

2022 AMENDED AND RESTATED
COLLECTION SERVICE AND STREET
SWEEPING SERVICE CONTRACT

Executed Between The
City of Rancho Cordova

And

Allied Waste Services of North America, LLC

March 21, 2022

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CITY OF RANCHO CORDOVA

1 This Contract made and entered into this **21st** day of **March**, 2022, by and between the
2 City of Rancho Cordova, a municipal corporation of the State of California, hereinafter
3 referred to as "CITY" and Allied Waste Services of North America, LLC, a Delaware
4 corporation, subsidiary of Republic Services, Inc., hereinafter referred to as
5 "CONTRACTOR".

6 Now, therefore, in consideration of the mutual covenants, Contracts and consideration
7 contained herein, CITY and CONTRACTOR hereby agree as hereinafter set forth:

8 **ARTICLE 1. Definitions**

9 For the purpose of this Collection Services and Street Sweeping Contract, hereinafter
10 referred to as "Contract", the definitions contained in this Article shall apply unless
11 otherwise specifically stated. If a word or phrase is not defined in this Article, the
12 definition of such word or phrase as contained in the appropriate chapter of the Rancho
13 Cordova Municipal Code shall control. When not inconsistent with the context, words
14 used in the present tense include the future, words in the plural include the singular, and
15 words in the singular include the plural. Use of the masculine gender shall include the
16 feminine gender.

17 1.01 Applicable Law. All Federal, State, County, and local laws, regulations,
18 rules, orders, judgments, decrees, rulings, permits, approvals, or other requirement of
19 any governmental entity or regulatory or quasi-regulatory authority having jurisdiction
20 over an aspect of the Collection services, including judicial interpretations thereof, that
21 are in force on the Effective Date including without limitation the Act and all regulations
22 of CalRecycle, and as may be enacted, issued or amended thereafter, until termination
23 or expiration of this Contract.

24 1.02 Approved Sharps Container. A receptacle that is approved by the CITY,
25 for the Collection of Sharps.

26 1.03 Bin. A metal or plastic container, with a capacity of one (1) cubic yard up
27 to and including eight (8) cubic yards, designed or intended to be mechanically
28 dumped into a loader packer type truck, that is approved for Collection Services by
29 City. Bins may also include compactors that are owned by City Service Units by which
30 the City Collection Service occurs.

31 1.04 Biohazardous or Biomedical Waste. Any waste which may cause disease
32 or reasonably be suspected of harboring pathogenic organisms; included are wastes
33 resulting from the operation of medical clinics, hospitals, and other facilities processing
34 wastes which may consist of, but are not limited to, human and animal parts,
35 contaminated bandages, pathological specimens, hypodermic needles, Sharps,
36 contaminated clothing and surgical gloves.

37 1.05 Blue Container. A Container colored as follows: (a) a lid shall be blue, or
38 (b) the body shall be blue and the lid shall be blue. Hardware such as hinges and
39 wheels may be any color.

40 1.06 Brown Goods. Electronic equipment such as stereos, televisions,
41 computers, monitors, VCR's and other similar items.

42 1.07 CalRecycle. The State of California Department of Resources
43 Recycling and Recovery.

44 1.08 Cart. A heavy plastic receptacle with an approximate capacity of at least
45 thirty-two (32) and not more than one-hundred (100) gallons, having a hinged tight-
46 fitting lid and wheels, that is approved by the Contract Administrator for use by Service
47 Recipients for Collection Services under this Contract.

48 1.09 CERCLA. The Comprehensive Environmental Response, Compensation
49 and Liability Act of 1980 (42 U.S.C. Section 9600 *et. Seq*).

50 1.10 Change In Law. Change in Law means any of the following events or
51 conditions which has material and adverse effects on the performance by the parties of
52 their respective obligations under this Agreement (except for payment obligations), or
53 on the siting, design, permitting, acquisition, construction, equipping, financing,
54 ownership, possession, management operation or maintenance of the operating
55 assets or providing the franchise service or other matters to which Applicable Law
56 applies:

57 A. the enactment, adoption, promulgation, issuance, modification, or
58 written change of or in Applicable Law, including but not limited to new or increased
59 fees and charges imposed by the State of California, U.S. Federal government, City of
60 Rancho Cordova, or Sacramento County, directly related to the collection, handling,
61 processing, recycling or disposal of Solid Waste, or the enactment, adoption,
62 promulgation, issuance, modification, or written change in administrative or judicial
63 interpretation on or after Effective Date of any Applicable Law. Change in Law explicitly
64 precludes any changes in laws or regulations promulgated by any government agency
65 or regulatory body outside of the United States' jurisdiction;

66 B. the order or judgment of any U.S. Federal Governmental Body,
67 California State Government Body, City Government Body, or Sacramento County
68 Government Body, on or after the Effective Date, to the extent such order or judgment
69 is not the result of willful or negligent action, error or omission or lack of reasonable
70 diligence of the City or of the Contractor, whichever is asserting the occurrence of a
71 Change in Law; provided, however, that the contesting in good faith or the failure in
72 good faith to contest any such order or judgment shall not constitute or be construed
73 as such a willful or negligent action, error or omission or lack of reasonable diligence;
74 or

75 C. the denial of an application for, delay in the review, issuance or
76 renewal of, suspension, termination, interruption or imposition of a new or more
77 stringent condition in connection with the issuance, renewal or failure of issuance or
78 renewal on or after the Effective Date of any Legal Entitlement to the extent that such
79 denial, delay, suspension, termination, interruption, imposition or failure materially and
80 adversely interferes with the performance of this Agreement, of and to the extent that
81 such denial, delay, suspension, termination, interruption, imposition or failure is not the
82 result of willful or negligent action, error or omission or a lack of reasonable diligence
83 of the City or of the Contractor, whichever is asserting the occurrence of a Change of
84 Law; provided, however, that the contesting in good faith or failure in good faith to
85 contest any such denial, delay, suspension, termination, interruption, imposition or
86 failure shall not be construed as such a willful or negligent action, error or omission or
87 lack of reasonable diligence.

88 1.11 CITY. The City of Rancho Cordova, California.

89 1.12 City Collection Service. City Garbage Collection Service, City Recycling
90 Collection Service, City Organic Recyclable Material Collection Service, City Container
91 Service, City Event Service, and Large Item Collection Service.

92 1.13 City Container Service. The Collection of Garbage and Recyclables from
93 public containers distributed and maintained by the CITY and the transport and delivery
94 of the collected materials to the appropriate facility.

95 1.14 City Event Service. The Collection of Garbage, Recyclables, and Organic
96 Recyclable Materials, and the provision of other services as set forth in this Contract, at
97 CITY-sponsored or supported events.

98 1.15 City Service Unit. Those CITY properties as set forth in **Exhibit 3**, "City
99 Service Units", which is attached to and included in this Contract.

100 1.16 City Recycling Collection Service. The Collection of Recyclable
101 Materials, by the CONTRACTOR, including dry cell household batteries when set out in
102 the place and manner agreed to between the CITY and the CONTRACTOR, from City
103 Service Units in the Service Area and the delivery of those Recyclable Materials to a
104 Materials Recycling Facility.

105 1.17 City Garbage. Garbage resulting from the normal activities of a City
106 Service Unit. City Garbage must be generated by and at the City Service Unit wherein
107 the City Garbage is Collected and does not include items defined herein as Exempt
108 Waste.

109 1.18 City Garbage Collection Service. The Collection of City Garbage by the
110 CONTRACTOR, from City Service Units in the Service Area, and the delivery of that City
111 Garbage to a Disposal Facility.

112 1.19 City Waste. City Garbage, Recyclables, Organic Recyclable Material,
113 and Large Items resulting from the normal activities of a City Service Unit. City Waste
114 must be generated by and at the City Service Unit wherein the City Waste is Collected
115 and does not include items defined herein as Exempt Waste.

116 1.20 Collection. The process whereby Residential Waste, City Waste,
117 Recyclable Materials and other materials are removed and transported to a Disposal
118 Facility, Organic Recyclable Material Processing Facility, Materials Recycling Facility or
119 other facility as appropriate.

120 1.21 Collection Services. Residential Collection Service, City Collection
121 Service, Special Clean-up Service, and Debris Collection Service.

122 1.22 Commercial Streets. Commercial Streets include larger arterial and
123 major collectors in the Service District, as designated by the Contract Administrator.
124 Commercial Streets shall be swept twice per month between the hours of 10:00 p.m.
125 and 6:00 a.m. on designated sweeping days. Commercial Streets are shown on the
126 map included as **Exhibit 2**.

127 1.23 Construction and Demolition Debris. Used or discarded materials
128 resulting from construction, remodeling, repair or demolition operations on any
129 pavement, house, commercial building or other structure and such other materials as
130 may be removed during the normal cleanup process of such construction, remodeling,
131 repair, or demolition operations.

132 1.24 Container. Any Cart or Bin.

133 1.25 Contamination Charge. Additional charge to Service Recipient for
134 Recycling Carts or Organic Recyclable Material Carts that are visibly contaminated and
135 therefore Collected and disposed of as Garbage.

136 1.26 Contract. The written document and all amendments thereto, between
137 the CITY and the CONTRACTOR, governing the provision of Collection Services and
138 Street Sweeping Services as provided herein.

139 1.27 Contract Administrator. That person, or their designee, designated by the
140 CITY to administer and monitor the provisions of this Contract.

141 1.28 Contract Year. Each twelve (12) month period from January 1 to
142 December 31.

143 1.29 CONTRACTOR. That person or entity that has obtained from the CITY a
144 Contract to provide Collection Services and Street Sweeping Services as set forth
145 herein.

146 1.30 County. Sacramento County, California.

147 1.31 Curb Mile. The distance of one mile along one side of a street as
148 measured by the CITY along the center line of the street. Distances along Median
149 Islands are considered Curb Miles.

150 1.32 Debris Collection Service. The Collection and appropriate disposal or
151 processing of abandoned or discarded Large Items and other materials by the
152 CONTRACTOR within the Service Area. Such Collection by the CONTRACTOR shall be
153 limited to the equivalent of two thousand (2,000) cubic yards in any Contract Year.

154 1.33 Deceased Wildlife. Dead animals including squirrel or other rodent, bird,
155 raccoon, possum, coyote, deer or other non-domestic animals, as deemed appropriate
156 by the CITY, that are found on or near City right-of-ways.

157 1.34 Disposal Facility. The facility designated by CONTRACTOR for the
158 disposal, or processing as appropriate, of Residential Garbage, City Garbage and other
159 materials as appropriate and acceptable, which has obtained, and maintains during the
160 term of this Contract, valid permit(s) to accept, process or dispose of Residential Solid
161 Waste , City Solid Waste and such other materials as may be delivered by
162 CONTRACTOR under the terms of this Contract.

163 1.35 Dwelling Unit. An individual living unit in a dwelling unit as defined in
164 Government Code section 66411.7(j)(2), single-family house, condominium, townhouse,
165 mobile home, duplex (two units), triplex (three units), fourplex (four units) or building of
166 four (4) or less total individual living units intended for, or capable of being utilized for,
167 residential living other than a Hotel or Motel.

168 1.36 Exempt Waste. Biohazardous or Biomedical Waste, Hazardous Waste,
169 Sludge, Stable Matter, Green Waste or lumber that is more than five (5) feet in length in
170 its longest dimension or two (2) feet in diameter, automobiles, automobile parts, boats,
171 boat parts, boat trailers, internal combustion engines, lead-acid batteries, and those
172 wastes under the control of the Nuclear Regulatory Commission. Exempt Waste does
173 not include Used Oil, Used Oil Filters, dry cell household batteries or Sharps when
174 placed for Collection as set forth in this Contract or as otherwise directed by the CITY.

175 1.37 Food Waste. "Food waste" means food scraps and trimmings and other
176 putrescible waste that results from food production, preparation, storage, consumption,
177 or handling. Food waste includes, but is not limited to, meat, fish and dairy waste, fruit
178 and vegetable waste, grain waste, and compostable food soiled paper products.

179 1.38 Food Waste Collection Service. The collection, transportation, processing,
180 and marketing of Food Waste, and the Disposal of all Residuals.

181 1.39 Garbage. All putrescible and non-putrescible solid, semi-solid, and
182 associated liquid waste, as defined in California Public Resources Code section 40191,
183 attributed to normal activities of a Service Unit. Garbage must be generated by and at
184 the Service Unit wherein the Garbage is Collected. Garbage does not include those
185 items defined herein as Exempt Waste.

186 1.40 Gray Container. A Container colored as follows: (a) the lid shall be gray or
187 black, or (b) the body shall be gray or black and the lid shall be gray or black. Hardware
188 such as hinges and wheels may be any color.

189 1.41 Green Container. A Container colored as follows: (a) the lid shall be
190 green, or (b) the body shall be green and the lid shall be green. Hardware such as
191 hinges and wheels may be any color.

192 1.42 Green Waste. Any vegetative matter resulting from normal yard and
193 landscaping maintenance that is not more than five (5) feet in its longest dimension or
194 six (6) inches in diameter or weighs no more than fifty (50) pounds. Green Waste
195 includes plant debris, such as Palm, Yucca and Cactus, grass clippings, leaves, pruning,
196 weeds, branches, brush, Christmas trees, and other forms of organic waste and must be
197 generated by and at the Residential or City Service Unit wherein the Green Waste is
198 Collected. Green Waste does not include items herein defined as Exempt Waste.

199 1.43 Green Waste Collection Service. The Collection of all Green Waste from
200 Residential or City Service Units in the Service Area and the delivery of that Green
201 Waste to a Green Waste Processing Facility.

202 1.44 Gross Revenues. All monetary amounts actually collected or received by
203 Contractor for the provision of Collection Services pursuant to this Contract. Gross
204 Revenue shall include all receipts from Service Recipients including late charges,
205 contamination charges, etc., including franchise fees. The term Gross Revenues, for
206 purposes of calculating Franchise Fees does not include any revenues generated from
207 Street Sweeping Fees, the sale of Recyclable Material, compost product or energy,
208 grants, cash awards, State of California Department of Conservation payments or
209 rebates resulting from the performance of this Agreement.

210 1.45 Hauler Route. The designated weekly itinerary or sequence of stops
211 scheduled to be performed by one collection vehicle providing regularly scheduled
212 Garbage, Recyclable Material, or Organic Recyclable Material collection services (not
213 on-call or Bulky Item/Abandoned Waste) within the Contractor's collection service area
214 under the Contract

215 1.46 Hazardous Waste. Any material which is defined as a hazardous waste
216 under California or United States law, or any regulations promulgated pursuant to such
217 law, as such law or regulations may be amended from time to time except such materials
218 as may be defined herein as Brown Goods.

219 1.47 High Diversion Organic Waste Processing Facility. A facility that is in
220 compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or
221 exceeds an annual average mixed waste organic content recovery rate of 50 percent
222 between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025
223 as calculated pursuant to 14 CCR Section 19925.5(e) for organic waste received from
224 the "Mixed Waste Organic Collection Stream" as defined in 14 CCR Section
225 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

226 1.48 Household Hazardous Waste. Any Hazardous Waste generated
227 incidental to owning or maintaining a Residential Service Unit, excluding any Hazardous
228 Waste generated in the course of operation of a business concern at a Residential

229 Service Unit, in accordance with Section 25218.1 of the California Health and Safety
230 Code.

231 1.49 Hotel or Motel. A structure or building unit(s) capable of being utilized for
232 residential living where such unit or a group of such units is regularly rented to transients
233 or held out or advertised to the public as a place regularly rented to transients for periods
234 of seven (7) days or less. To meet this definition, the Hotel or Motel must be licensed to
235 operate as such.

236 1.50 Kitchen Food Waste Pail. A receptacle with a rated capacity not
237 exceeding two and one-half (2.5) gallons, made in a material approved by the City,
238 having a hinged lid, suitable for use in a Residential Service Unit for temporary storage
239 of Organic Recyclable Material that is approved for such purpose by the CITY.

240 1.51 Large Green Waste. Oversized Green Waste such as tree trunks and
241 branches with a diameter of not less than six (6) inches and not more than two (2) feet
242 and a length of not more than five (5) feet in its longest dimension, which are attributed
243 to the normal activities of a Residential Service Unit or City Service Unit. Large Green
244 Waste must be generated by and at the Residential Service Unit or City Service Unit
245 wherein the Large Green Waste is Collected.

246 1.52 Large Items. Those materials including, but not limited to, furniture,
247 carpets, mattresses, White Goods, Brown Goods, clothing, tires, Large Green Waste, or
248 some combination of such items which are attributed to the normal activities of a
249 Residential Service Unit or City Service Unit, with a total maximum capacity of ten (10)
250 cubic yards. Large Items must be generated by and at the Residential Service Unit or
251 City Service Unit wherein the Large Items are Collected. Large Items do not include
252 items herein defined as Exempt Waste.

253 1.53 Large Item Collection Service. The periodic on-call Collection of Large
254 Items, by the CONTRACTOR, from Residential Service Units or City Service Units in the
255 Service Area, and the delivery of those Large Items to a City-Approved Materials
256 Recycling Facility or such other facility as may be appropriate under the terms of this
257 Contract. Large Item Collection Service does not include the Collection of Large Items
258 through the use of Roll-Off Containers.

259 1.54 Materials Recovery Facility ("MRF"). Any facility, designated by the
260 CONTRACTOR, which is designed, operated, and legally permitted for the purpose of
261 receiving, sorting, processing, storing, or preparing Recyclable Materials for sale or
262 recycling, and which has obtained and maintains during the term of this Contract, valid
263 permit(s) to accept, process and store Recyclable Materials and such other materials as
264 may be delivered by CONTRACTOR under the terms of this Contract.

265 1.55 Median Island. A dividing area, normally at curb height, between
266 opposing directions of traffic not normally located along streets.

267 1.56 Non-Collection Notice. A form developed and used by the
268 CONTRACTOR, as approved by the CITY, to notify Service Recipients of the reason for

269 non-collection of materials set out by the Service Recipient for Collection by
270 CONTRACTOR pursuant to this Contract.

271 1.57 Organic Recyclable Material or “Organics”. Organics means waste
272 comprised of material originated from living organisms and their metabolic waste
273 products, including Food Waste, Green Waste, landscape and pruning waste, clean
274 unpainted/untreated wood (with no nails, wire, etc.), paper products, and printing and
275 writing paper, but excluding textiles and carpets, manure, biosolids, digestate, sludges,
276 non-compostable paper, Construction & Demolition Debris, and Hazardous Waste. No
277 material shall be considered Organic Recyclable Materials unless it has been
278 segregated by the Service Recipient for separate Organic Recyclable Material collection.

279 1.58 Organic Recyclable Material Collection Service. The Collection of all
280 Organic Recyclable Material from Residential and City Service Units in the Service
281 Area and the delivery of that Organic Recyclable Material to an Organic Recyclable
282 Material Processing Facility. These materials will be as defined by the CITY from time
283 to time. Organic Recyclable Materials being Collected at the time of Contract execution
284 include: Items that defined as “Food Waste” & “Green Waste”; compostable bags;
285 paper coffee filters; food soiled paper; food soiled cardboard paper coffee cups and
286 cup sleeves; wooden chopsticks, coffee stick stirrers, popsicle sticks, ice cream
287 spoons, skewers, and other uncoated or untreated wooden utensils; brown paper
288 bags; food soiled paper towels; food soiled newspaper; uncoated paper and cardboard
289 “to go” containers (no metal or plastic); cloth tea bags (plastic free); cardboard or
290 paper egg cartons / cardboard berry baskets; compostable utensils and plates
291 (excluding compostable plastic utensils or plates); wine corks (cork); toothpicks
292 (wood); paper cupcake or muffin wrappers; and paper plates/paper straws with no wax
293 lining. Non acceptable materials in the Green Container include: any glass; any metal;
294 any plastic; any hazardous waste or hazardous substances; plastic coated “to go”
295 containers; plastic chopsticks; non-food soiled paper; non-food soiled cardboard;
296 human, animal and pet waste; polystyrene (Styrofoam); treated wood waste; digestate
297 and sludges; manure; biosolids; organic textiles & carpet; biodegradable plastic; and
298 wax coated containers such as milk and juice cartons or -coated paper cups.

299 1.59 Organic Recyclable Material Processing Facility. Any facility, designated
300 by Contractor, which is designed, operated and legally permitted for the purpose of
301 receiving and processing Organic Recyclable Material and Large Green Material which
302 has obtained, and maintains during the term of this Contract, valid permit(s) to accept
303 and process of Organic Recyclable Material, Large Green Material and such other
304 materials as may be delivered by CONTRACTOR under the terms of this Contract.

305 1.60 Prohibited Container Contaminants.

