recipient because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water; or has been used and as a result of such use has been contaminated with physical or chemical impurities. Used Oil must be generated by and at the SFD or MFD Service Unit where the Used Oil is collected. Used Oil does not include diesel oil, cooking oils or grease, mineral oil, transmission fluid, gasoline, hydraulic fluid, brake fluid or antifreeze.

1.122 Used Oil Filter. Any oil filter that is no longer useful to the Service Recipient because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water; or has been used and as a result of such use has been contaminated with physical or chemical impurities. Used Oil Filters must be generated by and at the same SFD or MFD Service Unit where the Used Oil Filter is collected.

1.123 Waste Delivery Agreement (“WDA”). The agreement between the CITY and Republic Services of Sonoma County dated September 31, 2014.

1.124 White Goods. Discarded refrigerators, ranges, water heaters, freezers, and other similar household appliances.

1.125 Work Day. Any day, Monday through Saturday that is not a Holiday, unless otherwise specified.

ARTICLE 2. Term of Agreement

2.01 Term. The term of this Agreement shall be for a fifteen (15) year period, beginning January 1, 2018 and terminating on December 31, 2032 (“Term”). If, during the first ten (10) years of the Term, a Performance Review is conducted as set forth in Article 20 of this Agreement that finds CONTRACTOR has not met any or all of the material provisions of this Agreement – including but not limited to material provisions of the Diversion Requirement (Article 5), Quality of Performance (Article 19), Performance Bond (Article 21), Insurance (Article 22) and/or other material terms or conditions of this Agreement – and CONTRACTOR, after written notice by CITY of the violations, fails to cure such violations within the cure periods specified in Section 24.01.5, then CITY may reduce the Term to ten (10) years, to terminate on December 31, 2027.

2.02 Extension of Term. CONTRACTOR may request one five (5) year extension to the fifteen (15) year Term, and at CITY’s sole option, CITY may grant CONTRACTOR’s request to extend the Term, with a new termination date of December 31, 2037. Under no circumstance will CITY be obligated to extend the Term. CONTRACTOR must request the five (5) year extension in writing by December 31, 2029 to be eligible for the Term extension. The CITY shall have until June 30, 2030 to accept or deny the extension request in writing to CONTRACTOR.

2.03 Diversion Performance Extension Options. CONTRACTOR may become eligible for an additional five (5) year extension (through December 31, 2042) if it meets the requirements of Article 5.12 (Diversion Performance Incentive) and Term extension has been executed as described in Article 2.02. Such additional extension for diversion performance may be offered to CONTRACTOR in writing at the CITY’s sole option on or before June 30, 2035. CONTRACTOR shall accept or deny the offer in writing no later than September 1, 2035. However, under no circumstances will CITY be obligated to offer to extend the Term. If the Term is extended, the compensation provisions of Article 4 shall not be subject to negotiation. However, the compensation payable to CONTRACTOR shall be adjusted annually throughout the extended Term as provided in Article 4.

2.04 Other Provisions. The CITY may, at the end of the Term or optional extended Term, as appropriate, either renegotiate the terms and conditions of the Agreement with CONTRACTOR or request proposals from qualified contractors to provide Collection Services.

ARTICLE 3. Services Provided by Contractor

3.01 Grant of Exclusive Right. Except as provided in Article 3.03, CONTRACTOR is hereby granted the exclusive right to collect, transport, recycle, process and dispose of Garbage, Recyclable Material, Organic Waste and Large Items within the Service Area, including without limitation all such material generated or accumulated at all SFD Service Units, MFD Service Units, Commercial Service Units and CITY Service Units in the Service Area. No other Garbage, Organics, or Recycling Collection Services shall be exclusive to CONTRACTOR.

3.02 Collection Service.

3.02.1 Frequency of Service. Each service (other than Large Item Collection Service) shall be provided at least once every week on a scheduled route basis. However, in those instances where the scheduled collection day falls on a Holiday, the collection day may be adjusted in a manner agreed to between the Service Recipient and CONTRACTOR as long as service is received a minimum of one (1) time per week. The size of the Bin or Cart and the frequency (above the minimum) of collection shall be determined by the Service Recipient and CONTRACTOR. However, size and frequency shall be sufficient to provide that no Garbage, Recyclable Material or Organic Waste need be placed outside the Bin or Cart on a regular basis.

3.02.2 Accessibility. CONTRACTOR shall provide Collection Service for all Garbage Carts and Bins, Recycling Carts and Bins, and Organics Carts and Bins that are accessible by CONTRACTOR's collection vehicles. "Accessible" for SFDs means placed within three feet (3') of the curb, swale, paved surface of the public roadway, or other such location agreed to by CONTRACTOR and the Service Recipient that provides safe and unobstructed access to the Carts and Bins. "Accessible" for non-SFDs means placed at a location agreed to by CONTRACTOR and the Service Recipient that provides safe and unobstructed access to the Carts and Bins.

3.02.2.1 CONTRACTOR shall provide "push services" as necessary during the provision of MFD and Commercial Collection Services. Push services involve the driver exiting from the collection vehicle, retrieving Garbage Carts or Bins, Recycling Carts or Bins or Organics Carts or Bins from storage locations, pushing or pulling them to collection locations accessible to the collection vehicle, and returning them to storage locations following collection. Push services are only available for Carts of any volume and Bins with a volume of three (3) cubic yards or less, and only where the slope is less than seven percent (7%). If the distance from the Container storage location to the nearest collection location exceeds ten feet (10'), then CONTRACTOR shall be entitled to charge a Push Rate in the amount set forth on **Exhibit 1**.

3.02.2.2 Unless otherwise directed by CITY, CONTRACTOR shall notify the CITY Representative daily, by telephone e-mail, of all situations that prevent or hinder collection from any MFD or Commercial Service Unit.

3.02.3 CONTRACTOR is required in all cases to collect Recyclable Material in excess of the capacity of SFD, MFD or Commercial Service Recipient's Cart or Bin, provided that it is properly bound, boxed or bagged and can easily be loaded into the collection vehicle by CONTRACTOR's driver. This provision shall not require CONTRACTOR to collect litter scattered around Containers.

3.02.4 Non-Collection and Pre-Arranged Garbage and Organic Waste Overflow.

3.02.4.1 CONTRACTOR is not required to collect Garbage or Organic Waste in excess of the capacity of SFD, MFD or Commercial Service Recipient's Cart or Bin. CONTRACTOR shall collect Garbage and Organic Waste in excess of the capacity of SFD, MFD or Commercial Service Recipient's Cart or Bin, including materials that are outside Service Recipient's Cart or Bin, if the Service Recipient has made prior arrangements to do so, and may assess a fee for Collection Overflow to collect said Garbage or Organic Waste that is in excess of the Cart or Bin capacity or if such materials are outside of the Cart or Bin.

3.02.4.2 In the event of non-collection, CONTRACTOR shall affix to the Bin or Cart a Non-Collection Notice explaining why collection was not made. CONTRACTOR shall maintain copies of the Non-Collection Notices for five (5) years from the date that the Non-Collection Notice was given to the Service Recipient.

3.02.4.3 Service Recipients receiving SFD, MFD or Commercial services will be notified of non-collection of Collection Overflow by letter if Service Recipient did not make prior arrangements. The letter, with digital photograph, shall be promptly delivered to the Service Recipient after non-collection.

3.02.4.4 On the second Collection Overflow incident, the Service Recipient will receive a warning, along with a picture, and a CONTRACTOR representative shall contact the Service Recipient to ensure that Service Recipient has the appropriate level of service.

3.02.4.5 On the third and every subsequent incident of Collection Overflow thereafter, charges for excess Garbage, Recyclable Material and Organic Waste will be charged as set forth in **Exhibit 1**.

3.03 Exceptions to Agreement. The exclusive rights granted to CONTRACTOR in Section 3.01 shall not apply to the following types of materials:

3.03.1 Recyclable Material, Organic Waste or Large Items Source Separated by the Service Recipient, which the Service Recipient sells, or donates to youth, civic or charitable organizations;

3.03.2 Garbage, Recyclable Material, Organic Waste or Large Items, which are removed from any SFD Service Unit, MFD Service Unit, Commercial Service Unit, or CITY Service Unit and which are transported personally by the Service Recipient and delivered directly to a MRF, Organics Processing or Disposal Facility;

3.03.3 Beverage containers delivered by the Service Recipient for Recycling under the California Beverage Container Recycling Litter Reduction Act, California Public Resources Code sections 14500, et seq.;

3.03.4 Materials removed from a Service Unit by a contractor as an incidental part of gardening, landscaping, tree trimming, cleaning, maintenance, construction or similar service offered by that contractor rather than as a hauling service, provided that the hauling is performed by the contractor itself and not a subcontracted hauling company;

3.03.5 Large Items removed from a Service Unit by a property management or maintenance company as an incidental part of the total clean-up or maintenance service offered by the company rather than as a hauling service, where no Roll-off Containers are used for the collection and transportation of such Large Items;

3.03.6 Hazardous Waste and other Exempt Waste regardless of its source; and

3.03.7 Secure document shredding.

3.04 Scope of Agreement. CONTRACTOR acknowledges and agrees that CITY may permit other persons besides CONTRACTOR to collect any and all types of materials excluded from the scope of this Agreement, as set forth above, without seeking or obtaining approval of CONTRACTOR. If CONTRACTOR can produce evidence that other persons are servicing collection containers or are collecting Garbage, Recyclable Material and/or Organic Waste in a manner that is not consistent with CITY's Code or this Agreement, it shall report the location, the name and telephone number of the person or company to CITY along with CONTRACTOR's evidence of the violation of the exclusiveness of this Agreement, and CONTRACTOR shall assist CITY to enforce CITY's Code and this Agreement. CONTRACTOR may remove illegally placed containers in the public right-of-way, alleys, or streets.

3.04.1 The scope of this Agreement shall be interpreted to be consistent with applicable law, now and during the Term. If future judicial interpretations of current law or new laws, regulations, or judicial interpretations limit the ability of CITY to lawfully provide for the scope of

services as specifically set forth herein, CONTRACTOR agrees that the scope of the Agreement will be limited to those services and materials which may be lawfully provided and that CITY shall not be responsible for any lost profits or losses claimed by CONTRACTOR to arise out of limitations of the scope of the Agreement set forth herein.

3.05 Commingling of Garbage, Recyclable Material or Organic Waste. Except contaminated loads, CONTRACTOR shall not at any time commingle Garbage with Source Separated Organic Waste or with Source Separated Recyclable Material, or commingle Source Separated Organic Waste with Source Separated Recyclable Material collected pursuant to this Agreement without the express prior written authorization of the CITY Representative. Such approval by the CITY will not be unreasonably withheld.

3.06 Commingling of Materials Collected Outside of CITY. CONTRACTOR shall not at any time commingle any Residential, Commercial or CITY Garbage, Recyclable Material, or Organic Waste collected pursuant to this Agreement, with any other material collected by CONTRACTOR inside or outside the CITY without the express prior written authorization of the CITY Representative.

3.07 Contamination. CONTRACTOR shall only be required to collect Recyclable Material if it has been Source Separated by the Service Recipient from Garbage and Organic Waste, and shall only be required to collect Organic Waste if it has been Source Separated by the Service Recipient from Garbage and Recyclable Material. If, by visual inspection, Recyclable Material is commingled with ten percent (10%) by volume of Garbage or Organic Waste, or if, by visual inspection, Organic Waste is commingled with three percent (3%) by volume of Garbage or Recyclable Material, then CONTRACTOR may take the following steps:

3.07.1 Contamination Occurrences per Calendar Year. CONTRACTOR shall collect the contaminated Cart or Bin at no charge to Service Recipient for the first and second occurrences and affix a notice on the Container for each occurrence that specifies the contaminant and contains instructions on the proper procedures for source-separating Recyclable Material or Organic Waste. On the third and fourth occurrences, CONTRACTOR shall collect the contaminated Cart or Bin and impose the contamination fee which may be assessed on such occurrences, as set forth in **Exhibit 1**. On the fifth occurrence, CONTRACTOR, after notifying Service Recipient, shall remove the Recycling or Organics Cart or Bin, as applicable, and discontinue the Recycling or Organics Collection Services for a period not to exceed one (1) year. CONTRACTOR shall notify CITY within five (5) Work Days of removal of Recycling or Organics Carts or Bins for excessive contamination.

3.07.2 Service Re-Start. After one (1) year, or a shorter time-period if agreed upon by CONTRACTOR and Service Recipient, the Service Recipient may request that CONTRACTOR reinstate the discontinued Collection Service, and CONTRACTOR may charge a Container re-delivery fee for restarting Collection Service as specified in **Exhibit 1**.

3.07.3 Notwithstanding Section 3.07.1, if CONTRACTOR has reason to believe that collection of Recyclable Material or Organic Waste Carts or Bins containing more than ten percent (10%) contamination violates the Waste Delivery Agreement or any other flow control requirement binding on CITY or CONTRACTOR, then CONTRACTOR may, in lieu of the procedure set forth in Section 3.07.1, refuse to collect such Carts and Bins, and instead affix a Non-Collection Notice on the container explaining the reason for non-collection. CONTRACTOR shall provide at least thirty (30) days' prior written notice to CITY of such change.

3.08 Service Standards. CONTRACTOR shall perform all Collection Services under this Agreement in a thorough and professional manner. Collection Services described in this Agreement shall be performed regardless of weather conditions or difficulty of collection.

3.09 Hours and Days of Collection.

3.09.1 SFD Collection Services shall be provided, commencing no earlier than 6:00 a.m. and terminating no later than 6:00 p.m., Monday through Friday with no service on Saturday (except for Holiday service in which case normal collection hours may be utilized) or Sunday. The hours and days of collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the CITY Representative.

3.09.2 MFD Collection Services shall be provided, commencing no earlier than 6:00 a.m. and terminating no later than 6:00 p.m. Monday through Friday with no service on Saturday (except for Holiday service in which case normal collection hours may be utilized) or Sunday. The hours and days of collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the CITY Representative.

3.09.3 Commercial and CITY Collection Service shall be provided, commencing no earlier than 4:00 a.m., and terminating no later than 6:00 p.m., Monday through Saturday and commencing no earlier than 6:00 a.m., and terminating no later than 9:00 p.m., on Sunday. The hours and days of collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the CITY Representative.

3.09.4 In the event that Commercial Service Units are within 100 feet of SFD Service Units, and CITY or CONTRACTOR receive more than five (5) noise complaints from different such SFD Service Recipients about Collection Services at such Commercial Service Units, then upon written notice by CITY to CONTRACTOR, the hours of collection for Commercial Collection Services at such Commercial Service Units shall be the same as SFD Collection Services.

3.09.5 The CITY may require CONTRACTOR to shorten collection hours in areas around schools to no later than 3:00 p.m., and refrain from Collection in high traffic areas during peak commute hours. When the CITY is conducting road overlay or slurry projects, the CITY reserves the right to temporarily redirect or restrict CONTRACTOR from collection in the affected areas or temporarily change the collection hours if needed. Collection hours may be extended due to extraordinary circumstances or conditions with the prior written consent of the CITY Representative.

3.10 Holiday Service. In any week in which a Holiday falls on a Work Day, SFD Collection Services for the Holiday and each Work Day thereafter will be delayed one Work Day for the remainder of the week with normally scheduled Friday Collection Services being performed on Saturday. MFD, Commercial and CITY Collection Services shall be adjusted as agreed between CONTRACTOR and the Service Recipient but must meet the minimum frequency requirement of one (1) time per week.

3.11 Manner of Collection. CONTRACTOR shall provide Collection Services with as little disturbance as possible and shall return all Carts and Bins in an upright position to the original collection location, and without obstruction of alleys, roadways, driveways, sidewalks or mailboxes.

3.12 Containers – Carts, Bins and Indoor Food Waste Pails/Containers.

3.12.1 All Carts and Bins shall be color coded in the following ways: black or grey for Garbage, blue for Recyclable Material and green for Organic Waste. Carts and Bins shall have non-removable instructions for proper usage and images of the material type to be accepted in each collection Cart and Bin. Cart instructions shall be in both the English and Spanish languages. All Carts and Bins must be constructed and maintained to prevent leaks and litter from escaping. All Carts and Bins shall be clean prior to delivery to a Service Unit.

3.12.2 Carts. All Carts used for SFD, MFD, Commercial or CITY Collection Services shall be new within nine (9) months of the Effective Date. The new Carts shall be hot-stamped, embossed (or labeled/decaled), or laminated, with a unique identification number and labeled with the type of materials to be collected (i.e., Garbage, Organic Waste, and Recyclable Material). Labeling of such Carts shall be on the lids and include CONTRACTOR's telephone number. Permanent adhesive stickers may be used as a decal for such labeling, however if the decal fails at any point during the Term, CONTRACTOR shall replace the labeling or replace the Cart with a Cart having acceptable labeling. Labeling and graphics on such newly purchased Carts (if different from those commonly used by CONTRACTOR) shall be approved by CITY. Prior to the deadline for replacing Carts described in this section, CONTRACTOR may use existing Carts, provided that CONTRACTOR repairs or replaces non-functional Carts in accordance with the provisions of this Agreement. Within one (1) week after the Effective Date, CONTRACTOR shall provide proof to CITY that new Carts have been ordered in sufficient quantity to replace all existing Carts and that such Carts will be delivered within nine (9) months of the Effective Date. All labeling described in this section shall be in both English and Spanish.

3.12.3 Bins. Bins used for SFD, MFD, Commercial or CITY Collection Services may be pre-owned or new at the start of Collection Services. Newly purchased Bins introduced into service by CONTRACTOR during the Term are to be painted, embossed (or labeled/decaled), or hot stamped with a unique identification number, and be labeled with the type of materials to be collected (i.e., Garbage, Organic Waste, Recyclable Material) and instructions provided for proper usage at the time of delivery to a new account or upon request of the Service Recipient. CONTRACTOR's telephone number shall be included as part of such Bin labeling. Permanent adhesive stickers may be used as a decal for such labeling, however if the decal fails at any point during the Term, CONTRACTOR shall replace the labeling or replace the Bin with a Bin having acceptable labeling. Labeling and graphics of such newly purchased Bins (if different from those commonly used by CONTRACTOR) shall be approved by CITY. All labeling as described in this section shall be in both English and Spanish.

3.12.4 Indoor Food Waste Pails/Containers. Indoor Food Waste Pails/Containers for Commercial and CITY Collection Services shall be new at the start of Collection Services. Newly purchased Indoor Food Waste Containers are to be hot-stamped, embossed (or labeled/decaled) and labeled with the type of materials to be collected, and instructions provided for proper usage at the time of delivery to a new account or upon request of the Service Recipient. Labeling of such shall be on the lids and include CONTRACTOR's telephone number. Labeling and graphics on such newly purchased Indoor Food Waste Container (if different from those commonly used by CONTRACTOR) shall be approved by CITY.

3.12.5 Roll-off Containers. Roll-off Containers may be pre-owned or new, provided they are properly marked with CONTRACTOR's name and telephone number as part of Roll-off Container labeling and in good working order. CITY retains the right to inspect any such pre-owned Roll-off Container and direct CONTRACTOR to replace or repair such a pre-owned Roll-off Container if it is not properly marked or is not in good working order.

3.12.6 Purchase and Distribution of Carts and Bins. CONTRACTOR shall be responsible for the purchase and distribution of fully assembled and functional Carts and Bins to Service Units in the Service Area. CONTRACTOR shall also distribute Carts and Bins to new Service Units that are added to CONTRACTOR's Service Area during the Term. In all cases of Bin or Cart delivery or replacement as described in Articles 3.12.7 and 3.12.9: (i) the distribution shall be completed within three (3) Work Days of receipt of notification from the CITY or Service Unit or prior to the Service Recipient's first scheduled day of collection of Solid Waste, so long as the Service Recipient has made the request to CONTRACTOR no fewer than 24-hours in advance of their first scheduled day of collection, whichever is sooner. Carts and Bins are to be cleaned prior to distribution to a Service Unit. (ii) Delivery shall be at CONTRACTOR's sole cost and expense (except as provided in

Section 3.12.7.1); and (iii) CONTRACTOR shall maintain records documenting all Cart and Bin replacements and the reasons therefor by month.

3.12.7 Replacement of Carts and Bins. CONTRACTOR's employees shall take care to prevent damage to Carts or Bins. At its sole cost and expense, CONTRACTOR shall replace Carts and Bins damaged or lost by its employees or equipment without inconvenience to the Service Recipient. Additionally, Service Recipients may request one (1) free replacement of Carts or Bins during the Term.

3.12.7.1 Upon notice to CONTRACTOR by CITY or a Service Recipient that the Service Recipient's Cart or Bin has been lost, stolen or substantially damaged, CONTRACTOR shall deliver a replacement Cart or Bin to such Service Recipient. If, at the time of notice, the Service Recipient has already received one (1) free replacement of Carts or Bins during the Term, CONTRACTOR shall be entitled to charge the Service Recipient the fee for Additional Cart Exchange or Replacement or Additional Bin Exchange or Replacement set forth in **Exhibit 1**.

3.12.8 Repair of Carts and Bins. CONTRACTOR shall be responsible for Cart and Bin repairs, including, but not limited to, hinged lids, wheels and axles. CONTRACTOR shall repair Carts and Bins or if necessary, remove Carts and Bins for repairs and deliver replacement Carts and Bins to Service Recipients.

3.12.9 Cart or Bin Exchange. Upon notice to CONTRACTOR by the CITY or a Service Recipient that a change in the size or number of Carts or Bins is required, CONTRACTOR shall deliver such Carts or Bins to the Service Recipient under the provisions stated in Article 3.12.6.

3.12.10 Ownership of Carts. Ownership of Carts shall rest with CONTRACTOR, except that ownership of Carts in the possession of a Service Recipient at the expiration or termination of this Agreement shall rest with the CITY. At its sole discretion, CITY may elect not to exercise its rights with regard to this Article and in such case the Carts shall remain the property of CONTRACTOR upon expiration or termination of this Agreement. If the CITY elects not to exercise its rights under this Article, CONTRACTOR shall be responsible for removing all Carts in service from the Service Area and reusing or recycling such Carts.

3.12.11 Ownership of Bins. Ownership of Bins distributed by CONTRACTOR shall rest with CONTRACTOR except in the case of the termination of the Agreement prior to the expiration of the Term or due to the default of CONTRACTOR as set forth in Article 24 of this Agreement. Under such circumstances, the CITY shall have the right to take possession of the Bins and shall retain such possession until satisfactory arrangements can be made to provide Collection Services using other equipment. Such time of possession shall not be limited and regardless of the time of possession there shall be no monies owing to CONTRACTOR from the CITY for the use of the equipment. Upon the receipt of written notice from the CITY, CONTRACTOR shall submit to the CITY Representative an inventory of Bins, including their locations.

3.12.12 Ownership of Roll-off Containers. Ownership of Roll-off Containers distributed by CONTRACTOR shall rest with CONTRACTOR except in the case of the termination of the Agreement prior to the expiration of the Term due to the default of CONTRACTOR as set forth in Article 24 of this Agreement. Under such circumstances, the CITY shall have the right to take possession of the Containers and shall retain such possession until satisfactory arrangements can be made to provide Collection Services using other equipment. Such time of possession shall not be limited and regardless of the time of possession there shall be no monies owing to CONTRACTOR from the CITY for the use of the equipment. Upon the receipt of written notice from the CITY, CONTRACTOR shall submit to the CITY Representative an inventory of Containers, including their locations.

3.12.13 Annual Inspection and Cleaning. Once each Agreement Year, at no charge to the Service Recipient, CONTRACTOR shall inspect all Garbage, Recycling, and Organics Carts and Bins at the Service Unit and shall replace those Carts and Bins needing cleaning with clean Carts and Bins and remove the dirty Carts and Bins for cleaning. An annual inspection and cleaning schedule will be provided to the CITY sixty (60) days prior to inspections, listing the Service Recipient, Service Unit Dwelling Unit, Cart and Bin type and size. CONTRACTOR shall adhere to the proposed schedule allowing the CITY to audit Service Unit for compliance.

3.12.14 Indoor Food Waste Container. If requested by the Service Recipient, CONTRACTOR shall provide Commercial and CITY Service Units receiving Commercial or CITY Organics Collection Service with a Container for indoor storage of Food Waste prior to placing the waste in the outdoor Organics Cart or Bin, provided that the number of Indoor Food Waste Containers distributed per Agreement Year under this provision shall not exceed ten percent (10%) of the total number of Commercial Service Units and CITY Service Units during the prior Agreement Year. Indoor Food Waste Containers will be distributed at the Service Recipient's request, and the specific volumetric size and number of Containers will be determined between Service Recipient and CONTRACTOR. Provided that the Organics Processing Facility approves the use of plastic bags and/or compostable bags, CONTRACTOR shall allow the use of plastic and/or compostable bags by the Service Recipient for the containment of Food Waste inside the Organics Cart or Bin, and shall collect Organics Carts and Bins containing plastic and/or compostable bags of Food Waste as part of the Commercial or CITY Organics Collection Service provided under the terms of this Agreement.

3.12.15 Indoor Food Waste Pail. If requested by an SFD Service Recipient or the owner/manager of an MFD Service Unit, CONTRACTOR shall provide SFD and MFD Service Units receiving SFD or MFD Organics Collection Service with a pail for indoor storage of Food Waste prior to placing the waste in the outdoor Organics Cart or Bin, provided that the number of Indoor Food Waste Pails distributed per Agreement Year under this section shall not exceed thirty five percent (35%) of the total number of SFD Service Units and MFD Service Units during the first three (3) Agreement Years, and shall not exceed ten percent (10%) of the total number of SFD Service Units and MFD Service Units in subsequent Agreement Years. Indoor Food Waste Pails shall be distributed at the Service Recipient's request. Provided that the Organics Processing Facility approves the use of plastic and/or compostable bags, CONTRACTOR shall allow the use of plastic and/or compostable bags by the Service Recipient for the containment of Food Waste inside the Organics Cart or Bin, and shall collect Organics Carts and Bins containing plastic and/or compostable bags of Food Waste as part of the SFD and MFD Collection Service provided under the terms of this Agreement.

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

3.14 Inspections. The CITY shall have the right to inspect CONTRACTOR's facilities and Containers and their contents at any time.

3.15 Disposal and Processing.

3.15.1 Compliance with Permits. CONTRACTOR shall not knowingly deliver materials collected under this Agreement to facilities that do not comply in all material aspects with the Department of Resources Recycling and Recovery regulations under California Code of Regulations Title 14, Division 7, Chapter 3, Minimum Standards for Solid Waste Handling and Disposal. CONTRACTOR must use reasonable efforts to assure that all Disposal, Transfer, and Processing

Facilities to which CONTRACTOR delivers material under this Agreement are legally permitted to receive material collected under this Agreement. Failure to comply with this provision is an event of default under this Agreement.

3.15.2 Permits and Approvals. CONTRACTOR shall, upon written request from CITY, arrange for the facilities owned by CONTRACTOR or an affiliate of CONTRACTOR to which CONTRACTOR delivers material under this Agreement to provide copies of facility permits, notices of violations, inspection areas or concerns, or administrative action to correct deficiencies related to the operation, but only to the extent the foregoing are material and reasonably related to the services provided under this Agreement. For other facilities selected by CONTRACTOR to which CONTRACTOR delivers material under this Agreement, if CONTRACTOR becomes aware of any material permit violations by such facilities that are reasonably related to the services provided under this Agreement, CONTRACTOR shall notify the CITY of the same. Failure to provide facility information is an event of default under this Agreement.

3.15.3 Prior Agreement for Disposal. CONTRACTOR acknowledges that CITY has contracted for disposal of Garbage with Sonoma County and with Republic Services of Sonoma County. CONTRACTOR agrees to abide by the terms and conditions applicable to haulers using the Sonoma County Landfill/Transfer System as set forth in the Agreements with Sonoma County and Republic Services of Sonoma County. CONTRACTOR shall enter into any agreements as may be required by Sonoma County or Republic Services of Sonoma County guaranteeing that CONTRACTOR shall deliver all disposal tonnages, and all source separated commercial Food Waste to the Disposal Facility. Failure to enter into such agreements is a material breach and an event of default under this Agreement.

3.15.4 Disposal Facility. Except as set forth below, all Garbage Collected as a result of performing Collection Services shall be transported to, and disposed of, at the Disposal Facility by CONTRACTOR. In the event the Disposal Facility is closed on a Work Day, or is not able to accept Garbage, CONTRACTOR shall transport and dispose of the Garbage at such other legally permitted Disposal Facility as is approved by CITY. Failure to comply with this provision shall result in the levy of liquidated damages as specified in Article 19 of this Agreement is an event of default under this Agreement.

3.15.5 Material Recovery Facility. All Source Separated Recyclable Material collected as a result of performing Recycling Collection Services shall be delivered by CONTRACTOR to a legally permitted Material Recovery Facility (MRF) as listed in **Exhibit 5**. In the event the MRF is closed on a Work Day, or is not able to accept Recyclable Material, CONTRACTOR shall transport and deliver the Recyclable Material to such other legally permitted MRF as is approved by CITY. Failure to comply with this provision is an event of default under this Agreement and shall result in the levy of liquidated damages as specified in Article 19. CONTRACTOR shall ensure that all Source Separated Recyclable Material collected pursuant to this Agreement, except Processing Residue, is diverted from the Disposal Facility in accordance with AB 939, AB 341 and subsequent legislation and regulations. CONTRACTOR may also deliver Recyclable Material to a transfer station prior to delivery to a legally permitted MRF.

3.15.6 Organics Processing Facility. CONTRACTOR shall deliver all collected Source Separated Organic Waste (except source separated commercial Food Waste, which shall be directed to the Sonoma County Landfill/Transfer System) to a legally permitted Organics Processing Facility as listed in **Exhibit 5**. In the event the facility is closed on a Work Day, or is not able to accept Organic Waste, CONTRACTOR shall transport and deliver the Organic Waste to such other legally Permitted Facility as is approved by CITY. CONTRACTOR shall ensure that all Source Separated Organic Waste

collected pursuant to this Agreement, except Processing Residue, is diverted from the Disposal Facility in accordance with AB 939, AB 1826 and subsequent legislation and regulations.

3.15.6.1 Large Item Processing and Disposal. CONTRACTOR shall not dispose of Large Items unless the Large Items cannot be reused or recycled. CITY reserves the right to direct CONTRACTOR to take Large Items collected pursuant to this Agreement to a designated site(s) for the purpose of permitting persons who will reuse or recycle such Large Items to obtain the Large Items at no cost. In the event CONTRACTOR Collects Large Items that contain Freon, CONTRACTOR shall handle such Large Items in a manner such that the Large Items are not subject to regulation as Hazardous Waste under Applicable Law. CONTRACTOR shall regularly inform all Service Recipients about the Large Item Collection Service, and use reasonable good faith efforts to divert from disposal at least fifty percent (50%) of the total tons of Large Items collected as part of the Large Item Collection Service, per Agreement Year.

3.15.7 Acquisition of Facilities. CONTRACTOR shall own (or lease) and operate a MRF and Support Facilities within Sonoma County to support and provide Collection Services under this Agreement.

3.16 Spillage and Litter. CONTRACTOR shall not litter while providing Collection Services or while its collection vehicle(s) are on the road. CONTRACTOR shall transport all materials collected under this Agreement in such a manner as to prevent the spilling or blowing of such materials from CONTRACTOR'S collection vehicle(s). CONTRACTOR shall exercise all reasonable care and diligence in providing Collection Services so as to prevent spilling or dropping Solid Waste and shall immediately, at the time of occurrence, clean up such spilled or dropped materials.

3.16.1 CONTRACTOR shall not be responsible for cleaning up unsanitary conditions such as litter caused by the carelessness of the Service Recipient. However, CONTRACTOR shall clean up any material or residue that was spilled or scattered by CONTRACTOR or its employees.

3.16.2 Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from CONTRACTOR's operations, collection vehicles or equipment repair shall be covered immediately with an absorptive material and removed from the street surface. When necessary, CONTRACTOR shall apply a suitable cleaning agent to the street surface to provide adequate cleaning. To facilitate such clean-up, CONTRACTOR's collection vehicles shall at all times carry sufficient quantities of petroleum absorbent materials along with a broom and shovel.

3.16.3 The above paragraphs notwithstanding, CONTRACTOR shall clean up any spillage, litter, equipment oil, hydraulic fluids, spilled paint, and any other liquid or debris caused by CONTRACTOR within two (2) hours upon notice from the CITY.

3.16.4 In the event damage to CITY streets (excluding stains) is caused by a hydraulic oil spill, CONTRACTOR shall be responsible for all repairs to return the street to the same condition prior to the spill. CONTRACTOR shall also be responsible for all clean-up activities related to the spill. Repairs and clean-up shall be performed in a manner satisfactory to the CITY Representative and at no cost to the CITY or Service Recipient.

3.17 Ownership of Materials. Ownership of Garbage, Recyclable Material, and Organic Waste shall pass to CONTRACTOR at such time as the Service Recipient has deposited such materials and set out such material for collection by CONTRACTOR and provided to CONTRACTOR, in a Bin, Cart, Roll-off Container, or container approved by the CITY used for City-Supported Event or Neighborhood Clean-up Event. CONTRACTOR shall have the exclusive right to the collection, ownership, and possession thereof.

3.18 Hazardous Waste.

3.18.1 Under no circumstances shall CONTRACTOR knowingly collect Hazardous Waste, or remove unsafe or poorly containerized Hazardous Waste, from a collection Container. If CONTRACTOR determines that material placed in any Container for collection is Hazardous Waste, or other material that may not legally be accepted at the Disposal Facility or one of the processing facilities, or presents a hazard to CONTRACTOR'S employees, CONTRACTOR shall have the right to refuse to accept such material. The Service Recipient shall be contacted by CONTRACTOR and requested to arrange for proper Disposal Service. If the Service Recipient cannot be reached immediately, CONTRACTOR shall, before leaving the Service Unit, leave a Non-Collection Notice, which indicates the reason for refusing to collect the material.

3.18.2 If Hazardous Waste is found in a collection Container that poses an imminent danger to people or property, CONTRACTOR shall immediately notify the Santa Rosa Police Department. CONTRACTOR shall immediately notify the CITY Representative of any Hazardous Waste that has been identified.

3.18.3 If Hazardous Waste is identified at the time of delivery to the Disposal Facility, or one of the processing facilities and the Service Recipient cannot be identified, CONTRACTOR shall be solely responsible for handling and arranging transport and disposition of the Hazardous Waste.

3.19 Regulations and Record Keeping. CONTRACTOR shall comply with emergency notification procedures required by applicable laws and regulatory requirements. All records required by regulations shall be maintained at CONTRACTOR's facility. These records shall include waste manifests, waste inventories, waste characterization records, inspection records, incident reports, and training records.

3.20 Notification of Accidents. CONTRACTOR shall notify CITY Representative of any accidents occurring within the Service Area that involve CONTRACTOR's vehicles, employees or equipment that result in any personal injury or property damage. Such notification shall be made within two (2) hours of occurrence to CITY Representative either in-person or via telephone call (including by leaving a voicemail). Text messages and emails are not acceptable means of notification.

3.21 Transition. CONTRACTOR understands and agrees that the time between the formal Agreement signing and January 1, 2018 is intended to provide CONTRACTOR with ample and sufficient time to, among other things, order equipment, prepare necessary routing schedules and route maps, obtain any permits and licenses, establish/build facilities, and begin the public awareness campaign as part of CONTRACTOR's transition program as specified in **Exhibit 8** which is attached to and incorporated into this Agreement. CONTRACTOR shall be responsible for the provision of all Collection Services beginning January 1, 2018.

ARTICLE 4. Billing, Service Recipient Rates and Contractor Payments to City

4.01 CONTRACTOR Billing. CONTRACTOR shall be responsible for the billing and collection of payments for all Collection Services. Notwithstanding the preceding provision, CONTRACTOR shall not bill for CITY Collection Services or City-Supported Events. CONTRACTOR shall charge Service Recipients a maximum amount not to exceed the Service Recipient Rates in **Exhibit 1**, as may be adjusted under the terms of this Agreement (Service Recipient Rates in **Exhibit 1** also include adjustments under the terms of this Agreement).

4.01.1 Billing Frequency

4.01.1.1 SFD Service Units. CONTRACTOR shall produce an invoice for SFD Service Units, in a form and format that is approved by the CITY Representative, for services to be received under this Agreement in advance no less than four (4) times up to twelve (12) times per Agreement Year. The specific frequency of SFD Service Unit invoices will be agreed upon between CITY and CONTRACTOR (i.e. one (1), two (2) or three (3) month billing cycle). CONTRACTOR's invoice shall be remitted to the Service Recipient no later than the tenth day of the month proceeding the period for which service is being billed.

4.01.1.2 MFD and Commercial Service Units. CONTRACTOR shall produce an invoice in a form and format that is approved by the CITY Representative for services rendered under this Agreement on a monthly basis for services performed during the prior month. CONTRACTOR's invoice shall be remitted to the Service Recipient no later than the tenth day of the following month for the period for which service is being billed.

4.01.2 Partial Month Service. If, during a month, a Service Unit is added to or deleted from CONTRACTOR's Service Area, CONTRACTOR's billing shall be pro-rated based on the weekly service rate (the weekly service rate shall be the service rate established in **Exhibit 1** divided by four (4), and the pro-rated amount shall be such rate multiplied by the number of actual weeks in the month that collection service was provided to the Service Unit).

4.01.2.1 Delinquent Service Accounts. CONTRACTOR shall report to the CITY Representative, on a monthly basis, all SFD Service Recipients who have received Collection Services and whose accounts are over ninety (90) days past due, and all MFD and Commercial Service Recipients whose accounts are over forty-five (45) days past due. CONTRACTOR may take such action as is legally available to collect or cause collection of such past due amounts, including ceasing the provision of Collection Services to any Service Unit due to non-payment.

4.01.3 Invoice Method. CONTRACTOR will make available to all Service Recipients an option and means to receive CONTRACTOR invoices by mail (hardcopy invoices) or email (electronic invoices). CONTRACTOR shall bi-annually advertise invoice methods to all Service Recipients.

4.01.4 Payment Methods. CONTRACTOR shall provide the means for Service Recipients to pay bills in person, over the telephone or online with the following payment methods: cash, checks, e-check, credit cards, CONTRACTOR website, online payment systems and automatic withdrawal from Service Recipient bank accounts. Online payment methods shall be password protected, PCI Compliant, and comply with state and federal law protecting the privacy of Service Recipients' credit information. At CITY's request, CONTRACTOR shall provide evidence of such security certifications and advise CITY of CONTRACTOR's security measures implemented for on-line payment.

4.01.5 Billing Inserts. CITY may provide educational and other materials to CONTRACTOR for inclusion with invoices provided by CONTRACTOR to Service Recipients regarding Collection Services, CITY partnerships, CITY programs and City-Supported Events at least twice per Agreement Year. CONTRACTOR shall not charge CITY for the inclusion of additional educational or other materials with the invoices.

4.02 Service Recipient Rate Elements. Service Recipient Rates shall consist of some combination of the following elements: A *Collection Element*, a *Disposal Element*, a *Recyclable Material Processing/Expense Element*, a *Recyclable Material Revenue Element*, an *Organic Waste Processing Element*, a *Franchise Fee Element*, and other such elements as may be added by mutual agreement of CITY and CONTRACTOR during the Term.

4.03 Adjustments to Service Recipient Rates. Beginning January 1, 2019, CONTRACTOR may apply for annual adjustments to Service Recipient Rates effective January 1 of each year. CONTRACTOR shall be responsible for calculating and submitting its annual rate adjustment application to the CITY, including each of the elements described in the following subsections.

4.03.1 Adjustments to Collection Elements. Beginning on January 1, 2019, and annually thereafter during the Term, the *Collection Elements* of the Service Recipient Rates set forth in Article 4 shall be adjusted by the RRI adjustment set forth below. In any year that the calculation of the RRI results in a negative number, there shall be no adjustment of the *Collection Elements*. Instead, the negative RRI number shall be added to the result of the subsequent years RRI calculation and the result shall be the RRI adjustment for that subsequent year.

4.03.1.1 RRI Adjustment Calculation. The RRI adjustment shall be the sum of the weighted percentage change in the annual average of each RRI index number between the base year, which shall be the prior preceding year ending August 31, and the preceding year ending August 31 as contained in the most recent release of the source documents listed in **Exhibit 2**, ("REFUSE RATE INDEX") which is attached to and included in this Agreement. Therefore, the first *Collection Element* rate adjustment effective January 1, 2019 will be based on the percentage changes between the annual average of the RRI indices from September 1, 2016 to August 31, 2017 and the annual average of the RRI indices from September 1, 2017 to August 31, 2018. The RRI shall be calculated using the RRI methodology included in **Exhibit 2**.

4.03.2 Adjustments to Disposal Elements. The *Disposal Elements* of the Service Recipient Rates will be adjusted at the same time as the RRI adjustment to *Collection Elements* described in Article 4.03.1. The percentage change to the *Disposal Elements* shall be calculated as the percentage change between the per-ton tip fee charged at the Disposal Facility on the prior January 1 and the tip fee that will be effective on the upcoming January 1 rate adjustment date. Prior to the Collection Services start date of January 1, 2018, the Service Recipient Rates provided in **Exhibit 1** will be modified to reflect any change to the per-ton tip fee provided as of October 1, 2017.

4.03.3 Adjustments to Recyclable Material Processing/Expense Element. The *Recyclable Material Processing/Expense Element* of the Service Recipient Rates will be adjusted at the same time as the RRI adjustment to *Collection Elements* described in Article 4.03.1. The percentage change to the *Recyclable Material Processing/Expense Element* shall be calculated based on the percentage change in the annual average of the RRI indices from September 1, 2016 to August 31, 2017 and the annual average of the RRI indices from September 1, 2017 to August 31, 2018, and annually from September 1 to August 31 thereafter.

4.03.4 Adjustments to Recyclable Material Revenue Element. The *Recyclable Material Revenue Element* of the Service Recipient Rates will be adjusted at the same time as the RRI adjustment to *Collection Elements* described in Article 4.03.1. The percentage change to the *Recyclable Material Revenue Element* shall be equal to the percentage change in the annual average of the Official Board Markets (OBM) Index for Recovered Paper – Export for OCC (11), FAS Point of Origin San Francisco/Oakland, published by Pulp & Paper Week, from September 1, 2016 to August 31, 2017 and the annual average of such index from September 1, 2017 to August 31, 2018 and annually from September 1 to August 31 thereafter. If the published index value is a range, the midpoint of the range will be used to calculate the annual averages.

4.03.5 Adjustments to Organic Waste Processing Element. The *Organic Waste Processing Elements* of the Service Recipient Rates will be adjusted at the same time as the RRI adjustment to *Collection Elements* described in Article 4.03.1. The method for calculating the percentage change to the *Organic Waste Processing Elements* will depend on the facility used by CONTRACTOR, specifically:

(a) If CONTRACTOR utilizes the SCWMA's contracted Organics Processing Facility, the percentage change shall be calculated as the percentage change between the per-ton tip fee charged at that facility on the prior January 1 and the tip fee that will be effective on the upcoming January 1 rate adjustment date; or

(b) If CONTRACTOR utilizes any other facility, the percentage change will be calculated as the percentage change in the annual average of the Consumer Price Index (CPI) between the base year, which shall be the prior preceding twelve (12) months from September 1 through August 31, and the preceding year ending August 31. For example, the first *Organic Waste Processing Element* rate adjustment effective January 1, 2019 would be based on the percentage changes between the annual average CPI value from September 1, 2016 to August 31, 2017 and the annual average CPI value from September 1, 2017 to August 31, 2018.

4.03.6 Adjustments to Franchise Fee Element. The *Franchise Fee Elements* of the Service Recipient Rates will be adjusted at the same time as the RRI adjustment to *Collection Elements* described in Article 4.03.1. The *Franchise Fee Elements* of the Service Recipient Rates shall be adjusted by the weighted average of the adjustments to the other elements of each rate.

4.03.7 Rounding. Annual adjustments shall be made only in units of one cent (\$0.01). Fractions of less than one cent (\$0.01) shall not be considered in making adjustments. RRI and CPI indices shall be truncated at four (4) decimal places for the adjustment calculations.

4.03.8 RRI Application and Financial Information. On or before October 1, 2018, and annually thereafter during the Term, CONTRACTOR shall deliver to CITY financial information for the specific services performed under this Agreement for the preceding Agreement Year. Such financial information shall be in the format as set forth in **Exhibit 2**, or as may be further revised by mutual agreement of CITY and CONTRACTOR from time to time. In addition, CONTRACTOR shall submit to CITY the index and other data needed to adjust Service Recipient Rates as required by this Section 4.03, CONTRACTOR's calculations of such adjustments, and an updated rate table showing Service Recipient Rates as so adjusted. If CONTRACTOR fails to submit the financial information in the required format by October 1, it is agreed that CONTRACTOR shall be deemed to have waived the RRI rate adjustment for that year. CONTRACTOR's failure to provide the financial information shall not preclude CITY from applying the RRI using the prior year's financial data, or pro forma data if no prior year financial data is available, if that application would result in a negative RRI.

4.03.9 If CONTRACTOR's failure to submit the financial information required under Article 4.03.08 is the result of extraordinary or unusual circumstances as demonstrated by CONTRACTOR to the satisfaction of the CITY Representative, CITY, at its sole discretion, may consider the request for the annual RRI rate adjustment.

4.03.10 CITY Approval of CONTRACTOR Rate Application. CITY staff shall perform or have performed an administrative review of CONTRACTOR rate application to verify that CONTRACTOR has calculated the adjustments in Service Recipient Rates correctly and in accordance with this Agreement. By November 30, 2018, and by each November 30 thereafter during the Term, the CITY Representative shall notify CONTRACTOR whether or not any errors were discovered in CONTRACTOR's Service Recipient Rate adjustment application or CONTRACTOR's calculation of and the Service Recipient Rates to take effect on the subsequent January 1. The parties shall cooperate in good faith to promptly correct any such errors. The adjusted Service Recipient Rates shall take effect on such January 1.

4.03.11 Reimbursement for RRI Rate Adjustment. CONTRACTOR shall reimburse the CITY for all reasonable and customary costs associated with the CITY's review of CONTRACTOR's RRI rate application, to a maximum of seven thousand five hundred dollars (\$7,500) per Rate Adjustment,

escalated annually by the percentage change in CPI (from September 1 of the prior year through August 31 of the current year – this same time span shall be used for all percentage changes in CPI set forth in this Agreement).

4.04 Intentionally Omitted.

4.05 Detailed Rate Review. A Detailed Rate Review may be conducted if requested by either CITY or CONTRACTOR by written notice to the other delivered before the May 1 preceding the January 1 rate adjustment date. Detailed Rate Reviews may be conducted only in connection with the rate adjustments to take effect on January 1 of 2021 and every 3rd year thereafter (2024, 2027, 2030, etc.). If requested by CITY or CONTRACTOR, the Detailed Rate Review will be conducted in place of the upcoming scheduled RRI rate adjustment effective January 1 (as described in Article 4.03.1), and shall be conducted in accordance with the specifications in **Exhibit 3**. The Detailed Rate Review must be completed by September 30 preceding the January 1 rate adjustment date. If a Detailed Rate Review is to be conducted, CONTRACTOR shall make an advance payment to CITY to compensate CITY for all reasonable and customary costs incurred by its rate consultant. Such payment shall be treated as an allowable cost of operation in such Detailed Rate Review.

4.05.1 CITY Support and Services. In the event of a Detailed Rate Review, the costs of CITY services provided by CONTRACTOR will be allowable costs of operation. CITY services are described in additional detail in Article 10, **Exhibit 4** and **Exhibit 7**.

4.06 CONTRACTOR's Payments to CITY. CONTRACTOR shall make payment to the CITY of a Franchise Fee, and such other fees as may be specified in this Article.

4.06.1 Monthly Franchise Fee Payments. The Franchise Fee shall be a percentage of CONTRACTOR'S Gross Revenue received each month under the terms of this Agreement. The Franchise Fee percentage shall be fourteen percent (14%) of Gross Revenues, unless otherwise adjusted by the City. The Franchise Fee shall be paid to the CITY no later than the 15th day of each month during the Term in arrears without deductions, set-off, prior notice or demand. Gross Revenue collected during the period covered by this payment should be reported to CITY at this time.

4.06.2 Annual AB 939 Program / Franchise Agreement Management Payment. Beginning January 15, 2018, CONTRACTOR shall pay CITY an Annual AB 939 Program / Franchise Agreement Management Payment in an amount of One Hundred Twenty-Five Thousand Dollars (\$125,000). Starting on January 15, 2019, and annually thereafter during the Term, the AB 939 Program / Franchise Agreement Management Payment shall be adjusted per the annual change in CPI. With prior CITY approval, CONTRACTOR may make the AB 939 Program / Franchise Agreement Management Payment to the CITY's authorized consultant or the SCWMA, if the CITY elects to have AB 939 Program / Franchise Agreement Management performed by an authorized consultant or the SCWMA.

4.06.3 Proposal Development Fee. Within thirty (30) days after the Effective Date, CONTRACTOR shall submit proposal development fees to the CITY in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000) representing reimbursement for the cost of procurement. If the full cost to the CITY, including CITY staff, CITY legal and CITY Consultant exceeds Two Hundred and Fifty Thousand Dollars (\$250,000) CONTRACTOR shall pay the CITY accordingly, up to a maximum of Three Hundred and Fifty Thousand Dollars (\$350,000).

4.06.4 Reimbursement for Detailed Rate Review and/or RRI Rate Application. CONTRACTOR shall reimburse the CITY for all costs associated with the CITY's review of CONTRACTOR's Detailed Rate Review and/or RRI rate application. With prior CITY approval, CONTRACTOR may make the Detailed Rate Review payments to the CITY's authorized consultant.

4.06.5 Annual Trust Contribution. During the Agreement Year starting on January 1, 2018, and each Agreement Year thereafter, CONTRACTOR shall contribute an amount of One Hundred Thousand Dollars (\$100,000) to fund philanthropic, social or civic goals of the CITY. CONTRACTOR shall contribute this sum to non-profit charities of its choice who administer programs that are located within the municipal limits of the CITY and provide a direct benefit to the residents of the CITY. On or before March 1, 2019, and annually thereafter, CONTRACTOR shall submit a report to the CITY detailing the charitable contributions made during the previous Agreement Year. The annual report shall include the name and address of each charitable organization that received funding, the amount of funding received, a contact name and a description of the funded programs and related benefits to the CITY. A copy of the cancelled check or other documentation to verify receipt of funds by the organization shall be provided within five (5) days upon request. Contributions of in kind services shall not exceed fifty percent (50%) of the required contribution. CONTRACTOR may make contributions in excess of the amounts provided herein but shall not be entitled to carry over credit for any excess contributions to satisfy its obligations in subsequent years.

4.06.6 Transition Program. CONTRACTOR acknowledges the importance of the successful transition of the Collection Services program between the Effective Date and January 1, 2018. In the event CITY contracts for the services of an experienced consultant to aid in the transition and to facilitate communications between the CITY and CONTRACTOR during the transition period ending January 1, 2018, CONTRACTOR shall reimburse CITY for the cost of these services on a monthly basis in an amount not to exceed One Hundred Twenty-Five Thousand Dollars (\$125,000). With prior CITY approval, CONTRACTOR may make the Transition program payments to the CITY's authorized consultant.

4.06.7 Provision of Public Recycling Containers. CONTRACTOR shall provide Recycling Carts and Bins in downtown locations and other areas of high pedestrian density, including bus stops, as specified in **Exhibit 4**. CONTRACTOR shall be responsible for the weekly collection of such Containers and (provided that such Containers contain reasonably acceptable levels of Contamination) the processing of the Recyclable materials therein. CONTRACTOR shall also be responsible for the maintenance of the Containers. CONTRACTOR shall provide this service at no cost to CITY. CITY may change the locations, volumes and collection frequency of such Containers, so long as the total annual cost of providing the services required by this section does not exceed the total annual cost of providing the services listed in **Exhibit 4**.

4.06.8 Collection of CITY Provided Containers. CONTRACTOR shall provide collection, transportation, and disposal and processing services for the public Garbage and Recycling Containers placed by the CITY in the public spaces (including bus stops, parks, the CITY downtown area, other CITY properties, and other locations) specified in **Exhibit 4**, at the volumes and frequencies set forth in such exhibit. CONTRACTOR shall provide this service at no cost to CITY. CITY may change the locations, volumes and collection frequency of such Containers, so long as the total annual cost of providing the services required by this section does not exceed the total annual cost of providing the services listed in **Exhibit 4**.

4.06.9 Use of Non-Sonoma County Landfill/Transfer System. If the event that CONTRACTOR does not utilize the Sonoma County Landfill/Transfer System for the transfer and transport of Organic Waste collected under this Agreement, CONTRACTOR shall pay any and all fees imposed by Sonoma County or the SCWMA levied against the CITY or CONTRACTOR for such non-use of the Sonoma County Landfill/Transfer System for Organic Waste transfer and transport. Any and all such payments due from CONTRACTOR shall be paid within thirty (30) days of receipt of written notice by the CITY, Sonoma County or SCWMA.

4.06.10 Liquidated Damages. CONTRACTOR shall pay CITY assessed liquidated damages as specified in Article 19.

4.06.11 Late Payment Penalty: CITY may assess a fifteen percent (15%) penalty on the total due if payment is late for any and all payments due to CITY by CONTRACTOR.

4.06.12 No acceptance by CITY of any payment shall be construed as an accord that the amount is in-fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim CITY may have against CONTRACTOR for any additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to independent financial audit and recompilation by CITY. If, after the financial audit, such recompilation indicates an underpayment, CONTRACTOR shall pay to CITY the amount of the underpayment and, if the underpayment exceeds one percent (1%), shall reimburse CITY for all reasonable costs and expenses incurred in connection with the audit and recompilation within ten (10) Work Days of receipt of written notice from CITY that such is the case. If, after audit, such recompilation indicates an overpayment, CITY shall notify CONTRACTOR in writing of the amount of the overpayment. CONTRACTOR may offset the amounts next due following receipt of such notice by the amount specified therein.

4.07 Flow-Controlled Facilities.

4.07.1 Use of Facilities. The parties acknowledge that CONTRACTOR is required to comply with certain flow control agreements, including the WDA, which require CONTRACTOR to deliver certain types of material collected under this Agreement to certain specified facilities ("Flow-Controlled Facilities"). If (i) any Flow-Controlled Facility closes or becomes otherwise unavailable to accept material from CONTRACTOR, or (ii) the requirements of applicable flow control arrangements change, and as a result of (i) or (ii) CONTRACTOR must take material to a different Flow-Controlled Facility than the one specified for that type of material in **Exhibit 5**, then the parties shall cooperate in good faith to designate a new facility as promptly as possible, and at the next annual adjustment of Service Recipient Rates, such rates shall be adjusted upward (or downward) to reflect CONTRACTOR's increased (or decreased) cost of using the new facility, taking into account the difference in tip fees, transport costs, equipment requirements, routing, etc., with such increased (or decreased) cost being passed through or subject to an operating ratio in accordance with the Detailed Rate Review methodology set forth in **Exhibit 3**.

4.07.2 Permitting & Processing. In addition, notwithstanding any other provision of this Agreement, all Flow-Controlled Facilities not owned by CONTRACTOR or its affiliates shall be deemed Permitted Facilities for purposes of this Agreement, and shall be deemed to process and handle material in accordance with this Agreement, and CONTRACTOR shall not be responsible for the failure of any Flow-Controlled Facility not owned by CONTRACTOR or its affiliates to be a Permitted Facility or to process and handle material in accordance with this Agreement, unless CONTRACTOR has a subcontract for the operation of such Flow-Controlled Facility and such failure results from CONTRACTOR's violation of such subcontract. If CONTRACTOR becomes aware that any Flow-Controlled Facility is no longer a Permitted Facility or no longer processes and handles material in accordance with this Agreement, CONTRACTOR shall promptly notify CITY of the same, and the parties shall cooperate in good faith to address the matter.

ARTICLE 5. Diversion Requirements

5.01 CONTRACTOR's Annual Minimum Diversion Requirement. CONTRACTOR shall fully implement the Diversion Plan stated in **Exhibit 10**. In Agreement Year 2018, CONTRACTOR shall use good faith efforts to divert at least forty percent (40%) of the Solid Waste it collects pursuant to this Agreement. In Agreement Year 2019, CONTRACTOR shall use good faith efforts to divert at

least fifty percent (50%) of the Solid Waste it collects pursuant to this Agreement. Beginning Agreement Year 2020 and during each Agreement Year through Agreement Year 2023, CONTRACTOR shall divert a minimum of fifty percent (50%) of the Solid Waste it collects pursuant to this Agreement. Further, CONTRACTOR shall divert a minimum of fifty-five percent (55%) of the Solid Waste it collects pursuant to this Agreement starting in Agreement Year 2024 through 2028, and sixty percent (60%) of the Solid Waste it collects pursuant to this Agreement starting in Agreement Year 2029 through 2032, or the termination date of the Agreement if extended past 2032. The minimum diversion requirements for 2020 and subsequent Agreement Years represent CONTRACTOR's "Annual Minimum Diversion Requirement."

5.01.1 If CONTRACTOR does not meet any Annual Minimum Diversion Requirement, then, at CITY's option, the CITY may take either of the following actions: (a) assess liquidated damages in accordance with Article 19 or (b) require that CONTRACTOR implement additional diversion program(s) at no cost to CITY or rate payers (such program(s) to be proposed by CONTRACTOR and approved by CITY, such approval not to be unreasonably withheld), provided that the total cost of such programs does not exceed the amount of liquidated damages assessable under clause (a). In addition, regardless of whether CITY takes the actions described in (a)) and/or (b), CITY may deny an extension request as set forth in Article 2 of this Agreement if the Annual Minimum Diversion Requirement is not met for two (2) consecutive years. The parties acknowledge that the level of diversion achieved by CONTRACTOR depends on certain factors beyond CONTRACTOR's control, such as community support for diversion, recovery rates achieved at the processing facilities that CONTRACTOR is required to use, and the characteristics of the waste stream. Accordingly, notwithstanding the foregoing or any other provision of this Agreement to the contrary, the actions described in (a) or (b) above shall not be taken if during the Agreement Year in question CONTRACTOR demonstrated good faith efforts to fully implement all diversion programs required by this Agreement, which shall include: the Public Education and Outreach Plan set forth in **Exhibit 9**; delivery of Source Separated Recyclable Material and Organic Waste to properly permitted facilities for processing (Sections 3.15.5 and 3.15.6); not commingling Source Separated Recyclable Material and Organic Material with other Solid Waste (Section 3.05); and the Dry Commercial Mixed Waste Program (Section 9.02).

5.01.2 For purposes of determining whether CONTRACTOR has achieved the Annual Minimum Diversion Requirement, CITY and CONTRACTOR agree that the annual diversion rate will be calculated using the following formula: "The tons of materials collected by CONTRACTOR from the provision of Collection Services in the CITY that are delivered to the Materials Recovery Facility, Organic Waste Processing Facility, or any other processing facility approved by CITY, or that are otherwise handled in a manner that constitutes diversion under applicable CalRecycle regulations (in each case, net of all Processing Residue), divided by the total tons of materials collected in the Service Area by CONTRACTOR from the provision of Collection Services in each Agreement Year." The annual diversion rate shall not include Solid Waste resulting from non-franchised Temporary Roll-off Container Collection Service, but shall include any and all CITY Temporary Roll-off Container Collection Service. The annual diversion rate shall not count diversion from other sources other than CONTRACTOR'S collection and diversion efforts, such as waste hauled by another hauler.

5.01.3 As part of the Quarterly and Annual Reports submitted in accordance with Article 16, CONTRACTOR shall provide documentation acceptable to CITY in its sole but reasonable discretion stating and supporting each quarter's diversion rate, and overall annual diversion rate. Such documentation may include weight tags from each facility where material collected from within CITY is delivered, and information provided by processing facilities regarding their recovery rates. Promptly after submission of the Annual Report and related documentation for the first Agreement Year, CONTRACTOR shall work with CITY to develop baseline figures that can be used to set goals and

measure progress in improving diversion over the Term. The baseline figures will include tonnages collected, disposed and diverted during the first Agreement Year for each materials stream (Garbage, Recyclables, Organics) and each customer type (SFD, MFD, Commercial, CITY). If different customer types are combined in a single route (e.g. collection of Commercial/MFD/City customers using a front-end loader vehicle), then the parties will agree on a reasonable method to allocate collected tonnages to each customer type.

5.02 End Uses for Organic Waste. CONTRACTOR shall divert Organic Waste materials collected through Organics Collection, Holiday Tree Collection, and Large Item Collection from disposal. CONTRACTOR must provide or arrange for end uses for such Organic Waste that provide diversion credits for CITY according to regulations established by CalRecycle.

5.03 Prohibited Use of Alternative Daily Cover (ADC). CONTRACTOR may not utilize Organic Materials as Alternative Daily Cover (ADC).

5.04 Changes in the Market Conditions for Recyclable Material. Upon notice to and prior approval by CITY, CONTRACTOR may deem additional materials or groups of materials to be Recyclable Material if they become capable of recycling at CONTRACTOR's facilities in or near the Service Area. CONTRACTOR reserves the right to discontinue acceptance of any category of Recyclable Material as a result of market conditions related to such materials upon written notice to and prior written approval by CITY. With regard to the preceding two sentences, CITY's approval shall not be unreasonably withheld. Discontinued acceptance of any material as Recyclable Material pursuant to this Article 5.04 shall not relieve CONTRACTOR of the Annual Minimum Diversion Requirement set forth in Article 5.01 of this Agreement.

5.05 Warranties and Representations. CONTRACTOR warrants and represents that it is aware of and familiar with CITY's waste stream, and that it has the ability to and will provide the programs and services required to be provided by it hereunder, with a view to facilitating CITY's meeting or exceeding the diversion requirements set forth in CONTRACTOR'S Diversion Guarantee. CONTRACTOR further warrants that it understands the diversion requirements of Applicable Laws, (including, without limitation, amount of Solid Waste to be diverted, time frames for diversion, and any other requirements governing this Agreement in accordance with Applicable Laws), and that it shall provide such programs and services without imposing any costs or fees other than those set forth in **Exhibit 1** (as adjusted), unless new programs are required by the State or CITY which are not called out herein, in which case Service Recipient Rates may be adjusted in accordance with this Agreement. The programs identified herein are minimum requirements that must be met, and CONTRACTOR may (but is not required to) implement other programs that may be necessary to achieve the foregoing.

5.06 Waste Reduction and Program Implementation. CONTRACTOR shall be responsible for providing data and information as reasonably requested by CITY regarding its programs and services hereunder for purposes including but not limited to CITY'S preparation of reports and other information as may be required by any agency, including specifically, the State of California, in order to comply with AB 939 and other such Applicable Laws.

5.07 Compliance with Law. CONTRACTOR agrees that it will carry out its obligations under this Agreement in a manner consistent with Applicable Laws including specifically AB 939, AB 341, AB 1594 and AB 1826 and all amendments thereto.

5.08 Solid Waste Generation/Characterization Studies. CONTRACTOR acknowledges that CITY must perform Solid Waste generation and disposal characterization studies periodically to comply with the requirements of the Applicable Laws, including AB 939. CONTRACTOR agrees to participate and cooperate with CITY and its agents to accomplish such studies, as reasonably

requested by CITY, provided that such participation and cooperation can be accomplished at no additional cost to CONTRACTOR and without substantially interfering with CONTRACTOR's operations.

5.09 Pilot Programs. Pilot programs and innovative services may entail new collection methods and use of new or alternative Solid Waste processing and disposal technologies are included among the types of changes which CITY may direct. Any changes under this Article 5.10 shall be treated as CITY-directed changes under Article 24.09.

5.10 Failure to Meet Annual Minimum Diversion Requirement. CONTRACTOR's failure to meet the Annual Minimum Diversion Requirement set forth in Article 5 may result in any or all of the actions set forth in Article 5.01.1.

5.11 Diversion Performance Incentive. In the event that CONTRACTOR exceeds the Annual Minimum Diversion Requirement by not less than five percent (5%) every Agreement Year from 2018 through 2032, and has also met all other performance obligations under this Agreement, then CONTRACTOR will be eligible for an additional five (5) year extension to Term, as described in Article 2.04.

5.12 City-Directed Changes. In the event that the CITY directs CONTRACTOR to collect Dry Commercial Mixed Waste and deliver it to the Sonoma County Landfill/Transfer System pursuant to Article 9.02 of this Agreement CONTRACTOR may request a change in the CONTRACTOR's minimum annual diversion requirement. Such request must be made in writing to the CITY within thirty (30) days of the CITY providing direction to collect Dry Commercial Mixed Waste to the Sonoma County Landfill/Transfer System. The request must include the specific requested change in the CONTRACTOR's minimum annual diversion requirement and complete detailed analysis regarding the reason for requesting the change in CONTRACTOR's minimum annual diversion requirement. The CITY will review the CONTRACTOR's request, and may grant it or not at its sole discretion. The CITY is under no obligation to change the CONTRACTOR's minimum annual diversion requirement, but will not unreasonably withhold a change in the CONTRACTOR's minimum annual diversion requirement if a change is warranted.

ARTICLE 6. Service Units

6.01 Service Units. Service Units shall include all the following categories of which are in the Service Area as of January 1, 2018, and all such Service Area which may be added to the Service Area by means of annexation, new construction, or as otherwise set forth in this Agreement:

6.01.1 SFD Service Units

6.01.2 MFD Service Units

6.01.3 Commercial Service Units

6.01.4 CITY Service Units

6.02 Any question as to whether a Service Area falls within one of these categories shall be determined by the CITY Representative and the determination of the CITY Representative shall be final.

6.03 Service Unit Changes. The CITY and CONTRACTOR acknowledge that it may be necessary or desirable to add or delete Service Units for which CONTRACTOR will provide Collection Services.

6.04 Additions and Deletions. CONTRACTOR shall provide Collection Services to new Service Units within five (5) Work Days of receipt of notice from the CITY or new Service Unit to begin such service.

6.05 Annexation. If during the Term, additional territory is acquired by the CITY through annexation, CONTRACTOR agrees to provide Collection Services in such annexed area in accordance with the provisions and service rates set forth in this Agreement. Such Collection Services shall begin within five (5) Work Days of receipt of written notice from the CITY. CONTRACTOR shall not begin Collection Service without written authorization from the CITY.

6.06 Route Map Update. CONTRACTOR shall revise the Service Unit route maps to show the addition of Service Units added due to annexation within five (5) Work Days of receipt of written notice from the CITY, as described in Article 6.04, and shall provide such revised maps to the CITY Representative upon request, within fifteen (15) days from receipt of written notice.

ARTICLE 7. SFD Collection Services

7.01 SFD Collection Services. SFD Collection Services shall be governed by the following terms and conditions:

7.01.1 Conditions of Service. CONTRACTOR shall provide SFD Collection Services to all SFD Service Units in the Service Area who subscribe for service and whose Garbage is properly containerized in Garbage Carts, Recyclable Material is properly containerized in Recycling Carts, except as set forth in Article 7.05; and Organic Waste is properly containerized in Organics Carts, except as set forth in Article 7.04 and Article 7.05; provided that the Garbage, Recycling and Organics Carts have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, or other such location agreed to by CONTRACTOR and Service Recipient, which provides safe and unobstructed access to the Carts. CONTRACTOR shall be compensated for the cost of SFD Collection Services in accordance with the Service Recipient Rates set forth in **Exhibit 1**.

7.02 Walk-up Service.

7.02.1 Required Due to Disabilities. Notwithstanding any term or definition set forth in this Agreement, CONTRACTOR shall provide Walk-up Service collection of Garbage, Recyclable Material, and Organic Waste to a SFD Service Unit if all adult Service Recipients residing therein have disabilities that prevent them from setting their Garbage, Recycling or Organics Cart at the curb for collection and if a request for Walk-up Service has been made to CONTRACTOR in writing of any SFD Service Units requiring Walk-up Service, along with the date such service is to begin. CONTRACTOR shall provide Walk-up Service on the next scheduled collection day, provided that Service Recipient has requested Walk-up Service in writing from CONTRACTOR at least two (2) Work Days in advance of the collection day. Otherwise, Walk-up Service shall be provided on the following scheduled collection day. CONTRACTOR is prohibited from charging an increased rate due to provision of Walk-up service.

7.03 On Request as Additional Service. Notwithstanding any term or definition set forth in this Agreement, CONTRACTOR shall provide Walk-up Service collection of Garbage, Recyclable Material, and Organic Waste to SFD Service Units on request of the SFD Service Recipient. CONTRACTOR shall be entitled to additional compensation for these Walk-up Services in accordance with the Service Recipient Rates set forth in **Exhibit 1**.

7.03.1 Collection Day. CONTRACTOR shall provide Walk-up Service Collection Service on the same Work Day that curbside collection would otherwise be provided to the SFD Service Unit.

7.04 Holiday Tree Collection.

7.04.1 Holiday Tree Curbside. CONTRACTOR shall collect Holiday Trees from all SFD Service Units as part of Organics Collection Services over a two (2) week period, once per Agreement Year. Holiday Trees shall be diverted from disposal as set forth in Article 5.02 of this Agreement, except as described in Article 7.04.2.

7.04.2 Contaminated Holiday Trees. Holiday Trees that are flocked or contain tinsel or other decorations are considered contaminated and may be delivered to the Disposal Facility at the discretion of CONTRACTOR. If CONTRACTOR does not collect a contaminated Holiday Tree, CONTRACTOR is to notify the Service Recipient of the non-collection.

7.05 Large Item Collection Services. Large Item Collection Services will be governed by the following terms and conditions:

7.05.1 Conditions of Service. At no charge, CONTRACTOR shall provide two (2) Large Item Collection Service pick-ups of up to three (3) cubic yards of Large Item material per collection, per calendar year to all SFD Service Units in the Service Area whose Large Items have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, or other such location agreed to by CONTRACTOR and Service Recipient, which will provide safe and unobstructed access to the Large Items. CONTRACTOR shall be compensated for the cost of collecting Large Items in excess of three (3) cubic yards, or for conducting additional Large Items Collections in excess of two (2) per calendar year, in accordance with the Large Item Collection Service Recipient Rates set forth in **Exhibit 1.**

7.05.2 Frequency of Service. Large Item Collection Services shall be provided within five (5) Work Days of receipt of the request.

7.06 Used Motor Oil and Motor Oil Filter Collection Services. CONTRACTOR shall provide curbside collection of used motor oil and motor oil filters as part of CONTRACTOR's regularly scheduled SFD Recycling Collection Services at no charge to the SFD Service Recipient.

7.06.1 Conditions of Service. CONTRACTOR shall provide SFD Used Oil Collection Service to all SFD Service Units in the Service Area utilizing CONTRACTOR-provided Used Oil Containers and Used Oil Filter Containers placed within three (3) feet of the curb, swale, paved surface of the public roadway, or other such location agreed to by CONTRACTOR and Service Recipient, which will provide safe and unobstructed access to the collection items.

7.06.2 Non-Collection. CONTRACTOR shall not be required to collect material placed in Used Oil or Used Oil Filter Containers unless the material is Used Oil or Used Oil Filters, as appropriate, is properly contained in CONTRACTOR-provided containers, and is free of contamination other than contamination normally expected to be present as a result of the use, storage or spillage of the oil or filter. In the event of non-collection, CONTRACTOR shall affix to the Used Oil or Used Oil Filter Container a Non-Collection Notice explaining why collection was not made. CONTRACTOR shall maintain a record of the notice for five (5) years. Prior to the end of the Work Day, CONTRACTOR shall notify the CITY Representative by e-mail of any non-collection occurrences. If non-collection occurs because the Used Oil or Filter was placed in an improper container, CONTRACTOR shall also leave CONTRACTOR provided Used Oil or Used Oil Filter Containers in a number sufficient to contain the Used Oil or Used Oil Filters set out, but not exceeding sixteen (16) quarts, or two (2) Used Oil Filters along with the Non-Collection Notice.

7.06.3 Spillage. CONTRACTOR shall carry oil absorbent material on all Used Oil Collection vehicles and shall cleanup any Used Oil that spills during Collection, which has leaked from

the Used Oil or Used Oil Filter Container, or which spills or leaks during the time the Used Oil or Used Oil Filter is in the Collection vehicle.

7.06.4 Used Oil and Used Oil Filter Containers. Within five (5) Work Days of receipt of a verbal request by the CITY or a Service Recipient, CONTRACTOR shall, at CONTRACTOR's sole cost and expense, provide the SFD Service Unit where the Service Recipient resides with Used Oil Containers and Used Oil Filter Containers, that are in compliance with the City's MS4 permit, in the number requested by the CITY or the Service Recipient but not exceeding a number sufficient to hold sixteen (16) quarts of Used Oil and two (2) Used Oil Filters.

7.06.5 At the time CONTRACTOR collects Used Oil from a SFD Service Recipient, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, leave at the premises one (1) Used Oil Container for each Used Oil Container Collected and one (1) Used Oil Filter Container for each Used Oil Filter Container Collected. CONTRACTOR shall keep the outside of all Used Oil and Used Oil Filter Containers clean and may re-use the Containers until the condition of the Container makes it inappropriate for re-use.

7.06.6 Segregation of Used Oil. CONTRACTOR shall keep all Used Oil and Used Oil Filters collected pursuant to this Agreement segregated from other materials.

7.06.7 Used Oil Processing. CONTRACTOR shall recycle all Used Oil collected pursuant to this Agreement to the extent feasible and shall properly dispose of all Used Oil and Used Oil Filters that are contaminated or otherwise cannot be recycled.

7.06.8 CONTRACTOR shall recycle the Used Oil only with persons who are authorized by the State of California to recycle oil. In the event the Used Oil or Used Oil Filters collected pursuant to this Agreement is contaminated to the extent that the Used Oil or Used Oil Filters require disposal as a Hazardous Waste, CONTRACTOR shall dispose of such Used Oil or Used Oil Filters, at CONTRACTOR'S own cost and expense, in accordance with Applicable Laws.

7.06.9 CONTRACTOR shall notify the CITY Representative, by e-mail, of any contamination which renders the Used Oil unacceptable for recycling or which requires disposal of the Used Oil or Used Oil Filters as a Hazardous Waste on a monthly basis, or more frequently as deemed appropriate by CONTRACTOR.

ARTICLE 8. MFD Collection Services

8.01 MFD Collection Services. MFD Collection Services shall be governed by the following terms and conditions:

8.01.1 Conditions of Service. CONTRACTOR shall provide Garbage, Recyclable Material, and Organic Waste Collection Services to all MFD Service Units in the Service Area who subscribe for service and whose Garbage, Recyclable Material and Organic Waste are properly containerized in Bins or Carts where the Bins and Carts are not blocked and are accessible to collection vehicles. CONTRACTOR shall be compensated for the cost of MFD Collection Services in accordance with the Service Recipient Rates set forth in **Exhibit 1**.

8.02 Large Item Collection Service. Large Item Collection Services shall be governed by the following terms and conditions:

8.02.1 Conditions of Service. CONTRACTOR shall provide two (2) Large Item Collection Service pick-ups with an equivalent of up to half (0.5) cubic yards per MFD Service Unit per collection, per calendar year. This service will be arranged by the property manager of the MFD

Service Unit. CONTRACTOR shall be compensated to collect Large Items in accordance with the Large Item Collection Service Recipient Rates set forth in **Exhibit 1**.

8.03 Holiday Tree Collection. CONTRACTOR shall provide Holiday Tree Collection to MFD Service Recipients in a manner to be arranged by the property manager and CONTRACTOR.

8.04 Used Motor Oil and Motor Oil Filter Collection Services. CONTRACTOR shall provide curbside collection of used motor oil and motor oil filters as part of CONTRACTOR's regularly scheduled MFD Recycling Collection Service at no charge to MFD Service Recipients.

8.04.1 Conditions of Service. CONTRACTOR shall provide MFD Used Oil Collection Service to all participating MFD Service Units in the Service Area utilizing CONTRACTOR-provided Used Oil Containers and Used Oil Filter Containers and placed in a collection box at a location that has been agreed to by CONTRACTOR and property manager of the MFD Service Unit.

8.04.2 CONTRACTOR shall notify the CITY Representative daily, by e-mail, of all situations that prevent or hinder collection from any MFD Service Unit.

8.04.3 MFD Used Oil Collection Service.

8.04.3.1 Participation by a MFD Service Unit in a MFD Used Oil Collection Service shall be voluntary and shall be subject to CONTRACTOR and the owner or property manager entering into a signed service agreement regarding the service.

8.04.3.2 Frequency of Service. MFD Used Oil Collection Service shall be provided once every week on a scheduled route basis. However, in those instances where the scheduled collection day falls on a Holiday, the collection days may be delayed one day for the remainder of the week with normally scheduled Friday MFD Collection Services being performed on Saturday.

8.04.3.3 Manner of Collection. CONTRACTOR shall provide MFD Used Oil Collection Service with as little disturbance as possible and shall leave any replacement containers at the point of collection without obstructing alleys, roadways, driveways, sidewalks or mailboxes.

8.04.3.4 Non-Collection. CONTRACTOR shall not be required to collect material placed in Used Oil or Used Oil Filter Containers unless the material is Used Oil or Used Oil Filters, as appropriate, and is free of contamination other than contamination normally expected to be present as a result of the use, storage or spillage of the oil or filter. In the event of non-collection, CONTRACTOR shall affix to the Used Oil or Used Oil Filter Container a Non-Collection Notice explaining why collection was not made. Prior to the end of the Work Day, CONTRACTOR shall notify the CITY Representative, by e-mail, of any non-collection occurrences. If non-collection is because the Used Oil or Filter was placed in an improper container, CONTRACTOR shall also leave Used Oil or Used Oil Filter Containers in a number sufficient to contain the Used Oil or Used Oil Filters set out, but not exceeding sixteen (16) quarts, or two (2) Used Oil Filters per Dwelling Unit, along with the Non-Collection Notice.

8.04.3.5 Spillage. CONTRACTOR shall carry oil absorbent material on all Used Oil Collection vehicles and shall cleanup any Used Oil that spills during Collection, which has leaked from the Used Oil or Used Oil Filter Container, or which spills or leaks during the time the Used Oil or Used Oil Filter is in the collection vehicle.

8.04.4 Used Oil and Used Oil Filter Containers. Within three (3) Work Days of receipt of a signed service agreement requesting Used Oil Collection Services, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, provide the Service Recipient or property manager of the MFD Service Unit with a sufficient number of collection boxes for the storage of Used Oil and Used Oil Filters. Each collection box shall contain six (6) Used Oil Containers, three (3) Used Oil Filter

Containers, and one oil funnel. Design of Used Oil and Used Oil Filter Containers must be approved by the CITY Representative.

8.04.5 At the time CONTRACTOR collects Used Oil from a MFD Service Unit, CONTRACTOR shall, at CONTRACTOR's sole cost and expense, leave at the premises one (1) Used Oil Container for each Used Oil Container collected and one (1) Used Oil Filter Container for each Used Oil Filter Container collected. CONTRACTOR shall keep the outside of all Used Oil and Used Oil Filter Containers clean and may re-use the containers until the condition of the container makes it inappropriate for re-use.

8.04.6 Segregation of Used Oil. CONTRACTOR shall keep all Used Oil and Used Oil Filters segregated from other materials.

8.04.7 Used Oil Processing. CONTRACTOR shall recycle all Used Oil to the extent feasible and shall properly dispose of all Used Oil and Used Oil Filters that are contaminated or otherwise cannot be recycled.

8.04.8 CONTRACTOR shall recycle Used Oil only at facilities that are authorized by the State of California to recycle oil. In the event Used Oil or Used Oil Filters collected hereunder are contaminated to the extent that they must be disposed as Hazardous Waste, CONTRACTOR shall dispose of such Used Oil or Used Oil filters, at CONTRACTOR's own cost and expense, in accordance with Applicable Laws pertaining to the handling and disposal of Hazardous Waste.

8.04.9 CONTRACTOR shall notify the CITY Representative, by e-mail, of any contamination which renders the Used Oil unacceptable for recycling or which requires disposal of the Used Oil or Used Oil Filters as a Hazardous Waste on a monthly basis, or more frequently as deemed appropriate by CONTRACTOR.

ARTICLE 9. Commercial Collection Services

9.01 Commercial Collection Services. Commercial Collection Services shall be governed by the following terms and conditions:

9.01.1 Conditions of Service. CONTRACTOR shall provide Garbage, Recyclable Materials and Organic Waste Collection Services to all Commercial Service Units in the Service Area who subscribe for service and whose Garbage and Recyclable Material and Organic Waste are properly containerized in Bins or Carts as appropriate, where the Bins and Carts are not blocked and are accessible by CONTRACTOR's collection vehicles. CONTRACTOR shall be compensated for the cost of Commercial Collection Services in accordance with the Service Recipient Rates as set forth in **Exhibit 1.**

9.01.2 Other Conditions. During collection operations, CONTRACTOR shall be required to keep all areas where Bins and Carts are kept free of litter, debris, and other materials spilled by CONTRACTOR. CONTRACTOR shall notify the CITY Representative of any Bin and Cart storage locations that are chronically littered. Bins and Carts shall be returned to their original locations by CONTRACTOR after servicing.

9.02 Dry Commercial Mixed Waste Program. Commencing July 1, 2018, CONTRACTOR shall provide collection of dry commercial mixed waste (as defined in the WDA) in accordance with this section, and will deliver the dry commercial mixed waste so collected to the Sonoma County Landfill/Transfer System, subject to the availability of the dry commercial mixed waste MRF at the Sonoma County Landfill. The Dry Commercial Mixed Waste Program will function as an alternative to disposal of Solid Waste collected in Garbage Bins and/or Carts; it will not be an alternative to Source Separation of Recyclable Material, unless otherwise agreed to by CITY and CONTRACTOR.

CONTRACTOR shall have the discretion to determine which Commercial Service Recipients will have their Garbage Bins and/or Carts collected as dry commercial mixed waste. CONTRACTOR will route the Garbage materials collected from such Commercial Service Recipients as dry commercial mixed waste, to increase diversion from landfill disposal. Provided that the fees charged to CONTRACTOR for Dry Commercial Mixed Waste at the Sonoma County Landfill/Transfer System do not exceed the fees charged to CONTRACTOR for Garbage, the Rates for this service shall be the same as equivalent Garbage Rates for the same service, and may occur without the Service Recipients' knowledge or subscription. If the fees charged to CONTRACTOR for Dry Commercial Mixed Waste at the Sonoma County Landfill/Transfer System do exceed the fees charged to CONTRACTOR for Garbage, then CONTRACTOR shall not be required to provide (or may cease providing) the Dry Commercial Mixed Waste Program, unless and until Rates are adjusted to compensate CONTRACTOR for such increased cost in accordance with Section 24.09 (City-Directed Change). CONTRACTOR shall route as much dry commercial mixed waste to the Sonoma County Landfill/Transfer System as CONTRACTOR in good faith deems feasible given the size and location of Commercial Service Recipients, the profiles of waste present in their respective waste streams, the cost of running a separate route for Dry Commercial Mixed Waste, and the capabilities of the Sonoma County Landfill/Transfer System.

9.03 Commercial Food Waste Program. In accordance with Section 2.3 of the WDA CONTRACTOR shall provide source-separated food waste Collection Services to Commercial Service Recipients, and will deliver source separated commercial food waste to the Sonoma County Landfill/Transfer System, at the Service Recipient Rates as set forth in **Exhibit 1**.

ARTICLE 10. CITY Collection Services

10.01 CITY Collection Services. CITY Collection Services shall be governed by the following terms and conditions:

10.01.1 Conditions of Service. CONTRACTOR shall provide Garbage, Recyclable Material, Organic Waste Collection, and Portable Toilet Services to all CITY Service Units set forth in **Exhibit 4** at the service level and service frequency levels set forth on **Exhibit 4**. CONTRACTOR shall provide the services described in this section at no cost to CITY. CITY may change the City Service Units receiving service, and the container volume and collection frequency provided to any CITY Service Unit, by written notice to CONTRACTOR, provided, if the total annual cost of servicing CITY Service Units exceeds the total annual cost of providing the services listed in **Exhibit 4**, CITY shall compensate CONTRACTOR for such additional costs in accordance with Section 24.09 (City-Directed Change).

10.01.2 CONTRACTOR shall receive written permission from the CITY before placing any Containers on CITY owned property for service, except that no such permission shall be needed to place the Containers described in **Exhibit 4** at the locations specified for such Containers in **Exhibit 4**.

10.01.3 CONTRACTOR shall limit the number of trips and the path of travel for collection vehicles in CITY parking lots.

10.02 CITY Enforcement Clean-Up Services.

10.02.1 Within twenty-four (24) hours of an on-call request from the CITY Representative, CONTRACTOR shall provide Roll-off Containers to support CITY's enforcement Clean-Up Services in the Service Area. CITY shall be responsible for loading or arranging for loading of each Roll-off Containers. CONTRACTOR shall collect, transport and deliver each loaded Roll-off Containers to a Disposal Facility, Materials Recovery Facility, or Organics Processing Facility, as appropriate given the characteristics of the load.

10.02.2 CONTRACTOR shall provide up to one thousand (1,000) cubic yards of Roll-off Containers container volume for CITY Enforcement Clean-up Service materials each Agreement Year at no charge to the CITY. CONTRACTOR shall be entitled to charge the CITY for Roll-off Container volume exceeding one thousand (1,000) cubic yards per Agreement Year in accordance with the Service Recipient Rates as set forth in **Exhibit 1**. Unused volume may not be carried forward as a credit in subsequent years.

10.02.3 Abandoned Waste Illegal Dumping. CONTRACTOR shall direct its collection vehicle drivers to record: (i) the addresses of any Service Area where Garbage, Recyclable Material, and/or Organics Waste is accumulating; and (ii) the address, or other location description at which Garbage, Recyclable Material, and/or Organics Waste has been dumped. CONTRACTOR shall deliver the recorded address or location to the CITY within three (3) Work Days of such record.

10.03 City-Supported Events Service. Upon request by the CITY, CONTRACTOR shall provide Containers, Collection Services, Portable Toilet Services, and Street Sweeping Services at up to forty (40) City-Supported Events, including but not limited to those specified in **Exhibit 7**, at no cost to CITY, but subject to the limitation in the last sentence of this Section 10.03. The Solid Waste collection and disposal plan for each event shall be developed by CONTRACTOR and submitted to the CITY Representative in writing for approval prior to each event. Current events are set forth in **Exhibit 7**. CITY may change or increase the number of the City-Supported Events receiving services, and the service levels provided at any City-Supported Event, by written notice to CONTRACTOR, provided, if the total annual cost of servicing City-Supported Events exceeds 110% of the total annual cost of servicing the City-Supported Events listed in **Exhibit 7**, CITY shall compensate CONTRACTOR for such additional costs in accordance with Section 24.09 (City-Directed Change).

10.04 Large Item Collection Service. CONTRACTOR shall collect Large Items, including E-Waste and U-Waste, from CITY Service Units as listed in **Exhibit 4** on an on-call basis on the same terms and conditions as are provided to SFD Service Units (up two (2) collections per City Service Unit per calendar year, up to three (3) cubic yards per collection, etc.), at CONTRACTOR's sole cost and expense.

10.05 Neighborhood Clean-up Events. CONTRACTOR shall provide Collection Services at Neighborhood Clean-up Events at a maximum of one (1) per month upon request by CITY. Each event shall occur on a Friday, Saturday and Sunday between the hours of 7:00 a.m. and 6:00 p.m. at a location selected by the CITY and shall be limited to SFD and MFD Service Recipients within the neighborhood. The CITY Representative shall notify CONTRACTOR in writing or e-mail not less than eight (8) weeks prior to the date of the Neighborhood Clean-up Event. The services shall be provided in a manner that meets all needs of the Neighborhood Clean-up Event. The events shall be conducted by CONTRACTOR at no cost of any kind to the CITY. CONTRACTOR shall provide staffing at all times during the Neighborhood Clean-up Events. Notwithstanding the foregoing, CONTRACTOR shall not be required to dispose of more than 1,440 tons per Agreement Year of Garbage collected at Neighborhood Clean-Up Events. Amounts in excess of that threshold shall be charged to CITY at the rates set forth in **Exhibit 1** for Commercial Roll-Off Container Garbage Collection.

10.05.1 CONTRACTOR shall prepare and distribute to SFD and MFD Service Recipients within the neighborhood, Neighborhood Clean-up Event notices no later than six (6) weeks prior to each event. At a minimum, the dates and hours of operation, locations of the collection sites, and acceptable materials for collection shall be included in the notices. CONTRACTOR may separately mail the notices or provide the notices as billing inserts to each SFD and MFD Service Recipient. CONTRACTOR shall provide Spanish-translated notices upon request by the CITY. The costs of production, printing, mailing and all associated costs for the notices shall be borne by CONTRACTOR.

10.05.2 CONTRACTOR shall require that each SFD and MFD Service Recipient turn in the notice to CONTRACTOR's staff at the collection site as proof of neighborhood residency as a condition to collection.

10.05.3 On the first (1) Work Day following each Neighborhood Clean-up Event, CONTRACTOR shall remove and clean up any remaining materials left for collection, and if necessary provide street sweeping services at the collection locations.

10.06 Intentionally Omitted.

10.07 Street Sweeping Services

10.07.1 CONTRACTOR shall provide Street Sweeping Services during the Term in accordance with the terms and conditions of this Agreement.

10.07.2 Transition. CONTRACTOR understands and agrees that the time between the Effective Date and January 1, 2018, is intended to provide CONTRACTOR with sufficient time to prepare for the provision of Street Sweeping Service as specified in this Agreement. CONTRACTOR shall be responsible for the provision of all Street Sweeping Service beginning January 1, 2018.

10.07.3 Manner of Service. CONTRACTOR shall provide a complete sweep of all Curb Miles on all publicly maintained CITY Streets. Within any Curb Mile, CONTRACTOR shall be responsible for sweeping all curbs including Median Islands and the corners from any cross street intersecting the subject street. CONTRACTOR shall obey all laws governing the operation of the sweepers on a public street, and shall perform its operations so that sweepers are traversing their routes in the normal direction of traffic.

10.07.4 CONTRACTOR shall furnish all materials, labor, supervision and equipment necessary to perform all work required for regularly scheduled sweeping of all public streets in the City Within 90 days of the Effective Date, CONTRACTOR shall adopt a CITY approved street sweeping schedule that follows the CITY approved refuse collection schedule, including adjustments for Holidays. Exceptions resulting from equipment breakdowns shall be immediately reported to the CITY with a catch-up schedule.