306 1.60.1 Non-Organic Recyclable Material placed in the Green Container,
307 including but not limited to, textiles and carpets, manure, biosolids, digestate, sludges,
308 non-compostable paper, Construction and Demolition Debris, and Hazardous Waste.

309 1.60.2 Material placed in the Gray Container that is specifically identified
310 under the Contract for collection in the Green Container or Blue Container;

311 1.60.3 Non-Recyclable Material placed in the Blue Container. Paper
312 products and printing and writing paper may be considered acceptable and not
313 considered Prohibited Container Contaminants if they are placed in the Blue Container.

314 1.61 Rebuilt Vehicle. For purposes of this Contract, "rebuilt" means, at a
315 minimum, replacement of worn parts and reconditioning or replacement of hydraulic
316 systems, transmissions, differentials, electrical systems, engines, and brake systems. In
317 addition, the Rebuilt Vehicle must be repainted and its tires must have at least eighty-five
318 percent (85%) of tread remaining.

319 1.62 Recyclable Materials. Those materials that have been source separated
320 from Garbage, Green Waste or Organic Recyclable Materials that are to be delivered to
321 and processed at a MRF for diversion from landfill disposal. These materials will be as
322 defined by the CITY from time to time. Recyclable Materials being Collected at the time
323 of Contract execution include: newsprint (including inserts); mixed paper (including
324 magazines, catalogs, envelopes, junk mail, corrugated cardboard, Kraft brown bags and
325 paper, paperboard, paper egg cartons, and telephone books); glass containers;
326 aluminum beverage containers; small scrap and cast aluminum (not exceeding forty (40)
327 pounds in weight nor two (2) feet in any dimension for any single item); steel including
328 "tin" cans and small scrap (not exceeding forty (40) pounds in weight nor two (2) feet in
329 any dimension for any single item); bimetal containers; mixed plastics such as plastic
330 bags, plastic film, plastic containers (1-7), and bottles including containers made of
331 HDPE, LDPE, PET, or PVC; aseptic containers; polystyrene; and dry cell household
332 batteries when set out for Collection in the manner prescribed herein; and those
333 materials added by the CONTRACTOR or CITY from time to time.

334 1.63 Residential Collection Service. Residential Garbage Collection Service,
335 Residential Recycling Collection Service, Organic Recyclable Material Collection
336 Service, Large Item Collection Service, Sharps Collection Service, and Residential Used
337 Oil Collection Service.

338 1.64 Residential Recycling Collection Service. The Collection of Recyclable
339 Materials by the CONTRACTOR from Residential Service Units, including dry cell
340 household batteries when set out by the Service Recipient in heavy duty plastic bags
341 and placed on the Blue Cart, in the Service Area and the delivery of those Recyclable
342 Materials to a Materials Recycling Facility.

343 1.65 Residential Service Unit. Any Dwelling Unit in the Service Area utilizing a
344 Gray Container, or any combination of Dwelling Units sharing Gray Container, for the
345 accumulation and set out of Residential Garbage.

346 1.66 Residential Garbage. Garbage resulting from the normal activities of a
347 Residential Service Unit. Residential Garbage must be generated by and at the

348 Residential Service Unit wherein the Residential Garbage is Collected and does not
349 include items defined herein as Exempt Waste.

350 1.67 Residential Garbage Collection Service. The Collection of Residential
351 Garbage, by the CONTRACTOR, from Residential Service Units in the Service Area and
352 the delivery of that Residential Garbage to a Disposal Facility.

353 1.68 Residential Street. Residential Streets include smaller local or
354 neighborhood streets within the Service District, as designated by the CITY
355 Representative. Residential Streets shall be swept between the hours of 6:00 a.m. and
356 4:00 p.m. on designated sweeping days. Residential Streets shall be swept once per
357 month from January through October, and twice per month in November and December,
358 or as directed by the City Administrator. Residential Streets are shown on the map
359 included as Exhibit 2.

360 1.69 Residential Used Oil Collection Service. The Collection of Used Oil in
361 Used Oil Containers and Used Oil Filters in Used Oil Filter Containers, by the
362 CONTRACTOR, from all Residential Service Units in the Service Area utilizing Used Oil
363 and Filter Containers for the accumulation and set-out of Used Oil and Used Oil Filters
364 and the appropriate disposition of the Used Oil and Used Oil Filters in accordance with
365 the requirements of this Contract.

366 1.70 Residential Waste. Residential Garbage, Organic Recyclable Material,
367 Recyclables, Large Items, Used Oil, and Used Oil Filters resulting from the normal
368 activities of a Residential Service Unit. Residential Waste must be generated by and at
369 the Residential Service Unit wherein the Residential Waste is Collected and does not
370 include items defined herein as Exempt Waste.

371 1.71 Residual or Residuals. Residual or Residuals means waste material
372 remaining after the processing of Organic Recyclable Material or Recyclable Material at
373 any facility designed, operated, and legally permitted for the purpose of receiving and
374 processing Organic Recyclable Material or Recyclable Material that is sent to a Disposal
375 Facility for disposal.

376 1.72 Roll-Off Collection Service. The Collection of Roll-Off Containers
377 containing Construction and Demolition Debris.

378 1.73 Roll-Off Container. A metal container with a capacity of twenty (20) or
379 more cubic yards that is normally loaded onto a motor vehicle and transported to an
380 appropriate facility.

381 1.74 Route Review. A visual inspection of contents within Containers along a
382 Hauler Route, which may include mechanical inspection methods such as use of
383 cameras, for the purpose of identifying Prohibited Container Contaminants.

384 1.75 SB 1383. Chapter 13.1 (commencing with Section 42652) of Part 3 of
385 Division 30 of the California Public Resources Code, as it may be amended and as

386 implemented by the regulations of CalRecycle, together with Sections 39730.5 through
387 39730.8 of the California Health and Safety Code, as they may be amended.

388 1.76 Service Area. The area within the corporate limits of the City of Rancho
389 Cordova.

390 1.77 Service Unit. City Service Units and Residential Service Units.

391 1.78 Service Recipient. An individual receiving Collection Services.

392 1.79 Sharps. Hypodermic needles, pen needles, intravenous needles, lancets,
393 and other devices that are used to penetrate the skin for the delivery of medications.
394 Sharps must be generated by the Service Recipient and at the Residential Service Unit
395 wherein the Sharps are Collected.

396 1.80 Sharps Collection Service. The on-call Collection of Sharps from
397 Residential Service Units when such Sharps are generated by the Service Recipient at
398 such Residential Service Unit and the appropriate disposal of the Sharps.

399 1.81 Sludge. The accumulated solids, residues, and precipitates generated as
400 a result of waste treatment or processing, including wastewater treatment, water supply
401 treatment, or operation of an air pollution control facility, and mixed liquids and solids
402 pumped from septic tanks, grease traps, privies, or similar disposal objects or any other
403 such waste having similar characteristics or effects

404 1.82 Solid Waste. The materials described in Public Resources Code section
405 40191, including Garbage, Recyclable Materials, Organic Recyclable Materials,
406 Construction and Demolition Debris, and Large Items set out for separate collection for
407 the purposes of recycling and that are not landfilled.

408 1.83 Special Clean-Up Service. The periodic Collection of Large Items and
409 other materials using Roll-Off Containers by the CONTRACTOR resulting from CITY
410 sponsored special clean-up program events. Such Collection by the CONTRACTOR
411 shall be limited to the equivalent of twelve hundred (1,200) cubic yards in any Contract
412 Year.

413 1.84 Street Sweeping Service. The sweeping of Residential Streets and
414 Commercial Streets, and the transportation and disposal of Sweep Waste.

415 1.85 Stable Matter. Manure and other waste matter normally accumulated in
416 stables or in livestock or poultry enclosures.

417 1.86 Sweep Waste. The accumulated waste materials generated as a result of
418 performing Street Sweeping Services. Sweep Waste includes, but is not limited to,
419 deposits of loose dirt, rocks, glass, cans, small debris, leaves, sticks, papers, yard
420 trimmings residue or any like materials that can be removed by Street Sweeping
421 operations.

422 1.87 Sweeper Route. A daily path or itinerary followed by a sweeper that has
423 been clearly divided into Residential and Commercial sections.

424 1.88 Traffic Island. Islands, some of which have handicapped access cut-outs,
425 which are usually found at street intersections whose primary function is to protect and
426 aid pedestrians from vehicles.

427 1.89 Used Oil. Any oil that has been refined from crude oil or has been
428 synthetically produced, and is no longer useful to the Service Recipient because of
429 extended storage, spillage or contamination with non-hazardous impurities such as dirt
430 or water; or has been used and as a result of such use has been contaminated with
431 physical or chemical impurities. Used Oil must be generated by and at the Residential
432 Service Unit wherein the Used Oil is collected. Used Oil does not include transmission
433 fluid.

434 1.90 Used Oil Container. A plain co-poly container provided by the
435 CONTRACTOR for the accumulation of Used Oil that is at least four (4) quarts in
436 capacity, leak-proof, has a screw-on lid and has a label designating it for use as a Used
437 Oil Container.

438 1.91 Used Oil Filter. Any oil filter that is no longer useful to the Service
439 Recipient because of extended storage, spillage or contamination with non-hazardous
440 impurities such as dirt or water, or has been used and as a result of such use has been
441 contaminated with physical or chemical impurities. Used Oil Filters must be generated
442 by and at the Residential Service Unit wherein the Used Oil Filter is collected.

443 1.92 Used Oil Filter Container. A six (6) mil poly bag with double track seal
444 with dimensions of at least fourteen and one-half (14.5) inches by eight (8) inches with a
445 one and one-quarter (1¼) inch diameter hole above the seal, provided by the
446 CONTRACTOR for the accumulation of Used Oil Filters that has a label designating it for
447 use as a Used Oil Filter Container.

448 1.93 White Goods. Inoperative and discarded refrigerators, ranges, water
449 heaters, freezers, and other similar household appliances.

450 1.94 Work Day. Any day, Monday through Friday that is not a holiday as set
451 forth in Section 3.08 of this Contract.

452 **ARTICLE 2. Term of Contract**

453 2.01 Term. The term of this Contract shall terminate at 11:59 p.m. on
454 December 31, 2024. **CONTRACTOR shall commence performance of weekly Food
455 Waste Collection Services to all Service Units pursuant to this Contract no later
456 than Monday, July 4, 2022.** Contractor shall not be responsible for performing Food
457 Waste Collection Services until July 4, 2022.

458 2.02 Other Provisions. The CITY may, at the end of the Contract term, as
459 appropriate, either renegotiate the terms and conditions of the Contract with the current
460 CONTRACTOR or request proposals from qualified contractors to provide Collection
461 Services.

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ARTICLE 3. Services Provided by the Contractor

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3.01 Grant of Exclusive Contract. Except as otherwise provided in this Contract, the CONTRACTOR is herein granted an exclusive Contract to provide Collection Services and Street Sweeping Services within the Service Area. No other Solid Waste services, including Roll-Off Collection Services, shall be exclusive to the CONTRACTOR.

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3.02 Sale or Donation of Recyclable Materials by Service Recipients. Nothing in this Contract shall preclude a Service Recipient from transporting, selling or donating their Recyclable Materials to a private or public entity provided that such entity does not charge the Service Recipient a fee or service charge of any type related to the sale or donation of the Recyclable Material.

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3.03 Responsibility for Service Billing and Collection. The CONTRACTOR shall be responsible for the billing and collection of payments for Collection Services and for the Street Sweeping Fee within the Service Area and the CITY will assist in the collection of fees on delinquent accounts pursuant to Section 4.01.3.

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3.04 Reimbursement Fee. CONTRACTOR reimbursed the CITY in the amount of one hundred thousand dollars (\$100,000), which CONTRACTOR and CITY agree represents a reasonable reimbursement to CITY for staff, legal and consulting costs incurred by the CITY in the negotiation of the Contract. The reimbursement fee was a one-time payment to the City, paid before January 31, 2018.

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3.05 CONTRACTOR'S Payment to CITY. CONTRACTOR shall make payment to the CITY of a franchise fee as specified in this Section 3.05. Payment to the CITY shall be due on the fifteenth (15th) day of the month following the month the Gross Revenues are collected. Each such payment shall be accompanied by an accounting, which sets forth CONTRACTOR'S Gross Revenue collected during the preceding month.

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3.05.1 The franchise fee shall be a percentage of CONTRACTOR'S Gross Revenues collected each month under the terms of this Contract. Revenue received by the CONTRACTOR from the sale of recyclable materials and revenues from Street Sweeping Fees shall not be considered as Gross Revenues for purposes of the calculation of franchise fees. The franchise fee percentage shall be ten percent (10%) through June 30, 2022. Beginning July 1, 2022, the franchise fee percentage shall be reduced to eight percent (8%) for the remaining term of this Contract unless adjusted by CITY. Should the City change the franchise fee at any point during this Contract, the CONTRACTOR has the right to adjust the service rates to account for that change. The City must approve any changes to the service rates before the adjusted rates can be charged to the Service Recipients.

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3.05.2 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

502 for any additional sums payable under the provisions of this Contract. All amounts paid
503 shall be subject to independent audit and recalculation by CITY. If, after the audit, such
504 recalculation indicates an underpayment of more than five percent (5%) of the actual
505 amount owed, CONTRACTOR shall pay to CITY the amount of the underpayment and
506 shall reimburse CITY for all reasonable costs and expenses incurred in connection with
507 the audit and recalculation, within ten (10) days of receipt of written notice from CITY
508 that such is the case. If, after audit, such recalculation indicates an underpayment of
509 five percent (5%) or less or an overpayment, CITY shall notify the Contractor in writing of
510 the amount of the overpayment or underpayment, adjusted for all reasonable costs and
511 expenses incurred in connection with the audit and recalculation. CONTRACTOR may
512 adjust the amount of the next franchise payment due following receipt of such notice by
513 the amount specified therein.

514 3.06 Service Standards. CONTRACTOR shall perform all Collection Services
515 and Street Sweeping Services under this Contract in a thorough and professional
516 manner. Collection Services described in this Contract shall be performed regardless of
517 weather conditions or difficulty of Collection. Street Sweeping Services shall be
518 performed regardless of weather conditions except when CITY Administrator temporarily
519 removes streets from the schedule due to inclement weather pursuant to Section 15.15.

520 3.07 Labor and Equipment. CONTRACTOR shall provide and maintain all
521 labor, equipment, tools, facilities, and personnel supervision required for the
522 performance of CONTRACTOR'S obligations under this Contract. CONTRACTOR shall
523 at all times have sufficient backup equipment and labor to fulfill CONTRACTOR'S
524 obligations under this Contract. No compensation for CONTRACTOR'S services or for
525 CONTRACTOR'S supply of labor, equipment, tools, facilities or supervision shall be
526 provided or paid to CONTRACTOR by CITY or by any Service Recipient except as
527 expressly provided by this Contract.

528 3.08 Holiday Service. The CITY observes Thanksgiving Day, December 25,
529 and January 1 as legal holidays. CONTRACTOR shall not be required to provide
530 Collection Services or Street Sweeping Service, or to maintain office hours on the
531 designated holidays. In any week in which one of these holidays falls on a week day,
532 Residential and City Collection Services, as appropriate, for the holiday and each Work
533 Day thereafter will be delayed one Work Day for the remainder of the week with normally
534 scheduled Friday Collection Services being performed on Saturday and with no Street
535 Sweeping Service being performed on Saturday or Sunday.

536 3.09 Inspections. The CITY shall have the right to inspect the
537 CONTRACTOR'S facilities, Street Sweeping vehicles and Collection vehicles, and their
538 contents, at any time while operating inside or outside the CITY.

539 3.10 Commingling of Materials.

540 3.10.1 Residential and City Waste and Recyclable Material.
541 CONTRACTOR shall not at any time commingle Residential or City Waste Collected

542 pursuant to this Contract, with any Recyclable Material separated for Collection pursuant
543 to this Contract, without the express prior written authorization of the Contract
544 Administrator.

545 3.10.2 Residential and City Waste Collected in Rancho Cordova.
546 CONTRACTOR shall not at any time during Collection and before transfer and/or
547 delivery to the Material Recovery Facility and/or Disposal Facility commingle any
548 Residential or City Waste, Collected pursuant to this Contract, with any other material
549 Collected by CONTRACTOR inside or outside the City of Rancho Cordova, without the
550 express prior written authorization of the Contract Administrator.

551 3.10.3 Recyclable Materials. CONTRACTOR shall not at any time
552 during collection and before transfer and/or delivery to the Material Recovery Facility,
553 Disposal Facility, Organic Recyclable Material processing facility, Composting facility
554 and/or other properly permitted and legally operated processing facility, commingle
555 Recyclable Materials Collected pursuant to this Contract, with any other material
556 Collected by CONTRACTOR inside or outside the City of Rancho Cordova, without the
557 express prior written authorization of the Contract Administrator

558 3.11 Spillage and Litter. The CONTRACTOR shall not litter premises in the
559 process of providing Collection Services or Street Sweeping Services or while its
560 vehicles are on the road. The CONTRACTOR shall transport all materials Collected
561 under the terms of this Contract in such a manner as to prevent the spilling or blowing of
562 such materials from the CONTRACTOR'S vehicle. The CONTRACTOR shall exercise
563 all reasonable care and diligence in providing Collection Services so as to prevent
564 spilling or dropping of Solid Waste and shall immediately, at the time of occurrence,
565 clean up such spilled or dropped Solid Waste. CONTRACTOR shall cause all Sweep
566 Waste to be transported in such a manner as to prevent the spilling or blowing of waste
567 from the transporting vehicle. CONTRACTOR shall exercise all reasonable care and
568 diligence in providing Street Sweeping Services so as to prevent spilling or dropping of
569 Sweep Waste during collection activity and shall immediately, at the time of occurrence,
570 clean up such spilled Sweep Waste.

571 3.11.1 The CONTRACTOR shall not be responsible for cleaning up
572 unsanitary conditions caused by the carelessness of the Service Recipient; however, the
573 CONTRACTOR shall clean up any materials or residue that are spilled or scattered by
574 the CONTRACTOR or its employees.

575 3.11.2 Equipment oil, hydraulic fluids, spilled paint, or any other liquid
576 or debris resulting from the CONTRACTOR'S operations or equipment repair shall be
577 covered immediately with an absorptive material and removed from the street surface.
578 When necessary, CONTRACTOR shall apply a suitable cleaning agent to the street
579 surface to provide adequate cleaning.

580 3.11.3 The above paragraphs notwithstanding, CONTRACTOR shall
581 clean up any spillage or litter caused by CONTRACTOR within two (2) hours upon notice
582 from the CITY.

583 3.11.4 To facilitate such cleanup, CONTRACTOR'S vehicles shall at all
584 times carry sufficient quantities of petroleum absorbent materials along with a broom and
585 shovel.

586 3.12 Ownership of Materials.

587 3.12.1 Title to Residential Waste, City Waste and Recyclable Materials
588 shall pass to CONTRACTOR at such time as said materials are placed in the
589 CONTRACTOR'S Collection vehicle.

590 3.12.2 Title to material Collected as part of Special Clean-up Service
591 shall pass to CONTRACTOR at the time the material is placed in the Roll-Off Container
592 or other Collection vehicle or container approved for use in the Special Clean-Up Service
593 event.

594 3.12.3 Title to material Collected as part of Debris Collection Service
595 shall pass to CONTRACTOR at such time as said materials are placed in the
596 CONTRACTOR'S Collection vehicle.

597 3.12.4 Title to Sweep Waste shall pass to CONTRACTOR at such time
598 as said materials are placed in CONTRACTOR'S street sweeping vehicle.

599 3.13 Additional Programs.

600 3.13.1 Sharps Collection Service. CONTRACTOR shall provide
601 Sharps Collection Service throughout the term of the Contract and CONTRACTOR will
602 include information about the Sharps Collection Service in the Public Education and
603 Outreach Programs undertaken pursuant to Article 16 throughout the term of the
604 Contract.

605 3.13.2 Dry Cell Battery Collection. CONTRACTOR shall collect dry cell
606 household batteries as part of Residential Recycling Collection Service and
607 CONTRACTOR will include information about dry cell battery collection services in
608 Public Education and Outreach Programs undertaken pursuant to Article 16 throughout
609 the term of the Contract.

610 3.13.3 Public Outreach and Education Services. CONTRACTOR shall
611 make expanded public outreach and educational services, as set forth in Article 16.01 of
612 this Contract.

613 3.13.4 Annual Payment for City Services. CONTRACTOR shall fund
614 additional services in the amount of four hundred fifty thousand dollars (\$450,000) per
615 year. That amount shall be paid to the CITY on or before April 1 of each Contract Year,
616 for a total of three million one hundred and fifty thousand dollars (\$3,150,000). These

617 funds may be designated for the following services, or such other services as City may
618 determine:

- 619 • Weed Abatement and Landscape Maintenance Program;
- 620 • Litter Cleanup Program;
- 621 • Street Maintenance;
- 622 • Graffiti Removal Program;
- 623 • Compact Fluorescent Lamps (“CFLs”) Recycling Program.

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625 The amount of expenditure for each program listed above, or additional
626 programs not listed, is completely at the discretion of the CITY.

627 **ARTICLE 4. Charges and Rates**

628 4.01 Collection and Street Sweeping Services. The CONTRACTOR shall be
629 responsible for the billing and collection of payments for all Collection Services and
630 Street Sweeping Services, except that CITY will assist CONTRACTOR with the
631 collection of fees on delinquent accounts. The CONTRACTOR shall charge Service
632 Recipients the Collection Service rates and Street Sweeping Fees established in **Exhibit**
633 **1**, which is attached to and included in this Contract, and as may be adjusted under the
634 terms of this Contract.

635 4.01.1 Partial Month Service. If, during a month, a Service Unit is
636 added to or deleted from CONTRACTOR’S Service Area, the CONTRACTOR’S billing
637 shall be pro-rated by dividing the appropriate monthly service rate established in **Exhibit**
638 **1** by four (4) and multiplying the result by the number of actual weeks in the month that
639 service was provided to the Service Unit.

640 4.01.2 Production of Invoices. The CONTRACTOR shall produce an
641 invoice, in a form and format that is approved by the Contract Administrator, for services
642 received under this Contract in advance but no less than four (4) times per year. The
643 CONTRACTOR’S invoice shall be remitted to the Service Recipient no earlier than the
644 twentieth (20th) day of the month preceding the period for which the service is being
645 billed.

646 4.01.3 Delinquent Service Accounts. The CONTRACTOR may take
647 such action as is legally available to collect or cause collection of past due amounts.
648 The CITY will, as allowed under applicable law, assist the CONTRACTOR in the
649 recovery of delinquent accounts by administering the lien process and placing overdue
650 amounts on the tax rolls following proper notice and hearing to Service Recipients.
651 However, in no event, except upon notice in writing by the Contract Administrator, shall
652 the CONTRACTOR cease provision of Collection Services to any Service Unit due to
653 non-payment.

654 4.01.4 Collection Service Rates and Street Sweeping Fees. Collection
655 Service rates and Street Sweeping Fees, as set forth in **Exhibit 1**, will be set on July 1,

656 2022 to include SB 1383 program implementation, and annually adjusted on July 1
657 thereafter during the term of this Contract, in accordance with the rates set forth in
658 **Exhibit 1**. No other adjustments to the Collection Service rates, including adjustments
659 for governmental fees, except those governmental fees set forth in Section 4.01.4.1,
660 administrative costs, add-on fees, or other fees of any type, may be made under the
661 terms of this Contract unless such adjustment is proposed and requested by the CITY
662 and considered a pass-through to the CONTRACTOR.

663 4.01.4.1 Governmental fees enacted by an agency of the
664 Federal Government or by the State of California that apply to all disposal or processing
665 facilities in the State of California may, to the extent they affect the operating costs of the
666 CONTRACTOR, be included in the Collection Service rates and considered a pass-
667 through by the CONTRACTOR. In addition, governmental fees enacted by the City or
668 County of Sacramento that apply to all disposal or processing facilities in Sacramento
669 County may, to the extent they affect the operating costs of the CONTRACTOR, be
670 included in the Collection Service rates and considered an allowed pass-through by the
671 CONTRACTOR.

672 4.01.5 No other adjustments to the Collection Service rates, including
673 adjustments for City Modifications and Changes in Law, governmental fees, except
674 those governmental fees set forth in Section 4.01.4.1, administrative costs, add-on fees,
675 or other fees of any type, may be made under the terms of this Contract unless such
676 adjustment is proposed and requested by the CITY and considered a pass-through to
677 the CONTRACTOR.

678 **ARTICLE 5. Diversion Requirements – Collection Services**

679 5.01 Minimum Requirements. The CITY requires the CONTRACTOR to
680 achieve a minimum annual diversion rate of forty percent (40%) for each Contract Year.
681 The annual diversion rate will be calculated as “*the tons of materials Collected from the*
682 *provision of Collection Services that are sold or delivered to a recycler or reuser, as*
683 *required by this Contract, divided by the total tons of materials Collected in each*
684 *Contract Year as appropriate.*”

685 5.02 Failure To Meet Minimum Requirements. CONTRACTOR’S failure to
686 meet the minimum diversion requirements set forth above in Section 5.01 may result in
687 the termination of this Contract or the imposition of administrative charges.

688 5.03 Warranties and Representations. CONTRACTOR warrants that it is
689 aware of and familiar with City’s Residential Waste and City Waste, and that it has the
690 ability to and will provide the programs and services as outlined in this Contract. These
691 programs and services were specifically designed to assist the City meet or exceed the
692 diversion requirements as set forth in this Article 5, as well as the diversion requirements
693 of the Applicable Laws (including, without limitation, amounts of Solid Waste to be
694 diverted, time frames for diversion, and any other requirements) (including AB 939, AB
695 341, AB 1826, AB 1594, SB 1016, and SB 1383, and other Applicable Law).

696 CONTRACTOR will provide the programs and services as outlined in this Contract
697 without imposing any costs or fees other than those set forth on Exhibit 1.

698 5.04 Mutual Cooperation. City and Contractor will reasonably cooperate in
699 good faith with all efforts by each other to meet City's diversion and other compliance
700 requirements imposed by AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383
701 and other Applicable Laws, and to meet Contractor's obligations under this Article 5. In
702 this regard, City's obligations may include making such petitions and applications as may
703 be reasonably requested by Contractor for time extensions in meeting diversion goals, or
704 other exceptions from the terms of Applicable Laws, and to agree to authorize such
705 changes to Contractor's Recycling, Organic Waste, or Solid Waste programs as may be
706 reasonably requested by Contractor in order to achieve the minimum requirements of
707 this Article 5.

708 5.05 Program Assistance. Except for programs required by Applicable Law but
709 not set forth in this Contract, or diversion programs not authorized and approved by the
710 City to implement, or services which a Service Recipient refuses to accept, Contractor
711 shall implement diversion programs in the City such that: (i) Contractor and City will at
712 all times be in compliance with the requirements of the Applicable Laws applicable to
713 them including specifically AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383,
714 and (ii) City will meet or exceed the diversion requirements (including, without limitation,
715 amounts of Solid Waste to be diverted, time frames for diversion, and any other
716 requirements) set forth in this Article 5 and the Applicable Laws including AB 939, AB
717 341, AB 1826, AB 1594, SB 1016, and SB 1383, and all amendments thereto (subject to
718 Section 2601).

719 **ARTICLE 6. Service Units – Collection Services**

720 6.01 Service Units. Service Units for Collection Services shall include all the
721 following categories of premises which are in the Service Area as of January 1, 2022
722 and all such premises which may be added to the Service Area by means of annexation,
723 new construction, or as otherwise set forth in this Contract during the term of this
724 Contract:

725 6.01.1 Residential Service Units

726 6.01.2 City Service Units (Exhibit 3)

727 6.01.3 Any question as to whether a premises falls within one of these
728 categories shall be determined by the Contract Administrator and the determination of
729 the Contract Administrator shall be final.

730 6.02 Service Unit Changes. The CITY and CONTRACTOR acknowledge that
731 during the term of this Contract it may be necessary or desirable to add or delete Service
732 Units for which CONTRACTOR will provide Service.

733 6.02.1 Additions and Deletions. CONTRACTOR shall provide services
734 described in this Contract to new Service Units in CONTRACTOR'S Service Area within

735 five (5) Work Days of receipt of notice from the CITY or new Service Unit to begin such
736 Service.

737 6.03 Annexation. If during the term of the Contract, additional territory is
738 acquired by the CITY through annexation, CONTRACTOR agrees to provide Collection
739 Services in such annexed area in accordance with the provisions and service rates set
740 forth in this Contract. Such Collection Services shall begin within five (5) Work Days of
741 receipt of written notice from the CITY. CONTRACTOR shall not begin Collection
742 Service without written authorization from the CITY.

743 6.04 Route Map Update. CONTRACTOR shall revise the Service Unit route
744 maps to show the addition of Service Units added due to annexation and shall provide
745 such revised maps to the Contract Administrator as requested.

746 **ARTICLE 7. Recyclable Materials and Organic Waste**
747 **Contamination**

748 7.01 Recyclable Materials and Organic Waste Contamination Protocols:

749 7.01.1 CONTRACTOR shall document Prohibited Container
750 Contaminants, as set forth in Section 1.60 and Exhibit 9, with still pictures or video, and
751 must notify the Service Recipient of the Prohibited Container Contaminants and proper
752 procedures for sorting Recyclable Materials and Organic Recyclable Materials in person
753 through the application of a Cart tag, or by electronic communication or phone call. If
754 CONTRACTOR does not possess an email address or phone number for the Service
755 Recipient, CONTRACTOR may provide a written communication through U.S. mail,
756 which shall include a request for an email address or phone number for future
757 notifications.

758 7.01.2 CONTRACTOR may, at its discretion, Collect the Container as
759 Recyclable Materials, Organic Materials, or as Solid Waste. Service Recipient may be
760 charged the City-approved Contamination Surcharge set forth in **Exhibit 1**. The Service
761 Recipient will receive, upon request of Service Recipient or the City, one courtesy waiver
762 of the Contamination Surcharge.

763 7.01.3 If necessary, CONTRACTOR may increase Service Recipient's
764 Garbage Container size or frequency of Collection if Service Recipient has three (3) or
765 more Contamination Surcharges in any twelve (12) month period, or as otherwise
766 determined by City Contract Manager. Prior to requiring an additional (or larger)
767 Container or change in collection frequency, CONTRACTOR's representative must first
768 attempt to contact the Service Recipient by phone, U.S. mail, e-mail, other electronic
769 means to ensure that they have the appropriate level of service for proper collection of
770 Recyclable Materials, Organic Recyclable Materials, and Garbage.

771 7.02 The CONTRACTOR agrees to provide a grace period and not to charge
772 Contamination Surcharge from July 1, 2022 through December 31, 2022, or six (6)
773 months after Food Waste Collection Service has been implemented whichever is later.

774 7.03 Disputes Over Excess Contamination Charges.

775 7.03.1 If Service Recipient disputes an action undertaken by
776 CONTRACTOR as described above, which must be within 30 days of the disputed
777 action, CONTRACTOR shall initially use good faith efforts to informally resolve the
778 dispute.

779 7.03.2 If not resolved within ten (10) Business Days, CONTRACTOR
780 shall temporarily halt any Contamination Surcharge and/or increased service resulting
781 from increasing the Container size or collection frequency until the dispute is resolved in
782 accordance with this Exhibit. CONTRACTOR may request a ruling by the Contract
783 Administrator to resolve the dispute. A request by CONTRACTOR to the Contract
784 Administrator to rule on any such dispute must be filed within ten (10) Business Days of
785 CONTRACTOR's halting of its actions, and must include written documentation and
786 digital/visual evidence of ongoing overall problems.

787 7.03.3 The Contract Administrator may request a meeting (in person or
788 phone) with both the Service Recipient and CONTRACTOR to resolve the dispute. If
789 Contract Administrator requests a meeting and Service Recipient does not respond to
790 Contract Administrator within thirty (30) Business Days of request by Contractor to
791 Contract Administrator to rule on any such dispute, CONTRACTOR may charge Service
792 Recipient the prior halted contamination charge and/or increased Service Rate from the
793 date on which the increased services (e.g., increasing the Container number, size or
794 collection frequency) commenced at rates as set forth in the Schedule of Service Rates
795 and dispute will be final.

796 7.03.4 Following a meeting between Contract Administrator, Service
797 Recipient, and CONTRACTOR, the Contract Administrator will rule on the dispute within
798 ten (10) Business Days, and the Contract Administrator's decision on resolving the
799 dispute between and Service Recipient will be final. If the Contract Administrator rules in
800 favor of the Service Recipient, CONTRACTOR will credit the disputed contamination
801 charges or increased Service Rate. If the Contract Administrator rules in favor of
802 CONTRACTOR, CONTRACTOR may charge Service Recipient the prior halted
803 contamination charge and/or increased Service Rate from the date on which the
804 increased services (e.g., increasing the Container number, size or collection frequency)
805 commenced at rates as set forth in the Schedule of Service Rates.

806 7.04 Plan of Correction. If CONTRACTOR fails to follow the Recyclable
807 Materials and Organic Recyclable Material Contamination procedures as set forth in this
808 Exhibit, CONTRACTOR shall prepare and submit to the Contract Administrator a plan of
809 correction within fifteen (15) Business Days of demand from the City. Upon approval by
810 the plan of correction by the Contract Administrator, CONTRACTOR shall implement the
811 plan of correction.

812 7.05 Route Review.

813 7.05.1 CONTRACTOR will audit and report on a minimum of 5,000
814 accounts per year. CONTRACTOR will conduct a Route Review and report on a
815 minimum of 175 accounts per Hauler Route per year, equating to 4375 accounts per
816 year. For the remaining 625 Route Reviews, CONTRACTOR may choose which Hauler
817 Route to review, based on contamination levels throughout the City.

818 7.05.2 Contamination Auditor will conduct Route Reviews on collection
819 days when Gray, Blue, and Green Containers are scheduled for a Hauler Route. A
820 Route Review will consist of opening the Gray, Blue, and Green Container, searching the
821 top layer of material for Prohibited Container Contaminants, filling out a Prohibited
822 Contamination Contaminants Container tag, documenting the data for reporting
823 (including photographing Prohibited Contamination Contaminants), and returning the
824 Gray, Blue, and Green Container lids.

825 **ARTICLE 8. Residential Collection Service**

826 8.01 Residential Collection Service. These services shall be governed by the
827 following terms and conditions:

828 8.02 Conditions of Service. The CONTRACTOR shall provide Residential
829 Collection Service to all Residential Service Units in the Service Area whose; Residential
830 Garbage is properly containerized in Gray Containers, Recyclable Materials are properly
831 containerized in Blue Containers, except as set forth in Section 8.07.1, and Organic
832 Recyclable Material is properly containerized in Green Containers, except as set forth in
833 Section 8.08.1, where the Gray, Blue, and Green Containers have been placed within
834 three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible
835 roadway, or other such location agreed to by the CONTRACTOR and Service Recipient,
836 that will provide safe and efficient accessibility to the CONTRACTOR'S Collection crew
837 and vehicle.

838 8.03 On-Premises Service. Notwithstanding any term or definition set forth in
839 this Contract, CONTRACTOR shall provide on-premises Collection of Residential
840 Garbage, Recyclable Materials, and Organic Recyclable Materials to a Residential
841 Service Unit if all adult Service Recipients residing therein have disabilities that prevent
842 them from setting their Gray, Blue or Green Container at the curb for Collection and if a
843 request for on-premises service has been made to, and approved by, the Contract
844 Administrator in the manner required by CITY. The Contract Administrator shall notify
845 the CONTRACTOR in writing of any Residential Service Units requiring on-premises
846 service along with the date such service is to begin. No additional monies shall be due
847 to the CONTRACTOR for the provision of on-premises service.

848 8.03.1 Collection Day. CONTRACTOR shall provide on-premises
849 Collection Service on the same Work Day that curbside Collection Service would
850 otherwise be provided to the Residential Service Unit.

851 8.04 Frequency and Scheduling of Service.

852 8.04.1 Initial Term Through July 4, 2022. Residential Garbage Collection
853 Service shall be provided one (1) time per week on a scheduled route basis. Residential
854 Recycling Collection Service, including Residential Used Oil Collection Service, dry cell
855 battery collection, and Green Material Collection Service shall be provided one (1) time
856 every other week on an alternating basis and shall be scheduled so that a Residential
857 Service Unit receives Residential Garbage Collection Service, and Residential Recycling
858 Collection Service, including Residential Used Oil Collection Service or Green Material
859 Collection Service on the same Work Day.

860 8.04.2 July 4, 2022 Through Termination Date. Beginning no later than
861 July 4, 2022, CONTRACTOR shall commence performance of Organic Recyclable
862 Material Collection to all Service Units. Residential Garbage and Organic Recyclable
863 Material Collection Service shall be provided **one (1) time per week** on a scheduled
864 route basis. Residential Recycling Collection Service, including Residential Used Oil
865 Collection Service, and dry cell battery collection, shall be provided **one (1) time every**
866 **other week** and shall be scheduled so that a Residential Service Unit receives
867 Residential Garbage Collection Service, Residential Recycling Collection Service, and
868 Organic Recyclable Material Collection Service, including Residential Used Oil
869 Collection Service, on the same Work Day.

870 8.05 Hours and Days of Collection. Residential Collection Service shall be
871 provided, commencing no earlier than 6:00 a.m. and terminating no later than 6:00 p.m.,
872 Monday through Friday with no service on Saturday (except for holiday service as set
873 forth in Section 3.08 of this Contract) or Sunday. The hours, days, or both of Collection
874 may be extended due to extraordinary circumstances or conditions with the prior written
875 consent of the Contract Administrator.

876 8.06 Manner of Collection. The CONTRACTOR shall provide Residential
877 Collection Service with as little disturbance as possible and shall leave any Gray, Blue or
878 Green Containers in an upright position at the same point it was Collected without
879 obstructing alleys, roadways, driveways, sidewalks or mail boxes.

880 8.06.1 CONTRACTOR'S employees providing Residential Collection
881 Service shall follow the regular walk for pedestrians while on private property and shall
882 not trespass nor cross property to the adjoining premises unless the occupant or owner
883 of both properties has given permission. Care should be taken to prevent damage to
884 property, including flowers, shrubs, and other plantings.

885 8.06.2 Purchase and Distribution of Containers.

886 8.06.2.1 The CONTRACTOR shall be responsible for the
887 purchase and distribution of fully assembled and functional Gray, Blue, and Green
888 Containers at new Residential Service Units in the Service Area as set forth in **Exhibit 4.**
889 Residential Service Units shall be provided with one (1) Gray Container, One (1) Blue
890 Container and one (1) Green Container. Additional Gray, Blue, or Green Containers may

891 be requested by the customer in accordance with the "Additional Container" Service
892 Rate set forth in **Exhibit 1**, or as may be adjusted under the terms of this Contract.

893 8.06.2.2 CONTRACTOR is responsible for the purchase and
894 distribution of fully assembled and functional Kitchen Food Waste Pails to Residential
895 Service Units in the Service Area, including to new Residential Service Units that are
896 added to CONTRACTOR'S Service Area during the term of this Contract. The initial
897 distribution of Kitchen Food Waste Pails must be completed on Work Days between
898 June 27, 2022 and July 22, 2022 along with educational outreach materials as approved
899 by City, and will be provided at no additional charge (one (1) pail per Residential Service
900 Unit). The distribution to new Service Units must be completed within five (5) Work Days
901 of receipt of notification from City or the Service Unit.

902 8.06.3 Additional Blue or Green Container. Upon request,
903 CONTRACTOR shall provide one (1) additional Blue or Green Container to any
904 Residential Service Unit for the provision of Recycling or Organic Recyclable Material
905 Collection Service. This service shall be provided by CONTRACTOR at no additional
906 charge to the Service Recipient. CONTRACTOR shall be compensated for the delivery
907 or exchange of additional Cart(s) in accordance with Section 8.05.6.

908 8.06.4 Replacement of Gray, Blue and Green Containers.
909 CONTRACTOR'S employees shall take care to prevent damage to carts by unnecessary
910 rough treatment. However, any Container damaged by the CONTRACTOR shall be
911 replaced by the CONTRACTOR, at the CONTRACTOR'S expense, within five (5) Work
912 Days at no cost or inconvenience to the Service Recipient.

913 8.06.4.1 Upon notification to the CONTRACTOR by the CITY or
914 a Service Recipient that the Service Recipient's Gray, Blue or Green Containers(s) has
915 been lost, stolen or damaged beyond repair through no fault of the CONTRACTOR, or
916 needs replacement due to age and normal wear and tear, the CONTRACTOR shall
917 deliver a replacement Containers(s) to such Service Recipient within five (5) Work Days.
918 Upon notification to the CONTRACTOR by the Service Recipient that the Service
919 Recipient's Kitchen Food Waste Pail has been lost or damaged beyond repair, the
920 CONTRACTOR shall deliver up to one replacement Kitchen Food Waste Pail at no
921 additional charge to the Service Recipient within (5) Work Days during the term of the
922 Contract. The CONTRACTOR shall maintain records documenting all Containers
923 replacements occurring on a monthly basis.