10.07.5 CONTRACTOR shall also provide the sweeping services identified in **Exhibit 4**, including an annual 500-hour time bank for unscheduled sweeping and related services to be assigned by the CITY upon 24-hour notice. Emergency incidents including vehicle accidents, illicit discharges, and other emergencies shall be responded to within two hours or less depending on the severity of the incident.

10.07.6 Maps. CONTRACTOR shall provide the Street Sweeping Service route maps to the CITY Representative upon request, within ninety (90) days from receipt of written notice. The maps shall be provided in a format that can be posted to the CITY website.

10.07.7 Sweeping Method. Unsweepable items that impede sweeping, such as palm fronds, rocks, trash and debris shall be removed from the sweeping path and properly disposed of by the operator rather than driving around them. Items that impede sweeping and are immovable such as construction debris and impaired vertical or horizontal clearance by tree limbs shall be reported to the CITY immediately for correction. CONTRACTOR is not responsible for areas missed due to parked cars or other personal property. Sweeper operators shall immediately report to CONTRACTOR and the CITY all Illicit Discharges observed during routes. CONTRACTOR shall train all operators to recognize Illicit discharges and storm water pollution sources prior to work as street operators and annually thereafter, using CITY-approved training materials. Such training shall be documented for review by the CITY.

10.07.7.1 In areas where drainage is a problem, CONTRACTOR shall make as many passes as necessary to remove debris from standing water. In addition, all sand, dirt, rocks, gravel, vegetation, and other sweepable debris shall be removed from the street during the sweeping operation. If standing water is over the top of curb, then CONTRACTOR shall not be required to sweep that specific area. Sweeper operators shall report drainage problems to CONTRACTOR and CITY on a monthly basis, or as deemed appropriate by CONTRACTOR.

10.07.8 Standards of Service. All areas swept under this Agreement shall be thoroughly cleaned. All debris shall be picked up by the sweeper unit and disposed of at CONTRACTOR's expense as outlined in this Article. Sweeping shall include the removal of all sand, gravel, dirt, litter, vegetation, and any and all other debris that accumulates between sweeps. Curb lines shall be swept along both sides of the roadway, or to the edge of pavement where no curb exists, along all curbs on raised medians, over all portions of painted medians, painted left and right turn pockets, and all intersection cross gutters. Sweeping shall normally require one pass over an area. CONTRACTOR shall make additional passes or make such extra effort required to adequately clean the street to the satisfaction of the CITY. Extra effort shall be required when sweeping equipment leaves a dirt/silt smear in its swept path. The service standards in this Article may be reviewed and modified as conditions warrant to maintain cleanliness by the CITY or as necessary to comply with any regulatory permits issued to CITY.

10.07.9 Water. CONTRACTOR shall obtain water services from the appropriate water utility or CITY, if deemed appropriate, for the water necessary in the street sweeping operation, and the cost of the water shall be borne by CONTRACTOR.

10.07.9.1 When possible, CONTRACTOR shall use reclaimed or tertiary recycled water.

10.07.9.2 CONTRACTOR shall not discharge liquid waste from the sweeper units onto CITY streets or into the storm drain system.

10.07.9.3 Washing of sweepers on CITY property is prohibited. Any and all washing of sweeper units shall be compliant with Article 12.04.2. CONTRACTOR shall implement best management practices when loading water into the street sweepers to prevent any overflow/potable water discharges into the storm drain system.

10.07.10 Sweeper Speed. CONTRACTOR shall operate the sweepers at a speed of not more than five (5) miles per hour in residential areas and eight (8) miles per hour in commercial areas when sweeping or when the sweeper brooms are down, unless CONTRACTOR can demonstrate that the sweeper can operate efficiently and safely at a higher speed. CITY will use industry standards, Environmental Protection Agency information, and the sweeper manufacturers' recommendations on the speed of sweepers when considering speeds greater than six (6) miles per hour.

10.07.11 Width of Sweeper Path. CONTRACTOR shall sweep a path, with all brooms down, with a width of not less than eight (8) feet unless parked vehicles, structures, or other objects prohibit the safe sweeping of this path width. The path shall begin at the face of the curb, and include the flow line of the gutter. Unless blocked by parked cars, Garbage Carts, Recycling Carts, or Organics Carts the face of the curb and gutter shall always be included within the sweeper path. On those residential streets with no curb, the width of the sweeper path shall be not less than eight (8) feet measured from the edge of the pavement toward the center of the street.

10.07.12 Street Sweeping Frequency.

10.07.12.1 Residential Streets. CONTRACTOR shall provide Street Sweeping Service for each Curb Mile of residential streets in the CITY once a month on a scheduled

route basis. However, in those instances where the scheduled Street Sweeping Service day falls on a Holiday, CONTRACTOR shall adjust the route schedule as set forth in Article 3.09.

10.07.12.2 Commercial Streets. CONTRACTOR shall provide Street Sweeping Service for each Curb Mile of commercial streets in the CITY twice per week on a scheduled route basis. However, in those instances where the scheduled Street Sweeping Service day falls on a Holiday, CONTRACTOR shall adjust the route schedule as set forth in Article 3.09.

10.07.12.3 Change in Frequency. The CITY may direct CONTRACTOR to change the frequency of street sweeping for any CITY street. CONTRACTOR shall implement CITY-directed changes in frequency within fifteen (15) Work Days of receipt of written notice from the CITY Representative to adjust sweeping frequency. Any changes under this Article shall be treated as CITY-directed changes under Article 24.09.

10.07.13 Street Sweeping Hours of Service.

10.07.13.1 Residential Streets. CONTRACTOR shall provide Street Sweeping Service on residential streets commencing no earlier than 6:00 a.m. and terminating no later than 4:00 p.m. Monday-Friday. Street Sweeping Services shall take place five days per week. The hours, days, or both of service may be extended due to extraordinary circumstances or conditions with the prior written consent of the CITY Representative. Sweeping in residential areas shall be coordinated with Collection Services to ensure that sweeping occurs after collection of all Carts has been completed on a specific street.

10.07.13.2 Commercial Streets. CONTRACTOR shall provide Street Sweeping Service on commercial streets commencing no earlier than 8:30 p.m. a.m. and terminating no later than 7:00 a.m. Monday-Saturday. Street Sweeping Service shall take place six days per week. The hours, days, or both of service may be extended due to extraordinary circumstances or conditions with the prior written consent of the CITY Representative.

10.07.13.3 Downtown Area. Street Sweeping in the downtown area or other areas as designated by the CITY may commence no earlier than 2:00 a.m. and terminate no later than 6:00 a.m. Monday-Friday. The CITY may restrict Street Sweeping hours in the downtown area or other areas where noise or traffic negatively affects the surrounding neighborhoods.

10.07.13.4 Other Areas. Designated collector, arterial streets and CITY facilities may be swept on a schedule as provided in **Exhibit 4**.

10.07.14 Street Changes. CITY and CONTRACTOR acknowledge that it may be necessary or desirable to add or delete CITY Streets for which CONTRACTOR will provide Street Sweeping Services or necessary to temporarily modify sweeping schedules. CITY will provide notice of any such changes to CONTRACTOR which may be caused by the following:

- Construction or development on or along a street.
- Pavement maintenance activities, including the chip seal program or the slurry seal program.
- Special sweeping on alternative schedule.
- Other legitimate reasons that make sweeping impractical as determined by the CITY Representative.

10.07.15 Street Additions. As new streets are constructed and accepted by CITY, CITY may, at CITY'S sole option, designate such streets as part of the Service Area for the purposes of Street Sweeping Services. If the CITY Representative designates such streets as part of

the Service Area, CONTRACTOR shall provide Street Sweeping Service on such streets under the terms and conditions of this Agreement within fifteen (15) Work Days of receipt of written notice from the CITY Representative to begin service.

10.07.16 Street Deletions. CITY may require some CITY Streets to be temporarily or permanently removed from the list of scheduled streets for which CONTRACTOR provides Street Sweeping Service under this Agreement. CONTRACTOR shall immediately cease providing Street Sweeping Service to any CITY Street upon receipt of written notice from the CITY Representative to stop such service. When a CITY Street has been temporarily removed from the list of scheduled streets, CONTRACTOR shall resume Street Sweeping Service on such street in the next regularly scheduled cycle following the receipt of written notice from the CITY Representative to resume service.

10.07.17 Revised Maps. CONTRACTOR shall revise the Street Sweeping Service route maps to show permanent addition or deletion of CITY Streets as provided in Article 10.07.15 and Article 10.07.16 and shall provide such revised maps to the CITY Representative upon request, within ninety (90) days from receipt of written notice. The maps shall be provided in a format that can be posted to the CITY website.

10.07.18 Hazardous Waste. CONTRACTOR shall not be required to remove any Hazardous Waste from the street surface. If, in the course of performing Street Sweeping Services, any suspected Hazardous Waste is encountered, CONTRACTOR shall immediately report the location to the Santa Rosa Police Department, the CITY Representative, and any other responsible agency.

10.07.19 Disposal of Sweep Waste. CONTRACTOR shall transport and deliver to the Disposal Facility all Sweep Waste collected as a result of performing Street Sweeping Services in a manner that meets AB 939 or other waste diversion requirements established per CalRecycle. In the event the Disposal Facility is closed on a Work Day or is otherwise unable to accept the Sweep Waste for disposal, CONTRACTOR shall transport and dispose of the Sweep Waste at such other legally permitted Disposal Facility approved by the CITY Representative. Sweep Waste recycling and processing shall be by mutual agreement between the CONTRACTOR and the CITY and shall not be calculated as part of the annual diversion rate required in Article 5.

10.07.20 Spillage. During hauling, all Sweep Waste shall be contained, covered and enclosed so that leaking, spilling and blowing of the Sweep Waste is prevented. CONTRACTOR shall be responsible for the immediate clean-up of any spillage caused by CONTRACTOR.

10.07.20.1 Not less than forty-five (45) Days prior to commencement of Street Sweeping Services, CONTRACTOR shall submit to the CITY Representative, Service Area maps precisely defining the Sweeper Routes for review and approval by the CITY Representative. The route maps shall include the days of the month sweeping shall occur, the sweeping schedules in adjacent areas, the areas of the CITY to be swept, the start and finish of each route, the location of each dumpsite, and any special needs such as early starts, and late finishes.

10.07.20.2 The CITY Representative may provide written comments on the preliminary maps to CONTRACTOR no later than twenty (20) Days after receipt of the maps from CONTRACTOR. CONTRACTOR shall revise the maps to reflect such comments and return them to the CITY Representative within twenty (20) Days after receipt of the CITY Representative's comments.

10.07.20.3 Upon approval by the CITY Representative of the final Sweeper Route maps, CONTRACTOR shall develop and maintain the Sweeping Routes on a computerized mapping system that is compatible with CITY'S mapping system to the extent possible. Street Sweeping maps provided to the CITY shall be in a format that is suitable for posting to the CITY website.

10.07.20.4 Changes in maps shall be provided by the CITY, and CONTRACTOR shall update the maps in CONTRACTOR's system every month. Such changes shall also be reflected in CONTRACTOR's printed route maps.

10.07.21 Service Route Changes. CONTRACTOR shall submit to the CITY Representative, in writing, any proposed route change (including maps thereof) not less than forty-five (45) Work Days prior to the proposed date of implementation.

10.07.21.1 The CITY Representative may provide written comments to CONTRACTOR on such proposed change no later than ten (10) Work Days after receipt of the proposal from CONTRACTOR, and CONTRACTOR shall revise the routes to reflect such comments and return them to the CITY Representative within ten (10) Work Days of receipt of such comments.

10.07.22 CONTRACTOR shall not implement any route changes without the prior written approval of the CITY Representative. If the approved route change will change the day on which Street Sweeping Service will occur, CONTRACTOR shall notify the affected Service Recipients of route changes not less than thirty (30) Work Days before the proposed date of implementation in a manner approved by the CITY Representative.

10.07.23 Other CITY Sweep Service. If during the Term, circumstances exist that require work associated with the Street Sweeping Service program that is not specifically provided for in this Agreement, the CITY Representative may require CONTRACTOR to perform such other associated work ("OAW").

10.07.24 When CONTRACTOR performs OAW, the labor, materials, and equipment used in the performance of such work, and the additional compensation to CONTRACTOR for performing such work, shall be subject to the prior written approval of the CITY Representative, per the terms of **Exhibits 1 and 13**.

10.07.25 Examples of OAW that CONTRACTOR may be required to perform include: performance of special sweeps, flood clean-up, street sanitation for parades and celebrations, CITY requested clean-up services, and any contingency where sweeper and supporting sweeper equipment could assist in a particular instance.

10.07.26 CONTRACTOR shall provide certain OAW services within 24 hours of CITY request, including but not limited to sweeping of a spill, accident, or other situations as deemed necessary by the CIT.

10.07.27 Street Sweeping Quality of Work. The standards of performance which CONTRACTOR is obligated to meet are those good street sweeping practices which leave the service area in a debris and dirt free condition.

10.07.28 Street Sweeping Equipment.

10.07.28.1 General Provisions. All Street Sweeping Service equipment used by CONTRACTOR in the performance of services under this Agreement shall be of a high quality, adequate to meet standards of service provided for in this Article, and shall be primarily regenerative air in design, however mechanical broom or vacuum systems may be appropriate and in conformance with the City's MS4 Permit. All vehicles to be used shall comply with the provisions of Article 12 for collection vehicles to the extent such provisions could reasonably apply to Street Sweeping vehicles.

10.07.28.2 Street Sweeping Vehicles. Street Sweeping vehicles shall be designed and operated so as to prevent Sweep Waste from escaping from the vehicles, including means of preventing collected materials from leaking, blowing or falling from the collection vehicles.

10.07.28.3 Clean Air Collection Vehicles. During the Term, to the extent required by law, CONTRACTOR shall provide its Street Sweeping vehicles to be in full compliance with all Applicable Laws as in effect from time to time, including State and federal clean air requirements (including, but not limited to, the California Air Resources Board Diesel Particulate Matter Control Measures contained in California Code of Regulations, title 13, sections 2020 et seq.), the Federal EPA's Highway Diesel Fuel Sulfur regulations and all other applicable air pollution control laws.

10.07.28.4 Vehicle Noise Level. All Street Sweeping operations shall be conducted as quietly as possible and must comply with Applicable Laws, including federal EPA noise emission regulations, currently codified at Code of Federal Regulations, title 40, Part 205.

10.07.28.5 Reserve Equipment. CONTRACTOR shall have available to it, at all times, reserve Street Sweeping Service equipment that can be put into service and operation within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by CONTRACTOR to perform CONTRACTOR's duties under this Agreement.

10.07.28.6 All equipment shall be maintained in good mechanical condition, including brushes and brooms that shall be replaced at regular intervals. CONTRACTOR shall immediately clean any vehicle fluids (hydraulic fluids, lubricating oils, etc.) that leak or spill from equipment into the street or public right of way.

10.07.28.7 Sweeping equipment shall not be stored on CITY property or in the public right of way unless mechanical failure prevents immediate removal. In the event of mechanical failure, all efforts must be made to remove the equipment from the public right of way as soon as possible. The CITY must approve any overnight storage in public right of way or on CITY property.

10.07.28.8 All equipment is subject to inspection by the CITY at any time.

10.07.28.9 All sweepers shall have an operational strobe and back-up alarm and shall conform to all CITY, Sonoma County, State and federal safety requirements.

10.07.29 Staffing. All Street Sweeper operators shall abide by the requirements set forth in Article 27 of this Agreement.

10.07.30 Communication. CONTRACTOR shall have direct communication with all sweeping operators in the field utilizing radios or cellular telephones. Each sweeper operator shall have the ability to communicate verbal information immediately to CITY staff, Police and Fire Department personnel, residents, and to report illicit storm water discharges and hazardous street or drainage conditions to the CITY. CONTRACTOR shall also report missed routes and citizen complaints and resolution to the CITY on a weekly basis, when applicable.

10.07.31 CONTRACTOR shall supply a 24-hour message telephone number to the CITY Traffic Engineer so that the CITY can notify CONTRACTOR of traffic counter installations.

10.07.32 Drivers shall be aware of their locations in order to raise their brooms and avoid destruction of traffic counter cables. CONTRACTOR shall use due diligence to avoid traffic counter cables.

10.07.33 Deficiencies and Corrections. The CITY may also make regular unannounced inspections of Street Sweeping locations if a swept area is deemed to be below acceptable performance standards, the substandard section shall be re-swept within 24 hours of notification. CONTRACTOR shall re-sweep at their own expense. The CITY shall be notified of the completed re-sweep.

10.07.34 City MS4 Permit. CONTRACTOR shall meet street sweeping requirements included in the CITY's current Storm Water Discharge Permit (Order NO. R1-2015-0030, NPDES NO. CA0025054) as it may be amended, revised, or reissued from time to time ("MS4 Permit").

ARTICLE 11. Collection Routes

11.01 Collection Routes. Forty-five (45) days prior to commencement of Collection Services, CONTRACTOR shall provide the CITY with maps precisely detailing collection routes, and the days and the times at which collection will commence and regularly occur. CONTRACTOR will provide the map data in a GIS format that is compatible with the format used by the CITY.

11.02 Subsequent Collection Route Changes. CONTRACTOR shall submit to the CITY, in writing, any proposed route change (including maps thereof) not less than sixty (60) days prior to the proposed date of implementation. CONTRACTOR will provide the map data in a GIS format that is compatible with the format used by the CITY.

11.02.1 CONTRACTOR shall not implement any route changes without the prior review and written approval of the CITY Representative. If the route change will change the collection day for a Service Recipient, CONTRACTOR shall notify those Service Recipients in writing of route changes not less than thirty (30) days prior to the proposed date of implementation.

11.03 Collection Route Audits. The CITY reserves the right to conduct audits of CONTRACTOR's collection routes. CONTRACTOR shall cooperate with the CITY in connection therewith, including permitting CITY employees or agents designated by the CITY Representative to ride in the collection vehicles in order to conduct the audits.

ARTICLE 12. Collection Equipment

12.01 Procurement of New Vehicles. CONTRACTOR has agreed to purchase and place new vehicles into service meeting all of the requirements of this Agreement. The parties acknowledge that, given the Effective Date, and the time required for procurement, there may not be sufficient time for CONTRACTOR to purchase and place into service all such vehicles before January 1, 2018. Accordingly, CONTRACTOR shall put new vehicles into service and use such vehicles to perform all Collection Services, and Street Sweeping Services, and all other services requiring the use of vehicles under this Agreement no later than nine (9) months after the Effective Date. Within one (1) week after the Effective Date, CONTRACTOR shall provide proof to CITY of ordering and the projected delivery of all required new vehicles. CONTRACTOR has provided a detailed plan for putting all new vehicles into service on the required timeframe in **Exhibit 8**. Until such time periods have lapsed, CONTRACTOR may use the previous contractor's vehicles (collectively, the "Legacy Equipment") and the vehicle requirements set forth elsewhere in this Agreement shall not apply to such Legacy Equipment, provided that the Legacy Equipment has been cleaned and relabeled to indicate Recology as the operator of such Legacy Equipment and provided that the use or operation of any of the Legacy Equipment does not violate any Applicable Laws. CONTRACTOR shall not use or operate any Legacy Equipment under this Agreement upon lapse of the deadlines described in this section. In the event of any conflict between this section and any other provision of this Agreement, this section shall govern.

12.02 Equipment Specifications.

12.02.1 General Provisions. All equipment used by CONTRACTOR in the performance of services under this Agreement shall be of a high quality, meeting the CITY's expectations as set forth in this Article.

12.02.2 The collection vehicles shall be designed and operated so as to prevent collected materials from escaping from the collection vehicles. Hoppers shall be closed on top and on all sides with screening material to prevent collected materials from leaking, blowing or falling from the collection vehicles.

12.02.3 All collection vehicles and Containers shall be watertight and shall be operated so that liquids do not spill during collection or while in transit.

12.02.4 At the commencement of service on January 1, 2018, CONTRACTOR may use collection vehicles that are either new or pre-owned.

12.02.5 At no time shall CONTRACTOR provide services in the CITY using:

12.02.5.1 Daily route collection vehicles that are more than twelve (12) years old or have accumulated 500,000 miles (whichever comes first); or

12.02.5.2 Daily route collection vehicles that are more than six (6) years old or have accumulated 250,000 miles (whichever comes first) that have not been rebuilt as set forth in this Article.

12.02.6 Vehicle Rebuild. Within six (6) months of reaching six (6) years since build date (or reaching 250,000 miles, whichever comes first) all vehicles must be rebuilt. Rebuilt means, at a minimum, that vehicles shall:

12.02.6.1 Be completely and comprehensively assessed by a professional certified solid waste vehicle mechanic, including visual inspection and mechanical testing of all vehicles parts and systems;

12.02.6.2 Have all worn parts and systems replaced with new parts and systems;

12.02.6.3 Have all worn vehicle body and chassis parts, hydraulic systems, transmissions, differentials, electrical systems, engines, brake systems and emissions control systems reconditioned or replaced with new parts to achieve like-new operations; and

12.02.6.4 Be completely repainted and relabeled with appropriate signage.

12.02.7 CONTRACTOR must retain complete written and digital records of all assessment, repairs and replacements, painting made for all rebuilt vehicles, which shall be all vehicles over six (6) years and six (6) months old or having over 250,000 miles, whichever comes first.

12.02.8 Lubricants. CONTRACTOR shall utilize re-refined motor oil and re-refined hydraulic oil in all vehicles used in CONTRACTORS performance of this Agreement except as approved in writing by the CITY Representative on an individual vehicle basis, or where the use of such re-refined motor oil or hydraulic fluid would void the original manufacturer's warranty on such vehicle.

12.02.9 Clean Air Collection Vehicles. CONTRACTOR's collection vehicles shall be in full compliance with all Applicable Laws as in effect from time to time, including State and federal clean air requirements (including, but not limited to, the California Air Resources Board Diesel Particulate Matter Control Measures contained in California Code of Regulations, title 13, sections 2020 et seq.), the Federal EPA's Highway Diesel Fuel Sulfur regulations and all other applicable air pollution control laws.

12.02.10 Collection Vehicle Classification. At the start of this Collection Service Agreement, all collection vehicles used for collection of Carts or Bins, and all Street Sweeping vehicles utilized by CONTRACTOR pursuant to this Agreement may be pre-owned or new.

12.02.10.1 Collection vehicles used for Cart collection shall be fully-automated except where such service is not feasible because of topographic or other physical factors.

12.02.10.2 Where fully-automated Collection Service is not feasible, CONTRACTOR shall consult with the CITY Representative regarding the Collection Service equipment to be utilized. CONTRACTOR shall use front-end loader or Roll-off Container loaders for Bin and Roll-off Containers.

12.02.11 Large Items. Collection vehicles used for collection of Large Items shall not use compactor mechanisms or mechanical handling equipment that may damage reusable goods or release Freon or other gases from pressurized appliances.

12.02.12 Safety Markings. All collection vehicles and equipment used by CONTRACTOR shall have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and warning flags. All such safety markings shall be subject to the approval of the CITY and shall be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time.

12.02.13 Collection Vehicle Signage and Painting. Collection vehicles, except reserve equipment used on a temporary basis, shall be painted and numbered consecutively without repetition and shall have CONTRACTOR's name, CONTRACTOR's customer service telephone number, and the number of the collection vehicle painted in letters of contrasting color, at least three (3) inches high, on each side and the rear of each collection vehicle.

12.02.13.1 No advertising shall be permitted other than the name of CONTRACTOR except promotional advertisement of the Recyclable Material, Organics programs, and/or other programs approved by the CITY.

12.02.13.2 CONTRACTOR shall repaint all collection vehicles (including collection vehicles striping) during the Term on a frequency necessary to maintain a public image, cleanliness, and visibility of required markings as reasonably determined by the CITY Representative.

12.02.14 Collection Vehicle Noise Level. All Collection Service and Street Sweeping operations shall be conducted as quietly as possible and must comply with federal EPA noise emission regulations, currently codified at Code of Federal Regulations, title 40, Part 205, and other applicable State, County and CITY noise control regulations.

12.02.14.1 The noise level generated by collection vehicles using compaction mechanisms during the compaction process shall not exceed eighty-five (85) decibels at twenty-five (25) feet from the collection vehicle measured at an elevation of five (5) feet above ground level using the "A" scale of the standard sound level meter at slow response. CONTRACTOR shall cause the collection vehicles to be tested annually and shall submit a certificate of testing showing that the vehicles met the requirements of this Article at a time to be determined by the CITY. CONTRACTOR shall not use any vehicle for collection services that fails to meet the requirements of this Article unless and until the vehicle has been retested and met the standards. CONTRACTOR shall submit to the CITY certificates showing the retesting and that the vehicles were repaired and met the requirements within fifteen (15) days after the initial failure to meet the requirements. This Article shall only apply to vehicles that are older than five (5) years.

12.02.15 Vehicle Certification. For each collection vehicle used in the performance of services under this Agreement, CONTRACTOR shall obtain a certificate of compliance (smog check) issued pursuant to Part 5 of Division 26 of the California Health and Safety Code (Sections 43000 et seq.) and regulations promulgated thereunder and/or a safety compliance report issued pursuant to Division 14.8 of the California Vehicle Code (Sections 34500 et seq.) and the regulations

promulgated thereunder, as applicable to the vehicle. CONTRACTOR shall maintain copies of such certificates and reports and shall make such certificates and reports available for inspection upon request by the CITY Representative.

12.02.15.1 No later than ninety (90) days after the regularly scheduled inspection, CONTRACTOR shall submit to the CITY Representative verification that each of CONTRACTOR'S collection vehicles have passed the California Highway Patrol Biannual Terminal Inspection (CHP/BIT). Thereafter, CONTRACTOR shall cause each vehicle in CONTRACTOR'S collection fleet to be tested in accordance with the requirements of this Inspection Program and shall submit written verification to CITY within ten (10) Work Days of the completion of such test. CONTRACTOR shall not use any vehicle that does not pass such inspection.

12.02.16 In the event of an on-route breakdown, CONTRACTOR may utilize a temporary backup vehicle without the prior written consent of the CITY Representative, but must verbally inform the CITY Representative of any such on-route breakdown and timeframe for the use of a temporary collection vehicle.

12.03 Collection Vehicle Registration, Licensing and Inspection. On or before January 1, 2018 and annually thereafter during the Term, CONTRACTOR shall submit documentation to the CITY Representative to verify that each of CONTRACTOR's Collection Service and Street Sweeping collection vehicles is in compliance with all registration, licensing and inspection requirements of the California Highway Patrol, the California Department of Motor Vehicles, and any other Applicable Laws.

12.03.1 CONTRACTOR shall not use any vehicle to perform Collection Services that is not in compliance with applicable registration, licensing and inspection requirements.

12.04 Equipment Maintenance. CONTRACTOR shall maintain collection equipment in a clean condition and in good repair at all times.

12.04.1 All parts and systems of the collection equipment shall operate properly and be maintained in a condition satisfactory to CITY.

12.04.2 CONTRACTOR shall wash all collection vehicles as necessary to maintain equipment in clean condition and good repair. Vehicle washing shall be conducted in compliance with the CITY's Storm Water Discharge Permit through:

12.04.2.1 City approved onsite infiltration of wash waters;

12.04.2.2 Containment and off-haul and disposal of wash waters;

12.04.2.3 Equipment of wash areas with clarifiers or an alternative pre-treatment device (subject to CITY approval); and

12.04.2.4 Connection of wash areas to the sanitary sewer with permission from the appropriate agency.

12.05 Maintenance Log. CONTRACTOR shall maintain a maintenance log for all Collection Service vehicles and Street Sweeping collection vehicles. The log shall at all times be accessible to the CITY by physical inspection upon request of the CITY Representative, and shall show, at a minimum, each collection vehicle's CONTRACTOR assigned identification number, date purchased or initial lease, dates of performance of routine maintenance, dates of performance of any additional maintenance, and description of additional maintenance performed.

12.05.1 Equipment Inventory. On or before January 1, 2018 and annually thereafter during the Term, CONTRACTOR shall provide to the CITY an inventory of Collection Services and Street

Sweeping collection vehicles and major equipment used by CONTRACTOR for collection or transportation and performance of services under this Agreement. Each inventory shall also include the tare weight of each vehicle as determined by weighing at a public scale and not at a disposal or other facility scale used by CONTRACTOR. Each vehicle inventory shall be accompanied by a certification signed by CONTRACTOR that all collection vehicles meet the requirements of this Agreement.

12.05.1.1 The inventory shall indicate each collection vehicle by CONTRACTOR assigned identification number, DMV license number, the age of the chassis and body, type of fuel used, the type and capacity of each vehicle, the number of collection vehicles by type, the date of acquisition, the decibel rating and the maintenance status.

12.05.1.2 CONTRACTOR shall submit to the CITY Representative, either by e-mail, an updated inventory annually or more often at the request of the CITY Representative.

12.05.2 Reserve Equipment. CONTRACTOR shall have available to it, at all times, reserve Collection Service and Street Sweeping equipment which can be put into service and operation within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the replaced equipment.

ARTICLE 13. Customer Service Program

13.01 Customer Service Program. CONTRACTOR shall develop, implement, and maintain a Customer Service Program to ensure that all services provided under this Agreement are provided at high quality and in accordance with CONTRACTOR's Customer Service Plan attached as **Exhibit 11** of this Agreement.

13.01.1 CONTRACTOR's Customer Service Plan may be revised from time to time, at CONTRACTOR's discretion, provided that any amendments to the Plan shall be approved by the CITY Representative. Approval of any amendments by CITY Representative shall not be unreasonably withheld.

13.02 CONTRACTOR's Office. CONTRACTOR shall maintain an office in Sonoma County that provides walk-in and telephone access using a local telephone number to Service Recipients, residents and businesses of the CITY and that is staffed by trained and experienced Customer Service Representatives ("CSRs").

13.02.1 Such office shall be equipped with sufficient telephones and number of incoming telephone lines that guarantee all Collection Service related calls received during normal business hours will be answered within five (5) rings. CONTRACTOR shall maintain a telephone answering system capable of accepting at least twenty-five (25) incoming calls at one (1) time.

13.02.2 Such office shall have responsible persons in charge during collection hours and shall be open during normal business hours, 7:00 a.m. to 6:00 p.m. on regularly scheduled Work Days (Monday through Friday) and when SFD and/or MFD Holiday service is scheduled on Saturdays.

13.02.3 CONTRACTOR shall provide either a telephone answering service, mechanical voicemail device, or email to receive Service Recipient inquiries during those times when the office is closed. Inquiries, calls and voicemails received after normal business hours shall be addressed the next Work Day morning.

13.02.4 CONTRACTOR shall also provide a physical location within Sonoma County where Service Recipients may pay bills, obtain service information, and/or change, start, or stop Collection Services. Such location shall be open to Service Recipients during normal Work Days.

13.03 Emergency Contact. CONTRACTOR shall provide the CITY Representative with an emergency telephone number where CONTRACTOR can be reached outside of the required office hours within a two (2) hour response time.

13.04 Multilingual/TDD Service. CONTRACTOR shall at all times maintain the capability of responding to telephone calls in English and Spanish. Add hearing impaired / TDD / Web chat language.

13.05 Service Recipient Call Log. CONTRACTOR shall record all calls including any inquiries, service requests and complaints on a customer service log.

13.05.1 Response to Calls. All incoming calls will be answered within five (5) rings. Any call "on-hold" in excess of one and one half (1.5) minutes shall have the option to remain "on-hold" or to be switched to a message center where Service Recipient can leave a message.

13.05.1.1 CONTRACTOR's CSR's shall return all Service Recipient calls left before 3:00 p.m., and all such "call backs" shall be attempted a minimum of one time prior to 6:00 p.m. on the day of the call, with a minimum of three (3) call attempts within twenty-four (24) hours of the receipt of the call between the hours of 9:00 a.m. and 6:00 p.m.

13.05.1.2 For messages left after 3:00 p.m. or on a Holiday or non-Work Day, all "call backs" shall be attempted a minimum of one (1) time prior to noon the next Work Day, with a minimum of three (3) call attempts should be made between the hours of 9:00 a.m. and 6:00 p.m. on that day.

13.05.1.3 Notwithstanding the foregoing, if during a "call back" the CSR is able to leave a message on the Service Recipient's answering machine or voicemail service, no further "call backs" shall be required.

13.06 Website. CONTRACTOR shall develop and maintain a website dedicated to services provided in the CITY that is accessible by the public. All telecommunication services, websites and web-based applications and services shall be accessible to, and usable by, persons with disabilities. CONTRACTOR shall provide all electronic, telecommunication, and information technology products and services to be provided under this Agreement in conformance with title 28, Part 35 of the Code of Federal Regulations, 28 C.F.R. §§ 35.130, et seq., and the accessibility standards set forth in Section 508 of the Rehabilitation Act of 1973, as amended. Section 508 standards are viewable at: <http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/section-508-standards>.

13.06.1 The website shall include answers to frequently asked questions, rates for Collection Services, listing and description of Garbage, Recyclable Material and Organic Waste, Collection Service schedules and maps, customer service telephone numbers, and other related topics.

13.06.2 CONTRACTOR shall arrange for CITY'S website to include an e-mail link to CONTRACTOR and a link to CONTRACTOR's website.

13.06.3 CONTRACTOR's website shall provide the public the ability to e-mail complaints to CONTRACTOR and request services or service changes.

13.06.4 CONTRACTOR's website shall also promote reuse and recycling, and shall present graphics and statistics illustrating the CITY's progress toward becoming a more sustainable community, other CITY environmental programs, and other materials as requested by CITY.

13.06.5 CITY shall review and approve any changes to CONTRACTOR's current website for specific pages and content for Collection Services provided in the CITY. CONTRACTOR's website shall also include links to relevant CITY website pages, including the CITY's solid waste page.

ARTICLE 14. Education and Outreach Services

14.01 Education and Outreach Program Services. Each Agreement Year, CONTRACTOR shall prepare, submit and implement an annual Education and Outreach Program Plan at its own expense. The Education and Outreach Program Plan is subject to CITY approval, which must be obtained prior to implementation on an annual basis.

14.01.1 The proposed Education and Outreach Program Plan must be submitted annually for CITY approval no later than November 1 for the next Agreement Year.

14.01.2 The action plan must include a minimum of four (4) campaigns per year, designed to increase diversion and participation for each SFD Service Unit, MFD Service Unit, Commercial Service Unit, and CITY Service Unit.

14.01.2.1 Campaigns should target certain Recyclable Materials, Organics or "problem" areas in the Service Area where improvements can be maximized.

14.01.2.2 Campaigns may include the development of education and outreach materials, CITY-specific website language and social media platforms, involvement at City-Supported Events, and other strategies to assist the CITY in meeting its diversion goals.

14.01.2.3 Targets of outreach should be based on local trends and recycling patterns based on information obtained by both the CITY Representative and CONTRACTOR staff.

14.01.2.4 CONTRACTOR shall provide space in CONTRACTOR's public outreach materials, such as mailers, flyers and newsletters, for the CITY to include announcements, community information, articles, and photographs. Newsletters and written outreach materials must be submitted in draft form to CITY Representative for approval prior to printing and distribution. Outreach efforts must also be provided in the Spanish language upon request of the CITY.

14.01.2.5 CONTRACTOR must also provide program information on a CITY-specific web page, and appropriate outreach through other web means, including social media.

14.01.3 Annual Collection Service Notice. Each Agreement Year during the Term, CONTRACTOR shall publish and distribute separate notices to Service Recipients as follows.

14.01.3.1 Based on the category of Service Recipient receiving the notice, it shall contain at a minimum: Definitions of the materials to be collected; procedures for setting out the materials; maps of the Service Area indicating the day that Garbage Collection Services, Large Items Collection Service, Recycling Collection Service, and Organics Collection Service will be provided; and the CITY customer service telephone number.

14.01.3.2 The notice shall be provided in English, and other languages as directed by the CITY, and shall be distributed by CONTRACTOR no later than March 1, 2018 during the first Agreement Year, and no later than March 31 annually thereafter.

14.02 Diversion Coordinator. CONTRACTOR shall, at its own expense, provide for a full-time Diversion Coordinator dedicated to providing support for solid waste diversion programs, including performing commercial waste audits and outreach and support to commercial and multi-family accounts.

14.02.1 The position shall be a minimum of forty (40) hours per week for the duration of the Term.

14.02.2 CONTRACTOR may use Subcontractors to perform some or all the duties normally assigned to the Diversion Coordinator. CITY shall approve any Subcontractors prior to beginning service.

14.02.3 Beginning in January 2018 and for the next twenty-four (24) months, the Diversion Coordinator shall meet with key CITY staff on at least a monthly basis to review, at a minimum, program performance, current and anticipated activities, specific outreach performed to promote high participation in diversion programs, ability for Service Recipients to change service levels, awareness of and participation in Large Item or Neighborhood Clean-up Collection, methods to monitor contamination, Service Recipient service messaging on diversion programs. Starting in January 2020, at the CITY's option, the frequency of meetings may be reduced to a quarterly basis.

14.02.4 The Diversion Coordinator shall be responsible for all of the following:

(i) AB 341 and AB 1826 implementation, including conducting on-site waste audits and providing written summary reports for a minimum of twenty-five percent (25%) of all commercial and MFD Service Recipients per year, with the primary focus on those Service Recipients with the lowest program participation or diversion. Additionally, the on-site waste will be coordinated with any similar activities as may be provided the SCWMA, and the results of the waste audits and on-going AB 341 and AB 1826 compliance reports will be provided to both the CITY and to SCWMA.

(ii) Educating CITY staff and Service Recipients, as appropriate, regarding AB 341, AB 1826, AB 1594, and other State legislation.

(iii) Providing oversight to the School Outreach Program.

(iv) Right-sizing Containers for maximizing diversion at SFD, MFD and Commercial Service Units.

(v) Developing and distributing public education and outreach material.

(vi) Advising appropriate personnel (management, employees, janitors, etc.) at Commercial Service Units on methods and recommendations to increase recycling and decrease landfilling (i.e. how to maximize diversion; and provide educational materials, posters, and labels).

(vii) Informing and educating Service Recipients on the full range of all services being offered, including Cart exchange and cleaning, E-Waste, U-Waste, Used Motor Oil and Filter, and Large Item or Neighborhood Clean-up Collection Service, and availability of Indoor Food Waste Pails/Containers.

(viii) Educating Service Recipients, with an emphasis on MFD and Commercial Service Units, on how to participate in recycling and organics diversion programs, and decrease or eliminate contamination.

(ix) Educating and training staff and custodians on best practices for recycling, waste reduction and availability and use of in-house recycling Containers.

(x) Providing recommendations on Container sizes to maximize diversion, and the potential cost savings if a business takes recommended actions to increase diversion.

(xi) Educating personnel on how to maximize diversion, and providing educational materials, posters, labels, and memos to CONTRACTOR staff and CITY.

(xii) Coordinating outreach efforts with those of SCWMA.

14.02.5 The CITY Representative may provide feedback to CONTRACTOR regarding the effectiveness of the Diversion Coordinator.

14.02.6 Diversion outreach shall be arranged for in the Spanish language upon CITY request.

14.02.7 CITY may, at its reasonable discretion, redirect CONTRACTOR's funding for the Education and Outreach Program and Diversion Coordinator to a 3rd party, CITY staff, or SCWMA upon 30 days' prior written notice if CONTRACTOR breaches any provision of Section 14.01 or 14.02 and fails to cure such breach within 30 days after prior written notice by CITY.

14.02.8 By January 1, 2018, and by each successive November 1 during the Term, CONTRACTOR shall provide the CITY with the name and contact information of the Diversion Coordinator.

14.03 Additional Programs and Services. CONTRACTOR shall provide additional education and outreach services and programs as requested by CITY at a price to be mutually agreed upon with written approval between CONTRACTOR and the CITY Representative. In the event CONTRACTOR and the CITY Representative cannot reach a mutually agreed upon price for the requested service or program, CITY shall have the right to procure the service of other vendors or contractors to provide the requested service.

14.04 News Media Relations. CONTRACTOR shall notify the CITY Representative by email or telephone of all requests for news media interviews related to the Collection Services program within twenty-four (24) hours of CONTRACTOR's receipt of the request.

14.04.1 Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Service Recipient perception of services, CONTRACTOR shall discuss CONTRACTOR's proposed response with the CITY Representative.

14.04.2 Copies of draft news releases, advertisements to the members of the community or Service Recipients, or proposed trade journal articles shall be submitted to CITY for prior review and approval at least five (5) Work Days in advance of release, except where CONTRACTOR is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case CONTRACTOR shall submit such materials to CITY simultaneously with CONTRACTOR's submittal to such regulatory agency.

14.04.3 Copies of articles resulting from media interviews or news releases shall be provided to the CITY within five (5) Work Days after publication.

14.04.4 This Article 14.04 shall apply to CONTRACTOR, CONTRACTOR's affiliates, parent companies, Subcontractors, and other companies or legal entities that may provide media relations as listed in this Article.

14.05 Coordination with SCWMA Outreach Programs. CONTRACTOR shall coordinate its outreach efforts with those being provided by the SCWMA. This includes specific duties conducted by the Diversion Coordinator as well as diversion reports as required in Article 16 of this Agreement.

ARTICLE 15. Emergency Service Provisions

15.01 Emergency Services. In the event of a tornado, major storm, earthquake, fire, natural disaster, or other such event, the CITY Representative may grant CONTRACTOR a variance from regular routes and schedules.

15.01.1 As soon as practicable after such event, CONTRACTOR shall advise the CITY Representative when it is anticipated that normal routes and schedules can be resumed. The CITY Representative shall make an effort through the local news media to inform the public when regular services will be resumed.

15.01.2 The clean-up from some events may require that CONTRACTOR hire additional equipment, employ additional personnel, or work existing personnel during overtime hours to clean debris resulting from the event.

15.01.3 CONTRACTOR may recover the costs of such rental equipment, additional personnel, overtime hours and other documented expenses based on the rates set forth in **Exhibit 1** to this Agreement, provided CONTRACTOR has first secured written authorization and approval from the CITY Representative. CONTRACTOR will be required to keep records relating to the provision of emergency services for seven (7) years following the conclusion of an emergency requiring such services.

ARTICLE 16. Record Keeping & Reporting Requirements

16.01 Record Keeping.

16.01.1 Accounting Records. CONTRACTOR shall maintain full, complete and separate financial, statistical and accounting records pertaining to cash, billing, and provisions of all Collection Services, prepared on an accrual basis in accordance with generally accepted accounting principles.

16.01.1.1 Such records shall be subject to audit and inspection by the CITY with prior written notice.

16.01.1.2 Gross Revenues derived from provision of the Collection Services shall be recorded in the accounts of CONTRACTOR. These records shall be separate from other records maintained by CONTRACTOR for the provision of other services outside the scope of this Agreement as may be provided by CONTRACTOR.

16.01.1.3 CONTRACTOR shall maintain and preserve all cash, billing and disposal records for a period of not less than five (5) years following the close of each of CONTRACTOR'S fiscal years.

16.01.2 CONTRACTOR Payments to CITY. CONTRACTOR shall maintain records of all payments made to CITY for all items listed in Article 4.06.

16.01.3 Tonnage Records. CONTRACTOR shall maintain records of the quantities of:

16.01.3.1 (i) Garbage, Recyclable Material, and Organic Waste collected, processed, composted, and disposed under this Agreement, and

16.01.3.2 (ii) Recyclable Material by material type, purchased, sold, donated or given for no compensation,

16.01.3.3 (iii) Processing Residue disposed and

16.01.4 Records. CONTRACTOR shall maintain all other records reasonably related to provision of Collection Services, whether or not specified in this Article or elsewhere in this Agreement.

16.02 Reporting Requirements. Quarterly reports shall be submitted to the CITY Representative no later than fifteen (15) days after the end of the reporting quarter and annual reports shall be submitted to the CITY Representative no later than thirty (30) days after the end of each preceding Agreement Year (January through December).

16.03 Quarterly and annual reports shall be submitted electronically by email with telephone or voicemail confirmation. Reports shall be submitted in a format mutually agreed upon between the CITY and CONTRACTOR.

16.04 Quarterly Reports. Quarterly reports to the CITY shall include:

16.04.1 Garbage Data. The number of SFD, MFD, Commercial and CITY Service Units with the number of Garbage Bins, Carts, Roll-off Containers and Compactors by size and Service Unit type corresponding to each category.

16.04.1.1 A listing of the tonnage from all Collection Services, including Large Item Collection Service, collected, diverted and disposed by CONTRACTOR at the Disposal Facility for the preceding quarter sorted between SFD, MFD, Commercial and CITY Service Units.

16.04.1.2 Tonnage allocated from Collection Services provided to schools within CITY limits under separate contract, if any, shall be listed out separately. All tonnage data should be compared to the corresponding tonnage data from the prior year comparable period.

16.04.2 Recycling Data. The number of gross tons collected by material type for SFD, MFD, Commercial and CITY Recycling Collection Services, including Recyclable Material collected as part of Large Item Collection Service, for the preceding quarter.

16.04.2.1 Indicate, by material type (and grade where appropriate), quarterly total of Recyclable Material processed and sold including facility name and location, average price received per Ton and total Recycling Revenue received for the quarter.