924 8.06.4.2 Each Service Recipient shall be entitled to the
925 replacement of one (1) lost, destroyed, or stolen Gray Container, one (1) lost, destroyed,
926 or stolen Blue Container, and one (1) lost, destroyed, or stolen Green Container during
927 the term of this Contract at no cost to the Service Recipient. Except in the case of a
928 Container that must be replaced because of damage caused by CONTRACTOR, due to
929 damage caused by age, or in the case where CONTRACTOR elects to replace a

930 Container rather than repair it on-site, CONTRACTOR shall be compensated for the cost
931 of those replacements in excess of one (1) per type of Container per Service Recipient
932 during the term of the Contract, in accordance with the "Container Replacement" Service
933 Rate set forth in **Exhibit 1**, or as may be adjusted under the terms of this Contract.

934 8.06.4.3 CONTRACTOR understands and agrees that this
935 provision is intended to be applied on a per Container type, Service Recipient basis and
936 accordingly each Service Recipient could receive up to three (3) replacement Container,
937 one (1) of each type, during the life of the Contract.

938 8.06.5 Repair of Gray, Blue and Green Containers. CONTRACTOR shall
939 be responsible for repair of Container(s) in the areas to include but not be limited to,
940 hinged lids, wheels and axles. Within five (5) Work Days of notification by the CITY or a
941 Service Recipient of the need for such repairs, the CONTRACTOR shall repair the
942 Container or, if necessary, remove the Container for repairs and deliver a replacement
943 Container to the Service Recipient.

944 8.06.6 Container Exchange. Upon notification to the CONTRACTOR by
945 the CITY or a Service Recipient that a change in the size of a Gray, Blue or Green
946 Container is required, or that the Service Recipient requires a second Blue or Green
947 Container, the CONTRACTOR shall deliver such Container to such Service Recipient
948 within five (5) Work Days. Each Residential Service Unit shall be eligible to receive one
949 (1) free Gray, Blue and Green Container exchange per Contract Year during the term of
950 this Contract and one free delivery of a second Blue or Green Container during the term
951 of this Contract. Accordingly, CONTRACTOR shall be compensated for the cost of
952 those exchanges in excess of one (1) per Container type per Contract Year, in
953 accordance with the "Container Exchange" service rate as set forth in **Exhibit 1** or as
954 may be adjusted under the terms of this Contract.

955 8.06.7 Ownership of Gray, Blue and Green Container. Ownership of
956 Gray, Blue and Green Container(s) shall rest with the CONTRACTOR, except that
957 ownership of Gray, Blue and Green Container(s) in the possession of a Service
958 Recipient at the end of this Contract may rest with the CITY, at City's sole discretion.

959 8.07 Residential Garbage Collection Service. This service will be governed by
960 the following terms and conditions:

961 8.07.1 Non-Collection. Except as set forth in Section 8.12,
962 CONTRACTOR shall not be required to Collect any Residential Garbage that is not
963 placed in a Gray Container. In the event of non-collection, CONTRACTOR shall affix to
964 the Gray Container a Non-Collection Notice explaining why Collection was not made.
965 CONTRACTOR shall maintain a copy of such notices during the term of this Contract.

966 8.07.2 Disposal Facility. Except as set forth below, all Residential
967 Garbage Collected as a result of performing Residential Garbage Collection Service
968 shall be transported to, and disposed of, at the Disposal Facility. In the event the
969 Disposal Facility is closed on a Work Day, the CONTRACTOR shall transport and
970 dispose of the Residential Garbage at such other legally permitted disposal facility as
971 designated in writing by CITY. Failure to comply with this provision shall result in the
972 levy of an administrative charge as specified in Article 21 of this Contract and may result
973 in the CONTRACTOR being in default under this Contract.

974 8.08 Residential Recycling Service. This service will be governed by the
975 following terms and conditions:

976 8.08.1 Overages. Corrugated cardboard that will not fit inside the Blue
977 Container may be placed beside the Blue Container for Collection.

978 8.08.2 Recycling - Improper Procedure. Except as set forth in this
979 Section 8.08.2, the CONTRACTOR shall not be required to Collect Recyclable Materials
980 if the Service Recipient does not segregate the Recyclable Materials from Residential
981 Garbage. Furthermore, except as set forth in Section 8.08.1 above, CONTRACTOR
982 shall not be required to Collect any Recyclable Material that is not placed in a Blue
983 Container. If Recyclable Materials are contaminated through commingling with
984 Residential Garbage, the CONTRACTOR shall, if practical, separate the Residential
985 Garbage from the Recyclable Materials. The Recyclable Materials shall then be
986 Collected and the Residential Garbage shall be left in the Blue Container along with a
987 Non-Collection Notice explaining why the Residential Garbage is not considered a
988 Recyclable Material. However, in the event the Recyclable Materials and Residential
989 Garbage are commingled to the extent that they cannot easily be separated by the
990 CONTRACTOR or the nature of the Residential Garbage renders the entire Blue
991 Container contaminated, the CONTRACTOR will leave the Blue Container un-emptied
992 along with a Non-Collection Notice that contains instructions on the proper procedures
993 for setting out Recyclable Materials. If contents in the Blue Container are contaminated,
994 the CONTRACTOR will have the option to collect the contaminated Container and
995 charge a Contamination Fee. CONTRACTOR will be required to take a picture of the
996 contamination and notify the customer using a Non-Collection/Contamination notice.

997 8.08.3 Material Recycling Facility. All Recyclable Materials Collected as
998 a result of performing Recycling Services shall be delivered to the Material Recycling
999 Facility. Failure to comply with this provision shall result in the levy of an administrative
1000 charge as specified in Article 21 of this Contract and may result in the CONTRACTOR
1001 being in default under this Contract.

1002 8.08.4 Recycling - Changes to Work. Should changes in law arise that
1003 necessitate any additions or deletions to the work described herein including the type of

1004 items included as Recyclable Materials, the parties shall negotiate any necessary cost
1005 changes and shall enter into a Contract amendment covering such modifications to the
1006 work to be performed and the compensation to be paid before undertaking any changes
1007 or revisions to such work.

1008 8.09 Organic Recyclable Material Collection Service. This service will be
1009 governed by the following terms and conditions:

1010 8.09.1 Christmas Tree Collection. The CONTRACTOR shall Collect
1011 Christmas Trees set out at the curb for Collection during the three-week period
1012 beginning December 26 and annually thereafter during the term of this Contract.
1013 CONTRACTOR shall deliver the Collected Christmas Trees to an appropriate facility for
1014 processing. Christmas Trees shall be limited to 8 feet tall , and must be generated by
1015 and at the Residential Service Unit wherein the Christmas Tree is Collected. This annual
1016 service shall be provided at no additional charge to the Service Recipient.

1017 8.09.1.1 Contaminated Christmas Trees: Christmas trees that
1018 are flocked, contain tinsel or other decorations may be transferred and/or delivered to
1019 the Disposal Facility at the discretion of the CONTRACTOR.

1020 8.09.2 Non-Collection. Except as set forth in Section 8.09.1 above,
1021 CONTRACTOR shall not be required to Collect any Organic Recyclable Material that is
1022 not placed in a Green Container. Furthermore, CONTRACTOR shall not be required to
1023 provide Leaf Collection Service as detailed in Section 8.11 if a bag contains any material
1024 other than leaves. In the event of non-collection, CONTRACTOR shall affix to the Green
1025 Containers or bags a Non-Collection Notice explaining why Collection was not made.
1026 CONTRACTOR shall maintain a copy of such notices during the term of this Contract. If
1027 contents in the Green Containers are contaminated, the CONTRACTOR will have the
1028 option to collect the contaminated Container and charge a Contamination Fee.
1029 CONTRACTOR will be required to take a picture of the contamination and notify the
1030 customer using a Non-Collection Notice.

1031 8.10 Organic Recyclable Material Processing Services. CONTRACTOR shall
1032 ensure that all Organic Recyclable Material Collected pursuant to this Contract is
1033 diverted from the landfill in accordance with AB 939 and subsequent legislation and
1034 regulations.

1035 8.10.1 CONTRACTOR shall ensure that the Organic Recyclable Material
1036 Collected pursuant to this Contract is not disposed of in a landfill, except as a residue
1037 resulting from processing.

1038 8.10.2 Organic Recyclable Material Processing Facility. CONTRACTOR
1039 must ensure that all Organic Recyclable Material collected pursuant to this Contract is
1040 diverted from the landfill in accordance with AB 939, AB 1826, AB 1594, SB 1016 and
1041 SB 1383, and any other Applicable Law. CONTRACTOR shall deliver all Collected

1042 Organic Recyclable Material to a fully permitted Organic Recyclable Material Processing
1043 Facility, a fully permitted Transfer Station, or other properly permitted facility. All
1044 expenses related to Organic Recyclable Material processing and marketing will be the
1045 sole responsibility of CONTRACTOR.

1046 8.11 Leaf Collection Service. CONTRACTOR shall provide Leaf Collection
1047 Service at the normal Organic Recyclable Material Collection pick-up date and time.
1048 CONTRACTOR shall collect up to four (4) 30-gallon bags per Service Unit per
1049 Collection. This service shall be provided at no additional cost to the City or Service
1050 Recipient.

1051 8.12 Large Item Collection Service. This service will be governed by the
1052 following terms and conditions.

1053 8.12.1 Conditions of Service. The CONTRACTOR shall provide Large
1054 Item Collection Service to all Residential Service Units in the Service Area whose Large
1055 Items have been placed within three (3) feet of the curb, swale, paved surface of the
1056 public roadway, closest accessible roadway, or other such location agreed to by the
1057 CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to
1058 the CONTRACTOR'S Collection crew and vehicle. The Service Recipient shall be
1059 limited to ten (10) cubic yards per Collection. Accordingly, CONTRACTOR shall be
1060 compensated for the cost of Collecting Large Items in excess of this limitation in
1061 accordance with the "additional Large Item Collection" service rate as set forth in **Exhibit**
1062 **1** or as may be adjusted under the terms of this Contract. Each Residential Service Unit
1063 in the Service Area shall be entitled to receive Large Item Collection Service up to three
1064 (3) times per Contract Year.

1065 8.12.2 Frequency of Service. Large Item Collection Service shall be
1066 provided within seven (7) days of receipt of the request, excluding Saturdays, Sundays
1067 and Holidays, as set forth herein. The Service Recipient shall not intentionally
1068 commingle Large Items with other Residential Waste. Large Item Collection Service will
1069 occur on the same day as Garbage Collection Service, Recycling Collection Service and
1070 Organic Recyclable Material Collection Service. Large Items placed in the public right of
1071 way more than twenty-four (24) hours before their scheduled Collection day may be
1072 considered illegal dumping if placement of such items is in violation of the Rancho
1073 Cordova Municipal Code and City may request CONTRACTOR to remove such items. If
1074 permissible, such removal shall be considered a special pick up for the service recipient
1075 and be subject to the special pick up fees as set forth in Exhibit 1.

1076 8.12.3 Care of Large Items. During the Collection and transporting of
1077 Large Items, CONTRACTOR shall take reasonable care to see that reusable goods are
1078 not damaged. In the event that CONTRACTOR Collects Large Items that contain Freon,
1079 CONTRACTOR shall handle such Large Items in a manner such that the Large Items

1080 are not subject to regulation as Hazardous Waste under applicable state and federal
1081 laws or regulations.

1082 8.12.4 Maximum Reuse and Recycling. CONTRACTOR must process
1083 bulky waste and Large Items collected from Service Units pursuant to this Contract
1084 locally, using a City-approved certified facility. CONTRACTOR shall ensure that Organic
1085 Recyclable Material and Recyclable Material Collected pursuant to this Contract is
1086 diverted from the landfill in accordance with AB 939 and subsequent legislation and
1087 regulations. If the CONTRACTOR is unable to deliver to the City-approved facility due to
1088 the City-approved facility failing to qualify as a High Diversion Organic Waste Processing
1089 Facility, and no other City-approved facility(ies) are available within fifteen (15) miles
1090 from the Elder Creek Transfer Station, or the Material Recovery Facility processing fee is
1091 more than sixty-seven dollars (\$67.00) per ton, as adjusted annually by the CPI-U-WST
1092 Adjustment, the CONTRACTOR may be entitled to receive additional compensation in
1093 accordance with Section 26.01 to recover the incremental costs for a change in travel
1094 distance or tipping fee. CONTRACTOR shall not landfill Large Items unless the Large
1095 Items cannot be reused or recycled.

1096 8.13 Residential Used Oil Collection Service. This service will be governed by
1097 the following terms and conditions:

1098 8.13.1 Conditions of Service. In conjunction with the provision of
1099 Residential Recycling Collection Service, the CONTRACTOR shall provide Residential
1100 Used Oil Collection Service to all Residential Service Units in the Service Area utilizing
1101 Used Oil Containers for the accumulation and set-out of their Used Oil, and Used Oil
1102 Filter Containers for the accumulation and set out of their Used Oil Filters where the
1103 Used Oil Containers and Used Oil Filter Containers have been placed within three (3)
1104 feet of the curb, swale, paved surface of the public roadway, closest accessible
1105 roadway, or other such location agreed to by the CONTRACTOR and Service Recipient,
1106 that will provide safe and efficient accessibility to the CONTRACTOR'S Collection crew
1107 and vehicle.

1108 8.13.2 Non-Collection. CONTRACTOR shall not be required to collect
1109 material placed in Used Oil or Used Oil Filter Containers unless the material is Used Oil
1110 or Used Oil Filters, as appropriate, and is free of contamination other than contamination
1111 normally expected to be present as a result of the use, storage or spillage of the Used
1112 Oil or Used Oil Filter. In the event of non-collection, CONTRACTOR shall affix to the
1113 Used Oil or Used Oil Filter Container a Non-Collection Notice explaining why Collection
1114 was not made and maintain a copy of such notice during the term of this Contract. Prior
1115 to the end of the Work Day, CONTRACTOR shall notify the Contract Administrator,
1116 either by Fax or e-mail, of any non-collection occurrences. If non-collection is because
1117 the Used Oil or Filter was placed in an improper container, CONTRACTOR shall also

1118 leave Used Oil or Used Oil Filter Containers in a number sufficient to contain the Used
1119 Oil or Used Oil Filters set out, but not exceeding a number sufficient to hold sixteen (16)
1120 quarts, or two (2) Used Oil Filters along with the Non-Collection Notice.

1121 8.13.3 Spillage. CONTRACTOR shall carry oil absorbent material on all
1122 vehicles providing Used Oil Collection Service and shall cleanup any Used Oil that spills
1123 during Collection, which has leaked from the Used Oil or Used Oil Filter Container, or
1124 which spills or leaks during the time the Used Oil or Used Oil Filter is in the Collection
1125 vehicle.

1126 8.13.4 Used Oil and Used Oil Filter Containers. To the extent allowed by
1127 CONTRACTOR, residents may provide their own used oil and used filter containers.
1128 However, in the event CONTRACTOR allows the use of resident-provided containers,
1129 CONTRACTOR shall assume any and all liabilities related to the use of such resident-
1130 provided containers. Within three (3) Work Days of receipt of a verbal, written, or
1131 electronic request of CITY or a Service Recipient, CONTRACTOR shall, at
1132 CONTRACTOR'S sole cost and expense, provide the Residential Service Unit where the
1133 Service Recipient resides with Used Oil Containers and Used Oil Filter Containers in the
1134 number requested by the CITY or the Service Recipient but not exceeding a number
1135 sufficient to hold sixteen (16) quarts of Used Oil and two (2) Used Oil Filters.

1136 8.13.4.1 At the time CONTRACTOR Collects Used Oil from a
1137 Service Recipient, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense,
1138 leave at the premises one (1) Used Oil Container for each Used Oil Container Collected
1139 and one (1) Used Oil Filter Container for each Used Oil Filter Container Collected.
1140 CONTRACTOR shall keep the outside of all Used Oil and Used Oil Filter Containers
1141 clean and may re-use the containers until the condition of the container makes it
1142 inappropriate for re-use.

1143 8.13.5 Segregation of Used Oil. CONTRACTOR shall keep all Used Oil
1144 and Used Oil Filters Collected pursuant to this Contract segregated from other materials.

1145 8.13.6 Used Oil Processing. CONTRACTOR shall recycle all Used Oil
1146 Collected pursuant to this Contract to the extent feasible and shall properly dispose of all
1147 Used Oil and Used Oil Filters that are contaminated or otherwise cannot be recycled.

1148 8.13.6.1 CONTRACTOR shall recycle the Used Oil only with
1149 persons who are authorized by the State of California to recycle oil. In the event the
1150 Used Oil or Used Oil Filters Collected pursuant to this Contract is contaminated to the
1151 extent that the Used Oil or Used Oil Filters require disposal as a Hazardous Waste,
1152 CONTRACTOR shall dispose of such Used Oil or Used Oil Filters, at CONTRACTOR'S
1153 own cost and expense in accordance with applicable state and federal law.

1154 8.13.6.2 CONTRACTOR shall notify the Contract Administrator,
1155 either by fax or e-mail, of any contamination which renders the Used Oil unacceptable
1156 for recycling or which requires disposal of the Used Oil or Used Oil Filters as a
1157 Hazardous Waste.

1158 8.14 Sharps Collection Service. The service will be governed by the following
1159 terms and conditions:

1160 8.14.1 Collection. Within one (1) week after request by Service Recipient
1161 CONTRACTOR will collect any Sharps discarded in Approved Sharps Containers
1162 provided by the Service Recipient, at that Service Recipient's Residential premise
1163 without surcharge to the Service Recipient or charge to the CITY. As part of the Sharps
1164 Collection Service, CONTRACTOR shall provide an option for Service Recipients to mail
1165 back their Sharps, if contained in a Contractor approved container for a fee. If
1166 CONTRACTOR delivers Approved Sharps Container(s) to a transfer station that
1167 CONTRACTOR owns or operates, CONTRACTOR will arrange for a medical waste
1168 hauler to pick up the Approved Sharps Container(s), and stage or store the Container(s)
1169 until the certified medical waste hauler collects the Container(s).

1170 8.14.2 Container. CONTRACTOR will, at the sole cost to the
1171 CONTRACTOR, provide Service Recipients with an Approved Sharps Container for use
1172 in the Sharps Collection Program.

1173 8.14.3 Service Recipient Appointment. CONTRACTOR will follow the
1174 following procedure:

1175 8.14.3.1 CONTRACTOR will receive the Service Recipient's
1176 telephone request for Sharps Collection Service during phone hours at the local, toll-free
1177 telephone number that CONTRACTOR must maintain.

1178 8.14.3.2 If the Service Recipient provides his or her
1179 telephone number to CONTRACTOR on that call, CONTRACTOR will return the call to
1180 schedule and Collect an Approved Sharps Container on Service Recipient's regularly
1181 scheduled Collection day between 6 a.m. and 3 p.m.

1182 8.14.3.3 CONTRACTOR will arrange with Service Recipient
1183 where Service Recipient will personally deliver the Approved Sharps Container to the
1184 CONTRACTOR'S employee when the employee knocks on or rings the bell at the
1185 Service Recipient's front door. CONTRACTOR may not arrange with Service Recipient
1186 to set out any Approved Sharps Container at the Service Recipient's curbside set-out
1187 site. In addition to the personal delivery of the Approved Sharps Container by the
1188 Service Recipient to the CONTRACTOR'S employee, the CITY may arrange for a drop-
1189 off location at one of the CITY's owned facilities. CONTRACTOR will record the time and
1190 place of regularly scheduled Collection on the Service Recipient's subscription form.

1191 8.14.4 Non-Collection. CONTRACTOR is not required to Collect Sharps
1192 in the following events:

1193 8.14.4.1 Service Recipient discards materials other than
1194 Sharps, such as prescription drugs,

1195 8.14.4.2 Service Recipient does not discard Sharps in an
1196 Approved Sharps Container,

1197 8.14.4.3 Sharps have spilled out of the Approved Sharps
1198 Container, or the Container is broken, split or otherwise damaged, or it is not sealed
1199 properly, or

1200 8.14.4.4 Service Recipient does not set out the Approved
1201 Sharps Container at the place arranged between the Service Recipient and the
1202 CONTRACTOR: for example, Service Recipient sets out the container at the curb.

1203 In any of these events, CONTRACTOR will complete and leave a Non-Collection Notice
1204 securely attached to the discarded material container, describing the reason that the
1205 CONTRACTOR did not Collect the Approved Sharps Container.

1206 8.14.5 Handling Sharps.

1207 8.14.5.1 CONTRACTOR'S employee will record Collection
1208 thereof on his or her route sheet.

1209 8.14.5.2 CONTRACTOR will transport Approved Sharps
1210 Container to CONTRACTOR'S transfer station located at 8642 Elder Creek Road,
1211 Sacramento, CA.