16.04.2.2 Indicate any quantities, by material type, donated or otherwise disbursed without compensation.

16.04.2.3 Indicate quarterly totals and location for Processing Residue disposed.

16.04.2.4 Tonnage allocated from Collection Services provided to schools within CITY limits under separate contract, if any, shall be listed separately. All tonnage data shall be compared to the corresponding tonnage data from the prior year comparable period.

16.04.3 Organic Waste Data. The number of gross tons collected for SFD, MFD, Commercial and CITY Organics Collection Services, for the preceding quarter.

16.04.3.1 Indicate quarterly totals and location for Processing Residue disposed.

16.04.3.2 Tonnage allocated from Collection Services provided to schools within CITY limits under separate contract, if any, shall be listed separately.

16.04.3.3 All tonnage data shall be compared to the corresponding tonnage data from the prior year comparable period.

16.04.4 Diversion Rate. CONTRACTOR shall provide documentation acceptable to CITY in its sole but reasonable discretion stating and supporting the quarter's diversion rate, as calculated in accordance with the provisions of Article 5.

16.04.5 Education and Outreach Program Activities. CONTRACTOR shall report on all public education and information activities undertaken during the period, including distribution of bill inserts, collection notification tags, community information and events, school visits, tours and other activities related to the provision of Collection Services. CONTRACTOR shall provide copies of all print outreach conducted during the reporting period.

16.04.5.1 This report shall discuss the impact of these activities on Recycling and Organic Waste program participation and provide details of events and activities planned for the next period.

16.04.6 AB 341 and 1826 Compliance Data. CONTRACTOR shall report the total number of Commercial and/or MFD Service Units serviced and the number of containers, container sizes and frequency of collection for Garbage, Recyclable Material and Organic Waste for each of Commercial and/or MFD Service Units.

16.04.7 Processing and Marketing Data. CONTRACTOR shall report Recycling and Organic Waste processing and marketing issues or conditions occurring during the previous quarter (such as participation, setouts, contamination, etc.) and possible solutions, discussed separately for SFD, MFD, Commercial and CITY programs.

16.04.8 Customer Service Data. CONTRACTOR shall provide a summary narrative of praises, compliments, and problems encountered with collection and processing activities and actions taken.

16.04.8.1 Indicate type and number of Non-Collection Notices left at Service Recipient locations;

16.04.8.2 A copy of the customer service log, including a summary of the type and number of complaints and their resolution, and copies of a written record of all calls related to missed pickups and responses to such calls.

16.04.9 Operational Problems and Actions Taken. CONTRACTOR shall indicate instances of property damage and personal injury (other than property damage or injury to CONTRACTOR's property and personnel), significant changes and/or challenges in operations, and market factors.

16.04.10 Overweight Collection Vehicles. CONTRACTOR shall report each instance of overweight collection vehicles by date, type of collection vehicle, type of material collected, collection vehicle legal weight, and actual weight of collection vehicles at scale/gate house at time of delivery of Solid Waste.

16.04.11 Service Recipient Base Data. CONTRACTOR shall provide Service Recipient base data consisting of the number of SFD, MFD, and Commercial Service Units billed, and CITY Collection Services sorted by service type, Container size, number of Containers, and frequency of collection.

16.04.12 Summary of Historical and Proposed Activities. CONTRACTOR shall provide a narrative of activities undertaken during the month and those planned or proposed corresponding to action plan for the upcoming quarter.

16.04.13 Summary of CONTRACTOR Payments to CITY. CONTRACTOR shall report all payments made to CITY as specified in Article 4.06 for the reporting period.

16.04.14 Street Sweeping Summary. A summary of the Curb Miles swept, total Curb Miles missed, total tonnage disposed, recycled or composted, and the estimated amount of water used in the street sweeping vehicles.

16.04.15 Vehicle Inventory. Provide the current inventory of all Collection Services and Street Sweeping Service vehicles providing services to the CITY pursuant to Article 12.05.01 of this Agreement.

16.04.16 Annual Reports. The annual report submitted to CITY shall include all quarterly reports in Article 16.04 summarized by quarter and averaged for the Agreement year. For all annual reports beginning with the report for Agreement Year 2018, CONTRACTOR shall also include a historical comparison of the last year and the average of all years.

16.04.16.1 Gross Revenues. CONTRACTOR shall provide a summary of the prior Agreement Year's Gross Revenues paid broken down by SFD, MFD and Commercial Service Units.

16.04.16.2 Account Data. CONTRACTOR shall provide account data for SFD, MFD, Commercial Service Units and CITY Service Units including the total number of accounts serviced, and the number of accounts, account names and addresses of collection locations per each service category.

16.04.16.3 Equipment Inventory. CONTRACTOR shall provide an updated complete inventory of collection and major processing equipment including stationary, rolling stock and collection Containers by type and size.

16.04.16.4 Container Cleanings, Replacements and Exchanges. CONTRACTOR shall provide an accounting of the number of Carts, Bins and Roll-off Containers that were cleaned, replaced or exchanged during the Agreement Year, and an accounting of the number of Kitchen Food Waste Pails that were delivered to SFD and MFD Service Recipients during the Agreement Year.

16.04.16.5 City-Supported Events. CONTRACTOR shall provide a summary of each City-Supported event activity including the name and date of the event, the tonnage collected, diverted and disposed of by material type, and other services provided. CONTRACTOR shall also provide information regarding the logistics of the event and suggestions for improving future events.

16.04.16.6 Education and Outreach Program Activities. CONTRACTOR shall report on public education and outreach program activities undertaken during the Agreement Year, including distribution of newsletters, billing inserts, other notices, collection notification tags, community information and events, tours and other activities related to the provision of services.

16.04.16.7 Donated Services. CONTRACTOR shall provide a listing of any services beyond the scope of this Agreement that were donated to the CITY or Service Recipients.

16.04.16.8 Street Sweeping Summary. CONTRACTOR shall provide a summary of the Curb Miles swept, total tonnage disposed, recycled or composted, and the estimated amount of water used in the street sweeping vehicles.

16.04.16.9 Summary of Historical and Proposed Activities. CONTRACTOR shall provide a narrative of activities undertaken during the Agreement Year and those planned or proposed for the upcoming Agreement Year. CONTRACTOR shall provide information describing if the activity was undertaken in the previous Agreement Year or not and if not why it was added. For those

activities that are not being continued, CONTRACTOR shall describe the reason the activity has been discontinued and the activity that is replacing it.

16.05 Additional Reporting. CONTRACTOR shall furnish CITY with any additional reports as may reasonably be required, such reports to be prepared within a reasonable time following the reporting period. In addition, CONTRACTOR shall furnish to CITY any information regarding CONTRACTOR's activities under this Agreement that is needed for CITY to prepare its reports to CalRecycle.

16.06 Appearance Before CITY Council. At request of the CITY Representative, CONTRACTOR shall appear at CITY Council meetings requested for the purpose of explaining and presenting periodic service reports, annual reports and/or support of Service Recipient Rate adjustment requests.

ARTICLE 17. Nondiscrimination

17.01 Nondiscrimination. With respect to the provision of Collection Services under this Agreement, CONTRACTOR agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person. CONTRACTOR shall comply with all Applicable Laws regarding nondiscrimination, including those prohibiting discrimination in employment.

ARTICLE 18. Service Inquiries and Complaints

18.01 CONTRACTOR's Customer Service. All service inquiries and complaints shall be directed to CONTRACTOR.

18.01.1 A representative of CONTRACTOR shall be available to receive the complaints during normal business hours.

18.01.2 All service complaints will be handled by CONTRACTOR in a prompt and efficient manner. In the case of a dispute between CONTRACTOR and a Service Recipient, the matter will be reviewed and a decision made by the CITY Representative.

18.01.3 CONTRACTOR will utilize the Customer Service Log to maintain a record of all inquiries and complaints in a manner prescribed by the CITY.

18.01.3.1 For those complaints related to missed collections that are received by 1:00 p.m. on a Work Day, CONTRACTOR will return to the Service Unit address and Collect the missed materials before leaving the Service Area for the day.

18.01.3.2 For those complaints related to missed collections that are received after 1:00 p.m. on a Work Day, CONTRACTOR shall have until the end of the following Work Day to resolve the complaint.

18.01.3.3 For those complaints related to repair or replacement of Carts or Bins, the appropriate Articles of this Agreement shall apply.

18.01.3.4 Notwithstanding the above, CONTRACTOR shall not be required to return and collect missed materials if the driver coded the service address as a "no-setout", or if setout was improper and a non-collection notice was left. If a complaint of missed collection is received and the driver coded the address as a "no-setout", CONTRACTOR shall provide return service to that address once per calendar year. For the second and subsequent incidents during the calendar year, CONTRACTOR may charge the customer the rate for 'return service' set forth in **Exhibit 1.**

ARTICLE 19. Quality of Performance

19.01 Intent. CONTRACTOR acknowledges and agrees that one of CITY'S primary goals in entering into this Agreement is to ensure that the Collection Services are of the highest caliber, that Service Recipient satisfaction remains at the highest level, that maximum diversion levels are achieved, and that materials collected are put to the highest and best use to the extent feasible.

19.02 Contract Manager. CONTRACTOR shall designate a Contract Manager and shall provide the name of that person in writing to the CITY within thirty (30) days of the Effective Date and annually by January 1 of each Agreement Year and any other time the person in that position changes. The Contract Manager shall be available to the CITY through the use of telecommunications equipment at all times that CONTRACTOR is providing Collection Services in the Service Area. The Contract Manager shall provide the CITY with an emergency telephone number where the Contract Manager can be reached outside of normal business hours.

19.03 Service Supervisor. CONTRACTOR shall assign a qualified supervisor to be in charge of the Collection Services within the Service Area and shall provide the CITY with the name and contact information of the supervisor to be in charge of Collection Services within the Service Area by January 1, 2018, and by each successive January 1 during the Term.

19.03.1 The supervisor shall be physically located in the Service Area and available to the CITY Representative and Contract Manager through the use of telecommunication equipment at all times that CONTRACTOR is providing Collection Services. In the event the supervisor is unavailable due to illness or vacation, CONTRACTOR shall designate an acceptable substitute who shall be available and who has the authority to act in the same capacity as the supervisor.

19.03.2 At least ten (10) Work Days prior to replacing the designated supervisor, CONTRACTOR shall notify CITY in writing of the name and qualifications of the new service supervisor.

19.03.3 CONTRACTOR shall ensure that such replacement is an individual with like qualifications and experience. The supervisor shall be available to the CITY Representative through the use of telecommunication equipment at all times that CONTRACTOR is providing Collection Services.

19.03.4 In the event the supervisor is unavailable due to illness or vacation, CONTRACTOR shall designate an acceptable substitute who shall be available and who has the authority to act in the same capacity as the supervisor.

19.03.5 The service supervisor shall provide the CITY with an emergency telephone number where the supervisor can be reached outside of normal business hours.

19.04 Liquidated Damages. CITY and CONTRACTOR acknowledge that consistent and reliable Collection Service is of utmost importance to the CITY and that the CITY has considered and relied on CONTRACTOR'S representations as to its quality of service commitment in awarding the Agreement to CONTRACTOR.

19.04.1 CITY and CONTRACTOR recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance and if CONTRACTOR fails to achieve the performance standards, or fails to submit required documents in a timely manner, CITY, and CITY'S residents and businesses will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages.

19.04.2 Without prejudice to CITY'S right to treat such non-performance as an event of default under Article 24, CITY and CONTRACTOR agree that the liquidated damages defined in this

Article represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the Effective Date, including the relationship of the sums to the range of harm to CITY, Service Recipients and the community as a whole that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical.

19.04.3 In placing their initials at the places provided, hereto the CITY and CONTRACTOR specifically confirm the accuracy of the statements made above and the fact that CITY and CONTRACTOR has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

CITY Initial Here _____ CONTRACTOR Initial Here_____

CONTRACTOR agrees to pay (as liquidated damages and not as penalty) the following amounts:

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	LIQUIDATED DAMAGES	AMOUNT	
	Item	If Not Cured	If Cured Within 5 Work Days
1. OPERATIONS:			
a.	Failure to clean up spillage or litter caused from collection vehicles.	\$300 per incident per location.	Cannot be cured.
b.	Failure to clean up spillage around Containers where spillage or litter is caused by CONTRACTOR.	\$300 per incident per location.	Cannot be cured.
c.	Failure to collect a missed collection by close of the next Work Day.	\$100 per incident per day.	\$0
d.	Failure to maintain equipment (Cart, Bin, Roll-off Container, and other designated Containers, collection vehicle, street sweeper vehicle) in a clean, safe, and sanitary manner.	\$500 per incident per day.	\$0
e.	Failure to complete at least ninety percent (90%) of each route on the regular scheduled collection Work Day, or failure to complete at least ninety percent (90%) of each route on the regular scheduled Street Sweeping Service Work Day notwithstanding acts of God.	\$1,000 for each route not completed.	Cannot be cured.
f.	Failure to properly sweep a street (or Facility, if specified in Exhibit 4) within the CITY.	\$50 per Curb Mile (or per Facility that is not swept as specified in Exhibit 4).	Cannot be cured.
g.	Commingling in collection vehicles Recyclable Material with Garbage or Organic Waste; or Commingling in collection vehicles Organic Waste with Garbage or Recyclable Material.	\$1,000 per incident.	Cannot be cured.
h.	Commingling in collection vehicles Solid Waste collected inside and outside the CITY of Santa Rosa.	\$1,000 per incident.	Cannot be cured.
i.	Failure to comply with State and Federal vehicle weight limitations.	\$500 per incident after ten (10) occurrences per Agreement Year.	Cannot be cured.
j.	Failure to meet vehicle noise requirements.	\$250 per incident per day.	\$0
k.	Failure to repair damage to Service Recipient property caused by CONTRACTOR or its personnel.	\$500 per incident per location.	\$0

LIQUIDATED DAMAGES		AMOUNT	
	Item	If Not Cured	If Cured Within 5 Work Days
i.	Failure to repair damage to CITY property or CITY Streets directly caused by CONTRACTOR or its personnel.	\$500 per incident and the actual reasonable cost of repair to CITY's satisfaction – no cost to CITY.	\$0
m.	Failure to meet any vehicle requirements specified in this Agreement.	\$500 per incident per day.	\$0
2. CUSTOMER SERVICE:			
a.	Failure to respond to each complaint within the time set forth in this Agreement.	\$100 per incident per Service Recipient.	\$0
b.	Failure to comply with the collection hours of operation as required by this Agreement.	\$1,000 per incident per day.	\$0
c.	Failure to comply with the office hours of operation as required by this Agreement.	\$500 per incident per day.	\$0
d.	Failure to have CONTRACTOR drivers in proper uniform while operating within the CITY.	\$250 per incident per day.	\$0
e.	Failure to obtain prior approval from the CITY Representative of changes to route collection days.	\$500 per incident per day.	\$0
f.	Failure to repair or replace damaged Containers within the time required by this Agreement.	\$100 per incident per day.	\$0
g.	Failure to deliver or exchange Containers within the time required by this Agreement.	\$100 per incident per day.	\$0
3. MANAGEMENT:			
a.	Failure to maintain or submit to CITY all payments, documents and reports required under the provisions of this Agreement.	\$250 per incident per day.	\$0
b.	Failure to submit news media releases for approval by CITY, as required in Article 14.04.	\$1,000 per incident.	Cannot be cured.
c.	Failure to notify CITY of changes to Service Supervisor, Route Supervisor, or Diversion Coordinator.	\$100 per incident per day.	\$0

LIQUIDATED DAMAGES		AMOUNT	
	Item	If Not Cured	If Cured Within 5 Work Days
d.	Failure to have a qualified Service Supervisor, Route Supervisor, or Diversion Coordinator employed for more than sixty (60) days.	\$500 per incident per day.	Cannot be cured.
e.	Failure to display CONTRACTOR's name and customer service telephone number on collection vehicles and/or street sweeping vehicles.	\$500 per incident per day.	\$0
f.	Failure to notify CITY Representative of accident to personal or property damage made by CONTRACTOR within the time required by this Agreement.	\$1,000 per occurrence.	Cannot be cured.
g.	Failure to have a vehicle operator properly licensed that operates within the CITY.	\$500 per incident per day.	\$0
4. FACILITIES:			
a.	Failure to deliver Recyclable Material or Organic Waste to a legally Permitted Facility.	\$1,000 per load per day.	Cannot be cured.
b.	Disposal of Recyclable Material or Organic Waste in the Disposal Facility without first obtaining the required permission of the CITY.	\$1,000 per load.	Cannot be cured.
c.	Failure to deliver any collected materials to the Disposal Facility, Materials Recovery Facility, or Organics Processing Facility, as appropriate, except as otherwise expressly provided in this Agreement.	\$5,000 first failure \$25,000 each subsequent failure.	Cannot be cured.
d.	Failure to meet the Annual Minimum Diversion Requirement as set forth in Article 5.	The current disposal cost/ton for each ton under the diversion requirement, or \$10,000, whichever is greater.	Cannot be cured.

19.05 Procedure for Review of Liquidated Damages. CITY Representative may assess liquidated damages pursuant to this Article on a monthly basis, or as a result of a Performance Review. For liquidated damages assessed as a result of a Performance Review, assessments shall cover the time period since January 1, 2018 or since the last Performance Review was completed, whichever is later. At the end of each month during the Term, the CITY Representative shall issue a written notice to CONTRACTOR ("Notice of Assessment") of the liquidated damages assessed and the basis for each assessment.

19.05.1 The assessment shall become final unless, within ten (10) days of the date of the notice of assessment, CONTRACTOR provides a written request for a meeting with the CITY Manager and the CITY Representative to present evidence that the assessment should not be made.

19.05.2 The CITY Representative shall schedule a meeting between CONTRACTOR and the CITY Manager or the CITY Manager's designee as soon as reasonably possible after receipt of CONTRACTOR's request for same.

19.05.3 The CITY Manager or the CITY Manager's designee shall review CONTRACTOR's evidence and render a decision sustaining or reversing the liquidated damages as soon as reasonably possible after the meeting. Written notice of the decision shall be provided to CONTRACTOR.

19.05.4 In the event CONTRACTOR does not submit a written request for a meeting within ten (10) days of the date of the Notice of Assessment, the CITY Representative's determination shall be final and CONTRACTOR shall submit payment to CITY no later than that tenth (10th) day.

19.05.4.1 If liquidated damages are owed by CONTRACTOR, CITY may, with notification to CONTRACTOR, deduct the liquidated damages from amounts otherwise due to CONTRACTOR.

19.05.5 CITY'S assessment or collection of liquidated damages shall not prevent CITY from exercising any other right or remedy, including the right to terminate this Agreement, for CONTRACTOR's failure to perform the work and services in the manner set forth in this Agreement.

ARTICLE 20. Performance Review

20.01 Selection and Cost. CITY may conduct reviews of CONTRACTOR's performance ("Performance Review"). The first Performance Review will be scheduled to occur within the first two (2) years of the Agreement, for anticipated completion by December 31, 2019. The second Performance Review will be scheduled to occur at the CITY's discretion within the first five (5) years of the Agreement, for anticipated completion by December 31, 2022. Subsequent reviews may be scheduled at the CITY's discretion, with up to one (1) Performance Review occurring within each three (3) year period between 2023 and termination of the Agreement. CONTRACTOR shall be responsible for the cost of each Performance Review in an amount not exceeding Sixty Thousand Dollars (\$60,000) per Performance Review, escalated annually by the annual change in CPI. Payment is due in full prior to the start of each Performance Review.

20.02 The Performance Reviews may be performed by the CITY or its consultant. In the event the CITY intends to retain a consultant to perform the audit, it may seek and accept comments and recommendations from CONTRACTOR.

20.03 Purpose. The Performance Reviews may be designed to verify that: Service Recipient Rates have been properly calculated and that they correspond to the level of service received by the Service Recipient; Franchise Fees and other fees required under this Agreement have been properly calculated and paid to CITY; CONTRACTOR has complied with the reporting requirements and performance standards of the Collection Service Agreement; and, the diversion percentages reported by CONTRACTOR are accurate.

20.03.1 The CITY (or its designated consultant) may utilize a variety of methods in the execution of the Performance Review, including analysis of relevant documents, on-site and field observations, and interviews.

20.03.2 CITY (or its designated consultant) will review and document the items in the Agreement that require CONTRACTOR to meet specific performance standards, submit information or reports, perform additional services, or document operating procedures, that can be objectively evaluated.

20.03.3 This information will be formatted in a “compliance checklist” with supporting documentation and findings tracked for each of the identified items.

20.03.4 The Performance Review will specifically include a determination of CONTRACTOR’s compliance with the diversion requirements of Article 5, and the outreach and education requirements of Article 14.

20.03.5 CITY (or its designated consultant) may also review the customer service functions and structure utilized by CONTRACTOR. This may include CONTRACTOR’s protocol for addressing Service Recipient complaints and service interruption procedures. Complaint logs may be reviewed, along with procedures and systems for tracking and addressing complaints. On-site and field observations by CITY (or its designated consultant) may include, but are not necessarily limited to:

20.03.5.1 Interviews and discussions with CONTRACTOR’s administration and management personnel;

20.03.5.2 Interviews and discussions with CONTRACTOR’s financial and accounting personnel;

20.03.5.3 Interviews and discussions with route dispatchers, route drivers, vehicle maintenance staff, field and service supervisors, and managers;

20.03.5.4 Review and observation of CONTRACTOR’s customer service functions and structure, and vehicle maintenance practices;

20.03.5.5 Review of public education and outreach materials;

20.03.5.6 Review of on-route collection services, including observation of driver performance and collection productivity and visual inspection of residential routes before and after collection to evaluate Cart placement and cleanliness of streets;

20.03.5.7 Review of vehicle and equipment maintenance log and accident or vehicle incident records, if any.

20.04 CONTRACTOR’s Cooperation. CONTRACTOR shall cooperate fully with the Performance Review and provide all requested data, including operational data, financial data and other data reasonably requested by CITY within thirty (30) Work Days.

20.04.1 Additional Performance Reviews. In the event that the Performance Review concludes that CONTRACTOR is not in compliance with all terms and conditions of this Agreement and such non-compliance is material, CITY may conduct an additional Performance Review to ensure in the following Agreement Year that that CONTRACTOR has remedied any such area of non-compliance. CONTRACTOR shall be responsible for the cost of any such additional Performance Review, for a maximum cost of Forty Thousand Dollars (\$40,000), escalated annually by the annual change in CPI.

20.05 CITY Requested Program Review. CITY reserves the right to require CONTRACTOR to periodically conduct reviews of the SFD, MFD, and Commercial Garbage, Recyclable Material, and Organic Waste collection programs (“Program Review”).

20.05.1 Prior to the Program Review, CITY and CONTRACTOR shall meet and discuss the purpose of the Program Review and agree on the method, scope, and data to be provided by CONTRACTOR.

20.05.2 Program Reviews may assess one (1) or more of the following performance indicators: average volume of Recyclable Material per setout per Service Recipient, average volume of Organic Waste and/or Food Waste per setout per Service Recipient, participation level, contamination levels, etc.

20.06 Cooperation with Other Program Reviews. If CITY desires to collect program data, perform field work, conduct route audits to investigate Service Recipient participation levels and setout volumes and/or evaluate and monitor program results related to Garbage, Recyclable Material and Organic Waste collected in the CITY by CONTRACTOR, CONTRACTOR shall cooperate with CITY and its agent(s) as reasonably requested by CITY, provided that such cooperation can be accomplished at no additional cost to CONTRACTOR and without interfering with CONTRACTOR's operations.

ARTICLE 21. Performance Bond

21.01 Performance Bond. The Agreement must be executed and a performance bond furnished by CONTRACTOR within fifteen (15) days of City Council approval of the Agreement; otherwise, the bid bond shall be forfeited to the CITY.

21.01.1 CONTRACTOR shall furnish to the CITY, and keep current, a performance bond in a form acceptable to the CITY, for the faithful performance of this Agreement and all obligations arising hereunder in an amount of **Five Million Dollars** (\$5,000,000) during the Term.

21.01.2 The performance bond shall be executed by a surety company that is acceptable to the CITY; an admitted surety company licensed to do business in the State of California; that has an "A:VII" or better rating by A. M. Best or Standard and Poors; and is included on the list of surety companies approved by the Treasurer of the United States.

21.01.3 After January 1, 2021 and annually thereafter, CONTRACTOR may request in writing that the CITY allow the performance bond to be reduced to fifteen percent (15%) of CONTRACTOR's prior annual Gross Revenues. The CITY shall, at the sole option of the CITY, respond to the request in writing within forty-five (45) days of receipt of the written request. Nothing in this Agreement shall require that the CITY approve the request of CONTRACTOR nor shall the CITY have any obligation to provide CONTRACTOR with its reasoning for approving or denying the request.

21.02 Letter of Credit. As an alternative to the performance bond required by Article 21.01, at CITY'S option, CONTRACTOR may deposit an irrevocable letter of credit with CITY in an amount as set forth in Article 21.01.1.

21.02.1 If allowed, the letter of credit must be issued by an FDIC insured banking institution chartered to do business in the state of California, in the CITY'S name, and be callable at the discretion of the CITY. Nothing in this Article shall, in any way, obligate the CITY to accept a letter of credit in lieu of the performance bond.

ARTICLE 22. Insurance

22.01 Insurance Policies. CONTRACTOR shall secure and maintain throughout the Term, insurance against claims for injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of work or services under this Agreement. CONTRACTOR's performance of work or services shall include performance by CONTRACTOR's employees, agents, representatives and Subcontractors.

22.01.1 Minimum Scope of Insurance. Insurance coverage shall be at least this broad:

22.01.1.1 Insurance Services Office Form No. G0 0002 or, if approved by CITY, its equivalent, covering Comprehensive General Liability and Insurance Services Office Form No. GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001) or its equivalent.

22.01.1.2 Insurance Services Office Form No. CA 0001, or its equivalent, covering Automobile Liability, code 1 "any auto," or code 2 "owned autos" and endorsement CA 0025. Coverage shall also include code 8, "hired autos" and code 9 "non-owned autos". The Automobile Liability policy shall include the MCS-90 endorsement, or its equivalent.

22.01.2 Workers' Compensation Insurance as required by the California Labor Code and Employers Liability Insurance and/or Errors and Omissions.

22.01.3 Hazardous Waste and Environmental Impairment Liability Insurance.

22.01.4 Employee Blanket Fidelity Bond.

22.02 Minimum Limits of Insurance. CONTRACTOR shall maintain insurance limits no less than:

22.02.1 Comprehensive General Liability: Ten Million Dollars (\$10,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

22.02.2 Automobile Liability: Ten Million Dollars (\$10,000,000) combined single limit per accident for bodily injury and property damage.

22.02.3 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of Three Million Dollars (\$3,000,000) per accident.

22.02.4 Employee Blanket Fidelity Bond in the amount of Five Hundred Thousand Dollars (\$500,000) per employee, covering dishonesty, forgery, alteration, theft, disappearance, destruction (inside or outside).

22.02.5 Hazardous Waste and Environmental Impairment Liability in the amount of Three Million Dollars (\$3,000,000) each occurrence/Ten Million Dollars (\$10,000,000), policy aggregate covering liability arising from the release of waste materials and/or irritants, contaminants or pollutants.

22.02.5.1 Such coverage shall, if commercially available without involvement of CITY, automatically broaden in its form of coverage to include legislated changes in the definition of waste material and/or irritants, contaminants or pollutants.

22.02.5.2 This policy shall stipulate this insurance is primary and no other insurance carried by CITY will be called upon to contribute to the loss suffered by CONTRACTOR hereunder and waive subrogation against the CITY and other additional insureds.

22.03 Deductibles and Self-Insured Retention. Any deductibles or self-insured retention shall be declared to, and approved by, CITY, such approval not to be unreasonably withheld.

22.04 Endorsements. The policies are to contain, or be endorsed to contain, the following provisions:

22.04.1 The CITY, its officers, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; and

with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including material parts or equipment furnished in connection with such work or operations; Pollution and/or Asbestos Pollution.

22.04.2 Except for Workers' Compensation/Employer's Liability, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents and volunteers, and any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

22.04.3 Each insurance policy required by this clause shall be occurrence-based, or an alternative form as approved by the CITY and shall be endorsed to state that coverage shall not be cancelled by the Insurer except after thirty (30) days prior written notice has been given to the CITY.

22.04.4 CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

22.04.5 Automobile Liability policy. The policy shall be endorsed to delete the Pollution and/or the Asbestos exclusion and add the Motor Carrier act endorsement (MCS-90) TL 1005, TL 1007 (or their equivalents) and/or other endorsements required by federal or state authorities.

22.04.6 Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers for losses arising from work performed by the CONTRACTOR for the CITY.

22.04.7 All Coverages. Each insurance policy required by this clause shall be occurrence-based or an alternate form as approved by the CITY and endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

22.04.7.1 Any failure to comply with reporting provisions of the policies shall not affect CONTRACTOR's obligations to CITY, its officers, officials, employees, agents or volunteers.

22.04.7.2 The CITY, its officers, officials, agents, employees and volunteers shall be named as additional insureds on all policies, except for Workers' Compensation/Employer's Liability.

22.05 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted. If pollution and or Environmental Impairment and/or errors and omission coverage are not available from an "Admitted" insurer, the coverage may be written with the CITY's permission, by a NON-admitted insurance company. A Non-admitted company should have an A.M. Best's rating of A:X or higher.

22.06 Verification of Coverage. CONTRACTOR shall furnish CITY with original certificates and with amendatory endorsements effecting coverage required by this clause.

22.06.1 The endorsements are to be signed by a person authorized by the Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY, unless the insurer will not use the CITY's forms.

22.06.2 All endorsements are to be received and approved by the CITY before work commences. As an alternative to the CITY's forms, CONTRACTOR's insurer may provide complete

copies of all required insurance policies, including endorsements effecting coverage required by these specifications.

22.07 Subcontractors. CONTRACTOR shall include all Subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each Subcontractor.

22.07.1 Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the CITY.

Gloria Hurtado
Deputy City Manager
100 Santa Rosa Ave., Room 10
Santa Rosa, CA 95404
Phone: (707) 543-3010
Email: ghurtado@srcity.org

22.08 Modification of Insurance Requirements. The insurance requirements provided in this Agreement may be modified or waived by the CITY, in writing, upon the request of CONTRACTOR, if the CITY determines such modification or waiver is in the best interest of CITY considering all relevant factors, including exposure to CITY.

22.09 Rights of Subrogation. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

22.09.1 CONTRACTOR shall ensure that any companies issuing insurance to cover the requirements contained in this Agreement agree that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as they appear in any policy of insurance in which CITY is named as an additional insured shall not apply to CITY.

ARTICLE 23. Indemnification

23.01 Indemnification. CONTRACTOR shall defend, with counsel reasonably acceptable to CITY, indemnify and hold harmless, to the fullest extent allowed by law, CITY, its officers, officials, employees, volunteers, agents and assignees (collectively, "Indemnitees"), from and against any and all loss, liability, penalties, forfeitures, claims, demands, actions, proceedings or suits, in law or in equity, of every kind and description, (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties) (collectively, "Loss") arising or resulting from:

(i) the operation of CONTRACTOR, its agents, employees, and/or Subcontractors, in exercising the privileges granted to it by this Agreement;

(ii) the failure of CONTRACTOR, its agents, employees, and/or Subcontractors to comply in all respects with the provisions and requirements of this Agreement, applicable laws, ordinances and regulations, and/or applicable permits and licenses; and

(iii) the acts of CONTRACTOR, its agents, employees, and/or Subcontractors in performing services under this Agreement for which strict liability is imposed by law.

23.01.1 The Loss indemnifiable under the foregoing indemnity may include, but is not limited to, Loss arising out of or resulting from the following:

23.01.1.1 Personal injury (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of CONTRACTOR, CITY, or any Subcontractor, or damage to property of anyone, caused or alleged to be caused in whole or in part by any negligent act or omission of CONTRACTOR, or anyone directly or indirectly employed by CONTRACTOR, or anyone for whose acts CONTRACTOR may be liable;

23.01.1.2 Penalties threatened, sought, or imposed on or against CITY by reason of the violation by CONTRACTOR of any law, order, citation, rule, regulation, standard, ordinance, or statute;

23.01.1.3 Alleged infringement of any intellectual property rights which may be brought arising out of CONTRACTOR's work;

23.01.1.4 Claims and liens for labor performed or materials used or furnished to be used on the job by CONTRACTOR, including all incidental or consequential damages from such claims or liens;

23.01.1.5 CONTRACTOR's failure to fulfill any of the covenants set forth in the Agreement;

23.01.1.6 Failure of CONTRACTOR to comply with the provisions of the Agreement relating to insurance; and,

23.01.1.7 Any violation or infraction by CONTRACTOR of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

The indemnities set forth in this Article shall not be limited by the insurance requirements set forth in the Agreement.

CONTRACTOR's indemnification of Indemnitees will not include indemnification for Loss which arises as the result of the active negligence of Indemnitees, or the sole negligence or willful misconduct of Indemnitees, but shall include Losses caused by the joint negligence of CONTRACTOR and other persons, including Indemnitees.

23.01.2 CONTRACTOR's obligation to defend, hold harmless, and indemnify shall not be excused because of CONTRACTOR's inability to evaluate liability or because CONTRACTOR evaluates liability and determines that CONTRACTOR is not liable to the claimant. CONTRACTOR shall respond within thirty (30) days to the tender of a claim for defense and indemnity by CITY, unless this time has been extended by CITY.

23.01.3 If CONTRACTOR fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, CITY may retain so much of the money due CONTRACTOR by virtue of this Agreement as shall reasonably be considered necessary by CITY, to cover all anticipated costs of the claim until final disposition has been made on the claim or suit for damages, or until CONTRACTOR accepts or rejects the tender of defense, whichever occurs first.

23.01.4 With respect to third party claims against CONTRACTOR indemnifiable under Article 23.01, CONTRACTOR waives any and all rights of any type to express or implied indemnity against the Indemnitees.

23.02 Hazardous Substances Indemnification. CONTRACTOR shall indemnify, defend with counsel reasonably acceptable to the CITY, and hold harmless the Indemnitees from and against all claims, damages (including but not limited to special, consequential, natural resources and punitive damages), injuries, hazardous materials response, remediation and removal costs, losses, demands, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, attorneys' fees for the adverse party and expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against CITY or its officers, officials, employees, agents, assigns, or successors (collectively, "Claims") arising from or attributable to any repair, clean-up or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Waste released, threatened to be released, or spilled by CONTRACTOR under this Agreement, or disposed of by CONTRACTOR under this Agreement at any facility owned by CONTRACTOR or any of its affiliates. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(c) and California Health and Safety Code section 25364, to defend, hold harmless and indemnify the CITY from liability.

23.03 CalRecycle Diversion Goals. Notwithstanding any liquidated damages as may be assessed by CITY under Article 19 for CONTRACTOR's failure to meet its Diversion Requirements as specified in Article 5, CONTRACTOR agrees to indemnify, hold harmless, and defend CITY, with counsel selected by CONTRACTOR and reasonably acceptable to CITY, from and against all fines or penalties imposed by the California Department of Resources Recycling and Recovery ("CalRecycle") due to CITY's failure to meet the mandated diversion goals specified in California Public Resources Code section 41780 (and as may be as amended from time to time) with respect to the Garbage, Recyclable Material, and Organic Waste collected by CONTRACTOR, if and to the extent the failure to meet such goals results from the failure of CONTRACTOR to perform its obligations under this Agreement.

23.04 Consideration. It is specifically understood and agreed that the consideration inuring to CONTRACTOR for the execution of this Agreement consists of the promises, payments, covenants, rights and responsibilities contained in this Agreement.

23.05 Obligation. The execution of this Agreement by CONTRACTOR shall obligate CONTRACTOR to comply with the foregoing indemnification provisions; however, the collateral obligation of providing insurance shall also be fully complied with as set forth in Article 22 above.

23.06 Damage by CONTRACTOR. If CONTRACTOR's employees or Subcontractors cause any damage or loss to CITY property, including but not limited to CITY Streets, curbs, and public right-of-way other than as a result of ordinary wear and tear, then CONTRACTOR shall repair such property to the reasonable satisfaction of CITY, at CONTRACTOR's sole cost and expense.

23.06.1 If CONTRACTOR fails to do so within a reasonable period after CITY notifies CONTRACTOR of the damage or loss, then CITY may affect the repair, and CONTRACTOR shall reimburse the CITY for the cost of repairing such damage or loss. Such reimbursement is not in derogation of any right of CITY to be indemnified by CONTRACTOR for any such damage or loss.

ARTICLE 24. Default

24.01 Termination. CITY may terminate this Agreement by giving CONTRACTOR thirty (30) days advance written notice upon the happening of any one of the following events. The termination right in this Article is in addition to the termination rights provided for elsewhere in this Agreement.

24.01.1 CONTRACTOR takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy

(court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

24.01.2 By order or decree of a Court, CONTRACTOR is adjudged bankrupt or an order has been made approving a petition filed by any of its creditors or by any of the stockholders of CONTRACTOR, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, and such judgment or order is not stayed or vacated within sixty (60) days after the entry thereof; or

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

24.01.4 CONTRACTOR defaults, by failing or refusing to pay in a timely manner the liquidated damages or other monies due CITY and said default is not cured within thirty (30) days of receipt of written notice by CITY to do so; or

24.01.5 CONTRACTOR defaults, by failing or refusing to perform or observe its obligations under this Agreement, and said default is not remedied within thirty (30) days of receipt of written notice by CITY to do so.

24.01.5.1 If by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by CONTRACTOR of written demand from CITY to do so, then the cure period shall be extended for such additional period as is reasonably required to cure the default, provided that CONTRACTOR commences the remedy of such default within said thirty (30) days following such written notice, and having so commenced thereafter continues with diligence the curing thereof.

24.01.5.2 In any dispute concerning failure to commence remedying a default or diligence in pursuing a cure, CONTRACTOR shall have the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30) days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time.

24.02 Temporary Possession of CONTRACTOR's Equipment. Notwithstanding anything contained herein to the contrary, if CONTRACTOR fails to provide Collection Services for a period of three (3) consecutive Work Days, on the fourth (4th) Work Day CITY may take possession of CONTRACTOR'S equipment, Service Recipient accounts and service records, and other property used in providing Collection Services under this Agreement in order to provide interim Collection Services until such time as CONTRACTOR is again able to perform Collection Services pursuant to this Agreement.

24.02.1 If CONTRACTOR is unable for any reason or cause to resume performance of Collection Services at the end of thirty (30) consecutive days of nonperformance of Collection Services, then this Agreement may be terminated by CITY upon written notice to CONTRACTOR, and CITY may retain possession of such equipment, records and other property used in providing Collection Services on an interim basis until CITY has made other suitable arrangements for the provision of Collection Services, which may include award of an agreement to another contractor.

24.02.2 Notwithstanding any other provision in this Agreement to the contrary, CITY's right to take interim possession of, or make use of, any of CONTRACTOR's equipment, including, without limitation, vehicles, Carts, Bins and containers, shall not allow CITY to assign ownership of

such vehicles, Carts, Bins and containers to another contractor, and CITY acknowledges that CONTRACTOR's lender has a security interest in such equipment. In addition, notwithstanding any other provision of this Agreement to the contrary, CITY's right to take possession of such equipment, records and other property shall be limited to one hundred eighty (180) days after the effective date of termination of this Agreement. After such time, such assets shall be returned to CONTRACTOR or, if CITY and CONTRACTOR mutually agree, CITY shall pay a reasonable monthly rent to CONTRACTOR for CITY's use of the equipment.

24.02.3 In the event that this Agreement is terminated, CONTRACTOR shall furnish CITY with immediate access to all of its business records related to its Service Recipient and billing accounts for Collection Services.

24.03 Violations. Notwithstanding the foregoing and as supplemental and additional basis for termination of this Agreement under this Article, in the event that CONTRACTOR'S record of performance shows that CONTRACTOR has frequently, regularly or repetitively defaulted in providing Collection Services, and, after written default notices from the CITY, has not timely cured such defaults within the applicable cure periods set forth in Article 24.01.5, CITY in its sole discretion may determine that CONTRACTOR is a "habitual violator", in which case CONTRACTOR shall be deemed to have waived the right to any further notice or grace period to correct any subsequent default.

24.03.1 CITY shall thereupon issue CONTRACTOR a final warning citing the circumstances for such determination, and any single default by CONTRACTOR of whatever nature, subsequent to CONTRACTOR's receipt of such warning, shall be grounds for immediate termination of the Agreement.

24.03.2 In the event of any such subsequent default, CITY may terminate this Agreement upon giving of final written notice to CONTRACTOR, such termination to be effective upon the date specified in CITY written notice to CONTRACTOR, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date, and CONTRACTOR shall have no further rights hereunder.

24.03.3 Immediately upon the specified date in such final notice CONTRACTOR shall proceed to cease any further performance under this Agreement.

24.04 Termination Date. In the event of the aforesaid events specified above, and except as otherwise provided in said subsections, termination shall be effective upon the date specified in CITY's written notice to CONTRACTOR and upon said date this Agreement shall be deemed immediately terminated, and CITY shall have the right to call the performance bond and shall be free to negotiate with other contractors for the operation of the herein specified services.

24.05 Immediate Termination. CITY may terminate this Agreement immediately upon written notice to CONTRACTOR in the event CONTRACTOR fails to provide and maintain the performance bond as required by this Agreement, or if CONTRACTOR fails to obtain or maintain insurance policies endorsements as required by this Agreement, or if CONTRACTOR offers or gives any gift to any elected official, appointed officer or employee of CITY, or any relative or spouse of such elected official, appointed officer or employee.

24.05.1 For purposes of this Article, "gift" shall be defined as a reportable gift as set forth in California Government Code Section 82028 and the regulations of the Fair Political Practices Commission at California Code of Regulations, title 2, sections 18940 et seq. as may be amended from time to time.

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

24.07 Force Majeure. Notwithstanding any other provision of this Agreement to the contrary, CITY and CONTRACTOR shall be excused from performing their obligations hereunder in the event they are prevented from so performing by reason of any acts of God, such as landslides, lightning, fires, storms, floods, pestilence, freezing, and earthquakes; explosions, power outages, sabotage, civil disturbances, acts of a public enemy, wars, blockades, riots, or other industrial disturbances, eminent domain, condemnation or other taking, or other events of a similar nature, not caused or maintained by such party, which event is not reasonably within the control of the party claiming the excuse from its obligations due to such event, to the extent such event has a significant and material adverse effect on the ability of the party to perform its obligations thereunder.

24.07.1 Force Majeure shall include fuel shortages, strikes, work stoppage or slowdown, sickout, lockout, picketing or other concerted job action conducted by CONTRACTOR's employees or directed at CONTRACTOR or any of its Subcontractors, but only for a maximum of seven (7) consecutive calendar days. The eighth (8th) and subsequent days of any such event shall not be deemed Force Majeure.

24.07.2 Force Majeure shall include any change in federal, state or local law ("Change in Law") to the extent such Change in Law prohibits a party's performance hereunder. Notwithstanding the foregoing:

24.07.2.1 (i) No failure of performance by any Subcontractor of CONTRACTOR shall be a Force Majeure unless such failure was itself caused by a Force Majeure;

24.07.2.2 (ii) Except as provided herein, no event which merely increases CONTRACTOR'S cost of performance shall be a Force Majeure; and

24.07.2.3 (iii) No event, the effects of which could have been prevented by reasonable precautions, including compliance with agreements and Applicable Laws, shall be a Force Majeure.

24.08 Agreement Modifications and Changes in Law. In the event of a Change in Law, Service Recipient Rates shall be adjusted to cover CONTRACTOR's reasonable increased costs (or decreased revenues) resulting from the Change in Law. CONTRACTOR shall bear the burden of justifying any such adjustment, and shall be deemed to have satisfied its burden upon providing substantial evidence (a) that a Change in Law has occurred or will occur, (b) that such Change in Law has caused or will cause CONTRACTOR to incur increased costs (or decreased revenues), and (c) that the amount of such increased costs (or decreased revenues) is reasonable. CONTRACTOR shall provide CITY with documentation supporting the nature and amount of the increased costs (or decreased revenues), and shall provide such additional information as CITY may reasonably request in order to evaluate CONTRACTOR's application. Rate adjustments under this section and under Section 24.09 (City-Directed Changes) shall be established in such a manner as to generate sufficient additional revenue to CONTRACTOR to cover CONTRACTOR's reasonable increased costs (or decreased revenues) resulting from the Change in Law or City-directed change, regardless of when incurred. CONTRACTOR's reasonable increased costs shall include a profit margin calculated by applying a 90% operating ratio on all non-pass-through costs. If CITY engages a consultant to assist in the review of CONTRACTOR's application, CONTRACTOR shall reimburse CITY for that cost, provided that that cost is also included in the rate adjustment as a pass-through. CITY shall use its best efforts to review and process rate adjustment requests within 90 days of CONTRACTOR's initial submittal. Unless otherwise agreed by the parties, rate adjustments under this section shall occur on the January 1 following such 90-day period. CONTRACTOR shall not apply for a Change in Law adjustment unless the application seeks total additional revenue of at least \$50,000. CONTRACTOR may aggregate multiple Changes in Law to meet this threshold.

24.09 CITY-Directed Changes. The CITY may direct CONTRACTOR to perform additional services (including new diversion programs, additional public education activities, etc.), to eliminate programs, or modify the manner in which it performs existing services.