1212 8.14.5.3 CONTRACTOR will arrange for disposal of Sharps in
1213 accordance with Applicable Law.

1214 8.14.6 Customer Education and Outreach. CONTRACTOR will provide
1215 all Customers with a description of the Sharps Collection program.

1216 8.14.7 Collection of Sharps at the Transfer Station. CONTRACTOR will
1217 accept delivery of all Sharps delivered by Service Recipient (as evidenced by written
1218 identification) to CONTRACTOR'S transfer station located at 8642 Elder Creek Road,
1219 Sacramento, CA, without charge to the Service Recipient or CITY. CONTRACTOR will
1220 display samples of Approved Sharps Containers at the transfer station at a price no
1221 greater than its direct costs. CONTRACTOR will maintain a record of the delivery
1222 satisfactory to CITY, and instruct the resident how to discard the Service Recipient's
1223 Approved Sharps Container at the transfer station, such as in a kiosk.

1224

ARTICLE 9. City Collection Service

1225 9.01 City Collection Service. Except as set forth below, the CONTRACTOR
1226 shall provide City Collection Service to all City Service Units in the Service Area. This
1227 service will be governed by the following terms and conditions:

1228 9.01.1 Hours of Collection. City Collection Service shall be provided,
1229 commencing no earlier than 4:00 a.m., provided the City Service Unit is located a
1230 minimum of one hundred (100) feet from residential property, and terminating no later
1231 than 9:00 p.m., Monday through Friday with service on Saturday and Sunday starting no
1232 earlier than 7:30 a.m. The hours of Collection may be extended due to extraordinary
1233 circumstances or conditions with the prior written consent of the Contract Administrator.

1234 9.01.2 Accessibility. CONTRACTOR shall Collect all Gray, Blue or
1235 Green Containers that are readily accessible to the CONTRACTOR'S crew and vehicles
1236 and not blocked. However, CONTRACTOR shall provide "push services" as necessary
1237 during the provision of City Collection Services. Push services shall include, but not be
1238 limited to dismounting from the Collection vehicle, moving the Gray, Blue, or Green
1239 Containers from their storage location for Collection and returning the Gray, Blue, or
1240 Green Containers to their storage location.

1241 9.01.3 Manner of Collection. The CONTRACTOR shall provide City
1242 Collection Service with as little disturbance as possible and shall leave Gray, Blue, or
1243 Green Containers at the same point it originally located without obstructing alleys,
1244 roadways, driveways, sidewalks or mail boxes.

1245 9.01.4 Purchase and Distribution of Container(s).

1246 9.01.4.1 The CONTRACTOR shall be responsible for the
1247 purchase and distribution of Gray, Blue, or Green Container(s) to all City Service Units in
1248 the Service Area. The size of the Gray, Blue, or Green Container(s) to be distributed and
1249 the frequency of Collection shall be in accordance with the requirements set forth in
1250 **Exhibit 4** as may be amended from time-to-time.

1251 9.01.4.2 CONTRACTOR is responsible for the purchase and
1252 distribution of fully assembled and functional Kitchen Food Waste Pails to City Service
1253 Units in the Service Area. The initial distribution of Kitchen Food Waste Pails must be
1254 completed on Work Days between June 27, 2022 and July 22, 2022 along with
1255 educational outreach materials as approved by City, and will be provided at no additional
1256 charge (one (1) pail per City Service Unit).

1257 9.01.5 Replacement of Gray, Blue, and Green Container(s). Care shall
1258 be taken by CONTRACTOR'S employees to prevent damage to Containers by
1259 unnecessary rough treatment. However, any Gray, Blue, or Green Container(s)
1260 damaged by the CONTRACTOR shall be replaced by the CONTRACTOR, at
1261 CONTRACTOR's expense, within five (5) Work Days at no cost or inconvenience to the
1262 Service Recipient.

1263 9.01.5.1 Upon notification to the CONTRACTOR by the CITY
1264 that a City Service Units' Container has been lost, stolen or that it has been damaged
1265 beyond repair through no fault of the CONTRACTOR, the CONTRACTOR shall deliver a
1266 replacement Gray, Blue, or Green Container to such Service Unit within five (5) Work
1267 Days.

1268 9.01.6 Gray, Blue, and Green Container(s). CONTRACTOR shall be
1269 responsible for repair of Containers. Within five (5) Work Days of notification by the
1270 CITY of the need for such repairs, the CONTRACTOR shall repair the Container or if
1271 necessary, remove the Container for repairs and deliver a replacement Gray, Blue, or
1272 Green Container. Gray, Blue, and Green Container repair shall also include the removal
1273 of graffiti from the Container.

1274 9.01.7 Gray, Blue, and Green Container Exchange. Upon notification
1275 to the CONTRACTOR by the CITY that a change in the size, or number of the Gray,
1276 Blue, or Green Container, or a change in the number of Gray, Blue, or Green Containers
1277 is required, the CONTRACTOR shall deliver such Containers to such City Service Unit
1278 within five (5) Work Days.

1279 9.01.8 Ownership of Gray, Blue, and Green Containers. Ownership of
1280 Gray, Blue, and Green Containers distributed by the CONTRACTOR shall rest with the
1281 CONTRACTOR except in the case of the termination of the Contract due to the default
1282 of the CONTRACTOR. Under such circumstances, the Gray, Blue, and Green
1283 Containers, shall, at City's sole discretion and at no additional cost to the CITY, become
1284 the property of the CITY and CONTRACTOR shall submit to the Contract Administrator
1285 an inventory of Gray, Blue, and Green Containers, including their locations, together with
1286 all proof of ownership, and shall take all steps necessary to transfer ownership to CITY.

1287 9.01.9 Annual Cleaning. Once each Contract Year, at no charge to the
1288 CITY, CONTRACTOR shall clean all Gray, Blue, or Green Containers at the City Service
1289 Unit's premises or shall replace the dirty Containers with clean Containers and remove
1290 the dirty Containers for cleaning.

1291 9.02 City Hall Recycling Program. CONTRACTOR shall maintain a City Hall
1292 Recycling Program that includes Collection of Organic Recyclable Materials and
1293 Recyclable Materials. CONTRACTOR will educate CITY staff on the importance of
1294 source separating Recyclable Material and Organic Recyclable Materials from Garbage.
1295 CONTRACTOR shall provide educational material and signage annually for the City Hall
1296 Recycling Program at no additional cost to the CITY.

1297 9.03 City Garbage Collection Service.

1298 9.03.1 Conditions of Service. The CONTRACTOR shall provide City
1299 Garbage Collection Service to all City Service Units in the Service Area whose City
1300 Garbage is properly containerized in Gray Containers, where the Gray Containers are
1301 accessible as set forth in Section 9.01.2.

1302 9.03.2 Size and Frequency of Service. The size of the containers and
1303 the frequency of this service shall be provided as deemed necessary and as determined
1304 between the CONTRACTOR and the Contract Administrator, but such service shall be
1305 received no less than one (1) time per week with no exception for holiday(s) as set forth
1306 herein, except that Collection service scheduled to fall on a holiday may be rescheduled
1307 as determined between the Contract Administrator and the CONTRACTOR as long as
1308 the minimum frequency requirement is met. Service may be provided by Garbage Bin or
1309 Cart at the option of the CITY.

1310 9.03.3 Disposal Facility. All City Garbage, Collected as a result of
1311 performing City Garbage Collection Service shall be transported to, and disposed of, at
1312 the Disposal Facility. In the event the Disposal Facility is closed on a Work Day, the
1313 CONTRACTOR shall transport and dispose of City Garbage at such other legally
1314 permitted disposal facility as designated in writing by CITY. Failure to comply with this
1315 provision shall result in the levy of an administrative charge as specified in Article 21 of
1316 this Contract and may result in the CONTRACTOR being in default under this Contract.

1317 9.04 City Recycling Collection Service. This service will be governed by the
1318 following terms and conditions:

1319 9.04.1 Conditions of Service. The CONTRACTOR shall provide City
1320 Recycling Collection Service to all City Service Units in the Service Area whose
1321 Recyclable Materials are properly containerized in Blue Containers, except as set forth
1322 in Section 9.04.3 below, where the Blue Containers are accessible as set forth in Section
1323 9.01.2.

1324 9.04.2 Size and Frequency of Service. The size of the containers and
1325 the frequency of this service shall be provided as deemed necessary and as determined
1326 between the CONTRACTOR and the Contract Administrator, but such service shall be
1327 received no less than one (1) time per week with no exception for holiday(s) as set forth
1328 herein, except that Collection service scheduled to fall on a holiday may be rescheduled
1329 as determined between the Contract Administrator and the CONTRACTOR as long as
1330 the minimum frequency requirement is met. Service may be provided by Bin or Cart at
1331 the option of the CITY.

1332 9.04.3 Recycling - Improper Procedure. Except as set forth below, the
1333 CONTRACTOR shall not be required to Collect Recyclable Materials if the City does not
1334 segregate the Recyclable Materials from City Garbage. If Recyclable Materials are
1335 contaminated through commingling with City Garbage, the CONTRACTOR shall, if
1336 practical, separate the City Garbage from the Recyclable Materials. The Recyclable
1337 Materials shall then be Collected and the City Garbage shall be left in the Blue Container
1338 along with a Non-Collection Notice of why the City Garbage is not considered a
1339 Recyclable Material. However, in the event the Recyclable Materials and City Garbage
1340 are commingled to the extent that they cannot easily be separated by the
1341 CONTRACTOR or the nature of the City Garbage renders the entire Blue Container

1342 contaminated, the CONTRACTOR will leave the Blue Container un-emptied along with a
1343 Non-Collection Notice which contains instructions on the proper procedures for setting
1344 out Recyclable Materials. Upon notification from the Contract Administrator,
1345 CONTRACTOR shall Collect the contaminated Recyclable Materials as part of the next
1346 regularly scheduled City Garbage Collection and dispose of it at the Disposal Facility.

1347 9.05 Material Recovery Facility. All Recyclable Materials Collected as a result
1348 of performing Recycling Collection Services shall be delivered to the Material Recovery
1349 Facility, as specified and determined by CONTRACTOR at its sole discretion. Failure to
1350 comply with this provision shall result in the levy of an administrative charge as specified
1351 in Article 21 of this Contract and may result in the CONTRACTOR being in default under
1352 this Contract.

1353 9.06 Organic Recyclable Materials Collection Service. This service will be
1354 governed by the following terms and conditions:

1355 9.06.1 Conditions of Service. The CONTRACTOR shall provide
1356 Organic Recyclable Material Collection Service to all City Service Units in the Service
1357 Area whose Organic Recyclable Material is properly containerized in Green Containers,
1358 where the Green Containers are accessible as set forth in Section 9.01.2.

1359 9.06.2 Size and Frequency of Service. The size of the containers and
1360 the frequency of this service shall be provided as deemed necessary and as determined
1361 between the CONTRACTOR and the Contract Administrator, but such service shall be
1362 received no less than one (1) time per week with no exception for holiday(s) as set forth
1363 herein, except that Collection service scheduled to fall on a holiday may be rescheduled
1364 as determined between the Contract Administrator and the CONTRACTOR as long as
1365 the minimum frequency requirement is met. Service may be provided by Bin or Cart at
1366 the option of the CITY.

1367 9.06.3 Organic Recyclable Material Processing Facility.
1368 CONTRACTOR must ensure that all Organic Recyclable Material collected pursuant to
1369 this Contract is diverted from the landfill in accordance with AB 939, AB 1826, AB 1594,
1370 SB 1016 and SB 1383, and other Applicable Law. CONTRACTOR shall deliver all
1371 Collected Organic Recyclable Material to a fully permitted Organic Recyclable Material
1372 Processing Facility, a fully permitted Transfer station, or other properly permitted facility.
1373 All expenses related to Organic Recyclable Material processing and marketing will be
1374 the sole responsibility of CONTRACTOR.

1375 9.07 City Event Services. CONTRACTOR shall provide Garbage Collection
1376 and disposal services, Recyclable Material Collection and processing services, Organic
1377 Recyclable Material Collection and processing services, and portable toilets at up to ten
1378 (10) CITY-sponsored or supported events as requested by CITY. Such services shall be
1379 provided in such a manner that all Garbage, Recyclable, Organic Recyclable Material,
1380 and portable toilet needs of the event are adequately and properly provided for by

1381 CONTRACTOR at no cost of any kind to the CITY or the CITY-supported sponsor of the
1382 event.

1383 9.08 Large Item Collection Service. Large Item Collection Service shall be
1384 governed by the provisions of Section 8.11.

1385 **ARTICLE 10. Other Collection Service**

1386 10.01 Annual Contribution. CONTRACTOR shall continue to pay to the CITY
1387 the amount of \$4,000 to assist the City in funding the cost of the City shopping cart
1388 removal program annually on April 1 during the term of this Contract.

1389 10.02 Debris Collection Service.

1390 10.02.1 Conditions of Service. CONTRACTOR shall provide Debris
1391 Collection Service within the Service Area as requested by the CITY. In the event that
1392 the CONTRACTOR is notified by phone or in writing by the CITY of the location of
1393 abandoned debris, CONTRACTOR shall remove such item within forty-eight (48) hours
1394 of receipt of such notification.

1395 10.02.2 CONTRACTOR shall provide two thousand (2,000) cubic yards
1396 per Contract Year of Debris Collection Service at no additional charge to the City. The
1397 CONTRACTOR shall provide Debris Collection Service in excess of two thousand
1398 (2,000) cubic yards at the direction of the Contract Administrator, for a charge to the
1399 CITY not to exceed the rate set forth in **Exhibit 1**. The cubic yard charge to the CITY for
1400 Debris Collection Service in excess of the two thousand (2,000) cubic yard annual limit
1401 shall be adjusted annually in accordance with the percentage amounts identified in
1402 Section 4.01.5.

1403 10.03 Special Clean-Up Service.

1404 10.03.1 CONTRACTOR shall, in response to the written request of the
1405 Contract Administrator, deliver and collect Roll-Off Containers for use in special clean-up
1406 programs. CONTRACTOR, at the City Contract Administrators direction shall provide up
1407 to four (4) Special Clean-up Service events per year, with a total collection not to exceed
1408 One Thousand, Two Hundred (1,200) cubic yards in any Contract Year. Each clean-up
1409 event shall consist of a single Collection day beginning at 6:00 a.m. and ending at 6:00
1410 p.m. The Contract Administrator shall notify CONTRACTOR in writing not less than five
1411 (5) calendar days prior to the date of the service. The notice to CONTRACTOR shall
1412 specify the date of delivery and Collection of the Roll-Off Containers, the location(s) for
1413 delivery, and the number of and size of the Roll-Off Containers to be delivered. As part
1414 of this service, CONTRACTOR shall provide on-site supervision at all times the Roll-Off
1415 Containers are available for Special Clean-Up Service. At such time as the Roll-Off
1416 Container is full, but not later than the end of the Special Clean-Up Service day,
1417 CONTRACTOR shall transport and deliver the Collected materials to the Disposal

1418 Facility, the Materials Recycling Facility, or such other facility as is appropriate for the
1419 disposition of the materials and approved by the Contract Administrator.

1420 10.03.2 With the prior written consent of the Contract Administrator,
1421 CONTRACTOR may provide for the Collection of materials at a Special Clean-up
1422 Service event in a vehicle or container other than a Roll-Off Container. However, in the
1423 event the CONTRACTOR elects to utilize this alternative Collection process,
1424 CONTRACTOR is responsible for obtaining documentation of the weight of the materials
1425 Collected, diverted and disposed in a manner that is acceptable to the CITY.

1426 10.03.3 If requested by CITY, CONTRACTOR shall Collect and dispose
1427 of material of unknown origin that has been disposed of in the Service Area. Such
1428 Collection of material shall fall within the scope of Special Clean-up Service and the
1429 associated cubic yard limitations. In the event the CITY requests this service after the
1430 CONTRACTOR has met the annual cubic yard limitation, CONTRACTOR and CITY
1431 shall agree on a rate for such service.

1432 **ARTICLE 11. Collection Routes**

1433 11.01 Collection Service Routes. Thirty (30) days prior to commencement of
1434 Collection Services, the CONTRACTOR shall provide the CITY with maps precisely
1435 defining Collection routes, together with the days and the times at which Collection shall
1436 regularly commence.

1437 11.02 Service Route Changes. The CONTRACTOR shall submit to the CITY, in
1438 writing, any proposed route change (including maps thereof) not less than thirty (30)
1439 calendar days prior to the proposed date of implementation. The CONTRACTOR shall
1440 not implement any route changes without the prior review of the Contract Administrator.
1441 If the change will change the Collection day for a Service Recipient, the CONTRACTOR
1442 shall notify those Service Recipients in writing of route changes not less than thirty (30)
1443 days before the proposed date of implementation.

1444 11.02.1 Collection Route Audits. The CITY reserves the right to conduct
1445 audits of CONTRACTOR'S Collection routes. The CONTRACTOR shall cooperate with
1446 the CITY in connection therewith, including permitting CITY employees or agents,
1447 designated by the Contract Administrator, to ride in the Collection vehicles in order to
1448 conduct the audits. The CONTRACTOR shall have no responsibility or liability for the
1449 salary, wages, benefits or worker compensation claims of any person designated by the
1450 Contract Administrator to conduct such audits.

1451 **ARTICLE 12. Minimum Performance and Diversion Standards –**
1452 **Collection Services**

1453 12.01 Performance and Financial Review. CITY will contract with a solid waste
1454 consultant for an independent financial and performance review of Collection Services in

1455 calendar years 2020 and 2023. The primary objectives of the review are to ensure that
1456 service fees and franchise fees have been correctly calculated and paid, that diversion
1457 percentages have been properly calculated and that the CONTRACTOR is delivering
1458 services in accordance with the performance, reporting and diversion requirements of
1459 the Contract. CONTRACTOR agrees that these reviews are in the best interest of the
1460 CITY and CONTRACTOR and shall cooperate with CITY'S consultant during the
1461 provision of these reviews by providing access to all requested records and data in a
1462 timely manner.

1463 12.01.1 CITY and CONTRACTOR shall be responsible for sharing the
1464 cost of the performance and financial reviews, however, CONTRACTOR'S share of the
1465 cost of each review shall be limited to the lesser of one half (1/2) of the cost of the
1466 review or Ten Thousand Dollars (\$10,000).

1467 **ARTICLE 13. Collection Equipment**

1468 13.01 Collection Equipment Specifications.

1469 13.01.1 General Provisions. All equipment used by CONTRACTOR in
1470 the performance of Collection Services under this Contract shall be the highest quality
1471 available. The vehicles shall be designed and operated so as to prevent Collected
1472 materials from escaping from the vehicles. Hoppers shall be closed on top and on all
1473 sides with screening material to prevent Collected materials from leaking, blowing or
1474 falling from the vehicles. All trucks and containers shall be watertight and shall be
1475 operated so that liquids do not spill during Collection or in transit.

1476 13.01.2 All Collection Service vehicles utilized by CONTRACTOR
1477 pursuant to this Contract shall provide fully-automated Residential and City Collection
1478 Service except where such service is not feasible because of topographic or other
1479 physical factors. Where fully-automated Residential and City Collection Service is not
1480 feasible, CONTRACTOR shall consult with the Contract Administrator regarding the
1481 Residential or City Collection Service equipment to be utilized.

1482 13.01.3 Compressed Natural Gas Vehicles. CONTRACTOR replaced all
1483 Collection vehicles with clean burning Compressed Natural Gas ("CNG") by July 1,
1484 2019, for the provision of Residential Garbage Collection Service, Residential Recycling
1485 Collection Service, Organic Recyclable Material Collection Service, City Garbage
1486 Collection Service, City Recycling Collection Service, and City Organic Recyclable
1487 Material Collection Service. All new Collection vehicles shall also burn CNG, for the
1488 provision of Collection Services under this Contract.

1489 13.01.4 Large Items. Vehicles used for Collection of Large Items shall
1490 not use compactor mechanisms or mechanical handling equipment that may release
1491 Freon or other gases from pressurized appliances.

1492 13.01.5 Registration. All vehicles used by CONTRACTOR in providing
1493 Collection Services under this Contract, except those vehicles used solely on

1494 CONTRACTOR'S premises, are to be registered with the California Department of Motor
1495 Vehicles.

1496 13.01.6 Safety Markings. All Collection equipment used by
1497 CONTRACTOR shall have appropriate safety markings including, but not limited to,
1498 highway lighting, flashing and warning lights, clearance lights, and warning flags. All
1499 such safety markings shall be subject to the approval of the CITY and shall be in
1500 accordance with the requirements of the California Vehicle Code, as may be amended
1501 from time to time.