24.09.1 Changes in the minimum diversion requirement set forth in Article 5 of this Agreement, direction of SFD, MFD, Commercial or CITY Waste to a Disposal Facility other than that originally selected by the CITY, direction of Recyclable Material or Organics to a processing facility other than that selected by CONTRACTOR, pilot programs and innovative services, which may entail new Collection methods, targeted routing, different kinds of services, different types of collection vehicles, and/or new requirements for Service Recipients are included among the kinds of changes which CITY may direct.

24.09.2 CONTRACTOR shall be entitled to an adjustment in its rates for providing such additional or modified services, but not for the preparation of its proposal to perform such services. Such adjustment shall be sufficient to cover CONTRACTOR's reasonable increased costs of providing such additional or modified services, with such costs being passed through or subject to an operating ratio in accordance with the Detailed Rate Review methodology set forth in **Exhibit 3**.

24.10 Service Proposal. Within thirty (30) days of receipt of a request for a service change from the CITY, CONTRACTOR shall submit a proposal to provide such service. At a minimum, the proposal shall contain a complete description of the following:

24.10.1 Methodology to be employed (equipment, manpower, etc.);

24.10.2 Equipment to be utilized (vehicle number, types, capacity, age, etc.);

24.10.3 Labor requirements (number of employees by classification);

24.10.4 Type of Carts or Bins to be utilized;

24.10.5 Provision for program publicity, education, and marketing; and

24.10.6 Three (3) year projection of the financial results of the program's operations in an operating statement format, including documentation of the key assumptions underlying the projections and the support for those assumptions, giving full effect to the savings or costs to existing services.

24.11 CONTRACTOR acknowledges and agrees that CITY may enter into agreements with other contractors to provide additional services not included in this Agreement if CONTRACTOR and the CITY cannot agree on terms and conditions, including rate adjustments, of such services in one hundred twenty (120) days from the date when CITY first requests a proposal from CONTRACTOR to perform such services.

24.12 Monitoring and Evaluation. If the CITY requests, CONTRACTOR shall meet with the CITY to describe the progress of each new program and other service issues.

24.12.1 If applicable, CONTRACTOR shall document the results of the new programs on a monthly basis, including at a minimum the tonnage diverted by material type, the end use or processor of the diverted materials and the cost per ton for transporting and processing each type of material and other such information requested by CONTRACTOR and/or CITY necessary to evaluate the performance of each program.

24.12.2 At each meeting, CITY and CONTRACTOR shall have the opportunity to discuss revisions to the program. CITY shall have the right to terminate the new program if, in its sole discretion, CONTRACTOR is not cost effectively achieving the program's goals and objectives.

24.12.2.1 Prior to such termination, CITY shall meet and confer with CONTRACTOR for a period of up to ninety (90) days to resolve CITY'S concerns.

24.12.2.2 Thereafter, the CITY may utilize a third party to perform these services if the CITY reasonably believes the third party can improve on CONTRACTOR's performance and/or cost. Notwithstanding these changes, CONTRACTOR shall continue the program during the ninety (90) day period and, thereafter, until the third party takes over the program.

ARTICLE 25. Legal Representation

25.01 Acknowledgement. Each party acknowledges that it was represented by counsel in the preparation of this Agreement and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract or agreement shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

ARTICLE 26. Financial Interest

26.01 Representation. CONTRACTOR warrants and represents that no elected official, officer, agent or employee of CITY has a financial interest, directly or indirectly, in this Agreement the compensation to be paid under it and, further, that no CITY employee who acts in the CITY as a "purchasing agent" nor any elected or appointed officer of the CITY, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of CONTRACTOR and, further, that no such CITY employee, purchasing agent, CITY elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in CONTRACTOR. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of CONTRACTOR.

ARTICLE 27. CONTRACTOR's Personnel

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

27.01.1 CITY may request the transfer of any employee of CONTRACTOR who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his or her duties.

27.01.2 CONTRACTOR's field operations personnel shall be required to wear clean uniforms bearing CONTRACTOR's name or work clothing suitable for public contact as determined by the CITY.

27.01.2.1 CONTRACTOR's employees, who normally come into direct contact with the public, including drivers, shall bear some means of individual photographic identification such as a name tag or identification card.

27.01.3 All drivers shall be licensed, certified and endorsed as required by the State of California to operate the equipment required herein, and shall abide by all Applicable Laws while operating vehicles within the CITY.

27.01.3.1 All drivers, including drivers of a collection vehicle and street sweeper operators, shall at all times carry a valid California driver's license and all other required licenses for the type of vehicle that is being operated.

27.01.4 Each driver of a collection vehicle shall at all times comply with all Applicable Laws and requirements.

27.01.5 Sweeper operators shall receive appropriate training in safety, equipment operation and in recognizing illicit discharges and storm water pollution prevention regulations.

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

27.01.7 CONTRACTOR'S name and the Customer Service telephone number shall be properly displayed on all collection vehicles.

27.01.8 CONTRACTOR shall maintain a reserve of staffing to meet all existing requirements of this Agreement.

ARTICLE 28. Exempt Waste

28.01 CONTRACTOR shall not be required to collect or dispose of Exempt Waste, but may offer such services. All such collection and disposal of Exempt Waste is not regulated under this Agreement, but if provided by CONTRACTOR shall be in strict compliance with all Applicable Laws.

ARTICLE 29. Independent Contractor

29.01 In the performance of services pursuant to this Agreement, CONTRACTOR shall be an independent contractor and not an officer, agent, servant or employee of CITY. CONTRACTOR shall have exclusive control of the details of the services and work performed and over all persons performing such services and work. CONTRACTOR shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and Subcontractors, if any.

29.01.1 Neither CONTRACTOR nor its officers, employees, agents, contractors or Subcontractors shall obtain any right to retirement benefits, workers' compensation benefits, or any other benefits which accrue to CITY employees and CONTRACTOR expressly waives any claim it may have or acquire to such benefits.

ARTICLE 30. Laws to Govern

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

ARTICLE 31. Consent to Jurisdiction

31.01 The parties agree that any litigation between CITY and CONTRACTOR concerning or arising out of this Agreement shall be filed and maintained exclusively in the Superior Court of Sonoma County, State of California, or in the United States District Court for the Northern District of California to the fullest extent permissible by law. Each party consents to service of process in any manner authorized by California law.

ARTICLE 32. Assignment

32.01 No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by CONTRACTOR without the express written consent of the CITY.

32.01.1 The CITY shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by CONTRACTOR.

32.01.2 Any assignment of this Agreement made by CONTRACTOR without the express written consent of the CITY shall be null and void and shall be grounds for the CITY to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to CONTRACTOR, and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon such termination all liability of the CITY under this Agreement to CONTRACTOR shall cease, and the CITY shall have the right to call the performance bond and shall be free to negotiate with other contractors, CONTRACTOR, or any other person or company for the services which are the subject of this Agreement. In the event of any assignment, the assignee shall fully assume all the liabilities of CONTRACTOR.

32.01.3 In the event that the CITY agrees to an assignment of this Agreement to a qualified service provider, CONTRACTOR shall make payment to the CITY in an amount to be determined by the CITY for the right to any such assignment and to reimburse the CITY's costs of reviewing the assignment, such amount not to exceed Five Hundred Thousand Dollars (\$500,000).

32.01.3.1 Payment will be made within thirty (30) days of CITY'S consent to assignment, and if full payment is not made then any such assignment shall be null and void.

32.02 The use of a Subcontractor to perform services under this Agreement shall not constitute delegation of CONTRACTOR's duties, provided that CONTRACTOR has received prior written authorization from the CITY Representative to subcontract such services and the CITY Representative has approved the Subcontractor who will perform such services.

32.02.1 CONTRACTOR shall be responsible for directing the work of CONTRACTOR's Subcontractors and any compensation due or payable to CONTRACTOR's Subcontractor shall be the sole responsibility of CONTRACTOR.

32.02.2 The CITY Representative shall have the right to require the removal of any approved Subcontractor for reasonable cause. The Subcontractors listed in **Exhibit 6** to this Agreement are hereby approved by the CITY.

32.03 For purposes of this Article when used in reference to CONTRACTOR, "assignment" includes, but is not limited to, any of the following:

32.03.1 (i) a sale, exchange or other transfer of at least fifty-one percent (51%) of CONTRACTOR'S assets dedicated to service under this Agreement to a third party;

32.03.2 (ii) a sale, exchange or other transfer of outstanding common stock of CONTRACTOR to a third party, provided the sale, exchange or transfer results in a change of control of CONTRACTOR (with control being defined as ownership of more than forty-five percent (45%) of CONTRACTOR's voting securities);

32.03.3 (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, subcontracting or lease-back payments, or other transaction which results in a change of control of CONTRACTOR;

32.03.4 (iv) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of CONTRACTOR'S property, or transfer occurring in the event of a probate proceeding; and

32.03.5 (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of control of CONTRACTOR.

32.04 CONTRACTOR acknowledges that this Agreement involves rendering a vital service to CITY'S residents and businesses, and that CITY has selected CONTRACTOR to perform the services specified herein based on:

32.04.1 (i) CONTRACTOR's experience, skill and reputation for conducting its Solid Waste management operations in a safe, effective and responsible fashion, at all times in keeping with applicable environmental laws, regulations and best Solid Waste management practices, and

32.04.2 (ii) CONTRACTOR'S financial resources to maintain the required equipment and to support its indemnity obligations to CITY under this Agreement. CITY has relied on all of these factors, among others, in choosing CONTRACTOR to perform the services to be rendered by CONTRACTOR under this Agreement.

ARTICLE 33. Compliance with Laws

33.01 In the performance of this Agreement, CONTRACTOR shall comply with all Applicable Laws, including without limitation the Municipal Code of the City of Santa Rosa.

33.02 CITY shall provide written notice to CONTRACTOR of any planned amendment to the CITY Code that would substantially affect the performance of CONTRACTOR's services pursuant to this Agreement. Such notice shall be provided at least thirty (30) days prior to the CITY Council's adoption of such an amendment.

ARTICLE 34. Permits and Licenses

34.01 CONTRACTOR shall obtain, at its own expense, all permits and licenses required by Applicable Law and maintain the same in full force and effect throughout the Term.

34.01.1 CONTRACTOR shall provide proof of such permits, licenses or approvals and shall demonstrate compliance with the terms and conditions of such permits, licenses and approvals upon the request of the CITY Representative.

ARTICLE 35. Ownership of Written Materials

35.01 All reports, documents, brochures, public education materials, and other written, printed, electronic and photographic materials developed by CITY or CONTRACTOR in connection with the services to be performed under this Agreement, whether developed directly or indirectly by CITY or CONTRACTOR shall be and shall remain the property of CITY without limitation or restrictions on the use of such materials by CITY.

35.01.1 CONTRACTOR shall not use such materials in connection with any project not connected with this Agreement without the prior written consent of the CITY Representative. This Article does not apply to ideas or concepts described in such materials and does not apply to the format of such materials.

ARTICLE 36. Waiver

36.01 Waiver by CITY or CONTRACTOR of any breach for violation of any term covenant or condition of this Agreement shall not be deemed to be a waiver of any other term, covenant or

condition or any subsequent breach or violation of the same or of any other term, covenant or condition.

36.01.1 The subsequent acceptance by CITY of any fee, tax, or any other monies which may become due from CONTRACTOR to CITY shall not be deemed to be a waiver by CITY of any breach for violation of any term, covenant or condition of this Agreement.

ARTICLE 37. Prohibition Against Gifts

37.01 CONTRACTOR represents that CONTRACTOR is familiar with CITY'S prohibition against the acceptance of any gift by a CITY officer or designated employee. CONTRACTOR shall not offer any CITY officer or designated employee any gifts prohibited by CITY.

ARTICLE 38. Point of Contact

38.01 The day-to-day dealings between CONTRACTOR and the CITY shall be between CONTRACTOR and the CITY Representative.

ARTICLE 39. Conflict of Interest

39.01 CONTRACTOR shall comply with CITY requirements for disclosure of potential Conflicts of Interest as required by the California Fair Political Practices Commission and such other applicable State or local laws or regulations, and will file all required disclosure statements in a timely manner and as required by law or regulation.

ARTICLE 40. Notices

40.01 Except as provided herein, whenever either CONTRACTOR or CITY desires to give notice to the other, it shall be given by written notice addressed to CONTRACTOR or CITY, for whom it is intended, at the place last specified and to the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

As to the CITY:

**Gloria Hurtado
Deputy City Manager
100 Santa Rosa Ave., Room 10
Santa Rosa, CA 95404
Phone: (707) 453-3010
Email: ghurtado@srcity.org**

As to CONTRACTOR:

**Recology Santa Rosa
Attn: Legal Department
c/o Recology Inc.
50 California Street, 24th Floor
San Francisco, CA 94111**

40.02 Notices shall be effective when received at the mailing address or by email as specified above. Changes in the respective addresses to which such notice is to be directed may be made by written notice. Correspondence received after 4:30 p.m. or on weekends or holidays, will be

deemed received on the next day that the CITY is open for business. The original of items that are transmitted by facsimile equipment shall also be mailed as required herein.

40.03 Notice by CITY to CONTRACTOR of a collection or other Service Recipient problem or complaint may be given to CONTRACTOR orally by telephone at CONTRACTOR's local office with confirmation sent as required above by the end of the Work Day.

ARTICLE 41. Transition to Next Contractor

41.01 In the event CONTRACTOR is not awarded an Agreement to continue to provide Collection Services following the expiration or early termination of this Agreement, CONTRACTOR shall cooperate fully with CITY and any subsequent contractors to assure a smooth transition of services described in this Agreement.

41.01.1 Such cooperation shall include but not be limited to transfer of computer data, files and tapes; providing routing information, route maps, vehicle fleet information, and list of Service Recipients; providing a complete inventory of all Carts and Bins; providing adequate labor and equipment to complete performance of all Collection Services required under this Agreement; taking all actions necessary to transfer ownership of Carts and Bins, as appropriate, to CITY; including transporting such Containers to a location designated by the CITY Representative; coordinating collection of materials set out in new Containers if new Containers are provided for a subsequent Agreement and providing other reports and data required by this Agreement.

ARTICLE 42. Contractor's Records

42.01 CONTRACTOR shall maintain any and all letters, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to charges for services or expenditures and disbursements charged to Service Recipients for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment of Service Recipients to CONTRACTOR pursuant to this Agreement.

42.02 CONTRACTOR shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or expiration of this Agreement.

42.03 Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the CITY Representative, the CITY Attorney, CITY Auditor, CITY Manager, or a designated representative of any of these officers.

42.04 Copies of such documents shall be provided to CITY for inspection at the CITY offices when it is practical to do so. Otherwise, unless an alternative site is mutually agreed upon, the records shall be available at CONTRACTOR's address indicated for receipt of notices in this Agreement.

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

ARTICLE 43. Entire Agreement

43.01 This Agreement and the Exhibits attached hereto constitute the entire Agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

ARTICLE 44. Severability

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

ARTICLE 45. Right to Require Performance

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

ARTICLE 46. All Prior Agreements Superseded

46.01 This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, contracts and understandings applicable to the matters contained in this Agreement and the parties hereto agree that there are no commitments, Agreements, contracts or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations, Agreements or contracts, whether oral or written.

ARTICLE 47. Headings

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

ARTICLE 48. Exhibits

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

ARTICLE 49. Representations and Warranties of Contractor

CONTRACTOR, by acceptance of this Agreement, represents and warrants the conditions presented in this Article.

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

49.02 Corporate Authorization. CONTRACTOR has the authority to enter this Agreement and perform its obligations under this Agreement. The Board of Directors of CONTRACTOR (or the shareholders, if necessary) has taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement.

49.02.1 The person signing this Agreement on behalf of CONTRACTOR represents and warrants that they have the authority to do so and the Corporate Secretary's Certificate confirms this (from RFP Cost Form L-1).

49.02.2 This Agreement constitutes the legal, valid, and binding obligation of CONTRACTOR.

49.03 Agreement Will Not Cause Breach. To the best of CONTRACTOR's knowledge after responsible investigation, the execution or delivery of this Agreement or the performance by CONTRACTOR of its obligations hereunder does not conflict with, violate, or result in a breach:

49.03.1 (i) of any law or governmental regulation applicable to CONTRACTOR; or

49.03.2 (ii) any term or condition of any judgment, order, decree, of any court, administrative agency or other governmental authority, or any Agreement or instrument to which CONTRACTOR is a party or by which CONTRACTOR or any of its properties or assets are bound, or constitutes a default thereunder.

49.04 No Litigation. To the best of CONTRACTOR's knowledge after responsible investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, pending or threatened against CONTRACTOR wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate would:

49.04.1 Materially adversely affect the performance by CONTRACTOR of its obligations hereunder;

49.04.2 Adversely affect the validity or enforceability of this Agreement; or

49.04.3 Have a material adverse effect on the financial conditions of CONTRACTOR, or any surety or entity guaranteeing CONTRACTOR's performance under this Agreement.

49.05 No Adverse Judicial Decisions. To the best of CONTRACTOR's knowledge after responsible investigation, there is no judicial decision that would prohibit this Agreement or subject this Agreement to legal challenge.

49.06 No Legal Prohibition. To the best of CONTRACTOR's knowledge after reasonable investigation, there is no Applicable Law in effect on the date CONTRACTOR signed this Agreement that would prohibit CONTRACTOR's performance of its obligations under this Agreement and the transactions contemplated hereby.

49.07 CONTRACTOR Statements. CONTRACTOR'S proposal and other supplemental information submitted to the CITY, which the CITY has relied on in awarding and entering this Agreement, do not:

49.07.1 (i) contain any untrue statement of material fact, or

49.07.2 (ii) omit to state a material fact that is necessary in order to make the statements made, in light of the circumstances in which they were made, not misleading.

49.08 CONTRACTOR's Investigation. CONTRACTOR has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed hereunder.

49.08.1 CONTRACTOR has taken such matters into consideration in entering this Agreement to provide services in exchange for the compensation provided for under the terms of this Agreement.

49.09 Ability to Perform. CONTRACTOR possesses the business, professional, and technical expertise to collect, transport, and process the Garbage, Recyclable Material, Organic Waste, and Large Items generated in the CITY, and to provide Street Sweeping Services.

49.09.1 CONTRACTOR possesses the ability to secure equipment, facilities, and employee resources required to perform its obligations under this Agreement.

49.10 Recognizing Labor Rights. CONTRACTOR recognizes, and agrees to continue to recognize, the right of its employees to peacefully organize and to file a valid petition seeking a lawful election conducted by the National Labor Relations Board. Such secret ballot election would determine if a majority of the subject employees want a labor organization to be their exclusive representative in collective bargaining with CONTRACTOR.

49.10.1 CONTRACTOR agrees to engage in good faith negotiations with any current and duly elected labor organization of the subject employees, and to meet at reasonable times to discuss wages, hours and other terms and conditions of employment. CONTRACTOR also represents that during negotiations with such duly elected labor organization, if necessary, it would support the use of a federal mediator and a reasonable cooling off period, if requested in writing by either party.

ARTICLE 50. Effective Date

This Agreement shall become effective on the date it is made. CONTRACTOR shall begin Collection Services and all other services under this Agreement on January 1, 2018.

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City of Santa Rosa Solid Waste Collection Services Agreement

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement on the day and year first written above.

CITY OF SANTA ROSA

**RECOLOGY SONOMA MARIN,
D/B/A RECOLOGY SANTA ROSA**

Chris Coursey
Mayor

Michael J. Sangiacomo
President & CEO

Resolution No. - _____
Approved by City Council

Approved as to Form:

City Attorney

Attest:

City Clerk

Exhibit 1				
City of Santa Rosa, CA				
SERVICE RECIPIENT RATES EFFECTIVE JANUARY 1, 2018 – DECEMBER 31, 2018				
SFD Garbage, Recyclable Material and Organic Waste Rates				
	Facility Name		Rate	
	Disposal/Transfer Facility	<u>Sonoma County Landfill/Transfer System</u>	<u>\$134.36</u>	
	Per Ton Processed Organic Waste (Yard Trimmings & Food Waste)	<u>Sonoma County Waste Management Agency Designation</u>	<u>\$76.53</u>	
	Per Ton Processing	<u>Timber Cove Recycling, Inc./Recology Facility</u>	<u>\$105.00</u>	
	Per Ton Sale of Recyclable Material	<u>N/A</u>	<u>(\$86.00)</u>	
A. SFD CART COLLECTION SERVICE (WEEKLY GARBAGE, RECYCLABLE MATERIAL AND ORGANIC WASTE COLLECTION)				
Monthly Service Recipient Rate – CURBSIDE Collection	20 Gal	32 Gal	64 Gal	96 Gal
Collection Element	<u>\$5.91</u>	<u>\$6.18</u>	<u>\$11.74</u>	<u>\$21.42</u>
Disposal Element	<u>\$4.34</u>	<u>\$7.07</u>	<u>\$13.60</u>	<u>\$24.27</u>
Organic Waste Processing Element	<u>\$8.58</u>	<u>\$8.58</u>	<u>\$8.58</u>	<u>\$8.58</u>
Recyclable Material Processing/Expense Element	<u>\$7.91</u>	<u>\$7.91</u>	<u>\$7.91</u>	<u>\$7.91</u>
Recyclable Material Revenue Element	<u>(\$6.48)</u>	<u>(\$6.48)</u>	<u>(\$6.48)</u>	<u>(\$6.48)</u>
Franchise Fee Element (14% of Total Rate)	<u>\$3.30</u>	<u>\$3.79</u>	<u>\$5.76</u>	<u>\$9.07</u>
Total Curbside Service Recipient Rate	<u>\$23.56</u>	<u>\$27.05</u>	<u>\$41.11</u>	<u>\$64.77</u>

<p>Exhibit 1</p> <p>City of Santa Rosa, CA</p> <p>SERVICE RECIPIENT RATES EFFECTIVE JANUARY 1, 2018 – DECEMBER 31, 2018</p> <p>SFD Garbage, Recyclable Material and Organic Waste Rates</p>				
Monthly Service Recipient Rate – ON-PREMISE (additional service - request)	20 Gal	32 Gal	64 Gal	96 Gal
Collection Element	<u>\$26.19</u>	<u>\$26.46</u>	<u>\$32.03</u>	<u>\$41.70</u>
Disposal Element	<u>\$4.34</u>	<u>\$7.07</u>	<u>\$13.60</u>	<u>\$24.27</u>
Organic Waste Processing Element	<u>\$8.58</u>	<u>\$8.58</u>	<u>\$8.58</u>	<u>\$8.58</u>
Recyclable Material Processing/Sales Element	<u>\$7.91</u>	<u>\$7.91</u>	<u>\$7.91</u>	<u>\$7.91</u>
Recyclable Material Revenue Element	<u>(\$6.48)</u>	<u>(\$6.48)</u>	<u>(\$6.48)</u>	<u>(\$6.48)</u>
Franchise Fee Element (14% of Total Rate)	<u>\$6.60</u>	<u>\$7.09</u>	<u>\$9.06</u>	<u>\$12.37</u>
Total Curbside Service Recipient Rate	<u>\$47.14</u>	<u>\$50.63</u>	<u>\$64.70</u>	<u>\$88.35</u>
B. SFD ADDITIONAL SERVICES – AT SERVICE RECIPIENT REQUEST (including 14% Franchise Fee)				
Curbside or On-Premise Collection	20 Gal	32 Gal	64 Gal	96 Gal
Additional Curbside Garbage Cart (each cart)	<u>\$16.00</u>	<u>\$16.00</u>	<u>\$30.07</u>	<u>\$45.10</u>
Additional On-Premises Garbage Cart (each cart)	<u>\$25.63</u>	<u>\$25.63</u>	<u>\$39.70</u>	<u>\$54.73</u>
Additional On-Premises Recycling Cart (each cart)	<u>\$18.66</u>	<u>\$18.66</u>	<u>\$26.28</u>	<u>\$30.74</u>
Additional Curbside Organics Cart (each cart)	<u>\$12.74</u>	<u>\$12.74</u>	<u>\$23.58</u>	<u>\$35.35</u>
Additional On-Premises Organics Cart (each cart)	<u>\$22.37</u>	<u>\$22.37</u>	<u>\$33.21</u>	<u>\$44.98</u>
Additional Cart Exchange or Replacement (each additional cart/occurrence)	<u>\$27.44 / occurrence</u>			
Additional Large Item collection, beyond two (2) included pick-ups per year	<u>\$103.62</u>	<u>/each add. collection</u>		
Excess Large Item collection, beyond three (3) cubic yards per collection	<u>\$31.43</u>	<u>/ CY</u>		

Exhibit 1 City of Santa Rosa, CA SERVICE RECIPIENT RATES EFFECTIVE JANUARY 1, 2018 – DECEMBER 31, 2018						
A. MFD Garbage Collection						
				Facility Name		Rate
Disposal/Residual Cost Per Ton				Sonoma County Landfill/Transfer System		<u>\$134.36</u>
Container Size	Collection Frequency					
32 Gallon Cart	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$25.82</u>	<u>\$51.64</u>	<u>\$77.46</u>	<u>\$103.28</u>	<u>\$129.10</u>	<u>\$154.92</u>
Disposal Element	<u>\$9.99</u>	<u>\$19.98</u>	<u>\$29.97</u>	<u>\$39.96</u>	<u>\$49.95</u>	<u>\$59.94</u>
Franchise Fee Element	<u>\$5.83</u>	<u>\$11.66</u>	<u>\$17.49</u>	<u>\$23.32</u>	<u>\$29.15</u>	<u>\$34.98</u>
Total Rate	<u>\$41.64</u>	<u>\$83.28</u>	<u>\$124.92</u>	<u>\$166.56</u>	<u>\$208.20</u>	<u>\$249.84</u>
64 Gallon Cart	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$51.64</u>	<u>\$103.28</u>	<u>\$154.92</u>	<u>\$206.56</u>	<u>\$258.20</u>	<u>\$309.84</u>
Disposal Element	<u>\$19.99</u>	<u>\$39.98</u>	<u>\$59.97</u>	<u>\$79.96</u>	<u>\$99.95</u>	<u>\$119.94</u>
Franchise Fee Element	<u>\$11.66</u>	<u>\$23.32</u>	<u>\$34.98</u>	<u>\$46.64</u>	<u>\$58.30</u>	<u>\$69.96</u>
Total Rate	<u>\$83.29</u>	<u>\$166.58</u>	<u>\$249.87</u>	<u>\$333.16</u>	<u>\$416.45</u>	<u>\$499.74</u>
96 Gallon Cart	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$77.58</u>	<u>\$155.16</u>	<u>\$232.74</u>	<u>\$310.32</u>	<u>\$387.90</u>	<u>\$465.48</u>
Disposal Element	<u>\$29.98</u>	<u>\$59.96</u>	<u>\$89.94</u>	<u>\$119.92</u>	<u>\$149.90</u>	<u>\$179.88</u>
Franchise Fee Element	<u>\$17.51</u>	<u>\$35.02</u>	<u>\$52.53</u>	<u>\$70.04</u>	<u>\$87.55</u>	<u>\$105.06</u>
Total Rate	<u>\$125.07</u>	<u>\$250.14</u>	<u>\$375.21</u>	<u>\$500.28</u>	<u>\$625.35</u>	<u>\$750.42</u>

Exhibit 1 City of Santa Rosa, CA SERVICE RECIPIENT RATES EFFECTIVE JANUARY 1, 2018 – DECEMBER 31, 2018						
A. MFD Garbage Collection						
				Facility Name	Rate	
Disposal/Residual Cost Per Ton				Sonoma County Landfill/Transfer System	<u>\$134.36</u>	
Container Size	Collection Frequency					
1 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$160.74</u>	<u>\$214.70</u>	<u>\$271.93</u>	<u>\$338.95</u>	<u>\$480.03</u>	<u>\$565.11</u>
Disposal Element	<u>\$69.96</u>	<u>\$139.92</u>	<u>\$209.88</u>	<u>\$279.84</u>	<u>\$349.80</u>	<u>\$419.76</u>
Franchise Fee Element	<u>\$37.56</u>	<u>\$57.73</u>	<u>\$78.43</u>	<u>\$100.73</u>	<u>\$135.09</u>	<u>\$160.33</u>
Total Rate	<u>\$268.26</u>	<u>\$412.35</u>	<u>\$560.24</u>	<u>\$719.52</u>	<u>\$964.92</u>	<u>\$1,145.20</u>
1.5 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$192.02</u>	<u>\$284.63</u>	<u>\$372.49</u>	<u>\$475.51</u>	<u>\$579.66</u>	<u>\$682.90</u>
Disposal Element	<u>\$104.93</u>	<u>\$209.86</u>	<u>\$314.79</u>	<u>\$419.72</u>	<u>\$524.65</u>	<u>\$629.58</u>
Franchise Fee Element	<u>\$48.34</u>	<u>\$80.50</u>	<u>\$111.88</u>	<u>\$145.74</u>	<u>\$179.77</u>	<u>\$213.66</u>
Total Rate	<u>\$345.29</u>	<u>\$574.99</u>	<u>\$799.16</u>	<u>\$1,040.97</u>	<u>\$1,284.08</u>	<u>\$1,526.14</u>
2 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$223.33</u>	<u>\$354.52</u>	<u>\$473.03</u>	<u>\$612.00</u>	<u>\$679.19</u>	<u>\$800.61</u>
Disposal Element	<u>\$139.91</u>	<u>\$279.82</u>	<u>\$419.73</u>	<u>\$559.64</u>	<u>\$699.55</u>	<u>\$839.46</u>
Franchise Fee Element	<u>\$59.13</u>	<u>\$103.26</u>	<u>\$145.33</u>	<u>\$190.73</u>	<u>\$224.45</u>	<u>\$266.99</u>
Total Rate	<u>\$422.37</u>	<u>\$737.60</u>	<u>\$1,038.09</u>	<u>\$1,362.37</u>	<u>\$1,603.19</u>	<u>\$1,907.06</u>

Exhibit 1 City of Santa Rosa, CA SERVICE RECIPIENT RATES EFFECTIVE JANUARY 1, 2018 – DECEMBER 31, 2018						
A. MFD Garbage Collection						
				Facility Name	Rate	
Disposal/Residual Cost Per Ton				Sonoma County Landfill/Transfer System	<u>\$134.36</u>	
Container Size	Collection Frequency					
3 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$237.01</u>	<u>\$408.64</u>	<u>\$476.92</u>	<u>\$597.98</u>	<u>\$724.98</u>	<u>\$856.10</u>
Disposal Element	<u>\$209.87</u>	<u>\$419.74</u>	<u>\$629.61</u>	<u>\$839.48</u>	<u>\$1,049.35</u>	<u>\$1,259.22</u>
Franchise Fee Element	<u>\$72.75</u>	<u>\$134.85</u>	<u>\$180.13</u>	<u>\$234.01</u>	<u>\$288.84</u>	<u>\$344.35</u>
Total Rate	<u>\$519.63</u>	<u>\$963.23</u>	<u>\$1,286.66</u>	<u>\$1,671.47</u>	<u>\$2,063.17</u>	<u>\$2,459.67</u>
4 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$280.74</u>	<u>\$467.33</u>	<u>\$482.30</u>	<u>\$522.83</u>	<u>\$699.24</u>	<u>\$760.96</u>
Disposal Element	<u>\$279.83</u>	<u>\$559.66</u>	<u>\$839.49</u>	<u>\$1,119.32</u>	<u>\$1,399.15</u>	<u>\$1,678.98</u>
Franchise Fee Element	<u>\$91.26</u>	<u>\$167.18</u>	<u>\$215.18</u>	<u>\$267.33</u>	<u>\$341.60</u>	<u>\$397.20</u>
Total Rate	<u>\$651.83</u>	<u>\$1,194.17</u>	<u>\$1,536.97</u>	<u>\$1,909.48</u>	<u>\$2,439.99</u>	<u>\$2,837.14</u>
6 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$343.37</u>	<u>\$469.84</u>	<u>\$718.05</u>	<u>\$699.86</u>	<u>\$1,151.17</u>	<u>\$1,514.38</u>
Disposal Element	<u>\$419.74</u>	<u>\$839.48</u>	<u>\$1,259.22</u>	<u>\$1,678.96</u>	<u>\$2,098.70</u>	<u>\$2,518.44</u>
Franchise Fee Element	<u>\$124.23</u>	<u>\$213.15</u>	<u>\$321.88</u>	<u>\$387.25</u>	<u>\$529.05</u>	<u>\$656.51</u>
Total Rate	<u>\$887.34</u>	<u>\$1,522.47</u>	<u>\$2,299.15</u>	<u>\$2,766.07</u>	<u>\$3,778.92</u>	<u>\$4,689.33</u>

Exhibit 1 City of Santa Rosa, CA SERVICE RECIPIENT RATES EFFECTIVE JANUARY 1, 2018 – DECEMBER 31, 2018						
A. MFD Garbage Collection						
				Facility Name		Rate
Disposal/Residual Cost Per Ton				Sonoma County Landfill/Transfer System		<u>\$134.36</u>
Container Size	Collection Frequency					
10 CY Roll-off	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$520.01</u>	<u>\$1,040.02</u>	<u>\$1,560.03</u>	<u>\$2,080.04</u>	<u>\$2,600.05</u>	<u>\$3,120.06</u>
20 CY Roll-off	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$520.01</u>	<u>\$1,040.02</u>	<u>\$1,560.03</u>	<u>\$2,080.04</u>	<u>\$2,600.05</u>	<u>\$3,120.06</u>
30 CY Roll-off	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$520.01</u>	<u>\$1,040.02</u>	<u>\$1,560.03</u>	<u>\$2,080.04</u>	<u>\$2,600.05</u>	<u>\$3,120.06</u>
40 CY Roll-off	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$633.64</u>	<u>\$1,267.28</u>	<u>\$1,900.92</u>	<u>\$2,534.55</u>	<u>\$3,168.19</u>	<u>\$3,801.83</u>
Compactor	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$621.61</u>	<u>\$1,076.34</u>	<u>\$1,614.51</u>	<u>\$2,152.68</u>	<u>\$2,690.85</u>	<u>\$3,229.01</u>
All 10, 20, 30, 40 CY boxes and compactors are pull rates only; total cost will be based on actual disposal and/or organic waste processing costs. The Service Recipient rate will be the total cost for the collection, processing and disposal and franchise fee						

Exhibit 1 City of Santa Rosa, CA SERVICE RECIPIENT RATES EFFECTIVE JANUARY 1, 2018 – DECEMBER 31, 2018						
B. MFD Organic Waste Collection Food Waste						
				Facility Name		Rate
Per Ton Processed Organic Waste (Yard Trimmings & Food Waste)				West Contra Costa Republic		\$134.36
Per Ton Processed Organic Waste (Green/Wood Waste)				SCWMA Designation		\$76.53
Container Size	Collection Frequency					
32 Gallon Cart	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	\$25.82	\$51.64	\$77.46	\$103.28	\$129.10	\$154.92
Organic Waste Processing Element	\$7.54	\$15.08	\$22.62	\$30.16	\$37.70	\$45.24
Franchise Fee Element	\$5.43	\$10.86	\$16.29	\$21.72	\$27.15	\$32.58
Total Rate	\$38.79	\$77.58	\$116.37	\$155.16	\$193.95	\$232.74
64 Gallon Cart	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	\$51.64	\$103.28	\$154.92	\$206.56	\$258.20	\$309.84
Organic Waste Processing Element	\$15.09	\$30.18	\$45.27	\$60.36	\$75.45	\$90.54
Franchise Fee Element	\$10.86	\$21.73	\$32.59	\$43.45	\$54.32	\$65.18
Total Rate	\$77.59	\$155.19	\$232.78	\$310.37	\$387.97	\$465.56

Exhibit 1 City of Santa Rosa, CA SERVICE RECIPIENT RATES EFFECTIVE JANUARY 1, 2018 – DECEMBER 31, 2018						
B. MFD Organic Waste Collection Food Waste						
			Facility Name		Rate	
Per Ton Processed Organic Waste (Yard Trimmings & Food Waste)			<u>West Contra Costa Republic</u>		<u>\$134.36</u>	
Per Ton Processed Organic Waste (Green/Wood Waste)			<u>SCWMA Designation</u>		<u>\$76.53</u>	
Container Size	Collection Frequency					
96 Gallon Cart	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$77.58</u>	<u>\$155.16</u>	<u>\$232.74</u>	<u>\$310.32</u>	<u>\$387.90</u>	<u>\$465.48</u>
Organic Waste Processing Element	<u>\$22.63</u>	<u>\$45.26</u>	<u>\$67.89</u>	<u>\$90.52</u>	<u>\$113.15</u>	<u>\$135.78</u>
Franchise Fee Element	<u>\$16.31</u>	<u>\$32.63</u>	<u>\$48.94</u>	<u>\$65.25</u>	<u>\$81.57</u>	<u>\$97.88</u>
Total Rate	\$116.52	\$233.05	\$349.57	\$466.09	\$582.62	\$699.14
1 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$160.74</u>	<u>\$214.70</u>	<u>\$271.93</u>	<u>\$338.95</u>	<u>\$480.03</u>	<u>\$565.11</u>
Organic Waste Processing Element	<u>\$52.81</u>	<u>\$105.62</u>	<u>\$158.43</u>	<u>\$211.24</u>	<u>\$264.05</u>	<u>\$316.86</u>
Franchise Fee Element	<u>\$34.76</u>	<u>\$52.15</u>	<u>\$70.06</u>	<u>\$89.57</u>	<u>\$121.13</u>	<u>\$143.58</u>
Total Rate	\$248.31	\$372.47	\$500.42	\$639.76	\$865.21	\$1,025.55
1.5 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$192.02</u>	<u>\$284.63</u>	<u>\$372.49</u>	<u>\$475.51</u>	<u>\$579.66</u>	<u>\$682.90</u>
Organic Waste Processing Element	<u>\$79.21</u>	<u>\$158.42</u>	<u>\$237.63</u>	<u>\$316.84</u>	<u>\$396.05</u>	<u>\$475.26</u>
Franchise Fee Element	<u>\$44.15</u>	<u>\$72.12</u>	<u>\$99.32</u>	<u>\$128.99</u>	<u>\$158.84</u>	<u>\$188.54</u>

Exhibit 1 City of Santa Rosa, CA SERVICE RECIPIENT RATES EFFECTIVE JANUARY 1, 2018 – DECEMBER 31, 2018						
B. MFD Organic Waste Collection Food Waste						
				Facility Name		Rate
Per Ton Processed Organic Waste (Yard Trimmings & Food Waste)				West Contra Costa Republic		\$134.36
Per Ton Processed Organic Waste (Green/Wood Waste)				SCWMA Designation		\$76.53
Container Size	Collection Frequency					
Total Rate	\$315.38	\$515.17	\$709.44	\$921.34	\$1,134.55	\$1,346.70
2 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	\$223.33	\$354.52	\$473.03	\$612.00	\$679.19	\$800.61
Organic Waste Processing Element	\$105.62	\$211.24	\$316.86	\$422.48	\$528.10	\$633.72
Franchise Fee Element	\$53.55	\$92.10	\$128.59	\$168.40	\$196.54	\$233.50
Total Rate	\$382.50	\$657.86	\$918.48	\$1,202.88	\$1,403.83	\$1,667.83
3 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	\$237.01	\$408.64	\$476.92	\$597.98	\$724.98	\$856.10
Organic Waste Processing Element	\$158.43	\$316.86	\$475.29	\$633.72	\$792.15	\$950.58
Franchise Fee Element	\$64.37	\$118.10	\$155.01	\$200.51	\$246.97	\$294.11
Total Rate	\$459.81	\$843.60	\$1,107.22	\$1,432.21	\$1,764.10	\$2,100.79
4 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	\$280.74	\$467.33	\$482.30	\$522.83	\$699.24	\$760.96
Organic Waste Processing Element	\$211.24	\$422.48	\$633.72	\$844.96	\$1,056.20	\$1,267.44

Exhibit 1 City of Santa Rosa, CA SERVICE RECIPIENT RATES EFFECTIVE JANUARY 1, 2018 – DECEMBER 31, 2018						
B. MFD Organic Waste Collection Food Waste						
				Facility Name		Rate
Per Ton Processed Organic Waste (Yard Trimmings & Food Waste)				West Contra Costa Republic		\$134.36
Per Ton Processed Organic Waste (Green/Wood Waste)				SCWMA Designation		\$76.53
Container Size	Collection Frequency					
Franchise Fee Element	\$80.09	\$144.85	\$181.68	\$222.66	\$285.77	\$330.20
Total Rate	\$572.07	\$1,034.66	\$1,297.70	\$1,590.45	\$2,041.21	\$2,358.60
6 CY Bin (Not Accepted)	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Organic Waste Processing Element	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Franchise Fee Element	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10 CY Roll-off (Not Accepted)	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20 CY Roll-off (Not Accepted)	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30 CY Roll-off (Not Accepted)	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week

Exhibit 1 City of Santa Rosa, CA SERVICE RECIPIENT RATES EFFECTIVE JANUARY 1, 2018 – DECEMBER 31, 2018						
B. MFD Organic Waste Collection Food Waste						
				Facility Name		Rate
Per Ton Processed Organic Waste (Yard Trimmings & Food Waste)				West Contra Costa Republic		\$134.36
Per Ton Processed Organic Waste (Green/Wood Waste)				SCWMA Designation		\$76.53
Container Size		Collection Frequency				
Collection Element	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
40 CY Roll-off (Not Accepted)	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Compactor (Not Accepted)	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
All 10, 20, 30, 40 CY boxes and compactors are pull rates only; total cost will be based on actual disposal and/or organic waste processing costs. The Service Recipient rate will be the total cost for the collection, processing and disposal and franchise fee						

Exhibit 1 City of Santa Rosa, CA SERVICE RECIPIENT RATES EFFECTIVE JANUARY 1, 2018 – DECEMBER 31, 2018						
B. MFD Organic Waste Collection Green Waste						
				Facility Name	Rate	
Per Ton Processed Organic Waste (Yard Trimmings & Food Waste)				<u>West Contra Costa Republic</u>	<u>\$134.36</u>	
Per Ton Processed Organic Waste (Green/Wood Waste)				<u>SCWMA Designation</u>	<u>\$76.53</u>	
Container Size	Collection Frequency					
32 Gallon Cart	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$25.82</u>	<u>\$51.64</u>	<u>\$77.46</u>	<u>\$103.28</u>	<u>\$129.10</u>	<u>\$154.92</u>
Organic Waste Processing Element	<u>\$8.58</u>	<u>\$17.16</u>	<u>\$25.74</u>	<u>\$34.32</u>	<u>\$42.90</u>	<u>\$51.48</u>
Franchise Fee Element	<u>\$5.60</u>	<u>\$11.20</u>	<u>\$16.80</u>	<u>\$22.40</u>	<u>\$28.00</u>	<u>\$33.60</u>
Total Rate	\$40.00	\$80.00	\$120.00	\$160.00	\$200.00	\$240.00
64 Gallon Cart	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$51.64</u>	<u>\$103.28</u>	<u>\$154.92</u>	<u>\$206.56</u>	<u>\$258.20</u>	<u>\$309.84</u>
Organic Waste Processing Element	<u>\$8.58</u>	<u>\$17.16</u>	<u>\$25.74</u>	<u>\$34.32</u>	<u>\$42.90</u>	<u>\$51.48</u>
Franchise Fee Element	<u>\$9.80</u>	<u>\$19.61</u>	<u>\$29.41</u>	<u>\$39.21</u>	<u>\$49.02</u>	<u>\$58.82</u>
Total Rate	\$70.02	\$140.05	\$210.07	\$280.09	\$350.12	\$420.14
96 Gallon Cart	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$77.58</u>	<u>\$155.16</u>	<u>\$232.74</u>	<u>\$310.32</u>	<u>\$387.90</u>	<u>\$465.48</u>
Organic Waste Processing Element	<u>\$8.58</u>	<u>\$17.16</u>	<u>\$25.74</u>	<u>\$34.32</u>	<u>\$42.90</u>	<u>\$51.48</u>
Franchise Fee Element	<u>\$14.03</u>	<u>\$28.05</u>	<u>\$42.08</u>	<u>\$56.10</u>	<u>\$70.13</u>	<u>\$84.16</u>

Exhibit 1 City of Santa Rosa, CA SERVICE RECIPIENT RATES EFFECTIVE JANUARY 1, 2018 – DECEMBER 31, 2018						
B. MFD Organic Waste Collection Green Waste						
				Facility Name		Rate
Per Ton Processed Organic Waste (Yard Trimmings & Food Waste)				<u>West Contra Costa Republic</u>		<u>\$134.36</u>
Per Ton Processed Organic Waste (Green/Wood Waste)				<u>SCWMA Designation</u>		<u>\$76.53</u>
Container Size		Collection Frequency				
Total Rate	\$100.19	\$200.37	\$300.56	\$400.74	\$500.93	\$601.12
1 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$160.74</u>	<u>\$214.70</u>	<u>\$271.93</u>	<u>\$338.95</u>	<u>\$480.03</u>	<u>\$565.11</u>
Organic Waste Processing Element	<u>\$56.23</u>	<u>\$112.46</u>	<u>\$168.69</u>	<u>\$224.92</u>	<u>\$281.15</u>	<u>\$337.38</u>
Franchise Fee Element	<u>\$35.32</u>	<u>\$53.26</u>	<u>\$71.73</u>	<u>\$91.79</u>	<u>\$123.91</u>	<u>\$146.92</u>
Total Rate	\$252.29	\$380.42	\$512.35	\$655.66	\$885.09	\$1,049.41
1.5 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$192.02</u>	<u>\$284.63</u>	<u>\$372.49</u>	<u>\$475.51</u>	<u>\$579.66</u>	<u>\$682.90</u>
Organic Waste Processing Element	<u>\$84.35</u>	<u>\$168.70</u>	<u>\$253.05</u>	<u>\$337.40</u>	<u>\$421.75</u>	<u>\$506.10</u>
Franchise Fee Element	<u>\$44.99</u>	<u>\$73.80</u>	<u>\$101.83</u>	<u>\$132.33</u>	<u>\$163.02</u>	<u>\$193.56</u>
Total Rate	\$321.36	\$527.13	\$727.37	\$945.24	\$1,164.43	\$1,382.56
2 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$223.33</u>	<u>\$354.52</u>	<u>\$473.03</u>	<u>\$612.00</u>	<u>\$679.19</u>	<u>\$800.61</u>
Organic Waste Processing Element	<u>\$112.46</u>	<u>\$224.92</u>	<u>\$337.38</u>	<u>\$449.84</u>	<u>\$562.30</u>	<u>\$674.76</u>