1502 13.01.7 Vehicle Signage and Painting. Collection vehicles shall be
1503 painted and numbered consecutively without repetition and shall have the
1504 CONTRACTOR'S name, CONTRACTOR'S customer service telephone number, and the
1505 number of the vehicle painted in letters of contrasting color, at least four (4) inches high,
1506 on each side and the rear of each vehicle. No advertising shall be permitted other than
1507 the name of the CONTRACTOR except promotional advertisement of the Recyclable
1508 Materials and Organic Recyclable Material programs. CONTRACTOR shall repaint all
1509 vehicles (including vehicles striping) during the term of this Contract on a frequency as
1510 necessary to maintain a positive public image as reasonably determined by the Contract
1511 Administrator. If requested by the CITY, CONTRACTOR shall display the name of the
1512 City and City logo on the Collection vehicles.

1513 13.01.8 Container Signage, Painting, and Cleaning. All metal Containers
1514 of any service type furnished by the CONTRACTOR shall be either painted or
1515 galvanized. All metal or plastic Containers shall display the CONTRACTOR'S name,
1516 CONTRACTOR'S customer service telephone number, and the number of the Container
1517 and shall be kept in a clean and sanitary condition. Such bins shall be steam cleaned by
1518 the CONTRACTOR as frequently as necessary so as to maintain them in a sanitary
1519 condition.

1520 13.01.9 Collection Vehicle Noise Level. All Collection operations shall be
1521 conducted as quietly as possible and shall conform to applicable federal, state, county
1522 and CITY noise level regulations, including the requirement of Chapter 6.68 of the
1523 Rancho Cordova Municipal Code (*noise ordinance*). In the event of repeat occurrences
1524 of noise levels in excess of the limit specified in the CITY'S municipal code,
1525 CONTRACTOR shall pay Liquidated Damages in accordance with Article 21.

1526 13.02 Vehicle Registration, Licensing and Inspection. No later than April 1,
1527 each Contract Year, CONTRACTOR shall submit documentation to the Contract
1528 Administrator to verify that each of the CONTRACTOR'S Collection vehicles is in
1529 compliance with all registration, licensing and inspection requirements of the California
1530 Highway Patrol, the California Department of Motor Vehicles, The California Air
1531 Resources Board and any other Applicable Laws or regulations. CONTRACTOR shall
1532 not use any vehicle to perform Collection Services that is not in compliance with
1533 applicable registration, licensing and inspection requirements.

1534 13.03 Equipment Maintenance. CONTRACTOR shall maintain Collection
1535 equipment in a clean condition and in good repair at all times. All parts and systems of
1536 the Collection equipment shall operate properly and be maintained in a condition
1537 satisfactory to CITY. CONTRACTOR shall wash all Collection vehicles at least once a
1538 week.

1539 13.04 Maintenance Log. CONTRACTOR shall maintain a maintenance log for
1540 all Collection vehicles. The log shall at all times be accessible to CITY by physical
1541 inspection upon request of Contract Administrator, and shall show, at a minimum, each
1542 vehicle's CONTRACTOR assigned identification number, date purchased or leased,
1543 dates of performance of routine maintenance, dates of performance of any additional
1544 maintenance, and description of additional maintenance performed.

1545 13.04.1 Equipment Inventory. Annually at the request of the Contract
1546 Administrator, CONTRACTOR shall submit, either by Fax or e-mail, an updated
1547 inventory of Collection vehicles and major equipment used by CONTRACTOR for
1548 Collection or transportation and performance of services under this Contract in a manner
1549 consistent with **Exhibit 7**. The inventory shall indicate each Collection vehicle by
1550 CONTRACTOR assigned identification number, DMV license number, the age of the
1551 chassis and body, type of fuel used, the type and capacity of each vehicle, the number of
1552 vehicles by type, the date of acquisition, the decibel rating and the maintenance and
1553 rebuild status. Annually at the request of the Contract Administrator, CONTRACTOR
1554 shall submit, either by Fax or e-mail, an updated inventory. Each inventory shall also
1555 include the tare weight of each vehicle as determined by weighing at a public scale and
1556 not at a disposal or other facility scale used by CONTRACTOR. Each vehicle inventory
1557 shall be accompanied by a certification signed by CONTRACTOR that all Collection
1558 vehicles meet the requirements of this Contract.

1559 13.04.2 Reserve Equipment. The CONTRACTOR shall have available to
1560 it, at all times, reserve Collection equipment which can be put into service and operation
1561 within one (1) hour of any breakdown. Such reserve equipment shall correspond in size
1562 and capacity to the equipment used by the CONTRACTOR to perform the contractual
1563 duties.

1564 **ARTICLE 14. Contractor's Office**

1565 14.01 CONTRACTOR'S Office. The CONTRACTOR shall maintain an office
1566 where complaints can be received and which provides toll-free telephone access for
1567 Service Recipients living in the City of Rancho Cordova. Such office shall be equipped
1568 with sufficient telephones that all Collection Service and Street Sweeping Service related
1569 calls received during normal business hours are answered by an employee within five
1570 (5) rings, and shall have responsible persons in charge during Collection hours and shall
1571 be open during such normal business hours, 7:00 a.m. to 5:00 p.m. on all Work Days
1572 and on those Saturdays when Collections Services are required as a result of the
1573 holiday Collection policy set forth in Section 3.08 of this Contract. The CONTRACTOR

1574 shall provide either a telephone answering service or mechanical device to receive
1575 Service Recipient inquiries during those times when the office is closed. Calls received
1576 after normal business hours shall be addressed the next Work Day morning.

1577 14.01.1 Emergency Contact. The CONTRACTOR shall provide the
1578 Contract Administrator with an emergency phone number where the CONTRACTOR can
1579 be reached outside of the required office hours.

1580 14.01.2 Multilingual/TDD Service. CONTRACTOR shall at all times
1581 maintain the capability of responding to telephone calls in English, Spanish and Russian.
1582 CONTRACTOR shall at all times maintain the capability or responding to telephone calls
1583 through Telecommunications Device for the Deaf (TDD) Services.

1584 14.01.3 Service Recipient Calls. During office hours, CONTRACTOR
1585 shall maintain a telephone answering system capable of accepting at least fifteen (15)
1586 incoming calls at one time. CONTRACTOR shall record all calls including any inquiries,
1587 service requests and complaints into a customer service log.

1588 14.01.4 All incoming calls will be answered within five (5) rings. Any call
1589 “on-hold” in excess of 1.5 minutes shall have the option to remain “on-hold” or to be
1590 switched to a message center where Service Recipient can leave a message.
1591 CONTRACTOR’S customer service representative shall return Service Recipient calls.
1592 For all messages left before 3:00 p.m., all “call backs” shall be attempted a minimum of
1593 one time prior to 5:00 p.m. on the day of the call. For messages left after 3:00 p.m., all
1594 “call backs” shall be attempted a minimum of one time prior to noon the next Work Day.
1595 CONTRACTOR shall make a minimum of three (3) attempts within twenty-four hours of
1596 the receipt of the call. If CONTRACTOR is unable to reach the Service Recipient on the
1597 next Work Day, the CONTRACTOR shall send a postcard to the Service Recipient on
1598 the second Work Day after the call was received, indicating that the CONTRACTOR has
1599 attempted to return the call.

1600 **ARTICLE 15. Street Sweeping Services**

1601 15.01 Street Sweeping Service. Throughout the Term of the Contract,
1602 CONTRACTOR shall provide Street Sweeping Services as set forth in this Contract. If
1603 CONTRACTOR enters into a subcontract for Street Sweeping Services, pursuant to
1604 Section 34.02, CONTRACTOR shall require the subcontractor to comply with all
1605 standards and requirements set forth in this Contract for the provision of Street
1606 Sweeping Services.

1607 15.02 Compensation for Street Sweeping Services. Contractor shall collect the
1608 Street Sweeping Fee set forth in **Exhibit 1** from Residential Service Units and that Street
1609 Sweeping Fee shall be full compensation for all Street Sweeping Services provided by
1610 the Contract.

1611 15.03 Manner of Service. CONTRACTOR shall provide a complete sweep of all
1612 Curb Miles on all Residential Streets and Commercial Streets located within the Service
1613 District. Within any Curb Mile, CONTRACTOR shall be responsible for sweeping all
1614 curbs including Median Islands, traffic calming islands and the corners from any cross
1615 street intersecting the subject street. Street Sweeping Services shall be performed in a
1616 manner such that all Sweep Waste is properly removed from all swept areas, including
1617 intersections, so that the street is in a clean condition. A clean condition is defined as
1618 the absence of Sweep Waste in the streets and gutters upon the completion of the
1619 sweeping operation in a manner that is consistent with industry standards and best
1620 management practices. To the extent needed to properly remove Sweep Waste,
1621 CONTRACTOR shall make multiple passes, or as necessary provide hand sweeping or
1622 vacuuming services.

1623 15.04 Traffic Laws. CONTRACTOR shall obey all laws governing the operation
1624 of the street sweepers on a public street, and shall perform its operations so that
1625 sweepers are traversing their routes in the normal direction of traffic.

1626 15.05 Parked Vehicles. In the event that CONTRACTOR'S operations are
1627 impeded by parked vehicles, CONTRACTOR shall bypass said parked vehicles. In such
1628 instances, the bypassed areas shall be considered as swept Curb Miles for purposes of
1629 calculating compensation.

1630 15.06 Call Backs. Whenever, in the sole opinion of the CITY Administrator, a
1631 section of street is inadequately swept such that all Sweep Waste has not been properly
1632 removed as required by Section 15.03, CONTRACTOR shall re-sweep the section in
1633 question within twenty-four (24) hours of receipt of verbal or written notification from the
1634 CITY Administrator.

1635 15.07 Water. CONTRACTOR shall obtain water services from the appropriate
1636 water utility companies for the water necessary in the street sweeping operation. The
1637 cost of the water shall be borne by CONTRACTOR. The proper volume and pressure
1638 shall be supplied by the sweeper at all times for adequate dust control during the
1639 sweeping operation. If reasonably available, CITY may direct CONTRACTOR to use
1640 reclaimed or recycled water due to increased availability of reclaimed water.

1641 15.08 Sweeper Speed. CONTRACTOR shall operate the sweepers at a speed
1642 of not more than six (6) to ten (10) miles per hour when sweeping or when the sweeper
1643 brooms are down. CITY will use industry standards, Environmental Protection Agency
1644 information, and the sweeper manufacturer's recommendation on the speed of sweepers
1645 when considering speeds greater than ten (10) miles per hour.

1646 15.09 Width of Sweeper Path. CONTRACTOR shall sweep a path, with all
1647 brooms down, with a width of not less than nine (9) feet unless parked vehicles,
1648 structures, or other objects prohibit the safe sweeping of this path width. The path shall
1649 begin at the face of the curb, and include the flow line of the gutter. Unless blocked by

1650 parked cars, or Containers, the face of the curb and gutter shall always be included
1651 within the sweeper path. On those streets with no curb, the width of the sweeper path
1652 shall be not less than nine (9) feet measured from the edge of the pavement toward the
1653 center of the street.

1654 15.10 Intersections. At all intersections, where debris has accumulated forming
1655 “invisible” islands, extra sweeper passes must be made to eliminate debris accumulation.

1656 15.11 Frequency and Day of Service. CONTRACTOR shall provide Street
1657 Sweeping Service for each Curb Mile in the Service District once every month to
1658 Residential Streets during the months of January through October, and twice every
1659 month during November and December. CONTRACTOR shall provide Street Sweeping
1660 Service for each Curb Mile in the Service District twice every month to Commercial
1661 Streets. However, in those instances where the scheduled Street Sweeping Service day
1662 falls on a holiday, CONTRACTOR shall adjust the route schedule as set forth in Section
1663 3.08.

1664 15.12 Hours and Days of Service. CONTRACTOR shall provide Street
1665 Sweeping Service on Residential Streets commencing no earlier than 6:00 a.m. and
1666 terminating no later than 4:00 p.m., Monday through Friday, with no service on Saturday
1667 or Sunday. Sweeping in commercial areas shall occur between the hours of 10:00 p.m.
1668 and 6:00 a.m. CONTRACTOR shall provide Street Sweeping Service on Commercial
1669 Streets commencing no earlier than 10:00 p.m. and terminating no later than 6:00 a.m.
1670 The hours, days, or both of service may be extended or suspended due to extraordinary
1671 circumstances or conditions with the prior verbal consent of the CITY Administrator.

1672 15.13 Disposal of Sweep Waste. It shall be the responsibility of CONTRACTOR
1673 to transfer and dispose of Sweep Waste in a manner that complies with applicable local,
1674 state and federal laws, regulations and requirements. CONTRACTOR shall bear all
1675 costs associated with the hauling and disposal of Sweep Waste.

1676 15.14 Spillage. During hauling, all Sweep Waste shall be contained, covered or
1677 enclosed so that leaking, spilling and blowing of the Sweep Waste is prevented.
1678 CONTRACTOR shall be responsible for the immediate cleanup of any spillage caused
1679 by CONTRACTOR.

1680 15.15 Changes in Streets. CITY Administrator may require some streets to be
1681 temporarily removed from or added to the list of scheduled streets swept under this
1682 Agreement. Conditions which may cause the CITY Administrator to order a street or an
1683 area to be bypassed temporarily include the following:

- 1684 1. Construction or development on or along a street;
1685 2. Pavement maintenance activities;

- 1686 3. Inclement weather when running water is in the gutter or street such that
1687 sweeping is ineffective;
- 1688 4. Special sweeping on alternative schedule;
- 1689 5. Other legitimate reasons that make sweeping impractical as determined by
1690 the CITY Administrator; and
- 1691 6. Special Events.

1692 In the event that the CITY Administrator notifies CONTRACTOR not to sweep on a
1693 temporary basis, the CITY Administrator shall notify CONTRACTOR of the temporary
1694 suspension of service at least one (1) Work Day prior to the scheduled sweep, except in
1695 the case when the reason for not performing service is due to inclement weather, the
1696 CITY Administrator may notify CONTRACTOR at any time.

1697 15.16 Obstructions. The equipment operator shall maintain a log showing the
1698 locations of roadways that cannot be adequately swept due to obstructions, including
1699 low hanging tree limbs or deserted vehicles parked on CITY streets. CONTRACTOR
1700 shall report these locations to the CITY Administrator within forty-eight (48) hours.

1701 15.17 Hazardous Waste. CONTRACTOR shall not be required to remove any
1702 Hazardous Waste from the street surface. CONTRACTOR shall immediately contact City
1703 Administrator if Hazardous Wastes are encountered during the provision of Street
1704 Sweeping Services.

1705 15.18 Coordination with Other City Programs. This Agreement requires the
1706 CONTRACTOR to establish and maintain good working relationships with various work
1707 units in the City. The CONTRACTOR shall be responsible for cooperating and
1708 coordination with the following CITY programs: residential Garbage, Recycling, and
1709 Organic Recyclable Material collection programs; road construction, paving and
1710 maintenance projects; and special City events, including parades, bicycle races, street
1711 fairs, etc.

1712 15.19 Street Sweeping Service Routes.

1713 15.19.1 Provision of Service Route Maps. No later than December 1,
1714 2017, CITY shall provide CONTRACTOR with existing Street Sweeping Service District
1715 maps precisely defining the Sweeper Routes currently in use. The route maps shall
1716 include the days of the month sweeping shall occur on Residential Streets and
1717 Commercial Streets in the Service District. CONTRACTOR shall provide Street
1718 Sweeping Services in accordance with those maps unless a route change is first
1719 approved by CITY pursuant to section 15.19.2, below.

1720 15.19.2 Route Service Changes. CONTRACTOR shall submit to the
1721 CITY Administrator, in writing, any proposed route change (including maps thereof) not
1722 less than sixty (60) calendar days prior to the proposed date of implementation. The

1723 CITY Administrator may provide written comments to CONTRACTOR on such proposed
1724 change no later than ten (10) Work Days after receipt of the proposal from
1725 CONTRACTOR, and CONTRACTOR shall revise the routes to reflect such comments
1726 and return them to the CITY Administrator within ten (10) Work Days of receipt of such
1727 comments, for CITY corroboration. CONTRACTOR shall not implement any route
1728 changes without the prior approval of the CITY Administrator.

1729 15.19.3 Additional Work. Should the City elect to extend the street
1730 sweeping program to include newly constructed streets after the effective date of the
1731 Agreement, CONTRACTOR will provide Street Sweeping Services for those streets.
1732 City shall provide CONTRACTOR notice of the addition of such streets and
1733 CONTRACTOR provide City with amended Street Sweeping routes incorporating the
1734 new streets into the Street Sweeping schedule for City's review and approval

1735 15.20 Equipment Specifications

1736 15.20.1 General Provisions. All Street Sweeping Service equipment
1737 used by CONTRACTOR in the performance of services under this Agreement shall be
1738 the highest quality available. The vehicles shall be designed and operated so as to
1739 prevent materials from escaping from the vehicles.

1740 15.20.2 Vehicle Compliance. During the term of this Agreement,
1741 CONTRACTOR shall provide street sweeping vehicles in full compliance with local, state
1742 and federal requirements, including but not limited to, the California Air Resources Board
1743 Heavy Duty Engine Standards, the Federal EPA's Highway Diesel Fuel Sulfur
1744 regulations; and any other applicable air pollution control laws.

1745 15.20.3 Street Sweeping Vehicles. CONTRACTOR shall maintain, at all
1746 times, sufficient street sweepers such that no sweeper is ever assigned to more than
1747 one (1) sweep route on any Work Day.

1748 15.20.4 Regenerative Air-Based Sweepers. CONTRACTOR shall use
1749 regenerative air-based sweepers that gather Sweep Waste into self-contained hoppers
1750 for eventual ejection at the disposal location. All sweepers shall have a dust
1751 suppression system in operation while conducting the work. Swept streets shall be clear
1752 of all dust, dirt, gravel, sand and all other debris from curb to curb in a manner that is
1753 consistent with best management practices and industry standards

1754 15.20.5 Dual Gutter Brooms. Sweeping vehicles must be equipped with
1755 dual gutter brooms no shorter than seven (7) inches, which shall be operating during all
1756 sweeping operations, and a main broom no shorter than eight (8) inches capable of
1757 sweeping at minimum a nine (9)-foot path, or vacuum sweep if approved by the CITY
1758 Administrator.

1759 15.20.6 Condition of Equipment. Sweeping vehicles must not be more
1760 than five (5) years old at the time of execution of this Agreement, and no more than (7)
1761 years old at any point for the duration of the Agreement. Machines must be in excellent

1762 working condition capable of removing Sweep Waste throughout the term of this
1763 Agreement. The outside body of the machine must be free from dents and large scratches,
1764 and paint must be well maintained.

1765 15.20.7 Tire Scuffing. The use of a steel plate on the sweeper wheel to
1766 prevent tire scuffing against the curb will not be permitted.

1767 15.20.8 Safety Markings and Devices. Sweeping vehicles used by
1768 CONTRACTOR in the performance of this Agreement shall have appropriate safety
1769 markings, including but not limited to, highway lighting, flashing and warning lights, and
1770 clearance lights. All such safety markings and devices shall be in accordance with the
1771 requirements of the California Vehicle Code, as may be amended periodically.

1772 15.20.9 Communications Equipment. CONTRACTOR shall, prior to
1773 rendering any Street Sweeping Services, equip each sweeper with communications
1774 equipment in order to provide direct communication among the equipment operators,
1775 field supervisor, and CITY Administrator. This equipment shall be at the
1776 CONTRACTOR'S sole cost and expense and shall be functional at all times.
1777 CONTRACTOR shall be responsible for normal maintenance of all communications
1778 equipment during the term of the Agreement.

1779 15.20.10 Sound Control Requirements. The noise level from the
1780 CONTRACTOR'S operations, during hours of operation shall not exceed 86 decibels at
1781 a distance of 50 feet in all residential areas. Said noise level requirement shall apply to
1782 all equipment used to provide Street Sweeping Services under the terms of this
1783 Agreement. The use of loud sound signals shall be avoided in favor of light warnings,
1784 except those required by safety laws for the protection of personnel.

1785 15.20.11 Vehicle Signage and Painting. All Street Sweeping Service
1786 vehicles shall be painted and numbered consecutively without repetition and shall have
1787 CONTRACTOR'S name, telephone number, and the number of the vehicle painted in
1788 letters of contrasting color, at least four (4) inches high, on each side and on the rear of
1789 each vehicle. CONTRACTOR shall repaint all sweepers during the term of this
1790 Agreement on a frequency as necessary to maintain a positive public image as
1791 reasonably determined by the CITY Administrator.

1792 15.20.12 Vehicle Registration, Licensing and Inspection. All Street
1793 Sweeping vehicles used by CONTRACTOR in the performance of services under this
1794 Agreement shall be in compliance with all registration, licensing and inspection
1795 requirements of the California Highway Patrol, the California Department of Motor
1796 Vehicles, and any other applicable laws or regulations. CONTRACTOR shall maintain
1797 copies of all certificates and reports evidencing compliance, and shall make such
1798 certificates and reports available for inspection upon request by the CITY Administrator.
1799 CONTRACTOR shall not use any vehicle to perform Sweeping Services that is not in
1800 compliance with applicable registration, licensing and inspection requirements.

1801 15.20.13 Equipment Maintenance. CONTRACTOR shall maintain all
1802 Street Sweeping vehicles in a clean condition and in good repair at all times. All parts
1803 and systems of the collection equipment shall operate properly and be maintained in
1804 good working order. CONTRACTOR shall wash all Street Sweeping vehicles at least
1805 once per week using recycled water to the extent feasible. All washings shall be
1806 conducted in a manner that conforms to the BMP Guidelines for Non-Point Source
1807 Pollutants in the publication entitled *Storm Water Best Management Practices Handbook*
1808 *for Industrial Commercial*.

1809 15.20.14 Maintenance Log. CONTRACTOR shall maintain a
1810 maintenance log for all Street Sweeping vehicles. The log shall at all times be
1811 accessible to CITY via computer, or by physical inspection upon the request of the CITY
1812 Administrator. The log shall show, at a minimum, for each vehicle the CONTRACTOR-
1813 assigned identification number, date purchased or initial lease, dates of performance of
1814 routine maintenance, dates of performance of any additional maintenance, and
1815 description of additional maintenance performed.

1816 15.20.15 Equipment Inventory. On or before August 15, 2017,
1817 CONTRACTOR shall provide to CITY an initial inventory of Street Sweeping vehicles to
1818 be used by CONTRACTOR for the provision of services under this Agreement in a
1819 manner consistent with **Exhibit 7**. The inventory shall indicate each vehicle by
1820 CONTRACTOR assigned identification number, DMV license number, the age of the
1821 chassis and body, mileage, type of fuel used, manufacturer, the date of acquisition, and
1822 the maintenance and rebuild status. CONTRACTOR shall submit to CITY an updated
1823 inventory annually on or before April 1 of each Contract Year. Each vehicle inventory
1824 shall be accompanied by a certification by CONTRACTOR that all vehicles meet the
1825 requirements of this Agreement.

1826 15.20.16 Reserve Equipment. CONTRACTOR shall have available to it
1827 at all times reserve Street Sweeping Service equipment which can be put into service
1828 and operation within one (1) hour of any breakdown. Such reserve equipment shall
1829 correspond in size and capacity to the equipment used by CONTRACTOR to perform
1830 CONTRACTOR's duties under this Contract.

1831 15.21 Protection/Restoration of Public and Private Property. CONTRACTOR
1832 shall be responsible for protecting existing improvements, adjacent property, utility and
1833 other facilities, and trees and plants from injury or damage resulting from
1834 CONTRACTOR'S operations. CONTRACTOR shall repair or replace all existing
1835 improvements, which are damaged or removed as a result of sweeping operations.
1836 Trees, lawns, and shrubbery which are damaged or removed because of the
1837 CONTRACTOR'S operations shall be restored or replaced in nearly the original
1838 condition and location as reasonably possible. That portion of trees or shrubs extended
1839 into the street past the face of the curb is excluded.

1840 15.22 Accidents. Any and all accidents, damage to public or private property, or
1841 other noteworthy event, regardless of how minor, involving another person, private or
1842 public property or vehicle, shall be reported to the CITY Administrator immediately.

1843 15.23 Additional Street Sweeping Services. If during the term of this
1844 Agreement, circumstances exist which require work associated with the Street Sweeping
1845 Service program that are not specifically provided for in this Agreement, the CITY
1846 Administrator may require CONTRACTOR to perform such other associated work
1847 (“OAW”). Examples of OAW that CONTRACTOR may be required to perform include:

- 1848 1. Performance of special sweeps;
- 1849 2. Flood or storm clean-up;
- 1850 3. Street sanitation for parades and celebrations;
- 1851 4. Neighborhood clean-up activities; and
- 1852 5. Any contingency where sweeper and supporting sweeper equipment
1853 could assist in a particular instance.

1854 When the City Administrator authorizes the performance of OAW which requires
1855 CONTRACTOR to employ additional personnel, work existing personnel overtime hours,
1856 or hire additional equipment, CITY will pay CONTRACTOR for such services as set forth
1857 in Exhibit 1. All OAW shall be authorized by the CITY Administrator prior to its being
1858 performed.

1859 15.24 Emergency Service Provisions - Route Variances. In the event of a flood,
1860 tornado, major storm, earthquake, fire, natural disaster, or other such event, the CITY
1861 Administrator may grant CONTRACTOR a variance from regular routes and schedules.
1862 As soon as practicable after such event, CONTRACTOR shall advise the CITY
1863 Administrator when it is anticipated that normal routes and schedules can be resumed.
1864 The CITY shall make an effort through the local news media to inform the public when
1865 regular services may be resumed.

1866 15.25 Reporting Requirements. CONTRACTOR shall submit reports with all
1867 data as described in **Exhibit 8**. CONTRACTOR shall submit to the CITY Administrator
1868 quarterly and annual reports containing the information, in the format and at the times
1869 described in **Exhibit 8**.

1870 15.26 Street Sweeping Quality of Work. The standards of performance which
1871 CONTRACTOR is obligated to meet are those Street Sweeping practices which leave
1872 the serviced area in a debris and dirt free condition in a manner consistent with industry
1873 standards and best management practices.

1874 15.27 Administrative Charges. In the event CONTRACTOR fails to perform the
1875 services as set forth in this Agreement, CITY may assess an administrative charge
1876 against CONTRACTOR in the amounts set forth in Article 21.

1877

ARTICLE 16. Other Services

1878 16.01 Public Outreach and Education Services. CONTRACTOR, at its own
1879 expense, shall prepare, submit and implement an annual (calendar year) Public
1880 Education and Outreach Program beyond the City's Public Education and Outreach
1881 Program. CONTRACTOR will maintain, in its local staff, a Community Outreach
1882 Manager in order to achieve an effective public education and outreach program tailored
1883 to meet the needs of the City of Rancho Cordova. Public Outreach and Education
1884 Services will include, but not limited to, regular attendance at Area Association meetings,
1885 working with Schools Districts within the CITY, active participation in CITY sponsored
1886 events, development of a dedicated web page on CONTRACTOR'S website,
1887 development of City-specific online content in collaboration with the CITY (online
1888 newsletters, websites, Facebook, Twitter and other media) and enhanced educational
1889 and outreach materials. Beginning September 30, 2022, and annually thereafter, the
1890 proposed action plan must be submitted to the CITY for approval no later than
1891 September 30th for the following Contract Year. The program must include outreach and
1892 educational services that increase diversion and resident participation as approved by
1893 the Contract Administrator. Outreach and educational services should target certain
1894 Recyclable Materials or "problem" areas of the CONTRACTOR'S Service Area where
1895 improvements can be maximized. Targets of outreach should be based on local trends
1896 and recycling patterns based on information obtained by both the Contract Administrator
1897 and CONTRACTOR staff. CONTRACTOR will provide three (3) community compost
1898 workshops per Contract Year, which shall be a service separate from the four campaigns
1899 required as part of the Public Outreach and Education Services Program as described
1900 herein. Funds provided by Contractor for the Public Education and Outreach Program
1901 shall be at least Thirty-Five Thousand Dollars (\$35,000) during calendar year 2022,
1902 Thirty Thousand Dollars (\$30,000) during calendar year 2023, and Twenty-Five
1903 Thousand Dollars (\$25,000) during calendar year 2024.

1904 16.01.1 School Outreach Program. CONTRACTOR shall develop a
1905 School Outreach Program including, at a minimum, the following two programs: 1.) The
1906 sponsorship of three (3) annual scholarships of one thousand dollars (\$1,000) each for
1907 high school students who reside in the City and are interested in environmental sciences
1908 and sustainability issues. The scholarships shall be awarded based on an essay contest
1909 which shall be judged jointly by CONTRACTOR and CITY and 2.) A School Program
1910 which includes classroom presentations on source reduction, recycling and composting
1911 concepts and strategies which shall be presented at schools located in the City. The
1912 School Outreach Program shall be provided at no additional cost to the City.
1913 CONTRACTOR shall provide the CITY with an outline of the proposed annual School
1914 Outreach Program within 30 days of the execution of the Contract.

1915 16.02 City Recycling Coordinator. CONTRACTOR shall provide for the
1916 equivalent of one full-time Recycling Coordinator dedicated to providing services to the
1917 CITY for the term of the Contract. CONTRACTOR may use a subcontractor to perform

1918 some or all of the duties normally assigned to the Recycling Coordinator. The services
1919 to be provided by the Recycling Coordinator shall include those agreed to by the Parties
1920 and set forth in a work plan approved by the City. During the term of the Contract,
1921 CONTRACTOR shall provide CITY with a proposed work plan for the Recycling
1922 Coordinator for approval by the City. Alternatively to CONTRACTOR providing a
1923 Recycling Coordinator, CITY may, in its sole discretion, determine to procure the
1924 services of a Recycling Coordinator independently. In that event, CONTRACTOR shall
1925 fund those services in an amount not to exceed \$50,000 annually. If CITY decides to
1926 exercise the option to hire or contract for a Recycling Coordinator independently, it shall
1927 provide sixty days' notice to CONTRACTOR of that decision. CONTRACTOR shall
1928 thereafter reimburse CITY for the costs of those services in an amount not to exceed
1929 that set forth above. If the CONTRACTOR funds services, the CONTRACTOR will no
1930 longer be responsible for the classroom presentation portion of the School Outreach
1931 Program referenced in 16.01.1., however CONTRACTOR will remain responsible for
1932 funding the three annual scholarships referenced in Section 16.01.1.

1933 16.03 Annual Collection Service Notice. Each year during the term of this
1934 Contract, the CONTRACTOR shall publish and distribute a notice to all Residential
1935 Service Units regarding the Residential Collection Service programs. The notice shall
1936 contain at a minimum: definitions of the materials to be Collected, procedures for setting
1937 out the materials, maps of the Service Area indicating the days when Residential
1938 Garbage Collection Service, Large Item Collection Service, Residential Used Oil
1939 Collection Service, Residential Recycling Collection Service, Organic Recyclable
1940 Material Collection Service, Sharps Collection Service, and HHW Collection Event will
1941 be provided, and the CONTRACTOR customer service phone number. The notice shall
1942 be provided in English, and other languages as directed by the CITY and shall be
1943 distributed by the CONTRACTOR no later than December 1, 2022 and annually
1944 thereafter.

1945 16.04 Programs and Services. CONTRACTOR shall provide additional services
1946 and programs as requested by CITY at a price to be mutually agreed upon between the
1947 CONTRACTOR and the Contract Administrator. In the event the CONTRACTOR and
1948 the Contract Administrator cannot reach a mutually agreed upon price for the requested
1949 service or program, CITY shall have the right to procure the service of other vendors or
1950 contractors to provide the requested service.

1951 16.05 Recovered Organic Recyclable Material Product. CONTRACTOR shall
1952 offer and provide free compost for residential use at a location mutually agreed upon
1953 between CONTRACTOR and CITY. CONTRACTOR shall offer Rancho Cordova
1954 residents up to three (3) cubic yards of compost per Contract Year to be picked up by
1955 residents at Elder Creek Transfer Station. City and Contractor will reasonably cooperate
1956 in good faith to review availability and purchase of Recovered Organic Products,
1957 including Renewable Natural Gas, when available to fuel collection fleet in City.

1958 16.05.1 Deceased Wildlife. CONTRACTOR shall pick up and properly
1959 dispose of Deceased Wildlife found on or near CITY right-of-ways the same day of
1960 receipt of a service request from CITY if the service request is received by
1961 CONTRACTOR before 1:00 pm. Service requests received by CONTRACTOR after 1:00
1962 pm shall be picked up no later than 5:00 pm the following Work Day. Weight of
1963 Deceased Wildlife shall not exceed one hundred fifty (150) pounds per animal.
1964 CONTRACTOR will be responsible for picking up a maximum of three hundred fifty (350)
1965 Deceased Wildlife per year.

1966 16.06 News Media Relations. CONTRACTOR shall notify the Contract
1967 Administrator by fax, e-mail or phone of all requests for news media interviews related to
1968 the Collection Services program within twenty-four (24) hours of CONTRACTOR'S
1969 receipt of the request. Before responding to any inquiries involving controversial issues
1970 or any issues likely to affect participation or Service Recipient perception of services,
1971 CONTRACTOR will discuss CONTRACTOR'S proposed response with the Contract
1972 Administrator.

1973 16.07 Copies of draft news releases or proposed trade journal articles shall be
1974 submitted to CITY for prior review and approval at least five (5) Work Days in advance of
1975 release, except where CONTRACTOR is required by any law or regulation to submit
1976 materials to any regulatory agency in a shorter period of time, in which case
1977 CONTRACTOR shall submit such materials to CITY simultaneously with
1978 CONTRACTOR'S submittal to such regulatory agency.

1979 16.07.1 Copies of articles resulting from media interviews or news
1980 releases shall be provided to the CITY within five (5) Work Days after publication.

1981 16.08 Looking out for You Program. In collaboration with CITY, CONTRACTOR
1982 shall develop and implement a "Looking Out For You" program wherein CONTRACTOR
1983 will work with law enforcement and other CITY departments to create a comprehensive
1984 crime/emergency plan as well as utilize drivers to spot and report other areas of concern
1985 outside of Solid Waste Services such as street light outages, damaged signs, potholes
1986 and downed wires. CONTRACTOR shall make drivers available for an annual training
1987 by CITY's Police Department during the term of the Contract.

1988 **ARTICLE 17. Emergency Service Provisions**

1989 17.01 Emergency Services. In the event of a tornado, major storm, earthquake,
1990 flooding, fire, natural disaster, or other such event, the Contract Administrator may grant
1991 the CONTRACTOR a variance from regular Collection routes and schedules. As soon
1992 as practicable after such event, the CONTRACTOR shall advise the Contract
1993 Administrator when it is anticipated that normal routes and schedules can be resumed.
1994 The Contract Administrator shall make an effort through the local news media to inform
1995 the public when regular Collection Services may be resumed. The clean-up from some
1996 events may require that the CONTRACTOR hire additional equipment, employ additional

1997 personnel, or work existing personnel on overtime hours to clean debris resulting from
1998 the event. The CONTRACTOR shall receive additional compensation, above the normal
1999 compensation contained in this Contract, to cover the costs of rental equipment,
2000 additional personnel, overtime hours and other documented expenses based on the
2001 rates set forth in **Exhibit 1** to this Contract provided the CONTRACTOR has first
2002 secured written authorization and approval from the CITY through the Contract
2003 Administrator.

2004 **ARTICLE 18. Record Keeping and Reporting Requirements**

2005 18.01 Record Keeping.

2006 18.01.1 Accounting Records. CONTRACTOR shall maintain full,
2007 complete and separate financial, statistical and accounting records, pertaining to cash,
2008 billing, and provisions of all Collection Services and Street Sweeping Services, prepared
2009 on an accrual basis in accordance with generally accepted accounting principles. Such
2010 records shall be subject to audit, copy, and inspection. Gross revenues derived from
2011 provision of the Collection Services, whether such services are performed by the
2012 CONTRACTOR or by a subcontractor or subcontractors, shall be recorded as revenues
2013 in the accounts of the CONTRACTOR. CONTRACTOR shall maintain and preserve all
2014 cash, billing and disposal records for a period of not less than five (5) years following the
2015 close of each of the CONTRACTOR'S fiscal years.

2016 18.01.2 Contract Materials Records. CONTRACTOR shall maintain
2017 records of the quantities of (i) Residential Waste and City Waste Collected and disposed
2018 under the terms of this Contract, (ii) Recyclable Materials, by type, Collected, purchased,
2019 processed, sold, donated or given for no compensation, and residue disposed.

2020 18.01.3 Other Records. CONTRACTOR shall maintain all other records
2021 reasonably related to provision of Collection Services, whether or not specified in this
2022 Article 18 or elsewhere in the Contract.

2023 18.02 Annual Reporting.

2024 18.02.1 General. Annual reports shall be submitted no later than April 1
2025 for the previous Contract Year. Annual reports shall be submitted in hard copy, and
2026 shall be provided electronically.

2027 18.02.2 CalRecycle Reports. CONTRACTOR shall prepare information
2028 requested by the City to be used in annual reports required by the Department of
2029 Resources, Recycling and Recovery ("CalRecycle"), for submittal to the CITY by April 1
2030 for review and comment, and CONTRACTOR revision as needed. CITY shall submit the
2031 final report to the state.

2032 18.02.2.1 In the event that CalRecycle requires City to report
2033 an Implementation Schedule to comply with AB 341, AB 1826, SB 1383, SB 1594 and
2034 other Applicable Laws, Contractor will provide assistance to City in preparing a report,

2035 including Contractor's policies and procedures related to compliance with AB 341, AB
2036 1826, SB 1383, and other Applicable Laws and how Recycling or Organics are collected,
2037 a description of the geographic area, routes, list of addresses served and a method for
2038 tracking contamination, copies of route audits, copies of notice of contamination, copies
2039 of notices, violations, education and enforcement actions issued, and copies of
2040 educational materials, flyers, brochures, newsletters, website, and social media.

2041 18.02.3 CITY Reports. Annual reports to the CITY shall include:

2042 18.02.3.1 Public Education Summary. Public education and
2043 information activities undertaken during the year, including distribution of bill inserts,
2044 collection notification tags, community information and events, tours and other activities
2045 related to the provision of Collection Services. This report will discuss the impact of
2046 these activities on Recycling program participation and include amounts Collected from
2047 Residential Service Units.

2048 18.02.3.2 Summary of Programs. An analysis of any Recycling
2049 and Organic Recyclable Materials Collection, processing and marketing issues or
2050 conditions (such as participation, setouts, contamination, etc.) and possible solutions,
2051 discussed separately for Residential programs.

2052 18.02.3.3 An electronic listing of all Residential Service Units and
2053 City Service Units including Service Recipient name, and address, billing name and
2054 address if different, and Container size by service type. This report shall be in a format
2055 acceptable to CITY.

2056 18.02.3.4 Recycling Data. The quarterly totals of Recyclable
2057 Materials processed and sold including facility name and location, average price
2058 received per ton and total recycling revenue received for the Calendar Year, cost of
2059 Recyclables Materials processing, and the cost of residual disposal. Indicate any
2060 quantities, by material type, donated or otherwise disbursed without compensation.
2061 Indicate number of Containers distributed by size and Service Unit type. Also provide
2062 quarterly totals and location for Residual disposed based on facility average or
2063 characterization at CONTRACTOR'S discretion.

2064 18.02.3.5 Organic Recyclable Materials Data. Include
2065 average daily gross tons Collected by route. Include the total number of generators that
2066 receive each type of Organic Recyclable Materials Collection Service provided by the
2067 CONTRACTOR. Indicate number of Containers distributed by size and Service Unit
2068 type. Provide totals and location for Residue Disposed based on facility average or
2069 characterization at CONTRACTOR'S discretion. Include the number of route reviews
2070 conducted for prohibited contaminants and the number of Non-Collection Notices issued
2071 to Service Recipients.

2072 18.02.3.6 Customer Service Log. A complete record of
2073 incoming calls, including the type and number of each call type, including inquiries,
2074 service requests, calls related to missed pickups, damaged containers (with three-year
2075 retention).

2076 18.02.3.7 Summary Narrative. A summary narrative of
2077 problems encountered with Collection and processing activities and actions taken.
2078 Indicate type and number of Non-Collection Notices left at Service Recipient locations.
2079 Indicate instances or numbers of property damage or injury, significant changes in
2080 operation, market factors, publicity conducted, or needs for publicity. Include description
2081 of processed material loads rejected for sale, reason for rejection and disposition of load
2082 after rejection.

2083 18.02.3.8 Container and Vehicle Inventory. An updated
2084 complete inventory of Bins and Carts by type and size, and an updated complete
2085 inventory of Collection vehicles including for each vehicle: truck number, date
2086 purchased, vehicle type, tare weight, license plate number, and vehicle make and model.

2087 18.02.3.9 Diversion Data. CONTRACTOR must deliver to
2088 CITY diversion data for the franchised services performed under this Contract in the
2089 format specified by CITY.

2090 18.02.4 Additional Reporting. The CONTRACTOR shall furnish the
2091 CITY with any additional reports as may reasonably be required, such reports to be
2092 prepared within a reasonable time following the reporting period.