Exhibit 1 City of Santa Rosa, CA SERVICE RECIPIENT RATES EFFECTIVE JANUARY 1, 2018 – DECEMBER 31, 2018						
B. MFD Organic Waste Collection Green Waste						
			Facility Name		Rate	
Per Ton Processed Organic Waste (Yard Trimmings & Food Waste)			West Contra Costa Republic		\$134.36	
Per Ton Processed Organic Waste (Green/Wood Waste)			SCWMA Designation		\$76.53	
Container Size	Collection Frequency					
Franchise Fee Element	\$54.66	\$94.33	\$131.93	\$172.86	\$202.10	\$240.18
Total Rate	\$390.45	\$673.77	\$942.34	\$1,234.70	\$1,443.59	\$1,715.55
3 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	\$237.01	\$408.64	\$476.92	\$597.98	\$724.98	\$856.10
Organic Waste Processing Element	\$168.69	\$337.38	\$506.07	\$674.76	\$843.45	\$1,012.14
Franchise Fee Element	\$66.04	\$121.45	\$160.02	\$207.19	\$255.33	\$304.13
Total Rate	\$471.74	\$867.47	\$1,143.01	\$1,479.93	\$1,823.76	\$2,172.37
4 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	\$280.74	\$467.33	\$482.30	\$522.83	\$699.24	\$760.96
Organic Waste Processing Element	\$224.93	\$449.86	\$674.79	\$899.72	\$1,124.65	\$1,349.58
Franchise Fee Element	\$82.32	\$149.31	\$188.36	\$231.58	\$296.91	\$343.58
Total Rate	\$587.99	\$1,066.50	\$1,345.45	\$1,654.13	\$2,120.80	\$2,454.12
6 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	\$343.37	\$469.84	\$718.05	\$699.86	\$1,151.17	\$1,514.38

Exhibit 1 City of Santa Rosa, CA SERVICE RECIPIENT RATES EFFECTIVE JANUARY 1, 2018 – DECEMBER 31, 2018						
B. MFD Organic Waste Collection Green Waste						
			Facility Name		Rate	
Per Ton Processed Organic Waste (Yard Trimmings & Food Waste)			West Contra Costa Republic		\$134.36	
Per Ton Processed Organic Waste (Green/Wood Waste)			SCWMA Designation		\$76.53	
Container Size	Collection Frequency					
Organic Waste Processing Element	\$337.39	\$674.78	\$1,012.17	\$1,349.56	\$1,686.95	\$2,024.34
Franchise Fee Element	\$110.82	\$186.33	\$281.66	\$333.63	\$462.02	\$576.07
Total Rate	\$791.58	\$1,330.95	\$2,011.88	\$2,383.05	\$3,300.14	\$4,114.79
10 CY Roll-off	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element (Per Week)	\$520.01	\$1,040.02	\$1,560.03	\$2,080.04	\$2,600.05	\$3,120.06
20 CY Roll-off	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element (Per Week)	\$520.01	\$1,040.02	\$1,560.03	\$2,080.04	\$2,600.05	\$3,120.06
30 CY Roll-off	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element (Per Week)	\$520.01	\$1,040.02	\$1,560.03	\$2,080.04	\$2,600.05	\$3,120.06
40 CY Roll-off	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element (Per Week)	\$633.64	\$1,267.28	\$1,900.92	\$2,534.56	\$3,168.20	\$3,801.84
Compactor	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element (Per Week)	\$621.61	\$1,243.22	\$1,864.83	\$2,486.44	\$3,108.05	\$3,729.66

Exhibit 1 City of Santa Rosa, CA SERVICE RECIPIENT RATES EFFECTIVE JANUARY 1, 2018 – DECEMBER 31, 2018		
B. MFD Organic Waste Collection Green Waste		
	Facility Name	Rate
Per Ton Processed Organic Waste (Yard Trimmings & Food Waste)	<u>West Contra Costa Republic</u>	<u>\$134.36</u>
Per Ton Processed Organic Waste (Green/Wood Waste)	<u>SCWMA Designation</u>	<u>\$76.53</u>
Container Size	Collection Frequency	
All 10, 20, 30, 40 CY boxes and compactors are pull rates only; total cost will be based on actual disposal and/or organic waste processing costs. The Service Recipient rate will be the total cost for the collection, processing and disposal and franchise fee		

Exhibit 1 City of Santa Rosa, CA SERVICE RECIPIENT RATES EFFECTIVE JANUARY 1, 2018 – DECEMBER 31, 2018					
C. MFD ADDITIONAL SERVICES – AT SERVICE RECIPIENT REQUEST (including 14% Franchise Fee)					
Push Rates	0-10 feet	11-49 feet	50-75 feet	76-100 feet	101+ feet
	<u>No Charge</u>	<u>\$27.56</u>	<u>\$55.10</u>	<u>\$82.66</u>	<u>\$112.31</u>
Additional Cart Exchange or Replacement (each additional cart/occurrence)				<u>\$67.92</u>	<u>/ occurrence</u>
Additional Bin Exchange or Replacement (each additional cart/occurrence)				<u>\$125.24</u>	<u>/ occurrence</u>
Cart Contamination Charge				<u>\$32.33</u>	<u>/ occurrence</u>
Bin Contamination Charge				<u>\$96.98</u>	<u>/ occurrence</u>
Locking Bin or Cart				<u>\$10.00</u>	<u>/ lock/month</u>
Service Call Back				<u>\$17.43</u>	<u>/ occurrence/container</u>
Overflow Bin				<u>\$95.26</u>	<u>/ occurrence/container</u>
Excess Large Item collection, beyond 0.5 cubic yards per MFD Service Unit				<u>\$27.03</u>	<u>/ CY</u>
Additional Large Item collection, beyond two (2) included pick-ups per year				<u>\$89.10</u>	<u>/each add. collection</u>

Exhibit 1 City of Santa Rosa, CA SERVICE RECIPIENT RATES EFFECTIVE JANUARY 1, 2018 – DECEMBER 31, 2018						
A. Commercial Garbage Collection						
				Facility Name	Rate	
Disposal/Residual Cost Per Ton				Sonoma County Landfill/Transfer System	<u>\$134.36</u>	
Container Size	Collection Frequency					
32 Gallon Cart	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$25.82</u>	<u>\$51.64</u>	<u>\$77.46</u>	<u>\$103.28</u>	<u>\$129.10</u>	<u>\$154.92</u>
Disposal Element	<u>\$9.99</u>	<u>\$19.98</u>	<u>\$29.97</u>	<u>\$39.96</u>	<u>\$49.95</u>	<u>\$59.94</u>
Franchise Fee Element	<u>\$5.83</u>	<u>\$11.66</u>	<u>\$17.49</u>	<u>\$23.32</u>	<u>\$29.15</u>	<u>\$34.98</u>
Total Rate	\$41.64	\$83.28	\$124.92	\$166.56	\$208.20	\$249.84
64 Gallon Cart	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$51.64</u>	<u>\$103.28</u>	<u>\$154.92</u>	<u>\$206.56</u>	<u>\$258.20</u>	<u>\$309.84</u>
Disposal Element	<u>\$19.99</u>	<u>\$39.98</u>	<u>\$59.97</u>	<u>\$79.96</u>	<u>\$99.95</u>	<u>\$119.94</u>
Franchise Fee Element	<u>\$11.66</u>	<u>\$23.32</u>	<u>\$34.98</u>	<u>\$46.64</u>	<u>\$58.30</u>	<u>\$69.96</u>
Total Rate	\$83.29	\$166.58	\$249.87	\$333.16	\$416.45	\$499.74
96 Gallon Cart	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$77.58</u>	<u>\$155.16</u>	<u>\$232.74</u>	<u>\$310.32</u>	<u>\$387.90</u>	<u>\$465.48</u>
Disposal Element	<u>\$29.98</u>	<u>\$59.96</u>	<u>\$89.94</u>	<u>\$119.92</u>	<u>\$149.90</u>	<u>\$179.88</u>
Franchise Fee Element	<u>\$17.51</u>	<u>\$35.02</u>	<u>\$52.53</u>	<u>\$70.04</u>	<u>\$87.55</u>	<u>\$105.06</u>
Total Rate	\$125.07	\$250.14	\$375.21	\$500.28	\$625.35	\$750.42

Exhibit 1 City of Santa Rosa, CA SERVICE RECIPIENT RATES EFFECTIVE JANUARY 1, 2018 – DECEMBER 31, 2018						
A. Commercial Garbage Collection						
				Facility Name	Rate	
Disposal/Residual Cost Per Ton				Sonoma County Landfill/Transfer System	<u>\$134.36</u>	
Container Size	Collection Frequency					
1 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$160.74</u>	<u>\$214.70</u>	<u>\$271.93</u>	<u>\$338.95</u>	<u>\$480.03</u>	<u>\$565.11</u>
Disposal Element	<u>\$69.96</u>	<u>\$139.92</u>	<u>\$209.88</u>	<u>\$279.84</u>	<u>\$349.80</u>	<u>\$419.76</u>
Franchise Fee Element	<u>\$37.56</u>	<u>\$57.73</u>	<u>\$78.43</u>	<u>\$100.73</u>	<u>\$135.09</u>	<u>\$160.33</u>
Total Rate	\$268.26	\$412.35	\$560.24	\$719.52	\$964.92	\$1,145.20
1.5 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$192.02</u>	<u>\$284.63</u>	<u>\$372.49</u>	<u>\$475.51</u>	<u>\$579.66</u>	<u>\$682.90</u>
Disposal Element	<u>\$104.93</u>	<u>\$209.86</u>	<u>\$314.79</u>	<u>\$419.72</u>	<u>\$524.65</u>	<u>\$629.58</u>
Franchise Fee Element	<u>\$48.34</u>	<u>\$80.50</u>	<u>\$111.88</u>	<u>\$145.74</u>	<u>\$179.77</u>	<u>\$213.66</u>
Total Rate	\$345.29	\$574.99	\$799.16	\$1,040.97	\$1,284.08	\$1,526.14
2 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$223.33</u>	<u>\$354.52</u>	<u>\$473.03</u>	<u>\$612.00</u>	<u>\$679.19</u>	<u>\$800.61</u>
Disposal Element	<u>\$139.91</u>	<u>\$279.82</u>	<u>\$419.73</u>	<u>\$559.64</u>	<u>\$699.55</u>	<u>\$839.46</u>
Franchise Fee Element	<u>\$59.13</u>	<u>\$103.26</u>	<u>\$145.33</u>	<u>\$190.73</u>	<u>\$224.45</u>	<u>\$266.99</u>
Total Rate	\$422.37	\$737.60	\$1,038.09	\$1,362.37	\$1,603.19	\$1,907.06

Exhibit 1 City of Santa Rosa, CA SERVICE RECIPIENT RATES EFFECTIVE JANUARY 1, 2018 – DECEMBER 31, 2018						
A. Commercial Garbage Collection						
				Facility Name	Rate	
Disposal/Residual Cost Per Ton				Sonoma County Landfill/Transfer System	<u>\$134.36</u>	
Container Size	Collection Frequency					
3 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$237.01</u>	<u>\$408.64</u>	<u>\$476.92</u>	<u>\$597.98</u>	<u>\$724.98</u>	<u>\$856.10</u>
Disposal Element	<u>\$209.87</u>	<u>\$419.74</u>	<u>\$629.61</u>	<u>\$839.48</u>	<u>\$1,049.35</u>	<u>\$1,259.22</u>
Franchise Fee Element	<u>\$72.75</u>	<u>\$134.85</u>	<u>\$180.13</u>	<u>\$234.01</u>	<u>\$288.84</u>	<u>\$344.35</u>
Total Rate	\$519.63	\$963.23	\$1,286.66	\$1,671.47	\$2,063.17	\$2,459.67
4 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$280.74</u>	<u>\$467.33</u>	<u>\$482.30</u>	<u>\$522.83</u>	<u>\$699.24</u>	<u>\$760.96</u>
Disposal Element	<u>\$279.83</u>	<u>\$559.66</u>	<u>\$839.49</u>	<u>\$1,119.32</u>	<u>\$1,399.15</u>	<u>\$1,678.98</u>
Franchise Fee Element	<u>\$91.26</u>	<u>\$167.18</u>	<u>\$215.18</u>	<u>\$267.33</u>	<u>\$341.60</u>	<u>\$397.20</u>
Total Rate	\$651.83	\$1,194.17	\$1,536.97	\$1,909.48	\$2,439.99	\$2,837.14
6 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$343.37</u>	<u>\$469.84</u>	<u>\$718.05</u>	<u>\$699.86</u>	<u>\$1,151.17</u>	<u>\$1,514.38</u>
Disposal Element	<u>\$419.74</u>	<u>\$839.48</u>	<u>\$1,259.22</u>	<u>\$1,678.96</u>	<u>\$2,098.70</u>	<u>\$2,518.44</u>
Franchise Fee Element	<u>\$124.23</u>	<u>\$213.15</u>	<u>\$321.88</u>	<u>\$387.25</u>	<u>\$529.05</u>	<u>\$656.51</u>
Total Rate	\$887.34	\$1,522.47	\$2,299.15	\$2,766.07	\$3,778.92	\$4,689.33

Exhibit 1 City of Santa Rosa, CA SERVICE RECIPIENT RATES EFFECTIVE JANUARY 1, 2018 – DECEMBER 31, 2018						
A. Commercial Garbage Collection						
				Facility Name		Rate
Disposal/Residual Cost Per Ton				Sonoma County Landfill/Transfer System		<u>\$134.36</u>
Container Size	Collection Frequency					
10 CY Roll-off	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element (Per Week)	<u>\$520.01</u>	<u>\$1,040.02</u>	<u>\$1,560.03</u>	<u>\$2,080.04</u>	<u>\$2,600.05</u>	<u>\$3,120.06</u>
20 CY Roll-off	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element (Per Week)	<u>\$520.01</u>	<u>\$1,040.02</u>	<u>\$1,560.03</u>	<u>\$2,080.04</u>	<u>\$2,600.05</u>	<u>\$3,120.06</u>
30 CY Roll-off	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element (Per Week)	<u>\$520.01</u>	<u>\$1,040.02</u>	<u>\$1,560.03</u>	<u>\$2,080.04</u>	<u>\$2,600.05</u>	<u>\$3,120.06</u>
40 CY Roll-off	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element (Per Week)	<u>\$633.64</u>	<u>\$1,267.28</u>	<u>\$1,900.92</u>	<u>\$2,534.55</u>	<u>\$3,168.19</u>	<u>\$3,801.83</u>
Compactor	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element (Per Week)	<u>\$621.61</u>	<u>\$1,076.34</u>	<u>\$1,614.51</u>	<u>\$2,152.68</u>	<u>\$2,690.85</u>	<u>\$3,229.01</u>
All 10, 20, 30, 40 CY boxes and compactors are pull rates only; total cost will be based on actual disposal and/or organic waste processing costs. The Service Recipient rate will be the total cost for the collection, processing and disposal and franchise fee						

Exhibit 1 City of Santa Rosa, CA SERVICE RECIPIENT RATES EFFECTIVE JANUARY 1, 2018 – DECEMBER 31, 2018						
B. Commercial Organic Waste Collection Food Waste						
				Facility Name	Rate	
Per Ton Processed Organic Waste (Green/Wood Waste)				SCWMA Designation	\$76.53	
Per Ton Processed Organic Waste (Yard Trimmings & Food Waste)				West Contra Costa Republic	\$134.36	
Container Size	Collection Frequency					
32 Gallon Cart	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$25.82</u>	<u>\$51.64</u>	<u>\$77.46</u>	<u>\$103.28</u>	<u>\$129.10</u>	<u>\$154.92</u>
Organic Waste Processing Element	<u>\$7.54</u>	<u>\$15.08</u>	<u>\$22.62</u>	<u>\$30.16</u>	<u>\$37.70</u>	<u>\$45.24</u>
Franchise Fee Element	<u>\$5.43</u>	<u>\$10.86</u>	<u>\$16.29</u>	<u>\$21.72</u>	<u>\$27.15</u>	<u>\$32.58</u>
Total Rate	\$38.79	\$77.58	\$116.37	\$155.16	\$193.95	\$232.74
64 Gallon Cart	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$51.64</u>	<u>\$103.28</u>	<u>\$154.92</u>	<u>\$206.56</u>	<u>\$258.20</u>	<u>\$309.84</u>
Organic Waste Processing Element	<u>\$15.09</u>	<u>\$30.18</u>	<u>\$45.27</u>	<u>\$60.36</u>	<u>\$75.45</u>	<u>\$90.54</u>
Franchise Fee Element	<u>\$10.86</u>	<u>\$21.73</u>	<u>\$32.59</u>	<u>\$43.45</u>	<u>\$54.32</u>	<u>\$65.18</u>
Total Rate	\$77.59	\$155.19	\$232.78	\$310.37	\$387.97	\$465.56
96 Gallon Cart	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$77.58</u>	<u>\$155.16</u>	<u>\$232.74</u>	<u>\$310.32</u>	<u>\$387.90</u>	<u>\$465.48</u>
Organic Waste Processing Element	<u>\$22.63</u>	<u>\$45.26</u>	<u>\$67.89</u>	<u>\$90.52</u>	<u>\$113.15</u>	<u>\$135.78</u>
Franchise Fee Element	<u>\$16.31</u>	<u>\$32.63</u>	<u>\$48.94</u>	<u>\$65.25</u>	<u>\$81.57</u>	<u>\$97.88</u>

Exhibit 1 City of Santa Rosa, CA SERVICE RECIPIENT RATES EFFECTIVE JANUARY 1, 2018 – DECEMBER 31, 2018						
B. Commercial Organic Waste Collection Food Waste						
				Facility Name	Rate	
Per Ton Processed Organic Waste (Green/Wood Waste)				SCWMA Designation	\$76.53	
Per Ton Processed Organic Waste (Yard Trimmings & Food Waste)				West Contra Costa Republic	\$134.36	
Container Size	Collection Frequency					
Total Rate	\$116.52	\$233.05	\$349.57	\$466.09	\$582.62	\$699.14
1 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$160.74</u>	<u>\$214.70</u>	<u>\$271.93</u>	<u>\$338.95</u>	<u>\$480.03</u>	<u>\$565.11</u>
Organic Waste Processing Element	<u>\$52.81</u>	<u>\$105.62</u>	<u>\$158.43</u>	<u>\$211.24</u>	<u>\$264.05</u>	<u>\$316.86</u>
Franchise Fee Element	<u>\$34.76</u>	<u>\$52.15</u>	<u>\$70.06</u>	<u>\$89.57</u>	<u>\$121.13</u>	<u>\$143.58</u>
Total Rate	\$248.31	\$372.47	\$500.42	\$639.76	\$865.21	\$1,025.55
1.5 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$192.02</u>	<u>\$284.63</u>	<u>\$372.49</u>	<u>\$475.51</u>	<u>\$579.66</u>	<u>\$682.90</u>
Organic Waste Processing Element	<u>\$79.21</u>	<u>\$158.42</u>	<u>\$237.63</u>	<u>\$316.84</u>	<u>\$396.05</u>	<u>\$475.26</u>
Franchise Fee Element	<u>\$44.15</u>	<u>\$72.12</u>	<u>\$99.32</u>	<u>\$128.99</u>	<u>\$158.84</u>	<u>\$188.54</u>
Total Rate	\$315.38	\$515.17	\$709.44	\$921.34	\$1,134.55	\$1,346.70
2 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$223.33</u>	<u>\$354.52</u>	<u>\$473.03</u>	<u>\$612.00</u>	<u>\$679.19</u>	<u>\$800.61</u>
Organic Waste Processing Element	<u>\$105.62</u>	<u>\$211.24</u>	<u>\$316.86</u>	<u>\$422.48</u>	<u>\$528.10</u>	<u>\$633.72</u>

Exhibit 1 City of Santa Rosa, CA SERVICE RECIPIENT RATES EFFECTIVE JANUARY 1, 2018 – DECEMBER 31, 2018						
B. Commercial Organic Waste Collection Food Waste						
				Facility Name	Rate	
Per Ton Processed Organic Waste (Green/Wood Waste)				SCWMA Designation	\$76.53	
Per Ton Processed Organic Waste (Yard Trimmings & Food Waste)				West Contra Costa Republic	\$134.36	
Container Size	Collection Frequency					
Franchise Fee Element	\$53.55	\$92.10	\$128.59	\$168.40	\$196.54	\$233.50
Total Rate	\$382.50	\$657.86	\$918.48	\$1,202.88	\$1,403.83	\$1,667.83
3 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	\$237.01	\$408.64	\$476.92	\$597.98	\$724.98	\$856.10
Organic Waste Processing Element	\$158.43	\$316.86	\$475.29	\$633.72	\$792.15	\$950.58
Franchise Fee Element	\$64.37	\$118.10	\$155.01	\$200.51	\$246.97	\$294.11
Total Rate	\$459.81	\$843.60	\$1,107.22	\$1,432.21	\$1,764.10	\$2,100.79
4 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	\$280.74	\$467.33	\$482.30	\$522.83	\$699.24	\$760.96
Organic Waste Processing Element	\$211.24	\$422.48	\$633.72	\$844.96	\$1,056.20	\$1,267.44
Franchise Fee Element	\$80.09	\$144.85	\$181.68	\$222.66	\$285.77	\$330.20
Total Rate	\$572.07	\$1,034.66	\$1,297.70	\$1,590.45	\$2,041.21	\$2,358.60
10 CY Roll-off (NOT ACCEPTED)	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Exhibit 1 City of Santa Rosa, CA SERVICE RECIPIENT RATES EFFECTIVE JANUARY 1, 2018 – DECEMBER 31, 2018						
B. Commercial Organic Waste Collection Food Waste						
				Facility Name	Rate	
Per Ton Processed Organic Waste (Green/Wood Waste)				SCWMA Designation	\$76.53	
Per Ton Processed Organic Waste (Yard Trimmings & Food Waste)				West Contra Costa Republic	\$134.36	
Container Size	Collection Frequency					
20 CY Roll-off (NOT ACCEPTED)	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30 CY Roll-off (NOT ACCEPTED)	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
40 CY Roll-off (NOT ACCEPTED)	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Compactor (NOT ACCEPTED)	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
All 10, 20, 30, 40 CY boxes and compactors are pull rates only; total cost will be based on actual disposal and/or organic waste processing costs. The Service Recipient rate will be the total cost for the collection, processing and disposal and franchise fee						

Exhibit 1 City of Santa Rosa, CA SERVICE RECIPIENT RATES EFFECTIVE JANUARY 1, 2018 – DECEMBER 31, 2018						
B. Commercial Organic Waste Collection Green Waste						
				Facility Name		Rate
Per Ton Processed Organic Waste (Green/Wood Waste)				SCWMA Designation		\$76.53
Per Ton Processed Organic Waste (Yard Trimmings & Food Waste)				West Contra Costa Republic		\$134.36
Container Size	Collection Frequency					
32 Gallon Cart	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$25.82</u>	<u>\$51.64</u>	<u>\$77.46</u>	<u>\$103.28</u>	<u>\$129.10</u>	<u>\$154.92</u>
Organic Waste Processing Element	<u>\$8.58</u>	<u>\$17.16</u>	<u>\$25.74</u>	<u>\$34.32</u>	<u>\$42.90</u>	<u>\$51.48</u>
Franchise Fee Element	<u>\$5.60</u>	<u>\$11.20</u>	<u>\$16.80</u>	<u>\$22.40</u>	<u>\$28.00</u>	<u>\$33.60</u>
Total Rate	\$40.00	\$80.00	\$120.00	\$160.00	\$200.00	\$240.00
64 Gallon Cart	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$51.64</u>	<u>\$103.28</u>	<u>\$154.92</u>	<u>\$206.56</u>	<u>\$258.20</u>	<u>\$309.84</u>
Organic Waste Processing Element	<u>\$8.58</u>	<u>\$17.16</u>	<u>\$25.74</u>	<u>\$34.32</u>	<u>\$42.90</u>	<u>\$51.48</u>
Franchise Fee Element	<u>\$9.80</u>	<u>\$19.61</u>	<u>\$29.41</u>	<u>\$39.21</u>	<u>\$49.02</u>	<u>\$58.82</u>
Total Rate	\$70.02	\$140.05	\$210.07	\$280.09	\$350.12	\$420.14
96 Gallon Cart	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$77.58</u>	<u>\$155.16</u>	<u>\$232.74</u>	<u>\$310.32</u>	<u>\$387.90</u>	<u>\$465.48</u>
Organic Waste Processing Element	<u>\$8.58</u>	<u>\$17.16</u>	<u>\$25.74</u>	<u>\$34.32</u>	<u>\$42.90</u>	<u>\$51.48</u>
Franchise Fee Element	<u>\$14.03</u>	<u>\$28.05</u>	<u>\$42.08</u>	<u>\$56.10</u>	<u>\$70.13</u>	<u>\$84.16</u>

Exhibit 1 City of Santa Rosa, CA SERVICE RECIPIENT RATES EFFECTIVE JANUARY 1, 2018 – DECEMBER 31, 2018						
B. Commercial Organic Waste Collection Green Waste						
				Facility Name		Rate
Per Ton Processed Organic Waste (Green/Wood Waste)				SCWMA Designation		\$76.53
Per Ton Processed Organic Waste (Yard Trimmings & Food Waste)				West Contra Costa Republic		\$134.36
Container Size	Collection Frequency					
Total Rate	\$100.19	\$200.37	\$300.56	\$400.74	\$500.93	\$601.12
1 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$160.74</u>	<u>\$214.70</u>	<u>\$271.93</u>	<u>\$338.95</u>	<u>\$480.03</u>	<u>\$565.11</u>
Organic Waste Processing Element	<u>\$56.23</u>	<u>\$112.46</u>	<u>\$168.69</u>	<u>\$224.92</u>	<u>\$281.15</u>	<u>\$337.38</u>
Franchise Fee Element	<u>\$35.32</u>	<u>\$53.26</u>	<u>\$71.73</u>	<u>\$91.79</u>	<u>\$123.91</u>	<u>\$146.92</u>
Total Rate	\$252.29	\$380.42	\$512.35	\$655.66	\$885.09	\$1,049.41
1.5 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$192.02</u>	<u>\$284.63</u>	<u>\$372.49</u>	<u>\$475.51</u>	<u>\$579.66</u>	<u>\$682.90</u>
Organic Waste Processing Element	<u>\$84.35</u>	<u>\$168.70</u>	<u>\$253.05</u>	<u>\$337.40</u>	<u>\$421.75</u>	<u>\$506.10</u>
Franchise Fee Element	<u>\$44.99</u>	<u>\$73.80</u>	<u>\$101.83</u>	<u>\$132.33</u>	<u>\$163.02</u>	<u>\$193.56</u>
Total Rate	\$321.36	\$527.13	\$727.37	\$945.24	\$1,164.43	\$1,382.56
2 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	<u>\$223.33</u>	<u>\$354.52</u>	<u>\$473.03</u>	<u>\$612.00</u>	<u>\$679.19</u>	<u>\$800.61</u>
Organic Waste Processing Element	<u>\$112.46</u>	<u>\$224.92</u>	<u>\$337.38</u>	<u>\$449.84</u>	<u>\$562.30</u>	<u>\$674.76</u>

Exhibit 1 City of Santa Rosa, CA SERVICE RECIPIENT RATES EFFECTIVE JANUARY 1, 2018 – DECEMBER 31, 2018						
B. Commercial Organic Waste Collection Green Waste						
				Facility Name		Rate
Per Ton Processed Organic Waste (Green/Wood Waste)				SCWMA Designation		\$76.53
Per Ton Processed Organic Waste (Yard Trimmings & Food Waste)				West Contra Costa Republic		\$134.36
Container Size	Collection Frequency					
Franchise Fee Element	\$54.66	\$94.33	\$131.93	\$172.86	\$202.10	\$240.18
Total Rate	\$390.45	\$673.77	\$942.34	\$1,234.70	\$1,443.59	\$1,715.55
3 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	\$237.01	\$408.64	\$476.92	\$597.98	\$724.98	\$856.10
Organic Waste Processing Element	\$168.69	\$337.38	\$506.07	\$674.76	\$843.45	\$1,012.14
Franchise Fee Element	\$66.04	\$121.45	\$160.02	\$207.19	\$255.33	\$304.13
Total Rate	\$471.74	\$867.47	\$1,143.01	\$1,479.93	\$1,823.76	\$2,172.37
4 CY Bin	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element	\$280.74	\$467.33	\$482.30	\$522.83	\$699.24	\$760.96
Organic Waste Processing Element	\$224.93	\$449.86	\$674.79	\$899.72	\$1,124.65	\$1,349.58
Franchise Fee Element	\$82.32	\$149.31	\$188.36	\$231.58	\$296.91	\$343.58
Total Rate	\$587.99	\$1,066.50	\$1,345.45	\$1,654.13	\$2,120.80	\$2,454.12
10 CY Roll-off	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element (Per Week)	\$520.01	\$1,040.02	\$1,560.03	\$2,080.04	\$2,600.05	\$3,120.06

Exhibit 1 City of Santa Rosa, CA SERVICE RECIPIENT RATES EFFECTIVE JANUARY 1, 2018 – DECEMBER 31, 2018						
B. Commercial Organic Waste Collection Green Waste						
				Facility Name	Rate	
Per Ton Processed Organic Waste (Green/Wood Waste)				SCWMA Designation	\$76.53	
Per Ton Processed Organic Waste (Yard Trimmings & Food Waste)				West Contra Costa Republic	\$134.36	
Container Size	Collection Frequency					
20 CY Roll-off	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element (Per Week)	\$520.01	\$1,040.02	\$1,560.03	\$2,080.04	\$2,600.05	\$3,120.06
30 CY Roll-off	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element (Per Week)	\$520.01	\$1,040.02	\$1,560.03	\$2,080.04	\$2,600.05	\$3,120.06
40 CY Roll-off	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element (Per Week)	\$633.64	\$1,267.28	\$1,900.92	\$2,534.56	\$3,168.20	\$3,801.84
Compactor	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Collection Element (Per Week)	\$621.61	\$1,243.22	\$1,864.83	\$2,486.44	\$3,108.05	\$3,729.66
All 10, 20, 30, 40 CY boxes and compactors are pull rates only; total cost will be based on actual disposal and/or organic waste processing costs. The Service Recipient rate will be the total cost for the collection, processing and disposal and franchise fee						

Exhibit 1 City of Santa Rosa, CA					
C. COMMERCIAL ADDITIONAL SERVICES – AT SERVICE RECIPIENT REQUEST (including 14% franchise fee)					
Push Rates	0-10 feet	11-49 feet	50-75 feet	76-100 feet	101+ feet
	<u>No Charge</u>	<u>\$27.56</u>	<u>\$55.10</u>	<u>\$82.66</u>	<u>\$112.31</u>
Additional Cart Exchange or Replacement (each additional cart/occurrence)				<u>\$67.92</u>	<u>/ occurrence</u>
Additional Bin Exchange or Replacement (each additional cart/occurrence)				<u>\$125.24</u>	<u>/ occurrence</u>
Cart Contamination Charge				<u>\$32.33</u>	<u>/ occurrence</u>
Bin Contamination Charge				<u>\$96.98</u>	<u>/ occurrence</u>
Locking Bin or Cart				<u>\$10.00</u>	<u>/ lock/month</u>
Service Call Back				<u>\$17.43</u>	<u>/ occurrence/container</u>
Overflow Bin				<u>\$95.26</u>	<u>/ occurrence/container</u>

Exhibit 2

City of Santa Rosa, CA
COLLECTION ELEMENT ADJUSTMENT METHODOLOGY

Refuse Rate Index (RRI) Financial Statement Format

Operating Costs

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 costs.
CNG Fuel:	List all CNG fuel costs.
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; office supplies; postage; trade association dues and subscription; advertising; employee retirement or profit sharing contributions; temporary labor; regulatory expenses; overhead allocations; professional services; and miscellaneous other expenses.

Exhibit 2

City of Santa Rosa, CA
COLLECTION ELEMENT ADJUSTMENT METHODOLOGY

The "Refuse Rate Index" adjustment to the *Collection Element* of the Service Recipient Rates shall be calculated in the following manner:

1. The expenses of providing Collection Services in the Service Area for the designated fiscal period shall be prepared in the format set forth in the RRI Financial Statement Format on the previous page of this Exhibit.
2. The expenses of providing Collection Services in the Service Area shall be broken down into one of the following six cost categories: Labor; Diesel Fuel; CNG Fuel; Vehicle Replacement; Vehicle Maintenance and All Other. Each cost category is assigned a weighted percentage factor on that cost category's proportionate share of the total of the costs shown for all cost categories.
3. The following indices are used to calculate the adjustment for each cost category. The percentage change in each index is calculated based on the percentage change in twelve-month annual averages, from September of the prior year through August of the current year as set forth in the Agreement.

<u>Cost Category</u>	<u>Index</u>
Labor:	Series ID: cis201s000000000i Service-Producing Industries
Diesel Fuel:	California No 2 Diesel Ultra Low Sulfur (0-15 ppm). Currently provided at the following web address: < http://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=pet&s=emd_epd2dxl0_pte_sca_dpg&f=m >
CNG Fuel:	PG&E Schedule G-NGV2 – Compressed Gas for Motor Vehicles. Currently provided at the following web address: < http://www.pge.com/notes/rates/tariffs/GRF.SHTML >
Vehicle Replacement:	Series ID: pcu336211336211 truck, bus, car and other vehicles bodies, for sale separately
Vehicle Maintenance:	Series ID: pcu3339243339243 parts and attachments for industrial work trucks
All Other:	Series ID: cuura422Sa0 not Seasonally Adjusted, All Items, All Urban Consumers (CPI-U) for San Francisco-Oakland-San Jose, California.

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.

Exhibit 3
City of Santa Rosa, CA
Detailed Rate Review Methodology

1. Detailed Rate Review Methodology

In the event that a Detailed Rate Review, as defined in Article 4.05, is requested by either party, it shall notify the other party of such request on or before the May 1 preceding the January 1 for which Service Recipient Rates are to be adjusted. CONTRACTOR shall submit its rate application on or before July 1. CITY shall complete its review (including any required CITY Council approval) and Service Recipient Rates shall be finalized by September 30.

The Detailed Rate Review will be based on CONTRACTOR's rate application, which shall contain financial statements (together with a management representation letter as to such statements) for services provided under this Agreement for the most recently completed fiscal year preceding the given July 1 rate application due date.

As part of its rate application, CONTRACTOR shall assemble and submit its forecasts of: Service Recipient Rates, revenue given such rates, annual cost of operations, pass-through costs, and profit, for the year for which Service Recipient Rates are being adjusted, together with the method used to produce such forecasts, and such information as is necessary to support the assumptions made with regard to such forecasts (such as projected population growth or migration, service or operational changes, projected changes in tonnages, known or reasonably expected cost increases, etc.). CONTRACTOR shall provide all financial information and supporting documentation required by this review in a format acceptable to CITY (or CITY's designated consultant) in a timely manner. CONTRACTOR shall not require CITY (or CITY's designated consultant) to review any such documents at CONTRACTOR's worksite, but shall instead allow for all required information and supporting documentation to be provided to CITY (or its designated consultant) via physical mail, e-mail, or any other delivery method approved by CITY.

Service Recipient Rates shall be adjusted as part of this Detailed Rate Review so as to generate sufficient Gross Revenues to CONTRACTOR to cover the sum of the forecasted annual cost of operations, profit on such forecasted annual cost of operations, and forecasted Pass-Through Costs, reviewed or calculated as set forth below.

- a. Forecasted annual cost of operations. The forecasted annual cost of operations shall consist of the sum of:
 - Forecasted labor-related costs
 - Forecasted vehicle-related costs
 - Forecasted other costs
 - Forecasted lease expense

Each of these sums shall be reviewed based on the following:

- i. **Determination of actual costs.** CONTRACTOR's financial statements will be reviewed to determine CONTRACTOR's costs for each of the foregoing categories during the fiscal year involved. CITY will use the financial statements to determine that costs have actually been incurred and have been assigned to the appropriate category.

Exhibit 3
City of Santa Rosa, CA
Detailed Rate Review Methodology

- ii. **Adjustment of actual costs.** CITY may adjust the actual costs in two ways: (1) to exclude any non-allowable costs, set out below, and (2) to exclude and/or reduce any costs that were not reasonably and necessarily incurred in the performance of the services or other obligations of CONTRACTOR under this Agreement. All costs incurred by CONTRACTOR in the performance of this Agreement not excluded under the preceding sentence shall be deemed allowable costs. The “other” cost category includes all allowable costs besides labor-related, vehicle-related and lease costs, including without limitation processing and tip fees.

Costs that are deemed non-allowable consist of the following:

- i. Corporate and technical services costs in excess of four percent (4%) of Gross Revenues. Corporate and technical services costs consist of the following corporate headquarters costs allocated to CONTRACTOR by CONTRACTOR’s parent: corporate administration, environmental compliance, sustainability, corporate finance, human resources, and information technology.
- ii. Promotional, entertainment, and travel expenses in excess of \$5,000 per year, unless authorized in advance by CITY.
- iii. Fines or penalties of any nature.
- iv. Liquidated damages assessed under Article 19.04 of this Agreement.
- v. Federal or state income taxes.
- vi. Charitable or political donations.
- vii. Attorneys’ fees and other expenses incurred by CONTRACTOR in any court proceeding in which CITY and CONTRACTOR are adverse parties, unless CONTRACTOR is the prevailing party in said proceedings.
- viii. Attorneys’ fees and other expenses incurred by CONTRACTOR in any court proceeding in which CONTRACTOR’s own negligence, violation of law or regulation, or other wrongdoing, is in issue and occasions part of the attorneys’ fees and expenses claimed, provided, however, such attorneys’ fees will be allowed to the extent CONTRACTOR can demonstrate they were reasonable and necessary and a cost of doing business, and were not the result of any intentional or willful misconduct by CONTRACTOR or its employees; and attorneys’ fees and expenses incurred by CONTRACTOR in a court proceeding in which the legal theory or statute providing a basis of liability against CONTRACTOR also provides for separate strict liability for CITY arising from the action of its citizens or ratepayers (such as in a CERCLA lawsuit).

Exhibit 3
City of Santa Rosa, CA
Detailed Rate Review Methodology

- ix. Payments to related party entities for products or services (other than lease expense, calculated as provided below), in excess of the fair market value for those products or services. For purposes of this Agreement, related party expenses are those resulting from transactions between CONTRACTOR and another company (companies) that has (have) common ownership or management control.
- b. Forecasted Costs. Allowed costs of operations for CONTRACTOR's prior fiscal year will be used as the starting point to evaluate the forecasted cost for the year for which Service Recipient Rates are being adjusted. The review will evaluate forecasted labor-related costs, vehicle-related costs, other costs, and lease expense (described in additional detail below).
- c. Labor-Related Costs. Labor-related costs will be forecasted based on projected head count and the increases provided for in CONTRACTOR's collective bargaining agreements.
- d. Lease Expense. Lease expense will be calculated using the actual purchase price of the asset, the number of years in the useful life of the asset, and the prime interest rate on the date of acquisition, assuming full amortization over the useful life of the asset. The result is the forecasted lease expense for the asset for the rate year. Useful lives are: office equipment 5 years; vehicles 8 years; Carts/Bins/Roll-off Containers 10 years; buildings and leasehold improvements 20 years.
- e. Corporate Costs. The following corporate headquarters costs allocated to CONTRACTOR by CONTRACTOR's parent shall be allowable costs: insurance, workers' compensation, pension costs, health and welfare, and regional charges. Such costs are not included in the corporate and technical services category referred to in (i) above.
- f. Pass-Through Costs. Pass-through costs will be included as allowable costs, but will not be subject to the calculation of profit as set forth below. Pass-through costs comprise:
 - i. All costs for disposal (i.e., landfill), recycling and organic and processing tipping fees; and
 - ii. All payments to CITY described in Article 4.06 of this Agreement.Forecasted pass-through costs shall reflect scheduled increases in amounts payable to CITY.
- g. Profit. Profit or return to CONTRACTOR shall be determined by CITY applying an operating ratio so as to provide for an adequate rate of return to CONTRACTOR. For purposes of this Agreement, the CITY-determined operating ratio shall be

Exhibit 3
City of Santa Rosa, CA
Detailed Rate Review Methodology

ninety percent (90%). For purposes of determining the amount of profit, this operating ratio shall be applied to CONTRACTOR's total forecasted allowable expenses, which shall not include expenses that are identified as non-allowable expenses or as pass-through expenses (as described above). The formula for applying the operating ratio is as follows: $\text{operating ratio} = (\text{allowable expenses}) / (\text{allowable expenses} + \text{profit})$.

- h. Additional Diversion Expense. Without limiting the foregoing, if CONTRACTOR undertakes activities to increase its overall diversion level that are not specifically required to be performed by CONTRACTOR under the strict terms of this Agreement, and such activities are reasonably necessary in order to achieve a minimum of fifty percent (50%) diversion requirement set forth in Article 5.01, then for purposes of the Detailed Rate Review such activities shall be deemed to be undertaken in the performance of the Agreement, and the costs of such activities shall be deemed to be allowable expenses.

<p align="center">Exhibit 4 City of Santa Rosa, CA City Service Units</p>		
<p align="center">The following are the City Service Units that shall receive no-cost Collection Services CONTRACTOR. City reserves the right to add City Service Units and/or adjust City Service Unit service levels at no cost, insofar as those adjustments result in no greater than a 2% increase in overall service provided to City Service Units in any Agreement Year compared to the service levels listed in this Exhibit 4.</p>		
CITY SERVICE UNIT NAME	CITY SERVICE UNIT ADDRESS	CITY SERVICE UNIT DESCRIPTION
CITY OF SANTA ROSA	0000 SONOMA AVE	COURTESY COM'L CANS SVC
CITY OF SANTA ROSA	2260 SONOMA AVE	COURTESY 1.5YD SVC
CITY OF SANTA ROSA	6590 STONE BRIDGE RD	1-96 GAL MSW, 1-96 GAL REC, 1-96 GAL GW 1XWEEK
CITY OF SANTA ROSA	0000 STONY POINT RD	2-3 YD 1XWEEK
CITY OF SANTA ROSA	0000 STONY POINT RD	1-4 YD RECYCLE (FREE SVC)
CITY OF SANTA ROSA	0000 STONY POINT RD	1-6 YD RECYCLE (FREE SVC)
CITY OF SANTA ROSA	35 STONY POINT RD	1-4 YD 1XWEEK
CITY OF SANTA ROSA	35 STONY POINT RD	1-2 YD RECYCLE (FREE SVC)
CITY OF SANTA ROSA	35 STONY POINT RD	1-4 YD RECYCLE (FREE SVC)
CITY OF SANTA ROSA	35 STONY POINT RD	1-6 YD RECYCLE (FREE SVC)
CITY OF SANTA ROSA - A PLACE 2 PLAY PARK	2375 W THIRD ST	20-96 GAL AUTO CANS 3XWEEK
CITY OF SANTA ROSA - A PLACE 2 PLAY PARK	2375 W THIRD ST	2-96 RECYCLE CAN (FREE SVC)
CITY OF SANTA ROSA - AIRFIELD PARK	4051 FRESNO AVE	2-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - AIRFIELD PARK	4051 FRESNO AVE	2-96 RECYCLE CAN (FREE SVC)
CITY OF SANTA ROSA - ANNEX	90 SANTA ROSA AVE	1-2 YD 5XWEEK
CITY OF SANTA ROSA - ANNEX	90 SANTA ROSA AVE	1-2 YD RECYCLE (FREE SVC)
CITY OF SANTA ROSA - BAYER PARK & GARDENS	1550 WEST AVE	5-96 GAL AUTO CANS 1XWEEK
CITY OF SANTA ROSA - BAYER PARK & GARDENS	1550 WEST AVE	4-96 RECYCLE CAN (FREE SVC)
CITY OF SANTA ROSA – BAYER PARK & GARDENS	1550 WEST AVE	1-4 YD 1XWEEK
CITY OF SANTA ROSA - BELLEVUE RANCH PARK	2645 ARROWHEAD DR	2-96 GAL AUTO CANS 1XWEEK
CITY OF SANTA ROSA - BENNETT VALLEY GOLF	3328 ST PAUL DR	1-4 YD 1XWEEK
CITY OF SANTA ROSA - BENNETT VALLEY GOLF	3328 ST PAUL DR	1-20 YD NO CHARGE- GREENWASTE
CITY OF SANTA ROSA - BENNETT VALLEY GOLF	3328 ST PAUL DR	1-20 YD NO CHARGE-GARBAGE
CITY OF SANTA ROSA – BV SENIOR CENTER	704 BENNETT VALLEY RD & RUTLEDGE	1-4 YD & 1-3 YD RECYCLE 3XWEEK
CITY OF SANTA ROSA - BICENTENNIAL PARK	974 RUSSELL AVE	4-96 GAL AUTO CAN 3XWEEK
CITY OF SANTA ROSA - BINS	4300 LLANO RD	2-2 YD 1XWEEK
CITY OF SANTA ROSA - BINS	4300 LLANO RD	1-3 YD 1XWEEK
CITY OF SANTA ROSA - BINS	4300 LLANO RD	1-6 YD 1XWEEK

<p align="center">Exhibit 4 City of Santa Rosa, CA City Service Units</p>		
<p align="center">The following are the City Service Units that shall receive no-cost Collection Services CONTRACTOR. City reserves the right to add City Service Units and/or adjust City Service Unit service levels at no cost, insofar as those adjustments result in no greater than a 2% increase in overall service provided to City Service Units in any Agreement Year compared to the service levels listed in this Exhibit 4.</p>		
CITY SERVICE UNIT NAME	CITY SERVICE UNIT ADDRESS	CITY SERVICE UNIT DESCRIPTION
CITY OF SANTA ROSA - BINS	4300 LLANO RD	1-4 YD RECYCLE (FREE SVC)
CITY OF SANTA ROSA - BRENDON PARK	1743 GREENEICH AVE	2-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA – BROWN FARM	220LLANO RD	HAS 1 DUMPSTER
CITY OF SANTA ROSA - BRUSH CREEK PARK	1180 BRUSH CREEK RD	8-96 GAL AUTO CANS 3XWEEK
CITY OF SANTA ROSA - CHURCH OF ONE TREE	492 SONOMA AVE	5-96 GAL AUTO CAN 1XWEEK
CITY OF SANTA ROSA - CHURCH OF ONE TREE	492 SONOMA AVE	1-96 RECYCLE CAN (FREE SVC)
CITY OF SANTA ROSA – CITY BUS	MENDO @ PACIFIC – STOP 80105	1-32 GAL 2XWEEK
CITY OF SANTA ROSA – CITY BUS	MENDO @ MCCONNELL – STOP 80106	1-9 GAL 2XWEEK
CITY OF SANTA ROSA – CITY BUS	MENDO @ DEXTER – STOP 80107	1-32 GAL 2XWEEK
CITY OF SANTA ROSA – CITY BUS	RANGE @ RUSSELL – STOP 80112	1-9 GAL 1XWEEK
CITY OF SANTA ROSA – CITY BUS	CODDINGTOWN – STOP 80200	2-32 GAL, 2-32 GAL REC 5XWEEK
CITY OF SANTA ROSA – CITY BUS	MENDO @ ADMIN – STOP 80121	1-9 GAL 2XWEEK
CITY OF SANTA ROSA – CITY BUS	MENDO @ CLEMENT – STOP 80123	1-32 GAL 2XWEEK
CITY OF SANTA ROSA – CITY BUS	MENDO @ PACIFIC – STOP 80124	2-32 GAL, 2-32 GAL REC 2XWEEK
CITY OF SANTA ROSA – CITY BUS	MENDO @ RIDGEWAY – STOP 80125	1-9 GAL 2XWEEK
CITY OF SANTA ROSA – CITY BUS	HEALDSBURG @ 10TH – STOP 80127	1-9 GAL 2XWEEK
CITY OF SANTA ROSA – CITY BUS	RAILROAD @ THIRD – STOP 80166	1-32 GAL, 1-32 GAL REC 2XWEEK
CITY OF SANTA ROSA – CITY BUS	ROSELAND SHOPPING – STOP 80134	1-32 GAL 2XWEEK
CITY OF SANTA ROSA – CITY BUS	CORP CENTER @ NORTHPOINT – STOP 80143	1-9 GAL 1XWEEK
CITY OF SANTA ROSA – CITY BUS	SEBASTOPOL @ CORPORATE – STOP 80145	1-32 GAL 1XWEEK
CITY OF SANTA ROSA – CITY BUS	SEBASTOPOL @ KENMORE – STOP 80155	1-9 GAL 1XWEEK
CITY OF SANTA ROSA – CITY BUS	SEBASTOPOL @ WEST – STOP 80162	1-32 GAL 2XWEEK
CITY OF SANTA ROSA – CITY BUS	SR AVE @ YOLANDA – STOP 80178	1-9 GAL 1XWEEK
CITY OF SANTA ROSA – CITY BUS	SOUTH E STREET – STOP 80186	1-9 GAL 2XWEEK
CITY OF SANTA ROSA – CITY BUS	BENNETT VALLEY SENIOR CENTER – STOP 80189	1-9 GAL 1XWEEK
CITY OF SANTA ROSA – CITY BUS	FARMERS @ NEOTOMAS – STOP 80471	1-9 GAL 1XWEEK
CITY OF SANTA ROSA – CITY BUS	STONY PT @ STONY CIRCLE – STOP 80206	1-9 GAL 2XWEEK
CITY OF SANTA ROSA – CITY BUS	STONY PT @ SEBASTOPOL – STOP 80222	1-9 GAL 1XWEEK
CITY OF SANTA ROSA – CITY BUS	1675 PINER RD – STOP 80241	1-32 GAL 1XWEEK
CITY OF SANTA ROSA – CITY BUS	WEST THIRD @ STONY PT – STOP 80258	1-32 GAL 2XWEEK
CITY OF SANTA ROSA – CITY BUS	FULTON @ GUERNEVILLE – STOP 80270	1-9 GAL 1XWEEK
CITY OF SANTA ROSA – CITY BUS	MARLOW @ PINER – STOP 80278	1-32 GAL 1XWEEK
CITY OF SANTA ROSA – CITY BUS	WEST THIRD @ STONY PT – STOP 80305	1-32 GAL 2XWEEK
CITY OF SANTA ROSA – CITY BUS	BETHARDS @ YULUPA – STOP 80327	1-32 GAL 1XWEEK
CITY OF SANTA ROSA – CITY BUS	FOURTH @ FARMERS – STOP 80338	1-32 GAL 1XWEEK

<p align="center">Exhibit 4 City of Santa Rosa, CA City Service Units</p>		
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CITY SERVICE UNIT NAME	CITY SERVICE UNIT ADDRESS	CITY SERVICE UNIT DESCRIPTION
CITY OF SANTA ROSA – CITY BUS	N DUTTON @ W THIRD – STOP 80342	1-9 GAL 1XWEEK
CITY OF SANTA ROSA – CITY BUS	W NINTH @ KINGWOOD – STOP 80345	1-9 GAL 2XWEEK
CITY OF SANTA ROSA – CITY BUS	FINLEY CENTER – STOP 80351	1-32 GAL 2XWEEK
CITY OF SANTA ROSA – CITY BUS	W COLLEGE @ COLVER – STOP 80354	1-9 GAL 1XWEEK
CITY OF SANTA ROSA – CITY BUS	CORBY @ BARHAM – STOP 80364	1-9 GAL 1XWEEK
CITY OF SANTA ROSA – CITY BUS	CORBY @ BAKER – STOP 80366	1-32 GAL 1XWEEK
CITY OF SANTA ROSA – CITY BUS	HEAN @ CORBY – STOP 80368	1-9 GAL 1XWEEK
CITY OF SANTA ROSA – CITY BUS	PET HILL @ ASTON – STOP 80386	1-9 GAL 1XWEEK
CITY OF SANTA ROSA – CITY BUS	WESTSIDE TRANSFER – STOP 80400	2-32 GAL, 2-32 GAL REC 2XWEEK
CITY OF SANTA ROSA – CITY BUS	MONTGOMERY VILLAGE – STOP 80407	1-32 GAL, 1-32 GAL REC 2XWEEK
CITY OF SANTA ROSA – CITY BUS	MONTGOMERY VILLAGE – STOP 80439	1-32 GAL, 1-32 GAL REC 2XWEEK
CITY OF SANTA ROSA – CITY BUS	SONOMA @ BROOKWOOD – STOP 80444	1-9 GAL 1XWEEK
CITY OF SANTA ROSA – CITY BUS	CALISTOGA @ HWY 12 – STOP 80452	1-32 GAL 1XWEEK
CITY OF SANTA ROSA – CITY BUS	MONTECITO @MIDDLE RINCON – STOP 80460	1-9 GAL 2XWEEK
CITY OF SANTA ROSA – CITY BUS	STEELE LN @ ROWE – STOP 80484	1-9 GAL 1XWEEK
CITY OF SANTA ROSA – CITY BUS	N DUTTON @ EL CERRITO – STOP 80486	1-9 GAL 1XWEEK
CITY OF SANTA ROSA – CITY BUS	TRANSIT MALL – STOP 80100	8-32 GAL, 8-32 GAL REC 5XWEEK
CITY OF SANTA ROSA – CITY BUS	3325 CHANATE RD – STOP 80478	1-32 GAL 1XWEEK
CITY OF SANTA ROSA - CITY HALL	100 SANTA ROSA AVE	1-4 YD 5XWEEK
CITY OF SANTA ROSA - CITY HALL	100 SANTA ROSA AVE	1-4 YD RECYCLE (FREE SVC)
CITY OF SANTA ROSA - COFFEY PARK	1524 AMANDA PL	5-96 GAL AUTO CANS 3XWEEK
CITY OF SANTA ROSA - COLGAN CREEK PARK	2036 BEDFORD ST	5-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - COMMUNITY REC CTR	415 STEELE LN	1-4 YD 3XWEEK
CITY OF SANTA ROSA - COMMUNITY REC CTR	415 STEELE LN	1-3 YD RECYCLE (FREE SVC)
CITY OF SANTA ROSA - COOK PARK	LOMBARDI & GARDNER	2-96 GAL AUTO CANS 1XWEEK
CITY OF SANTA ROSA - DAUENHAUER PARK	1700 ALLAN WAY	3-96 GAL AUTO CANS 1XWEEK
CITY OF SANTA ROSA - DEMEO PARK	610 POLK ST	2-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - DEPOT PARK	9 FOURTH ST	7-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - DETURK PARK	819 DONAHUE ST	3-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - DETURK PARK	819 DONAHUE ST	1-96 RECYCLE CAN 2XWEEK
CITY OF SANTA ROSA - DOYLE PARK	700 DOYLE PARK DR	28-96 GAL AUTO CANS 3XWEEK
CITY OF SANTA ROSA - DOYLE PARK	700 DOYLE PARK DR	1-4 YD 3XWEEK
CITY OF SANTA ROSA - DOYLE PARK	700 DOYLE PARK DR	2-3 YD 3XWEEK
CITY OF SANTA ROSA - DUTCH FLOHR PARK	1160 EXETER DR	4-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - EASTSIDE PARK	170 ALDERBROOK DR	1-96 GAL AUTO CAN 1XWEEK

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CITY SERVICE UNIT NAME	CITY SERVICE UNIT ADDRESS	CITY SERVICE UNIT DESCRIPTION
CITY OF SANTA ROSA - EMPLOYEE ASSOC	3317 CHANATE RD, 2A	1-64 GAL AUTO CAN 1XWEEK
CITY OF SANTA ROSA - EMPLOYEE ASSOC	3317 CHANATE RD, 2A	1-96 RECYCLE CAN (FREE SVC)
CITY OF SANTA ROSA - FINALI PARK	1420 RANGE AVE	2-96 GAL AUTO CANS 1XWEEK
CITY OF SANTA ROSA - FINALI PARK	1420 RANGE AVE	2-96 RECYCLE CAN (FREE SVC)
CITY OF SANTA ROSA - FINLEY PARK	2060 W COLLEGE AVE	2-3 YD 3XWEEK
CITY OF SANTA ROSA - FINLEY COMMUNITY CENTER	2060 W COLLEGE AVE	1-4 YD 3XWEEK
CITY OF SANTA ROSA - FINLEY COMMUNITY CENTER	2060 W COLLEGE AVE	1-96 GAL CAN YARDWASTE
CITY OF SANTA ROSA - FINLEY COMMUNITY CENTER	2060 W COLLEGE AVE	1-2 YD RECYCLE (FREE SVC)
CITY OF SANTA ROSA - FINLEY COMMUNITY CENTER	2060 W COLLEGE AVE	2-3 YD RECYCLE (FREE SVC)
CITY OF SANTA ROSA - FINLEY PARK	2060 W COLLEGE AVE	12-96 RECYCLE CAN (FREE SVC)
CITY OF SANTA ROSA - FINLEY PARK	2060 W COLLEGE AVE	45-96 GAL AUTO CANS 3XWEEK
CITY OF SANTA ROSA - FIR RIDGE PARK	3672 FIR RIDGE DR	1-96 GAL AUTO CAN 1XWEEK
CITY OF SANTA ROSA – FIRE TRAINING TOWER	2116 W. COLLEGE AVE	1-4 YD GARBAGE BIN, 1-6 YD WOOD ONLY BIN, 1-20 YD OPEN GENERAL DEBRIS BOX, 1-20 YD OPEN TOP METAL BOX. ALL ARE EMPTIED “ON-CALL”
CITY OF SANTA ROSA - FIRE DEPT-STATION 1	955 SONOMA AVE	1-4 YD 3XWEEK
CITY OF SANTA ROSA - FIRE DEPT-STATION 1	955 SONOMA AVE	1-96 GAL CAN YARDWASTE
CITY OF SANTA ROSA - FIRE DEPT-STATION 1	955 SONOMA AVE	1-2 YD RECYCLE (FREE SVC)
CITY OF SANTA ROSA - FIRE DEPT-STATION 2	65 STONY POINT RD	1-96 GAL REC 1XWEEK
CITY OF SANTA ROSA - FIRE DEPT-STATION 10	2373 CIRCADIAN WAY	1-3YD RECYCLE (FREE SVC)
CITY OF SANTA ROSA - FIRE DEPT-STATION 10	2373 CIRCADIAN WAY	1-3YD 1XWEEK
CITY OF SANTA ROSA - FIRE DEPT-STATION 11	550 LEWIS RD	1-3 YD 1XWEEK
CITY OF SANTA ROSA - FIRE DEPT-STATION 11	550 LEWIS RD	1-96 RECYCLE CAN (FREE SVC), 1-96 GAL YARDWASTE
CITY OF SANTA ROSA - FIRE DEPT-STATION 3	3311 COFFEY LN	1-4 YD 1XWEEK

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CITY SERVICE UNIT NAME	CITY SERVICE UNIT ADDRESS	CITY SERVICE UNIT DESCRIPTION
CITY OF SANTA ROSA - FIRE DEPT-STATION 3	3311 COFFEY LN	1-96 RECYCLE CAN (FREE SVC), 1-96 GAL YARDWASTE
CITY OF SANTA ROSA - FIRE DEPT-STATION 4	1775 YULUPA AVE	1-96 RECYCLING CAN INCLUDED
CITY OF SANTA ROSA - FIRE DEPT-STATION 4	1775 YULUPA AVE	1-3 YD 1XWEEK
CITY OF SANTA ROSA - FIRE DEPT-STATION 4	1775 YULUPA AVE	1-96 COM'L YARDWASTE
CITY OF SANTA ROSA - FIRE DEPT-STATION 5	2201 NEWGATE CT	2-96 GAL AUTO CANS 1XWEEK
CITY OF SANTA ROSA - FIRE DEPT-STATION 5	2201 NEWGATE CT	1-96 GAL CAN YARDWASTE
CITY OF SANTA ROSA - FIRE DEPT-STATION 5	2201 NEWGATE CT	1-96 RECYCLE CAN (FREE SVC)
CITY OF SANTA ROSA - FIRE DEPT-STATION 5	3480 PARKER HILL RD	1-2 YD 1XWEEK
CITY OF SANTA ROSA - FIRE DEPT-STATION 6	205 CALISTOGA RD	2-96 GAL MSW, 1-96 GAL REC AUTO CAN 1XWEEK
CITY OF SANTA ROSA - FIRE DEPT-STATION 6	205 CALISTOGA RD	1-96 GAL CAN YARDWASTE
CITY OF SANTA ROSA - FIRE DEPT-STATION 7	6590 STONEBRIDGE RD	2-96 GAL GARBAGE, 2-96 GAL REC, 1-96 GAL YARDWASTE
CITY OF SANTA ROSA - FIRE DEPT-STATION 8	830 BURBANK AVE	1-3 YD 1XWEEK
CITY OF SANTA ROSA - FIRE DEPT-STATION 8	830 BURBANK AVE	1-96 GAL REC (FREE SVC)
CITY OF SANTA ROSA - FLAT ROCK PARK	43230 FLAT ROCK CIR	5-96 GAL AUTO CANS 1XWEEK
CITY OF SANTA ROSA - FRANKLIN PARK	2095 FRANKLIN AVE	1-20 YD NO CHARGE
CITY OF SANTA ROSA - FRANKLIN PARK	2095 FRANKLIN AVE	1-6 YD 3XWEEK
CITY OF SANTA ROSA - FRANKLIN PARK	2095 FRANKLIN AVE	13-96 GAL AUTO CANS 3XWEEK
CITY OF SANTA ROSA - FREMONT PARK	844 5TH ST	5-96 GAL AUTO CANS 1XWEEK
CITY OF SANTA ROSA - GALVIN PARK	3330 YULUPA AVE	1-4 YD 2XWEEK
CITY OF SANTA ROSA - GALVIN PARK	3330 YULUPA AVE	31-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - GARAGE	55 STONY POINT RD	1-4 YD 5XWEEK
CITY OF SANTA ROSA - GARAGE	55 STONY POINT RD	1-4 YD RECYCLE (LOADING DOCK)
CITY OF SANTA ROSA - GARAGE	55 STONY POINT RD	1-4 YD RECYCLE (MECH SHOP)
CITY OF SANTA ROSA - GARAGE	55 STONY POINT RD	1-6 YD RECYCLE (GAS STATION)
CITY OF SANTA ROSA - GATEWAY PARK	SANTA ROSA & SONOMA AVE	3-96 GAL AUTO CANS 2XWEEK

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CITY SERVICE UNIT NAME	CITY SERVICE UNIT ADDRESS	CITY SERVICE UNIT DESCRIPTION
CITY OF SANTA ROSA - GENERAL	4300 LLANO RD	1-30 YD NO CHARGE
CITY OF SANTA ROSA - HAMPTON WOODS TRAIL PARK	YULUPA CIR	1-96 GAL AUTO CAN 1XWEEK
CITY OF SANTA ROSA - HARVEST PARK	245 BURT ST	6-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - HARVEST PARK	245 BURT ST	4-96 RECYCLE CANS (FREE SVC)
CITY OF SANTA ROSA - HAYDN VILLAGE PARK	1400 TAMMY WAY	1-96 GAL AUTO CAN 2XWEEK
CITY OF SANTA ROSA - HIDDEN VALLEY PARK	3455 BONITA VISTA DR	2-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - HOWARTH PARK (BALLFIELD)	630 SUMMERFIELD RD	2-6 YD 2XWEEK
CITY OF SANTA ROSA - HOWARTH PARK (BALLFIELD)	630 SUMMERFIELD RD	8-96 GAL AUTO CANS 3XWEEK
CITY OF SANTA ROSA - HOWARTH PARK (BARN/PONY CORRAL)	630 SUMMERFIELD RD	2-96 GAL AUTO CANS 3XWEEK
CITY OF SANTA ROSA - HOWARTH PARK (BOAT DOCK)	630 SUMMERFIELD RD	1-6 YD 2XWEEK
CITY OF SANTA ROSA - HOWARTH PARK (BOAT HOUSE)	630 SUMMERFIELD RD	4-96 GAL AUTO CANS 3XWEEK
CITY OF SANTA ROSA - HOWARTH PARK (BOULDER WALL AREA)	630 SUMMERFIELD RD	2-96 GAL AUTO CANS 3XWEEK
CITY OF SANTA ROSA - HOWARTH PARK (CITY PARKS)	630 SUMMERFIELD RD	1-20 YD NO CHARGE- GREENWASTE
CITY OF SANTA ROSA - HOWARTH PARK (CAROUSEL)	630 SUMMERFIELD RD	1-2 YD 2XWEEK
CITY OF SANTA ROSA - HOWARTH PARK (CITY PARKS)	630 SUMMERFIELD RD	1-20 YD NO CHARGE- GREENWASTE
CITY OF SANTA ROSA - HOWARTH PARK (CLIMBING WALL)	630 SUMMERFIELD RD	1-6 YD 2XWEEK
CITY OF SANTA ROSA - HOWARTH PARK (ENTRY ROAD)	630 SUMMERFIELD RD	1-6 YD 2XWEEK
CITY OF SANTA ROSA - HOWARTH PARK (GAZEBO)	630 SUMMERFIELD RD	1-6 YD 2XWEEK
CITY OF SANTA ROSA - HOWARTH PARK (GAZEBO)	630 SUMMERFIELD RD	5-96 GAL AUTO CANS 3XWEEK
CITY OF SANTA ROSA - HOWARTH PARK (KLAND TRAIN STATION)	630 SUMMERFIELD RD	4-96 GAL AUTO CANS 3XWEEK
CITY OF SANTA ROSA - HOWARTH PARK (LAND OF IMAGINATION)	630 SUMMERFIELD RD	9-96 GAL AUTO CANS 3XWEEK
CITY OF SANTA ROSA - HOWARTH PARK (LOWER OAK PICNIC)	630 SUMMERFIELD RD	4-96 GAL AUTO CANS 3XWEEK

<p>Exhibit 4</p> <p>City of Santa Rosa, CA</p> <p>City Service Units</p>		
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CITY SERVICE UNIT NAME	CITY SERVICE UNIT ADDRESS	CITY SERVICE UNIT DESCRIPTION
CITY OF SANTA ROSA - HOWARTH PARK (MAINTENANCE SHED)	630 SUMMERFIELD RD	1-96 GAL AUTO CANS 3XWEEK
CITY OF SANTA ROSA - HOWARTH PARK (PLAYLAND STORE)	630 SUMMERFIELD RD	1-6 YD 2XWEEK
CITY OF SANTA ROSA - HOWARTH PARK (PLAYLAND STORE)	630 SUMMERFIELD RD	3-96 GAL AUTO CANS 3XWEEK
CITY OF SANTA ROSA - HOWARTH PARK (TENNIS COURTS)	630 SUMMERFIELD RD	5-96 GAL AUTO CANS 3XWEEK
CITY OF SANTA ROSA - HOWARTH PARK (TRAIL HEAD / CYPRESS PT)	630 SUMMERFIELD RD	5-96 GAL AUTO CANS 3XWEEK
CITY OF SANTA ROSA - HOWARTH PARK (UPPER OAK PICNIC)	630 SUMMERFIELD RD	4-96 GAL AUTO CANS 3XWEEK
CITY OF SANTA ROSA - HUMBOLDT PARK	1172 HUMBOLDT ST	2-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - JACOBS PARK	850 W NINTH ST	5-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - JACOBS PARK	850 W NINTH ST	1-96 RECYCLE CAN (FREE SVC)
CITY OF SANTA ROSA - JENNINGS PARK	1688 JENNINGS AVE	7-96 GAL AUTO CANS 1XWEEK
CITY OF SANTA ROSA - JUILLIARD PARK	227 SANTA ROSA AVE	20-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - JX WILSON PARK	246 BRITTAIN LN	2-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - LBH&G	204 SANTA ROSA AVE	1-4 YD 3XWEEK
CITY OF SANTA ROSA - LBH&G	204 SANTA ROSA AVE	1-2 YD RECYCLE (FREE SVC)
CITY OF SANTA ROSA - LIVE OAK PARK	2490 DARLA DR	2-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - MARTIN LUTHER KING JR PARK	1671 HUNDLEY ST	8-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - MATANZAS PARK	1900 WOODWARD DR	2-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - MESQUITE PARK	2250 MESQUITE DR	3-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - METAL	4300 LLANO RD	1-20 YD NO CHARGE
CITY OF SANTA ROSA - METAL	55 STONY POINT RD	1-20 YD NO CHARGE
CITY OF SANTA ROSA - NAGASAWA PARK	1313 FOUNTAINGROVE PARKWAY	2-96 GAL AUTO CANS 1XWEEK
CITY OF SANTA ROSA - NAGASAWA PARK	1313 FOUNTAINGROVE PARKWAY	2-96 RECYCLE CANS (FREE SVC)
CITY OF SANTA ROSA - NIELSON RANCH PARK	3450 LAKE PARK DR	6-96 GAL AUTO CANS 1XWEEK
CITY OF SANTA ROSA - NORTH PARK	921 NORTH ST	3-96 GAL AUTO CANS 1XWEEK
CITY OF SANTA ROSA - NORTHWEST PARK	2620 W STEELE LN	31-96 GAL AUTO CANS 3XWEEK

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CITY SERVICE UNIT NAME	CITY SERVICE UNIT ADDRESS	CITY SERVICE UNIT DESCRIPTION
CITY OF SANTA ROSA - OAK LAKE PARK	429 GARFIELD PARK AVE	2-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - OLIVE PARK	105 ORANGE ST	6-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA – PARKING LOT #6	4 E ST	1-4 YD 2XWEEK
CITY OF SANTA ROSA – PARKING LOT #6	4 E ST	1-4 YD REC, 1-4 YD GW (FREE SVC) 2XWEEK
CREEK TRAIL SYSTEM – CREEK	CREEK & MONTGOMERY HS	1-96 GAL AUTO CAN 1XWEEK
CITY OF SANTA ROSA – KAWANA SPRINGS PARK	KAWANA SPRINGS & MEDA AVE	1-32 GAL AUTO CAN 1XWEEK
CITY OF SANTA ROSA - PARKS DEPT	55 STONY POINT RD	1-4 YD 5XWEEK
CITY OF SANTA ROSA - PARKS DEPT	55 STONY POINT RD	1-4 YD RECYCLE (FREE SVC)
CITY OF SANTA ROSA - PARKS DEPT	VARIOUS ADDRESSES	1-2 YD 2XWEEK
CITY OF SANTA ROSA (DUTCH FLOHR PARK)	WHITECHAPEL WAY & EXETER DR	1-96 GAL AUTO CAN 3XWEEK
CITY OF SANTA ROSA - PEARBLOSSOM PARK	2850 EDGEWATER DR	2-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - PETER SPRINGS PARK	819 CARLEY RD	1-96 GAL AUTO CAN 3XWEEK
CITY OF SANTA ROSA - PETERSON LANE PARK	1719 PETERSON LN	4-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - PIONEER PARK	2062 PETERSON LN	9-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - PMG (NORTH)	NO LISTED ADDRESS	8-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - PMG (NORTH)	NO LISTED ADDRESS	4-96 RECYCLE CANS (FREE SVC)
CITY OF SANTA ROSA - PMG (SOUTH)	NO LISTED ADDRESS	2-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - PUBLIC WORKS	FRANQUETTE AVE & MONTGOME, 00000	NO BIN ON SITE
CITY OF SANTA ROSA - PUBLIC WORKS	69 STONY CIR	1-4 YD 2XWEEK
CITY OF SANTA ROSA - PUBLIC WORKS	69 STONY CIR	1-4 YD RECYCLE (FREE SVC)
CITY OF SANTA ROSA - RAE PARK	715 RAE ST	2-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - REDHAWK PARK	3000 TERRIMAY LN	1-96 GAL AUTO CAN 1XWEEK
CITY OF SANTA ROSA - RINCON RIDGE PARK	3960 PARK GARDEN DR	5-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - RINCON RIDGE PARK	3960 PARK GARDEN DR	2-96 RECYCLE CANS (FREE SVC)
CITY OF SANTA ROSA - RINCON VALLEY COMMUNITY PARK	5108 BADGER RD	1-4 YD 2XWEEK

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CITY SERVICE UNIT NAME	CITY SERVICE UNIT ADDRESS	CITY SERVICE UNIT DESCRIPTION
CITY OF SANTA ROSA - RINCON VALLEY COMMUNITY PARK	5108 BADGER RD	2-96 RECYCLE CANS (FREE SVC)
CITY OF SANTA ROSA - RINCON VALLEY COMMUNITY PARK	5108 BADGER RD	32-96 GAL AUTO CANS 3XWEEK
CITY OF SANTA ROSA - RINCONADA PARK	4459 YUKON DR	2-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - RURAL CEMETARY	FRANKLIN ST & MONROE ST	10-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - RURAL CEMETARY	FRANKLIN ST & MONROE ST	1-20 YD GREEN WASTE
CITY OF SANTA ROSA - SAMUEL JONES HALL	4020 FINLEY AVE	1-3 YD 3XWEEK
CITY OF SANTA ROSA - SAMUEL JONES HALL	4020 FINLEY AVE	1-2 YD RECYCLE (FREE SVC)
CITY OF SANTA ROSA - SKYHAWK PARK	5750 MOUNTAIN HAWK DR	12-96 GAL AUTO CANS 1XWEEK
CITY OF SANTA ROSA - SOILS LAB	55 STONY POINT RD	1-4 YD 5XWEEK
CITY OF SANTA ROSA - SONOMA AVE PARK	729 SONOMA AVE	2-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - SOUTH DAVIS PARK	712 S DAVIS ST	2-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - SOUTHWEST PARK	1698 HEARN AVE	32-96 GAL AUTO CANS 3XWEEK
CITY OF SANTA ROSA - STEELE LANE PARK	130 SCHURMAN DR	2-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - STRAWBERRY PARK	2311 HORSESHOE DR	1-96 GAL AUTO CAN 1XWEEK
CITY OF SANTA ROSA - SWIM CENTER	455 RIDGEWAY AVE	1-3 YD 2XWEEK
CITY OF SANTA ROSA - SWIM CENTER	455 RIDGEWAY AVE	1-3 YD RECYCLE (FREE SVC)
CITY OF SANTA ROSA - TANGLEWOOD PARK	5174 OAK PARK WAY	3-96 GAL AUTO CANS 2XWEEK
CITY OF SANTA ROSA - TRAILHEAD PARK	4684 QUIGG DR	2-96 GAL AUTO CANS 1XWEEK
CITY OF SANTA ROSA - VILLAGE GREEN	3945 NEW ZEALAND	*HOA PROVIDING, PER CITY
CITY OF SANTA ROSA - WAREHOUSE	55 STONY POINT RD	1-3 YD MSW, 1-3 YD REC 2XWEEK; 1-40 YD BOX ON-CALL; 1-10 YD E-WASTE BIN 2XYEAR
CITY OF SANTA ROSA - WESTGATE PARK	203 WESTBROOK DR	1-96 GAL AUTO CAN 1XWEEK
CITY OF SANTA ROSA - WOOD	4300 LLANO RD	1-20 YD NO CHARGE
CITY OF SANTA ROSA - YOUTH PARK	1725 FULTON RD	1-4 YD 2XWEEK

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CITY SERVICE UNIT NAME	CITY SERVICE UNIT ADDRESS	CITY SERVICE UNIT DESCRIPTION
CITY OF SANTA ROSA - YOUTH PARK	1725 FULTON RD	13-96 GAL AUTO CANS 3XWEEK
CITY OF SANTA ROSA – OLD DUMP; PARKS 1-30	MENDOCINO AVE	1-2 YD RECYCLE (FREE SVC)
CITY OF SANTA ROSA #1 ELISE	55 STONY POINT RD	1-20 YD NO CHARGE
CITY OF SANTA ROSA #2	55 STONY POINT RD	1-20 YD NO CHARGE-GARBAGE
CITY OF SANTA ROSA #3	55 STONY POINT RD	2-20 YD NO CHARGE
CITY OF SANTA ROSA #4 MIN	55 STONY POINT RD	2-30 YD NO CHARGE-MSW, 1-30 YD C&D
CREEK TRAIL SYSTEM - AUSTIN CREEK	BOAS DR & CHARMIAN DR	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - AUSTIN CREEK	BENICIA DR & CULEBRA WAY	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - AUSTIN CREEK	PROSPECT AVE & SCHIAPPINO ST	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - AUSTIN CREEK	MISSION BLVD & SHERBROOK DR (E/S MISSION)	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - AUSTIN CREEK	MISSION BLVD & SHERBROOK DR (W/S MISSION)	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - AUSTIN CREEK	MISSION BLVD & SHERBROOK DR (W/S MISSION)	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - BRUSH CREEK	MONTECITO BLVD & RIVERA DR	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - BRUSH CREEK	MONTECITO BLVD & MISSION BLVD	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - BRUSH CREEK	SHADY OAK PLACE & SHADOWHILL DR	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - BRUSH CREEK	SHERBROOK DR & SHADYOAK DR	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - BRUSH CREEK	FLAT ROCK CIR & KINTYRE WAY	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - BRUSH CREEK	YULUPA CIR & YULUPA AVE	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - COLGAN CREEK	MONUMENT DR & BORON AVE	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - COLGAN CREEK	MONUMENT DR & MOJAVE AVE	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - COLGAN CREEK	DUTTON MEADOWS & BELLEVUE AVE (N-W/O DM)	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - COLGAN CREEK	DUTTON MEADOWS & BELLEVUE AVE (S-W/O DM)	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - COLGAN CREEK	BURGESS DR & BELLEVUE AVE (N-W/O BURGESS)	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - COLGAN CREEK	BURGESS DR & BELLEVUE AVE (N-E/O BURGESS)	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - COLLEGE CREEK	WEST COLLEGE AVE & STONY POINT RD	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - FORESTVIEW CREEK	FULTON RD & APPLETREE DR	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - FORESTVIEW CREEK	COUNTRY MANOR & IVY MANOR CT	1-32 MSW, 1-32 REC 1XWEEK

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CITY SERVICE UNIT NAME	CITY SERVICE UNIT ADDRESS	CITY SERVICE UNIT DESCRIPTION
CREEK TRAIL SYSTEM - KAWANAS SPRINGS CREEK	KAWANA TERRACE & MEDA AVE	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - KAWANAS SPRINGS CREEK	BEDFORD ST & LANSBURY ST	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - MATANZAS CREEK	CREEKSIDE RD & RAINIER AVE	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - MATANZAS CREEK	HAHMAN DR & ROCK CREEK DR (W/O HAHMAN)	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - NORTH DUCKER CREEK	MIDDLE RINCON RD & BAMBI LN	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - PAULIN CREEK	MCBRIDE AVE & TERRY LN	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - PAULIN CREEK	RANGE AVE & STATE FARM DR	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - PAULIN CREEK	RANGE AVE & KATY CT	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - PAULIN CREEK	HARDIES LN & TERRY RD	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - PAULIN CREEK	HARDIES LN & SNOOPY PL	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - PAULIN CREEK	COFFEY LN & BECKY CT	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - PAULIN CREEK	APACHE ST & MOHAWK ST	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - PAULIN CREEK	MARLOW RD & NATASHA CT	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - PAULIN CREEK	MARLOW RD & CROSSPOINT AVE	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - PINER CREEK	HOPPER AVE & BANYAN PL	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - PINER CREEK	PINER RD & COFFEY LN	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - PINER CREEK	BETH CT & MARLOW RD (N/O CREEK)	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - PINER CREEK	BETH CT & MARLOW RD (S/O CREEK)	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - PINER CREEK	VALDES DR & NIGHTINGALE DR (N/O VALDES)	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - PINER CREEK	VALDES DR & NIGHTINGALE DR (S/O VALDES)	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - PINER CREEK	VALDES DR & NIGHTINGALE DR (S/O VALDES)	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - PINER CREEK	BURGUNDY PL & GUERNEVILLE RD (E/O CREEK)	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - PINER CREEK	BURGUNDY PL & GUERNEVILLE RD (W/O CREEK)	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - PINER CREEK	BURGUNDY PL & GUERNEVILLE RD (N-E/O GUERNVILLE)	1-32 MSW, 1-32 REC 1XWEEK

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CITY SERVICE UNIT NAME	CITY SERVICE UNIT ADDRESS	CITY SERVICE UNIT DESCRIPTION
CREEK TRAIL SYSTEM - PINER CREEK	ZINFANDEL AVE & CABERNET	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - PINER CREEK	GUERNEVILLE RD & CENTURIAN DR	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - PINER CREEK	GUERNEVILLE RD (NEAR 196 MARLOW RD)	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - PINER CREEK	CADENCE WAY & FULTON RD	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - PINER CREEK	SALISBURY CIR & SEVEN GABLES DR	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - PINER CREEK	GREENVALE CT & FULTON RD	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - PINER CREEK	FULTON RD & FULTON PL	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - POPPY CREEK	CARR AVE & KING ST	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - ROSELAND CREEK	BURBANK AVE & HUGHES AVE	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - SANTA ROSA CREEK	MISSION CIR & MISSION BLVD	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - SANTA ROSA CREEK	STREAMSIDE DR & CALLOWAY DR	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - SANTA ROSA CREEK	FLAT ROCK CIR & KINTYRE WAY	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - SANTA ROSA CREEK	YULUPA CIR & YULUPA AVE	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - SANTA ROSA CREEK	SONOMA AVE & SOUTH A ST	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - SANTA ROSA CREEK	PIERSON ST & W 6TH ST (S-E/O PIERSON ST)	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - SANTA ROSA CREEK	PIERSON ST & W 6TH ST (S-W/O PIERSON ST)	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - SANTA ROSA CREEK	PIERSON ST & W 6TH ST (N-W/O PIERSON ST)	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - SANTA ROSA CREEK	DUNCAN ST & FLORENCE ST	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - SANTA ROSA CREEK	STONY POINT RD & GLENBROOK DR (E/O STONY POINT RD)	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - SANTA ROSA CREEK	STONY POINT RD & GLENBROOK DR (E/O STONY POINT RD)	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - SANTA ROSA CREEK	STONY POINT RD & GLENBROOK DR (W/O STONY POINT RD)	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - SANTA ROSA CREEK	STONY POINT RD & STONY CIR	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - SANTA ROSA CREEK	MALIBU CIR & W 3RD ST	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - SANTA ROSA CREEK	GADS HILL ST & FULTON RD	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - SANTA ROSA CREEK	PLACER CT & FULTON RD	1-32 MSW, 1-32 REC 1XWEEK

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CITY SERVICE UNIT NAME	CITY SERVICE UNIT ADDRESS	CITY SERVICE UNIT DESCRIPTION
CREEK TRAIL SYSTEM - SANTA ROSA CREEK	FULTON RD & SEQUOIA CIR	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - SANTA ROSA CREEK	FULTON RD & PLACER CT (S-E/O FULTON)	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - SANTA ROSA CREEK	FULTON RD & PLACER CT (N-W/O FULTON)	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - SANTA ROSA CREEK	FULTON RD & PLACER CT (S-W/O FULTON)	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - SANTA ROSA CREEK	COUNTRYSIDE CIR & FULTON RD	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - SPRING CREEK	SPRING CREEK DR & COLORADO BLVD	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - SPRING CREEK	YULUPA AVE & PRINCETON DR	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - SPRING CREEK	PRINCETON DR & FRANQUETTE AVE	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - SPRING CREEK	HAHMAN DR & ROCK CREEK DR	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - STEELE CREEK	HERBERT ST & JENNINGS AVE	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - STEELE CREEK	RIDLEY AVE & GREENEICH AVE	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - STEELE CREEK	JENNINGS AVE & MARLOW RD	1-32 MSW, 1-32 REC 1XWEEK
CREEK TRAIL SYSTEM - STEELE CREEK	ZINFANDEL & MARLOW RD	1-32 MSW, 1-32 REC 1XWEEK
DOWNTOWN GARBAGE RECEPTACLE	COURTHOUSE SQUARE	20-32 GAL MSW, 20-32 GAL REC 5XWEEK
DOWNTOWN GARBAGE RECEPTACLE	1ST ST & SANTA ROSA AVE	2-32 CITY CAN 3XWEEK
DOWNTOWN GARBAGE RECEPTACLE	COMSTOCK MALL (BTWN D ST & SR AVE)	6-32 CITY CAN 3XWEEK
DOWNTOWN GARBAGE RECEPTACLE	COMSTOCK MALL (BTWN D ST & SR AVE)	1-32 RECYCLE 3XWEEK
DOWNTOWN GARBAGE RECEPTACLE	B ST	6-32 CITY CAN 3XWEEK
DOWNTOWN GARBAGE RECEPTACLE	B ST	1-32 RECYCLE 3XWEEK
DOWNTOWN GARBAGE RECEPTACLE	7TH ST	2-32 CITY CAN 3XWEEK
DOWNTOWN GARBAGE RECEPTACLE	7TH ST	1-32 RECYCLE 3XWEEK
DOWNTOWN GARBAGE RECEPTACLE	5TH ST & D ST	2-32 CITY CAN 3XWEEK
DOWNTOWN GARBAGE RECEPTACLE	5TH ST & D ST	1-32 RECYCLE 3XWEEK
DOWNTOWN GARBAGE RECEPTACLE	4TH ST (BTWN B ST & MENDOCINO)	7-32 CITY CAN 3XWEEK
DOWNTOWN GARBAGE RECEPTACLE	4TH ST (BTWN B ST & MENDOCINO)	1-32 RECYCLE 3XWEEK
DOWNTOWN GARBAGE RECEPTACLE	4TH ST (BTWN D ST & MENDOCINO)	10-32 CITY CAN 3XWEEK
DOWNTOWN GARBAGE RECEPTACLE	4TH ST (BTWN D ST & E ST)	13-32 CITY CAN 3XWEEK
DOWNTOWN GARBAGE RECEPTACLE	4TH ST (BTWN D ST & E ST)	1-32 RECYCLE 3XWEEK
DOWNTOWN GARBAGE RECEPTACLE	MENDOCINO AVE (SOUTH OF 5TH ST)	4-32 CITY CAN 3XWEEK
DOWNTOWN GARBAGE RECEPTACLE	3RD ST	3-32 CITY CANS 3XWEEK
DOWNTOWN GARBAGE RECEPTACLE	10TH ST	1-32 CITY CAN 3XWEEK
DOWNTOWN GARBAGE RECEPTACLE	4TH ST & COLLEGE	2-32 CITY CAN 3XWEEK
DOWNTOWN GARBAGE RECEPTACLE	5TH ST (PARKING LOT ENTRANCE)	1-32 CITY CAN 3XWEEK

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CITY SERVICE UNIT NAME	CITY SERVICE UNIT ADDRESS	CITY SERVICE UNIT DESCRIPTION
DOWNTOWN GARBAGE RECEPTACLE	5TH ST (PARKING LOT ENTRANCE)	1-32 RECYCLE 3XWEEK
PORTABLE TOILET - DOYLE PARK	700 HOEN AVE	1-HANDICAP PORTALET (PERMANENT)
PORTABLE TOILET - FRANKLIN PARK	2095 FRANKLIN AVE	1-HANDICAP PORTALET (PERMANENT)
PORTABLE TOILET - HOWARTH PARK (CAMP WATAM)	630 SUMMERFIELD RD	4-STANDARD PORTALET (SEASONAL – 11 WEEKS SUMMER)
PORTABLE TOILET - HOWARTH PARK (CAMP WATAM)	630 SUMMERFIELD RD	1-HANDICAP PORTALET (SEASONAL – 11 WEEKS SUMMER)
PORTABLE TOILET - HOWARTH PARK (TENNIS COURTS)	630 SUMMERFIELD RD	1-STANDARD PORTALET (PERMANENT)
PORTABLE TOILET - HOWARTH PARK (TENNIS COURTS)	630 SUMMERFIELD RD	1-HANDICAP PORTALET (PERMANENT)
PORTABLE TOILET - HOWARTH PARK (BASEBALL DIAMOND)	630 SUMMERFIELD RD	2-STANDARD PORTALET (PERMANENT)
PORTABLE TOILET - HOWARTH PARK (SPRING BREAK CAMP)	630 SUMMERFIELD RD	1-STANDARD PORTALET (SEASONAL - 1-WEEK SPRING)
PORTABLE TOILET - HOWARTH PARK (SPRING BREAK CAMP)	630 SUMMERFIELD RD	1-HANDICAP PORTALET (SEASONAL - 1-WEEK SPRING)
PORTABLE TOILET - JUILLIARD PARK	227 SANTA ROSA AVE	1-STANDARD PORTALET (PERMANENT)
PORTABLE TOILET - JUILLIARD PARK	227 SANTA ROSA AVE	1-HANDICAP PORTALET (PERMANENT)
PORTABLE TOILET - NORTHWEST PARK (SOCCER FIELD)	2620 W STEELE LN	1-STANDARD PORTALET (PERMANENT)
PORTABLE TOILET - NORTHWEST PARK (SOCCER FIELD)	2620 W STEELE LN	1-HANDICAP PORTALET (PERMANENT)
PORTABLE TOILET - NORTHWEST PARK (SOFTBALL #2)	2620 W STEELE LN	1-STANDARD PORTALET (PERMANENT)
PORTABLE TOILET - NORTHWEST PARK (SOFTBALL #3)	2620 W STEELE LN	1-STANDARD PORTALET (PERMANENT)
PORTABLE TOILET - NAGASAWA PARK	1313 FOUNTAINGROVE PARKWAY	1-HANDICAP PORTALET (PERMANENT)
PORTABLE TOILET - BAYER PARK & GARDENS	1550 WEST AVE	1-STANDARD PORTALET (PERMANENT)
PORTABLE TOILET - BAYER PARK & GARDENS	1550 WEST AVE	1-HANDICAP PORTALET (PERMANENT)

Exhibit 4
City of Santa Rosa, CA
CITY SERVICE UNITS

<u>CITY SERVICE UNITS RECEIVING STREET SWEEPING</u>			
<u>Name</u>	<u>Address</u>	<u>Frequency</u>	<u>Time Restrictions</u>
Laguna Treatment Plant (Est. area 3 miles)	4300 Llano Rd	1x per month	Midnight to 6am; weekdays only
Compost Facility (70,000 sq. ft.)	4301 Llano Rd	1x per week	Midnight to 6am; weekdays only
UFO Yard	35 Stony Point Rd	1x per month	
City Hall Parking Lots		2x per month	Midnight to 6am; weekdays only
All City Park Parking Lots		2x per month	7:30am to 5pm
Fire Training Center Parking Lot	2126 W. College Ave	On call (avg. 1x per month)	6am to 4pm; weekdays only
9 th St Bird Rookery (1,200 sq. ft. – 2 median islands)		3x per week (April- August only)	6am to 4pm; weekdays only
Median Islands (incl. 2- way left turn lanes)		2x per month	10pm to 6am; Monday- Saturday only
Courthouse Square		On call (avg. 2x per month)	
Unscheduled Street Sweeping	Various – Upon request by City	500 hours each Agreement Year	None

NOTE: If sweeping of any of the above areas occurs in the course of performing general sweeping of CITY streets under Section 10.07, it shall be counted towards the frequencies listed above. (For example, if CONTRACTOR sweeps the W. 9th Street Bird Rookery area in a given week as part of its general street sweeping, CONTRACTOR shall only be required to sweep that area two additional times that week.)

Exhibit 5
City of Santa Rosa, CA
DESIGNATED FACILITIES

Disposal Facility

Sonoma County Landfill/Transfer System (*Central Landfill and County Transfer Stations owned by Sonoma County and operated by Republic Services of Sonoma County, Inc.*)

Recyclable Material Processing Facility

Source separated recyclables will be delivered to the Timber Cove Recycling Facility at 3417 Standish Ave., Santa Rosa, CA.

Organic Waste Processing Facility

Source separated residential organics will be delivered to the Healdsburg Transfer Station or the Sonoma Transfer Station. From there the material will be delivered to:

- Recology Jepson Prairie Organics (JPO) at 6426 Hay Rd, Vacaville, CA; and/or
- Recology Blossom Valley Organics - North (BVON) at 6133 Hammett Ct, Modesto, CA;
- Redwood Landfill and Recycling Center composting facility at 8950 Redwood Highway, Novato, CA;
- Cold Creek Compost at 6000 Potter Valley Road, Ukiah, CA; and/or
- Napa Recycling & Composting Facility at 820 Levitin Way, American Canyon, CA.

Source separated commercial Food Waste will be delivered to the Sonoma County Landfill/Transfer System (*Central Landfill and County Transfer Stations owned by Sonoma County and operated by Republic Services of Sonoma County, Inc.*).

Corporation/Maintenance Facility

Route truck parking, container storage and repair, and maintenance will be housed at 3296 Dutton Ave., Santa Rosa, CA and 3400 Standish Ave., Santa Rosa, CA.

Administration/Customer Service Facility

Administrative, customer service, billing, and payment operations will be conducted at 3400 Standish Ave., Santa Rosa, CA

Exhibit 6
City of Santa Rosa, CA
APPROVED SUBCONTRACTORS

The following subcontractors are approved for distribution of Containers to customers:

- Toter, Inc.
- Consolidated Fabricators
- Wastequip

Exhibit 7
City of Santa Rosa, CA
CITY-SUPPORTED EVENTS

The following are the currently expected City-Supported Events that shall receive services as provided for in Section 10.03.

Event/Activity
Cinco de Mayo Festival - Roseland
Day of Caring
Downtown Wednesday Night Market
Earth Day Festival
AMGEN Tour of California
Levi's King Ridge Gran Fondo
Luther Burbank Rose Parade
West End Farmer's Market
Winterblast
Day of the Dead
Iron Man
Pliny the Elder Release
The Human Race
St Patrick's Day 5K
Live at Juilliard Concerts
Recreation & Parks Volunteer Events
Matsuri Japanese Festival

<p>Exhibit 8 City of Santa Rosa, CA TRANSITION PLAN</p>	
IMPLEMENTATION TASK	TIMELINE*
Agreement Executed	Est. Aug. 31, 2017
Equipment & Procurement	
Trucks	
Place order for Collection Vehicles	Est. Sep. 1, 2017
Truck manufacturing	Est. Sep. 1, 2017 – Mar. 31, 2018
Delivery of new Collection Vehicles	Est. Apr. 2 – Apr. 13, 2018
Truck testing	Est. Apr. 14 – May 11, 2018
Truck electronics	
Order truck equipment (including onboard computer, on-board video safety system)	Est. Feb. 5, 2018 – Feb. 23, 2018
Install truck technology	Est. Apr. 14 – May 11, 2018
Load and test software	Est. Apr. 14 – May 11, 2018
Carts	
Place cart inventory order	Est. Sep. 1, 2017
Cart manufacturing	Est. Sep. 1, 2017 – Dec. 3, 2017
Receive carts (rolling deliveries)	Est. Dec. 31, 2017 – Jan. 31, 2018
Exchange carts	Est. Feb. 1, 2018 – May 31, 2018
Bins	
Place bin inventory order	Est. Sep. 1, 2017
Bin manufacturing	Est. Sep. 1, 2017 – Dec. 3, 2017
Receive bins	Est. Dec. 31, 2017 – Jan. 31, 2018
Exchange bins	Est. Feb. 1, 2018 – May 31, 2018
Route Development	
Download data into routing software	Est. Sep. 1, 2017 – Sep. 15, 2017
Residential Route Development	Est. Sep. 18, 2017 – Oct. 20, 2017
Commercial / MFD Route Development	Est. Sep. 18, 2017 – Oct. 20, 2017
Create Final route maps	Est. Oct. 23, 2017 – Dec. 29, 2017
Employee Onboarding and Training	
Recruit and hire Drivers	Est. Sep. 1, 2017 – Dec. 8, 2017
Conduct Driver training	Est. Dec. 11, 2017 – Dec. 31, 2017
Recruit and hire Customer Service Specialists (CSSs) ahead of Call Center live date	Est. Sep. 1, 2017 – Nov. 1, 2017
Conduct CSS training	Est. Sep. 1, 2017 – Nov. 1, 2017
Recruit and hire Waste Zero Specialists, Waste Zero Manager, and Public Education Manager	Est. Sep. 1, 2017 – Nov. 1, 2017
Conduct Waste Zero Specialists training	Est. Sep. 1, 2017 – Nov. 1, 2017

<p>Exhibit 8 City of Santa Rosa, CA TRANSITION PLAN</p>	
IMPLEMENTATION TASK	TIMELINE*
Customer Service	
Place equipment/supplies purchase order	Est. Sep. 1, 2017 – Sep. 15, 2017
Install local operating software and equipment	Est. Sep. 18, 2017 – Sep. 29, 2017
Call Center live	Est. Nov. 1, 2017
Customer Notification & Public Education	
Establish customer website	Est. Sep. 1, 2017 – Nov. 1, 2017
Design Residential Program Brochures and other educational material	Est. Sep. 5, 2017 – Dec. 15, 2017
Design Commercial Program Brochures and other educational material	Est. Sep. 5, 2017 – Dec. 15, 2017
Design Multifamily Program Brochures and other educational material	Est. Sep. 5, 2017 – Dec. 15, 2017
Conduct Recycling Blitz	Est. Nov. 1, 2017 – Dec. 31, 2017

* Timeline assumes the Agreement is executed on or before August 31, 2017. If execution occurs later, the timeline will be adjusted accordingly. The dates indicated are estimates only. Binding dates are as set forth in the body of the Agreement.

Exhibit 9
City of Santa Rosa, CA
EDUCATION AND OUTREACH PLAN

9.1 Public Education Program

Contractor's public education program will be led by a dedicated Public Education Manager, who will be responsible for:

- Designing and executing the annual Education and Outreach Plan
- Working directly with the City to finalize Education and Outreach programs
- Coordinating outreach efforts and community events with the City, local businesses, and other community organizations
- Designing public outreach and education material

The four dedicated Waste Zero Specialists will serve as Contractor's public education and diversion liaisons in the community, promoting recycling, composting, and reduced disposal in the City. They will be overseen by a Waste Zero Manager, dedicated to planning and overseeing diversion activities in the City.

The Specialists will be responsible for such tasks as:

- Offering comprehensive, multi-faceted outreach to all customers, tailored to resident and business type
- Coordinating and producing education events, including educational efforts in Santa Rosa schools.
- Supporting local community service organizations
- Offering technical assistance to help all customers implement services and optimize diversion, including on-site training for employees
- Presenting to homeowners' associations, business groups, multi-family tenants, and environmental organizations
- Conducting site visits to educate customers on diversion goals, contamination concerns, and new programs
- Conducting on-site waste audits to help customers divert more material from the MSW stream and minimize contamination in the recycling and organics stream
- Conducting waste audits at the transfer station and MRF, identifying routes that need further assistance, and providing outreach based on the location of questionable material in a load

9.2 Public Education Materials

Below is an overview of the types of public education materials Contractor will offer in the City. Exact content will be determined by the Public Education Manager in coordination with City staff:

Exhibit 9
City of Santa Rosa, CA
EDUCATION AND OUTREACH PLAN

9.2.1 Service Brochure

Upon the start of service, each customer will receive a Service Brochure describing and illustrating methods to prepare recyclable, organic, and solid waste materials for collection. The brochure will illustrate the acceptable materials for each container, and will also detail the proper set out procedures for the collection containers.

Contractor will prepare different announcements for single-family, multi-family, and commercial subscribers. Content of the Service Brochure will include:

- A complete list of programs and services provided to customers
- A list of recyclable materials that are accepted in the single-stream recycling program
- A list of organic materials that are accepted in the organics program
- Graphics and an explanation of proper set-out procedures
- Recycling and/or disposal options for Household Hazardous Waste (HHW)
- Used motor oil and oil filter collection program (single-family and multi-family only)
- Telephone numbers and website information for Contractor
- Other relevant resources

9.2.2 Multi-Family and Commercial Sorting Posters

Contractor will design and distribute posters to multi-family and commercial property managers for on-site use, illustrating the recyclable materials collection program and the commercial food scrap collection program. The commercial posters will offer information in English and Spanish.

9.2.3 Letters/Brochures/Flyers

Letters, brochures, and flyers to notify single-family, multi-family, and commercial customers of an array of topics, such as rate changes; tips on how to Reduce, Reuse, Recycle and Rot (compost); and properly handle Household Hazardous Waste. The letters, brochures, and flyers will be provided over email, posted on Contractor's website, included as billing inserts, or directly mailed to customers.

9.2.4 Commercial and Multi-Family Mandatory Recycling and Composting Notices

Notices to multi-family complexes and commercial businesses that appear to be non-compliant with mandatory diversion requirements of AB 341 and AB 1826. The notices explain why the customer may not be compliant, outline the potential consequences for non-compliance, and outline the steps customers can take to become compliant. Specialists will follow-up with customers to help them take proper action.

9.2.5 Multi-Family Resident Move-in/Move-out Guide

Exhibit 9
City of Santa Rosa, CA
EDUCATION AND OUTREACH PLAN

Contractor will work with the property manager to provide the guides for new residents. The guide will also be available for download on Contractor's website, and will include:

- The availability of on-call bulky item collection
- List of acceptable and unacceptable materials in the recycling and organics programs
- Options for hard-to-recycle items
- Household Hazardous Waste recycling and/or disposal options
- Contact Information

9.2.6 "How To" Guide for Food Scrap Collection

A graphics-based guide to describe the parameters of the food scrap collection program. The guide will include:

- List of food scrap materials that are accepted in the collection program
- List of materials that are not accepted in the food scrap collection program
- Illustrations and an explanation of proper food scrap set-out procedures
- Tips on how to mitigate odors and vectors
- List of biodegradable bags and service ware options, along with purchasing resources

9.2.7 Commercial and Multi-Family Waste Audits

Contractor's Specialists conduct in-field assessments of all three material streams to help identify and maximize diversion opportunities. To accomplish this, the Specialists will call on multi-family or commercial properties, analyze the customer's material streams, and suggest methods to help increase diversion.

9.3 Reducing Contamination

Drivers will record any identified excessive contamination into the on-board computer (OBC), which will trigger a notification to customer service and the Waste Zero Specialists. Contractor will monitor the location to determine if a higher level of service, container size, or outreach is warranted.

9.4 Engaging Residents and Businesses

Contractor will work closely with community groups, such as the Santa Rosa Chamber of Commerce, local homeowner's associations, and environmental groups. Contractor will provide outreach and educational information, participate in networking events, and host meetings to inform local businesses and property managers on the diversion tools available.

9.5 Education in the Schools

Contractor's public education and outreach strategy includes a robust program in Santa Rosa schools. The Waste Zero Specialists will work closely with public and private schools to educate

Exhibit 9
City of Santa Rosa, CA
EDUCATION AND OUTREACH PLAN

students on source reduction, reuse of materials, and participation in recycling programs. Specific programs will include:

- School assemblies: These assemblies are tailored to grade level and cover the four R's: reduce, reuse, recycle, and rot (compost)
- Classroom projects: Also tailored to grade level, these hands-on projects teach students about renewable versus non-renewable resources and encourage creative uses of everyday items to increase sustainability
- Educator resources: Contractor's Waste Zero Specialists will connect Santa Rosa educators with resources to help continue sustainability and diversion lessons throughout the school year

9.6 Staffing

The four Waste Zero Specialists, the Waste Zero Manager, and the Public Education Manager will be full-time positions (40 hours per week) and will be fully dedicated to serving customers within the City.

Exhibit 10
City of Santa Rosa, CA
DIVERSION PLAN

10.1 Achieving Diversion Targets

The Waste Zero Specialists will incrementally conduct on-site waste audits for customers over the course of the Agreement, giving higher priority to customers that appear to be out of compliance with such mandates as Assembly Bill (AB) 1826 and AB 341.

10.1.1 Single-Family Recycling Program

During the Recycling Blitz, Contractor will distribute a Program Brochure to all single-family customers, describing their new recycling services and encouraging customers to view their diversion carts as their primary means of disposal.

Contractor will work with the City and single-family residents to launch a Green Block Leader Program. The program educates residents to become local advocates of their diversion programs. Contractor staff will attend neighborhood gatherings hosted by the Green Block Leaders to educate residents on programs and services. This personal and local approach has been a successful tool to promote diversion programs among single-family residents in other Recology service areas.

10.1.2 Single-Family Organics Program

During the Recycling Blitz, Contractor will begin distributing Organics Countertop Kitchen Pails, accompanied with an Organics Kitchen Pail insert explaining the program in both English and Spanish, to all single-family customers.

To help customers participate in the organics collection program, Contractor's educational outreach will focus on parsing the topic of "food scraps recycling" into manageable customer "behaviors" that will make the change easier for residents. Contractor will set a measurable goal, determine barriers and benefits, and then develop a strategy and messaging.

The campaign message will reach the public through various tactics, such as the program brochures, public events, media, and community groups. By using this focused, integrated approach, the City will systematically increase participation in the food scrap program over time.

10.1.3 Multi-Family Recycling Program

To encourage recycling participation, Waste Zero Specialists will:

- Work with homeowners' associations, resident organizations, and property managers to educate tenants on available programs.
- Offer specialized outreach and education material, such as the Recycling "Buddy Bags" distributed during the initial Recycling Blitz.
- Conduct comprehensive, on-site waste audits to maximize recycling participation and minimize contamination.
- Recommend service level changes and container placement to optimize participation.

Exhibit 10
City of Santa Rosa, CA
DIVERSION PLAN

- Suggest additional equipment, if necessary. This could include compactors for buildings with space constraints, or helping to find creative solutions to accommodate container placement for the three material streams.

10.1.4 Multi-Family Organics Program

Under this program, the Waste Zero Specialists will offer multi-family properties comprehensive waste audits and tailored outreach and education specific to implementing organics programs at their properties. This will include:

- Comprehensive, on-site waste audits to maximize organics participation and minimize contamination.
- Partnerships with homeowners' associations, resident organizations, and property managers to educate tenants on organics.
- Organics 101 Workshops, led by a Contractor's Waste Zero Specialist. The Workshop:
 - Discusses the materials accepted in the complex's organics program
 - Educates residents on the environmental benefits of composting
 - Provides details on steps to participate in the program
 - Introduces the residents' Organics Kitchen Pail, to aid in countertop collection
 - Provides an array of educational materials, developed in coordination with the City.

10.1.5 Commercial Recycling Program

The program will focus on helping high-volume generators to comply with state mandates early on, while ramping up diversion efforts over the course of the Collection Services Agreement. Contractor anticipates that the program will develop as follows:

- Agreement year 1: Contractor will provide outreach materials to all commercial accounts that subscribe for 8 CY or more of MSW volume per week. Accounts producing large amounts of MSW typically have greater recycling opportunities that have not yet been realized. These customers will be encouraged to adjust their service levels and behavior to capture more recycling.
- Agreement year 2: Expand the program's threshold to provide outreach materials to commercial customers that subscribe for 4-7 CY of MSW volume per week.
- Agreement years 3 and 4: Adjust the program to provide outreach materials to commercial customers with a 50% diversion level or less (based on subscribed volume for all material streams, including organics).
- Agreement years 5 and beyond: Adjust the program further to provide outreach materials to commercial customers with a 25% diversion level or less (based on subscribed volume for all material streams, including organics).

Exhibit 10
City of Santa Rosa, CA
DIVERSION PLAN

Contractor's Waste Zero Specialists will conduct waste audits and tailored outreach during the various phases of the Recycling Outreach Program. The waste audits will analyze a particular customer's material stream, with a focus on the diversion options available to customers by business type. The assessments include:

- Verification of Services: The Waste Zero Specialist will document container sizes, quantity, and bin descriptions (such as bin numbers and specifications)
- Assessment: Taking into account the total volume of material, the Waste Zero Specialist will evaluate the percentage in each category: organic, recycling, and solid waste
- Follow up with customer: The customer will be notified of the assessment results and any service level recommendations

After the customer agrees to implement the assessment recommended changes, the Waste Zero Specialist may:

- Work with Contractor's Operations and Customer Service departments to implement service level changes
- Recommend additional equipment, if necessary. This could include compactors for buildings with space constraints, or helping to find creative solutions to accommodate container placement for three material streams.
- Provide Public Educational Tools: Posters, flyers, brochures, and internal containers.
- Provide further educational material, presentations, and on-site training for employees.

10.1.6 Commercial Organics Program

This program helps commercial customers implement organics collection programs, helping customers to comply with AB 1826 and increase their overall diversion rates to help achieve the City's goals. The messaging of the Commercial Organics Program will be communicated to customers alongside the messaging of the Commercial Recycling Program, helping customers embrace the concept of a three-material stream sorting system. Contractor anticipates that the program will develop as follows:

- Agreement year 1: Outreach materials will be provided to all commercial accounts that are estimated to generate 4 CY or more of organics per week to encourage them to participate in organics service and comply with the requirements of AB 1826.
- Agreement year 2: The program will be expanded to provide outreach materials to customers who subscribe for 4 CY or more of MSW volume per week.
- Agreement years 3 and 4: The program will focus on providing outreach materials to customers with a 50% diversion level or less (based on subscribed volume for all material streams, including recycling).

Exhibit 10
City of Santa Rosa, CA
DIVERSION PLAN

- Agreement years 5 and beyond: The program will focus on providing outreach materials to customers with a 25% diversion level or less (based on subscribed volume for all material streams, including recycling).

Similar to the Commercial Recycling Outreach Program, the Organics Program will include waste audits (conducted in tandem with the Commercial Recycling Program waste audits) and tailored educational outreach to optimize organics participation.

10.5 Reducing Contamination

Drivers will observe cart and container contents as they are emptied into the vehicle through a video camera in the intake area of the hopper. Front-load drivers will also check the contents of containers as they are moved into position to be serviced.

If the driver sees excessive contamination, the driver will record the observation on the on-board computer (OBC). This will trigger a ticket to customer service.

Contractor's Customer Service Specialists and Waste Zero Specialists will be able to follow-up with customers exhibiting frequent excessive contamination to encourage them to adopt proper sorting habits.

Contractor's waste audits are a valuable tool to help multi-family and commercial customers reduce contamination. When conducting the waste audits, Contractor's Waste Zero Specialists will identify any possible contamination issues in the recycling and organics streams, and provide appropriate educational tools or suggest adjusted service subscription levels to combat contamination.

Exhibit 11
City of Santa Rosa, CA
CUSTOMER SERVICE PROGRAM PLAN

11.1 Call Center/Customer Service Office Hours of Operation

The Customer Service Office shall be open to the public and operate between the hours of 7:00 AM to 6:00 PM, Monday through Friday, and 7 AM to 3 PM on Saturdays. The Customer Service Office will be located at 3400 Standish Ave in Santa Rosa.

11.2 Customer Service Workflow

The Call Center will be equipped with a ShoreTel Voice Over IP (VOIP) phone system with unified communications and contact center capabilities, or a telecommunication system with similar functionality.

The ShoreTel system allows Contractor to create customized queues for Automatic Call Distribution (ACD). Any call is routed through the ShoreTel system, placed into the appropriate queue, and automatically distributed to the next available CSSs. Supervisors will monitor progress in the queue.

All customer data and interactions are recorded in the Contractor Customer Relationship Management (RCRM) system, an IBM iSeries-based system. The system records the history of all customer-related service and interactions, including:

- Customer and service level information
- Billing and payment history
- Customer service issues and inquiries
- Routing
- Ticketing
- Dispatching

For each service request, a work order (or “ticket”) is created in the RCRM system. The tickets are time-stamped, and remain open until the request is completed. Once completed, a “resolution” is entered in the system, featuring a closing date, time, and detailed nature of the inquiry/resolution.

Contractor Customer Service Specialists (CSS) will also address in-office inquiries, such as billing questions, service adjustments, and opening or closing accounts. Route dispatchers ensure that any inquiry that needs to be addressed in the field (such as special pickup requests) is dispatched to the appropriate driver and addressed as soon as possible.

Customer concerns requiring a follow-up call will be entered as “tickets” in the RCRM system and sent to either a Route Supervisor or a CSS for call back within 24 hours of resolution.

Contractor’s resolution procedures provide a number of opportunities for drivers to address work order tickets as they arise in the field:

Exhibit 11
City of Santa Rosa, CA
CUSTOMER SERVICE PROGRAM PLAN

- Drivers will communicate customer inquiries encountered on their route (including service level changes) in the on-board computer system back to dispatch for customer service follow-up. This is linked to the RCRM system, populating any work order tickets in the queue to be appropriately addressed by CSSs.
- Dispatchers will send work order tickets to the driver mid-route if necessary. The tickets appear on the driver's on-board computer screen, allowing the driver to respond quickly.
- Before returning from their route, drivers will also check in with the dispatcher for any outstanding work order tickets. If there are no work order tickets, the driver will be cleared to return to the yard.

When the driver returns to the yard at the end of the shift, the dispatcher will if necessary debrief the driver and review any tickets that were sent via the on-board computer system throughout the day. Any tickets for resolution by the Operations Supervisor will be created.

Contractor will create an open ticket report at the end of each day to ensure open tickets are delivered to dispatch for distribution to drivers. Copies of open ticket reports will be provided to department managers at the close of each business day if necessary so the manager may follow up on outstanding concerns and appropriately distribute workloads.

11.3 Billing Inquires

Billing is a module within the RCRM software, and customer service information and billing information are therefore fully integrated. Customers with billing concerns can contact the call center, where all CSS are trained to address billing concerns and make adjustments as necessary in the RCRM system.

Billing for on-call and roll-off services will immediately reflect all changes made to service levels. When roll-off work orders are confirmed and posted, charges for exchanges or pulls will be created. These charges refer back to the service that generated them and are viewable by CSSs. Any charges generated for additional services, such as a third on-call collection, and any credits are also available for review by CSSs.

All charges and credits will appear on the bill that is provided to the customer, and a history of those bills is available to the CSSs for review. This data aids the CSSs with answering customer billing questions.

Customers can also access the Contractor website 24 hours a day, seven days a week to view and pay their bill or submit billing inquiries.

11.4 Website

Contractor will maintain a webpage tailored to the City of Santa Rosa, equipped with online account management capabilities.

Exhibit 11
City of Santa Rosa, CA
CUSTOMER SERVICE PROGRAM PLAN

Contractor will also offer a variety of other information on its website designed to educate customers on Contractor's services and programs. Content will be tailored to the City, and could include:

- Links to outreach and education materials
- Announcements on new programs and services
- Standard service descriptions
- A "Contact Us" function, allowing customers to contact Contractor
- Links to upcoming events

Contractor also uses social media to help spread its Zero Waste mission and educate customers on services. Contractor will create and maintain a Facebook page specific to the City, which will serve as an additional method for Contractor to share service updates, and community events, tips on sustainable living, and news.

11.5 Customer Service Staffing Levels

Contractor's call center will be staffed with 12 Customer Service Specialists (CSSs).

Additional Contractor CSSs from other subsidiaries will be brought to the call center to help handle the influx of calls during the initial service implementation phase of approximately three months.

11.6 Payment Options

Contractor will accept bill payments online, over the telephone, by mobile application, in-person, or as recurring monthly charges.

Exhibit 12
City of Santa Rosa, CA
COLLECTION SERVICE OPERATIONS PLAN

12.1 Collection Vehicles

Contractor will introduce new 2017-2018 model year collection vehicles to service the City within nine months of the date the Agreement is executed. The 2017-2018 vehicles have an anticipated 10-year useful life.

12.2 Reducing Emissions

All new collection vehicles will be in full compliance with applicable local, state and federal clean air requirements. The vehicles will be fueled with renewable diesel.

12.3 In-Vehicle Technology

Contractor will install on-board computer (OBC) systems (such as Routeware, AMCS, AirTrak, or a system with similar functionality) in each collection vehicle serving the City.

The OBC will consist of a tablet-based onboard computer system offering electronic route lists, GPS guidance, and other capabilities. On each screen, drivers will be able to view stop-by-stop service comments, including special service requests. Dispatch and management will be able to view live route service information for the fleet.

The system electronically processes and records service data, including details on individual stops, and allows drivers to communicate in real-time with customer service and dispatch.

Contractor will use OBCs to:

- Produce electronic route books of daily stops
- Navigate routes via collected GPS information for individual stops
- Collect customer site and service information
- Monitor route status
- Monitor collection status in real time
- Monitor driver performance in real time
- Send routes and data wirelessly to trucks at any point during the day, including additional stops and “helper” routes

12.4 Vehicle Branding and Appearance

All Contractor vehicles will feature Recology’s brand identity. The vehicles will be painted white, with blue and green accents. The Recology logo with customer service telephone number and website will be prominently displayed.

12.5 Vehicle Maintenance

Contractor’s Vehicle Maintenance Program will feature three main elements:

- Preventive Maintenance
- Vehicle Condition Reports (VCRs)
- 63-Point Inspections (scheduled safety inspections)

Exhibit 12
City of Santa Rosa, CA
COLLECTION SERVICE OPERATIONS PLAN

12.5.1 Preventive Maintenance

This program is computer-generated and based on the number of hours, days, or miles a vehicle has been in service, as well as the time since the last scheduled service. The services will be completed at several vehicle operating intervals: 150, 250, 500, 1000, and 2000 hours. The services will include, but are not limited to:

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

12.5.2 Vehicle Condition Reports (VCRs)

All drivers shall complete a VCR at the beginning and end of each shift in order to identify any equipment defects, leaks, or necessary repairs and/or adjustments. The VCRs shall be signed off by mechanics and reviewed by the Maintenance Manager. Contractor's entire fleet shall be inspected every other year by the California Highway Patrol.

12.5.3 Safety Inspection

Safety inspections shall be performed at least every 90 days, and are subject to Compliance Audits by the California Highway Patrol to ensure Contractor complies with all DOT standards and regulations. Contractor's inspection shall include:

- | | | |
|-----------------------|-------------------------|----------------------|
| • Interior / Exterior | • Hoses / lines / tubes | • Emergency brake |
| • Safety devices | • Fuel pump / throttle | • Chassis |
| • Wiring | • Brakes | • Springs / shackles |
| • Horn / lighting | • Drums / lining | • Driveshaft |
| • Engine | • Governor / air brake | • Frame |
| • Radiator | application tests | |

12.6 Collection Containers

New single-family, multi-family, and commercial carts will be manufactured by Toter. Toter carts meet all the specifications of the American National Standards Institute ("ANSI") standards Z245.30-1999 and Z45.60-1999, and are watertight.

Toter carts are manufactured by rotational molding technology, with high-density polyethylene (HDPE) material, and include at least 30% post-consumer recycled content material. They include hot stamping, tamper-proof polymeric or rubber wheels with the proper load rating, attached lids, and a ten-year manufacturer's warranty.

12.6.1 Enclosed Spaces

Contractor's Waste Zero Specialists will assist customers facing space constraints, helping to fit three containers in a limited area. Furthermore, Contractor will make recommendations for additional equipment, if necessary, such as compactors.

Exhibit 12
City of Santa Rosa, CA
COLLECTION SERVICE OPERATIONS PLAN

12.6.2 Container Appearance

Carts and containers will be color-coded by material stream as follows:

- MSW: Gray
- Recycling: Blue
- Organics: Green

Contractor will color-code only the top band of each metal container, while leaving the remainder of the container gray. This band is approximately three inches in height and encircles the top of the container, and is therefore easy for customers to identify.

12.6.3 Container Maintenance Program

As required by the Collection Services Agreement, Contractor will ensure all carts and containers are properly repaired, maintained, or replaced.

Customers will be able to contact Contractor Customer Service to report any damaged carts or containers in need of replacement or repair.

Drivers monitor the carts and containers to help identify any needed repairs. If the driver notes a damaged or cracked lid, for example, the driver will make a notation in the onboard computer system to have the repair addressed.

Contractor maintains an adequate inventory of replacement parts and components for all cart and container sizes to ensure carts and containers will be placed back into service quickly.

12.7 Route Specifications

Contractor will re-evaluate routes periodically throughout the Agreement to accommodate variations in each material stream as customers begin to embrace their diversion services.

12.7.1 Collections per Hour

Contractor anticipates that automated side-loader routes will be capable of collecting approximately 120 accounts per hour, and front-loader routes will be capable of collecting about 20 accounts per hour.

12.7.2 Route Hours

Routes assume a 10-hour total workday, with approximately seven hours of active on-route time per driver per day.

12.7.3 Number of Passes

Automated side-loader routes serving cart customers will have three passes per account: one for MSW, one for recycling, and one for organics. Front loading vehicles serving customers with

Exhibit 12
City of Santa Rosa, CA
COLLECTION SERVICE OPERATIONS PLAN

metal containers will likewise have three passes: one for MSW, one for recycling, and one for organics.

12.7.4 Crew Size

Each vehicle and route will have one driver to empty carts and containers. Drivers will be responsible for emptying containers, recording pertinent information in the on-board computer system, and ensuring all carts and containers are neatly returned to their original service positions.

12.8 Route Audits

Contractor will conduct full route audits to determine whether or not the customers have service at least once per year. During these route audits, the Supervisors drive routes and observe in-field operations, ensure accurate billings and identifying possible routing optimization, adjusted collection methodologies, or additional driver training.

In addition to these full route audits, Contractor route supervisors will also:

- Spend approximately 70% of their hours in the field reviewing how services are delivered.
- Conduct frequent ride alongs with drivers to assess collection methodologies and safety.
- Conduct 20 minimum route observations per month. Route observations consist of the route supervisor observing a route from their vehicle and reviewing the overall collection practices.

12.9 Safety

All new collection drivers must:

- Possess a valid commercial driver license
- Pass a physical examination to obtain a medical card
- Pass background checks, including motor vehicle driving history and drug and alcohol testing history

New drivers receive safety orientation training, which is comprised of both classroom and hands-on field exercises.

Drivers and equipment operators will typically participate in monthly training events that address major operational topics. Weekly and ad hoc trainings will be conducted to address topics of current interest or concern. An electronic record will be maintained of the dates, topics, locations, and participants of all Contractor training events.

Driver and equipment operator safety performance will be monitored and electronic records of all events of concern will be maintained by Contractor.

Exhibit 12
City of Santa Rosa, CA
COLLECTION SERVICE OPERATIONS PLAN

Contractor will maintain electronic records of all driver and equipment operator qualifications data, including current licenses and certifications, and the results of pre-employment, random, and post-accident drug and alcohol tests.

12.10 Hazardous Waste Management

If a driver identifies hazardous waste in a collection cart or container, the driver will note the presence of hazardous waste in the on-board computer so the information is available on the customer's account. The driver will also contact the Route Supervisor. The Route Supervisor will investigate and initiate appropriate action to assure public safety.

All Contractor supervisors receive Hazardous Waste Operations and Emergency Response (HAZWOPER) training to ensure they are prepared to respond to an emergency.

12.11 Diversion and Tonnage Reporting

Contractor will ensure that all reports needed by the City are provided in a timely manner, and in a mutually agreed upon format. Contractor will if requested by City transmit the reports to the City electronically through an FTP site.

The tonnage collected will be reported using scale data from the receiving facilities (such as the transfer station, Timber Cove, JPO, and RBVON). Contractor will use daily weight tags from each site. Residual solid waste at Timber Cove, JPO, and RBVON is weighed out while leaving each facility, and will be taken into account in Contractor's reporting.

12.12 Street Sweeping

Street sweeping services will be provided in accordance with Exhibit 4 and Sections 10.07.1-10.07.34 of the Agreement. New sweeper vehicles will be introduced within nine months of execution of the Agreement. Like collection vehicles, the new sweeper vehicles shall be in full compliance with applicable local, state and federal clean air requirements, will be fueled with renewable diesel, will be equipped with OBCs, and will feature Recology's brand identity.

Exhibit 13 City of Santa Rosa, CA VEHICLE SPECIFICATIONS (Automated Side Loader)	
1. Service:	<input checked="" type="checkbox"/> Garbage <input checked="" type="checkbox"/> Recyclable Material <input checked="" type="checkbox"/> Organic Waste <input checked="" type="checkbox"/> Food Waste Only
2. Manufacturer and Model	
a. Cab and Chassis	Autocar
b. Body.	New Way
c. Engine	Cummins
d. Transmission	Allison
3. Cab and Chassis:	
a. Cab Height	102"
b. Number of Axles	4
c. Overall Length with Body Mounted	415"
4. Body	
a. Type of Body	Automated Side Loader
b. Rated Capacity	29 CY
c. Practical or Net Capacity	29 CY
d. No. of Collection Compartments	1
e. Net Capacity of Each Compartment	29 CY
f. Overall Body Length	286"
g. Body Height	108"
h. Body Width	96"
i. Loading Height Above Ground	Minimum 66" / Maximum 90"
5. Weight	GVW 58,000 lbs. / Tare 33,000 lbs.
6. Will the vehicles be owned, leased, or other?	Owned
7. Purchase cost of each vehicle	\$293,000
8. Fuel type	Renewable Diesel
9. Fuel usage	2.0 mpg
10. Average fuel per fill	20 gal/fill
11. Average fills per day	1 fills/day
12. Average fills per week (M-F)	5 fills/week
13. Emissions rating	
a. CO	0.05 g/bhp/hr
b. HC (total hydrocarbons)	0.01 g/bhp/hr
c. NOx	0.19 g/bhp/hr
d. Particulate Matter	0.00 g/bhp/hr
14. Safety Features	Fire extinguisher, spill kit
15. Color	White, blue, and green
16. GPS Monitoring and Tracking Features	All vehicles will have on-board computer systems (OBC).

Exhibit 13 City of Santa Rosa, CA VEHICLE SPECIFICATIONS (Split Chamber Side Loader)	
1. Service:	<input checked="" type="checkbox"/> Garbage <input checked="" type="checkbox"/> Recyclable Material <input checked="" type="checkbox"/> Organic Waste <input checked="" type="checkbox"/> Food Waste Only
2. Manufacturer and Model	
a. Cab and Chassis	Autocar
b. Body.	New Way
c. Engine	Cummins
d. Transmission	Allison
3. Cab and Chassis:	
a. Cab Height	102"
b. Number of Axles	3
c. Overall Length with Body Mounted	415"
4. Body	
a. Type of Body	Split Chamber Side Loader
b. Rated Capacity	29 CY
c. Practical or Net Capacity	29 CY
d. No. of Collection Compartments	1
e. Net Capacity of Each Compartment	29 CY
f. Overall Body Length	286"
g. Body Height	108"
h. Body Width	96"
i. Loading Height Above Ground	Minimum 66" / Maximum 90"
5. Weight	GVW 50,000 lbs. / Tare 31,000 lbs.
6. Will the vehicles be owned, leased, or other?	Owned
7. Purchase cost of each vehicle	\$284,000
8. Fuel type	Renewable Diesel
9. Fuel usage	2.0 mpg
10. Average fuel per fill	20 gal/fill
11. Average fills per day	1 fills/day
12. Average fills per week (M-F)	5 fills/week
13. Emissions rating	
a. CO	0.05 g/bhp/hr
b. HC (total hydrocarbons)	0.01 g/bhp/hr
c. NOx	0.19 g/bhp/hr
d. Particulate Matter	0.00 g/bhp/hr
14. Safety Features	Fire extinguisher, spill kit
15. Color	White, blue, and green
16. GPS Monitoring and Tracking Features	All vehicles will have on-board computer systems (OBC).

Exhibit 13 City of Santa Rosa, CA VEHICLE SPECIFICATIONS (Front End Loader)	
1. Service:	<input checked="" type="checkbox"/> Garbage <input checked="" type="checkbox"/> Recyclable Material <input checked="" type="checkbox"/> Organic Waste <input checked="" type="checkbox"/> Food Waste Only
2. Manufacturer and Model	
a. Cab and Chassis	Autocar
b. Body.	Heil
c. Engine	Cummins
d. Transmission	Allison
3. Cab and Chassis:	
a. Cab Height	102"
b. Number of Axles	4
c. Overall Length with Body Mounted	417"
4. Body	
a. Type of Body	Front End Loader
b. Rated Capacity	40 CY
c. Practical or Net Capacity	40 CY
d. No. of Collection Compartments	1
e. Net Capacity of Each Compartment	40 CY
f. Overall Body Length	457"
g. Body Height	119.5"
h. Body Width	101.5"
i. Loading Height Above Ground	N/A
5. Weight	GVW 57,500 lbs. / Tare 35,000 lbs.
6. Will the vehicles be owned, leased, or other?	Owned
7. Purchase cost of each vehicle	\$273,000
8. Fuel type	Renewable Diesel
9. Fuel usage	3.2 mpg
10. Average fuel per fill	30 gal/fill
11. Average fills per day	1 fills/day
12. Average fills per week (M-F)	5 fills/week
13. Emissions rating	
a. CO	0.05 g/bhp/hr
b. HC (total hydrocarbons)	0.01 g/bhp/hr
c. NOx	0.19 g/bhp/hr
d. Particulate Matter	0.00 g/bhp/hr
14. Safety Features	Fire extinguisher, spill kit
15. Color	White, blue, and green
16. GPS Monitoring and Tracking Features	All vehicles will have on-board computer systems (OBC).

Exhibit 13 City of Santa Rosa, CA VEHICLE SPECIFICATIONS (Roll-Off)	
1. Service:	<input checked="" type="checkbox"/> Garbage <input checked="" type="checkbox"/> Recyclable Material <input checked="" type="checkbox"/> Organic Waste <input checked="" type="checkbox"/> Food Waste Only
2. Manufacturer and Model	
a. Cab and Chassis	Autocar
b. Body	Norcal
c. Engine	Cummins
d. Transmission	Allison
3. Cab and Chassis:	
a. Cab Height	102"
b. Number of Axles	3
c. Overall Length with Body Mounted	384"
4. Body	
a. Type of Body	Roll-Off
b. Rated Capacity	N/A
c. Practical or Net Capacity	N/A
d. No. of Collection Compartments	N/A
e. Net Capacity of Each Compartment	N/A
f. Overall Body Length	290"
g. Body Height	58"
h. Body Width	96"
i. Loading Height Above Ground	N/A
5. Weight	GVW 55,500 lbs. / Tare 28,000 lbs.
6. Will the vehicles be owned, leased, or other?	Owned
7. Purchase cost of each vehicle	\$191,000
8. Fuel type	Renewable Diesel
9. Fuel usage	3.25 mpg
10. Average fuel per fill	40 gal/fill
11. Average fills per day	1 fills/day
12. Average fills per week (M-F)	5 fills/week
13. Emissions rating	
a. CO	0.05 g/bhp/hr
b. HC (total hydrocarbons)	0.01 g/bhp/hr
c. NOx	0.19 g/bhp/hr
d. Particulate Matter	0.00 g/bhp/hr
14. Safety Features	Fire extinguisher, spill kit
15. Color	White, blue, and green
16. GPS Monitoring and Tracking Features	All vehicles will have on-board computer systems (OBC).

Exhibit 13 City of Santa Rosa, CA VEHICLE SPECIFICATIONS (Street Sweeper)	
1. Service:	<input type="checkbox"/> Garbage <input type="checkbox"/> Recyclable Material <input type="checkbox"/> Organic Waste <input type="checkbox"/> Food Waste Only
2. Manufacturer and Model	
a. Cab and Chassis	Freightliner
b. Body	Tymco 600
c. Engine	Cummins
d. Transmission	Allison
3. Cab and Chassis:	
a. Cab Height	94"
b. Number of Axles	2
c. Overall Length with Body Mounted	22' 6"
4. Body	
a. Type of Body	Street Sweeper
b. Rated Capacity	7.3 CY
c. Practical or Net Capacity	6 CY
d. No. of Collection Compartments	1
e. Net Capacity of Each Compartment	6 CY
f. Overall Body Length	192"
g. Body Height	114"
h. Body Width	96"
i. Loading Height Above Ground	N/A
5. Weight	GVW 32,000 lbs. / Tare 20,000 lbs.
6. Will the vehicles be owned, leased, or other?	Owned
7. Purchase cost of each vehicle	\$223,312
8. Fuel type	Renewable Diesel
9. Fuel usage	6.0 mpg
10. Average fuel per fill	30 gal/fill
11. Average fills per day	1 fills/day
12. Average fills per week (M-F)	5 fills/week
13. Emissions rating	
a. CO	0.05 g/bhp/hr
b. HC (total hydrocarbons)	0.01 g/bhp/hr
c. NOx	0.19 g/bhp/hr
d. Particulate Matter	0.00 g/bhp/hr
14. Safety Features	Fire extinguisher, spill kit
15. Color	White, blue, and green
16. GPS Monitoring and Tracking Features	All vehicles will have on-board computer systems (OBC).

Exhibit 14
City of Santa Rosa, CA
CONTAINER SPECIFICATIONS
(Carts)

1. Services Provided	<input checked="" type="checkbox"/> Garbage <input checked="" type="checkbox"/> Recyclable Material <input checked="" type="checkbox"/> Organic Waste <input checked="" type="checkbox"/> Food Waste Only			
2. Manufacturer	Toter Inc.			
3. Material of Construction	MDPE – Medium Density Polyethylene			
4. Recycled Content (percentage)	50%			
5. Manufacturing Method	Rotational Molded			
Container Size	20 gal insert	32 gal	64 gal	96 gal
6. Color	*	*	*	*
7. Durability (in service years)	15+	15+	15+	15+
8. Cost of Each Container	\$22.00	\$39.00	\$47.00	\$54.00
9. Dimensions of Each Container (length x width x height)	18.9" x 19.6" x 28.75"	24.25" x 19.25" x 38.5"	31.75" x 24.25" x 41.75"	35.25" x 29.75" x 43.25"
10. Wheel Size	10"	10"	10"	10"
11. Manufacturer's Warranty	10 years	10 years	10 years	10 years

* Gray for Garbage; blue for Recyclable Material; green for Organic Waste and Food Waste.

Exhibit 14
City of Santa Rosa, CA
CONTAINER SPECIFICATIONS
(Bins)

1. Services Provided	<input checked="" type="checkbox"/> Garbage <input checked="" type="checkbox"/> Recyclable Material <input checked="" type="checkbox"/> Organic Waste <input checked="" type="checkbox"/> Food Waste Only				
2. Manufacturer	Wastequip and/or Consolidated Fabricators				
3. Material of Construction	Steel Body – HDPE Plastic Lids				
4. Recycled Content (percentage)	30%				
5. Manufacturing Method	Welded Body – Molded Lids				
Container Size	1 CY	2 CY	3 CY	4 CY	6 CY
6. Color	*	*	*	*	*
7. Durability (in service years)	7+	7+	7+	7+	7+
8. Cost of Each Container	\$450.00	\$540.00	\$620.00	\$740.00	\$860.00
9. Dimensions of Each Container (length x width x height)	72" x 24" x 28"	72" x 34.5" x 34.5"	72" x 41.5" x 41.5"	72" x 50.5" x 46"	72" x 66" x 50"
10. Wheel Size	6" x 2"	6" x 2"	6" x 2"	6" x 2"	Skids
11. Manufacturer's Warranty	1 year	1 year	1 year	1 year	1 year

* A 3" band at the top of each Bin will identify the material type: gray for Garbage; blue for Recyclable Material; green for Organic Waste and Food Waste.