2093 **ARTICLE 19. Nondiscrimination**

2094 19.01 Nondiscrimination. In the performance of all work and services under this
2095 Contract, CONTRACTOR shall not discriminate against any person on the basis of such
2096 person's race, sex, color, national origin, religion, marital status or sexual orientation.
2097 CONTRACTOR shall comply with all applicable local, state and federal laws and
2098 regulations regarding nondiscrimination, including those prohibiting discrimination in
2099 employment.

2100 **ARTICLE 20. Service Inquiries and Complaints**

2101 20.01 CONTRACTOR'S Customer Service. All service inquiries and complaints
2102 shall be directed to the CONTRACTOR. A representative of the CONTRACTOR shall be
2103 available to receive the complaints during normal business hours. All service complaints
2104 will be handled by the CONTRACTOR in a prompt and efficient manner. In the case of a
2105 dispute between the CONTRACTOR and a Service Recipient, the matter will be
2106 reviewed and a decision made by the Contract Administrator.

2107 20.01.1 The CONTRACTOR will utilize the customer service log to
2108 maintain a record of all inquiries and complaints in a manner prescribed by the CITY.

2109 20.01.2 For those complaints related to missed Collections that are
2110 received by 3:00 p.m. on a Work Day, the CONTRACTOR will return to the Service Unit
2111 address and Collect the missed materials before leaving the Service Area for the day.
2112 For those complaints related to missed Collections that are received after 3:00 p.m. on a
2113 Work Day, the CONTRACTOR shall have until the end of the following Work Day to
2114 resolve the complaint. For those complaints related to repair or replacement of a
2115 Container, the appropriate sections of this Contract shall apply.

2116 20.01.3 CONTRACTOR agrees that it is in the best interest of the CITY
2117 that all Residential Waste, City Waste and Recyclable Materials be Collected on the
2118 scheduled Collection day. Accordingly, missed Collections will normally be Collected as
2119 set forth above regardless of the reason that the Collection was missed. However, in the
2120 event a Service Recipient requests missed Collection Service more than two (2) times in
2121 any consecutive two (2) month period, the Contract Administrator will work with the
2122 CONTRACTOR to determine an appropriate resolution to that situation. In the event the
2123 CONTRACTOR believes any complaint to be without merit, CONTRACTOR shall notify
2124 the Contract Administrator, either by Fax or e-mail. The Contract Administrator will
2125 investigate all disputed complaints and render a decision.

2126 **ARTICLE 21. Quality of Performance of Contractor**

2127 21.01 Intent. CONTRACTOR acknowledges and agrees that one of CITY'S
2128 primary goals in entering into this Contract is to ensure that the Collection Services and
2129 Street Sweeping Service are of the highest caliber, that Service Recipient satisfaction
2130 remains at the highest level, that maximum diversion levels are achieved, and that
2131 materials Collected are put to the highest and best use to the extent possible.

2132 21.02 Service Supervisor. CONTRACTOR shall assign a qualified supervisor to be
2133 in charge of the Collection Service and Street Sweeping Service within the Service
2134 Area and shall provide the name(s) of that person in writing to the Contract Administrator
2135 within thirty (30) days of the execution of this Contract, and annually by April 1 of each
2136 subsequent Contract Year of the term of this Contract, and any other time the person in
2137 that position changes. The supervisor shall be physically located in the Service Area
2138 and available to the Contract Manager through the use of telecommunication equipment
2139 at all times that CONTRACTOR is providing Collection Services in the Service Area. In
2140 the event the supervisor is unavailable due to illness or vacation, CONTRACTOR shall
2141 designate an acceptable substitute who shall be available and who has the authority to
2142 act in the same capacity as the supervisor.

2143 21.03 Contract Manager. CONTRACTOR shall designate a Contract Manager
2144 and shall provide the name of that person in writing to the CITY within thirty (30) days of
2145 the execution of this Contract and annually by April 1 of each subsequent Contract Year
2146 of this Contract and any other time the person in that position changes. The Contract
2147 Manager shall be available to the CITY through the use of telecommunications
2148 equipment at all times that CONTRACTOR is providing Collection Services in the

2149 Service Area. The Contract Manager shall provide the CITY with an emergency phone
2150 number where the Contract Manager can be reached outside of normal business hours.

2151 21.04 Administrative Charges. It shall be the duty of CONTRACTOR to perform
2152 services under this Contract in such a manner as to implement the goals set forth in
2153 Section 21.01 above. In the event CONTRACTOR fails to perform the services set forth
2154 in this Contract, the City may assess administrative charges against the CONTRACTOR.
2155 Prior to assessing Administrative Charges, the CITY shall give CONTRACTOR written
2156 notice of its intention to do so, as set forth below. The notice shall include a brief
2157 description of the incident(s)/non-performance giving rise to the damages. CITY may
2158 assess Administrative Charges for each day or incident for ongoing non-performance
2159 after the City has provided the Contract with written notice. CITY may assess an
2160 administrative charge against CONTRACTOR in the following amounts:

2161

21.04.1 Collection Services Charges

2162

List of Administrative Charges			
Item	Detail	Charge	Contract Section
a.	Failure or neglect to resolve each complaint within the time set forth in this Contract.	\$500.00 per incident per Service Recipient	20.01
b.	Failure to clean up spillage or litter caused by CONTRACTOR.	\$300.00 per incident per location	3.11
c.	Failure to repair damage to Service Recipient property caused by CONTRACTOR or its personnel.	\$500.00 per incident per location	8.05
d.	Failure to maintain equipment in a clean, safe, and sanitary manner.	\$500.00 per incident per day	13.01
e.	Failure to have a vehicle operator properly licensed.	\$500.00 per incident per day	29.01
f.	Failure to maintain office hours as required by this Contract.	\$500.00 per incident per day	14.01
g.	Failure to maintain or timely submit to CITY all documents and reports required under the provisions of this Contract.	\$500.00 per incident per day	11.02, 13.03, 13.05, 15.19, 15.20, 16.01, 16.05, 18.02, 18.03
h.	Failure to properly cover materials in Collection vehicles.	\$500.00 per incident	3.11
i.	Failure to display CONTRACTOR'S name and customer service phone number on Collection vehicles.	\$500.00 per incident per day	13.01
j.	Failure to comply with the hours of operation as required by this Contract.	\$500.00 per incident per day	8.04, 9.01
k.	Failure or neglect to complete at least ninety percent (90%) of each route on the regular scheduled Collection Service Work Day.	\$1,000.00 for each route not completed	N/A

List of Administrative Charges			
Item	Detail	Charge	Contract Section
l.	Changing routes without proper notification to the Contract Administrator.	\$500.00 per incident per day	11.02
m.	Commingling Residential or City Garbage with Recyclable Materials or Organic Recyclable Materials during Collection.	\$1,000.00 per incident	3.10
n.	Commingling of materials Collected inside and outside the City of Rancho Cordova during Collection.	\$1,000.00 per incident	3.10
o.	Failure to repair or replace damaged carts or bins within the time required by this Contract.	\$100.00 per incident per day	8.05, 9.01
p.	Failure to deliver or exchange Containers within the time required by this Contract.	\$100.00 per incident per day	8.05, 9.01
q.	Failure to have CONTRACTOR personnel in proper uniform.	\$100.00 per incident per day	29.01
r.	Disposal of Recyclable Materials or Organic Recyclable Materials except for residual materials, in the Disposal Facility without first obtaining the required permission of the CITY.	\$500.00 per occurrence	1.26, 8.06, 9.03
s.	Failure to provide required communications equipment.	\$100.00 per incident per day	14.01
t.	Failure to return Carts to an upright position after Collection.	\$100.00 per incident per day	8.05
u.	Failure to clean up street residue from Large Item Collection Service.	\$100.00 per incident per day	3.11
v.	Failure to deliver any Collected materials to the Disposal Facility, Materials Recycling Facility, or Organic Recyclable Materials Processing Facility, as appropriate, except as otherwise expressly provided in this Contract.	\$5,000 first failure \$25,000 each subsequent failure	1.26, 7.01, 8.06, 8.07, 8.09

List of Administrative Charges			
Item	Detail	Charge	Contract Section
w.	Delivery to the Disposal Facility of any Residential Solid Waste Collected outside of the City boundaries of Rancho Cordova commingled with that Collected as part of this Contract.	\$5,000 first delivery \$25,000 each subsequent delivery	3.10
x.	Failure to utilize compressed natural gas (CNG) vehicles as required.	\$1,000 per day per vehicle, unless City approves alternate vehicle delivery schedule	13.01, 15.20
y.	Failure to meet the minimum diversion requirements as set forth in Article 5 of this Contract (calculated per Contract Year).	Shortfall of 0.001% - 2%: \$25,000 Shortfall of 2.001% or greater: \$50,000	5.01
z.	Failure to meet vehicle noise requirements.	\$100.00 per incident per day	13.02
aa.	Failure to Collect Large Items within 48 hours of request.	\$1,000 per day	8.11
bb.	Failure to comply with the requirements of this Contract not specified in items a. through dd.	\$250 per incident	N/A
cc.	Failure to collect Debris Collection materials within 48 hours	\$1,000 per day	10.02
dd.	Failure to deliver Large Items to a City-approved facility for diversion from disposal with exceptions as noted in Section 8.11.3	\$500 first delivery \$1,000 each subsequent delivery	8.11

2163 21.04.2 Street Sweeping Services Charges

2164

List of Administrative Charges			
Item	Detail	Charge	Contract Section
a.	Failure or neglect to resolve each complaint within the time set forth in this Agreement.	\$100 per incident per Service Recipient.	20.01
b.	Failure to clean up spillage or litter caused by CONTRACTOR.	\$200 per incident per location.	15.14
c.	Failure to repair damage to customer property caused by CONTRACTOR or its personnel.	\$500 per incident per location.	N/A
d.	Failure to maintain equipment in a clean, safe, and sanitary manner.	\$100 per incident per Work Day.	15.20
e.	Failure to have a vehicle operator properly licensed.	\$300 per incident per Work Day.	29.01
f.	Failure to maintain office hours as required by this Agreement.	\$100 per incident per Work Day.	14.01
g.	Failure to maintain or timely submit to CITY all documents and reports required under the provisions of this Agreement.	\$200 per incident per Work Day.	15.20
h.	Failure to comply with the hours of operation as required by this Agreement.	\$200 per incident per Work Day.	15.12
i.	Failure or neglect to complete at least 90 percent of each route on the regular scheduled Street Sweeping Service Work Day.	\$1,000 for each route not completed.	N/A
j.	Changing routes without proper notification to the CITY Administrator.	\$500 per incident per Work day.	15.19

2165 21.04.3 Procedure for Review of Administrative Charges. The
 2166 Contract Administrator may assess administrative charges pursuant to this Article 21 on
 2167 a monthly basis. At the end of each month during the term of this Contract, the Contract

2168 Administrator shall issue a written notice to CONTRACTOR (“Notice of Intention to
2169 Assess Administrative Charge”) of the administrative charges assessed and the basis for
2170 each assessment.

2171 21.04.4 The assessment shall become final unless, within ten (10)
2172 calendar days of the date of the notice of assessment, CONTRACTOR provides a
2173 written request for a meeting with the City Manager to present evidence that the
2174 assessment should not be made.

2175 21.04.5 The Contract Administrator shall schedule a meeting between
2176 CONTRACTOR and the Manager or the Manager’s designee as soon as reasonably
2177 possible after timely receipt of CONTRACTOR’S request.

2178 21.04.6 The Manager or the Manager’s designee shall review
2179 CONTRACTOR’S evidence and render a decision sustaining or reversing the
2180 administrative charges as soon as reasonably possible after the meeting. Written notice
2181 of the decision shall be provided to CONTRACTOR.

2182 21.04.7 In the event CONTRACTOR does not submit a written request
2183 for a meeting within ten (10) calendar days of the date of the Notice of Assessment, the
2184 Contract Administrator’s determination shall be final and the administrative charges shall
2185 be due within thirty (30) calendar days of the date of the Notice of Assessment.

2186 21.04.8 CITY’S assessment or collection of administrative charges
2187 shall not prevent CITY from exercising any other right or remedy, including the right to
2188 terminate this Contract, for CONTRACTOR’S failure to perform the work and services in
2189 the manner set forth in this Contract.

2190 **ARTICLE 22. Performance Bond**

2191 22.01 Performance Bond. Within ten (10) calendar days from the date the
2192 City Council approves this Contract, the CONTRACTOR shall furnish to the CITY, and
2193 keep current during the term of this Contract, a performance bond in a form as set forth in
2194 **Exhibit 5** which is included in and attached to this Contract, for the faithful performance
2195 of this Contract and all obligations arising hereunder in an amount of Five Hundred
2196 Thousand Dollars (\$500,000). Such amount shall be subject to the provisions of Section
2197 22.01.1 below.

2198 22.01.1 The performance bond shall be executed by a surety company
2199 licensed to do business in the State of California; having an "A-" or better rating by A. M.
2200 Best or Standard and Poors; and included on the list of surety companies approved by
2201 the Treasurer of the United States. On January 1, 2019, and annually thereafter,
2202 CONTRACTOR may request in writing that the CITY allow the performance bond to be
2203 reduced. The CITY shall, at the sole option of the CITY, respond to the request in writing
2204 within forty-five (45) calendar days of receipt of the written request. Nothing in this
2205 Contract shall require that the CITY approve the request of the CONTRACTOR nor shall

2206 the CITY have any obligation to provide CONTRACTOR with its reasoning for approving
2207 or denying the request.

2208 22.02 Letter of Credit. As an alternative to the performance bond required by
2209 Section 22.01, at CITY'S option, CONTRACTOR may deposit with CITY an irrevocable
2210 letter of credit in an amount as set forth in Sections 22.01. If allowed, the letter of credit
2211 must be issued by an FDIC insured banking institution chartered to business in the state
2212 of California, in the CITY'S name, be callable at the discretion of the CITY and be in a
2213 form acceptable to the City Attorney. Nothing in this Section shall, in any way, obligate
2214 the CITY to accept a letter of credit in lieu of the performance bond.

2215 **ARTICLE 23. Insurance**

2216 23.01 Insurance Policies. CONTRACTOR shall secure and maintain
2217 throughout the term of this Contract insurance against claims for injuries to persons or
2218 damages to property which may arise from or in connection with CONTRACTOR'S
2219 performance of work or services under this Contract. CONTRACTOR'S performance of
2220 work or services shall include performance by CONTRACTOR'S employees, agents,
2221 representatives and subcontractors.

2222 23.01.1 Minimum Scope of Insurance. Insurance coverage shall be at
2223 least this broad:

2224 23.01.1.1 Insurance Services Office Form No. GL 0002 (Ed.
2225 1/96) covering Comprehensive General Liability and Insurance Services Office Form No.
2226 GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services
2227 Office Commercial General Liability coverage ("occurrence" form CG 0001), including X,
2228 C, U where applicable.

2229 23.01.1.2 Insurance Services Office Form No.CA 0001 (Ed.
2230 10/13) covering Automobile Liability, code 1 "any auto", or code 2 "owned autos" and
2231 endorsement CA 0025. Coverage shall also include code 8, "hired autos" and code 9
2232 "non-owned autos".

2233 23.01.2 Workers' Compensation insurance as required by the California
2234 Labor Code and Employers Liability Insurance.

2235 23.01.3 Pollution Liability Insurance.

2236 23.02 Minimum Limits of Insurance. CONTRACTOR shall maintain insurance
2237 limits no less than:

2238 23.02.2 Commercial General Liability: \$5,000,000 combined single limit
2239 per occurrence for bodily injury, personal injury and property damage. If Commercial
2240 General Liability insurance with a general aggregate limit is used, either the general
2241 aggregate limit shall apply separately to this Contract or the general aggregate limit shall
2242 be \$10,000,000.

2243 23.02.3 Automobile Liability: \$5,000,000 combined single limit per
2244 accident for bodily injury and property damage.

2245 23.02.4 Workers' Compensation and Employers Liability: Workers'
2246 Compensation limits as required by the California Labor Code and Employers Liability
2247 limits of \$3,000,000 per accident.

2248 23.02.5 Pollution Liability: \$10,000,000 per occurrence.

2249 23.03 Deductibles and Self-Insured Retention. Any deductibles or self-insured
2250 retention must be declared to, and approved by, CITY. At the option of CITY, either; the
2251 insurer shall reduce or eliminate such deductibles or self-insured retention as respects
2252 CITY, its officers, employees, agents, contractors and volunteers; or CONTRACTOR
2253 shall procure a bond guaranteeing payment of losses and related investigations, claim
2254 administration and defense expenses in an amount specified by CITY'S Risk Manager.

2255 23.04 Endorsements. The policies are to contain, or be endorsed to contain,
2256 the following provisions:

2257 23.04.1 General Liability and Automobile Liability Coverage.

2258 23.04.1.1 The endorsement must name the CITY, its officers,
2259 employees, agents, contractors and volunteers as additional insureds as respects:
2260 liability arising out of activities performed by, or on behalf of, CONTRACTOR; products
2261 and completed operations of CONTRACTOR; premises owned, leased or used by
2262 CONTRACTOR; and automobiles owned, leased, hired or borrowed by CONTRACTOR.
2263 The coverage shall contain no special limitations on the scope of protection afforded to
2264 CITY, its officers, employees, agents, contractors and volunteers.

2265 23.04.1.2 The endorsement must state that CONTRACTOR'S
2266 insurance coverage shall be primary insurance as respects CITY, its officers, employees,
2267 agents, contractors and volunteers. Any insurance or self-insurance maintained by
2268 CITY, its officers, employees, agents or contractors shall be in excess of
2269 CONTRACTOR'S insurance and shall not contribute with it.

2270 23.04.1.3 Any failure to comply with reporting provisions of
2271 the policies shall not affect coverage provided to CITY, officers, employees, agents,
2272 contractors and volunteers.

2273 23.04.1.4 Coverage shall state that CONTRACTOR'S
2274 insurance shall apply separately to each insured against whom claim is made or suit is
2275 brought, except with respect to the limits of the insurer's liability.

2276 23.04.1.5 The Automobile Liability policy shall be endorsed to
2277 delete the Pollution and/or the Asbestos exclusion, if applicable, and add the Motor
2278 Carrier Act endorsement (MCS-90) TL 1005, TL1007.

2279 23.04.2 All Coverage. Each insurance policy required by this Contract
2280 (other than workers' compensation) shall be endorsed to state that coverage shall not be

2320 whose acts any of them may be liable), arising from, relative to or caused by the
2321 performance of the services. This indemnity includes but is not limited to claims
2322 attributable to bodily injury, sickness, disease or death and to injury or destruction of
2323 tangible property. CONTRACTOR agrees, at CONTRACTOR'S expense, after written
2324 notice from the CITY, to defend any action against the CITY that falls within the scope of
2325 this indemnity, or the CITY, at the CITY'S option, may elect not to tender such defense
2326 and may elect instead to secure its own attorneys to defend any such action and the
2327 reasonable costs and expenses of such attorneys incurred in defending such action shall
2328 be payable by CONTRACTOR. Additionally, if CONTRACTOR, after receipt of written
2329 notice from the CITY, fails to make any payment due under this Contract to the CITY,
2330 CONTRACTOR shall pay any reasonable attorneys' fees or costs incurred by the CITY
2331 in securing any such payment from CONTRACTOR. Payment of any amount due
2332 pursuant to the foregoing indemnity shall, after receipt of written notice by
2333 CONTRACTOR from the CITY that such amount is due, be made by CONTRACTOR
2334 prior to the CITY being required to pay same, or in the alternative, the CITY, at the
2335 CITY'S option, may make payment of an amount so due and CONTRACTOR shall
2336 promptly reimburse the CITY for same, together with interest thereon at the rate of
2337 twelve percent (12%) per annum simple interest from the date of receipt by
2338 CONTRACTOR of written notice from the CITY that such payment is due.

2339 24.02 Hazardous Substances Indemnification. CONTRACTOR shall
2340 indemnify, defend with counsel selected by CITY, protect and hold harmless the CITY,
2341 CITY'S contractors, and the public officials, officers, directors, employees, agents,
2342 volunteers and other contractors of each of them (collectively, "Indemnitees") from and
2343 against all claims, damages (including but not limited to special, consequential, natural
2344 resources and punitive damages), injuries, costs, (including without limit any and all
2345 response, remediation and removal costs), losses, demands, debts, liens, liabilities,
2346 causes of action, suits, legal or administrative proceedings, interest, fines, charges,
2347 penalties, and expenses (including without limit attorneys and expert witness fees and
2348 costs incurred in connection with defending against any of the foregoing or in enforcing
2349 this indemnity providing the enforcement action is successful in establishing
2350 indemnification), (Collectively, "damages") of any kind whatsoever paid, incurred or
2351 suffered by, or asserted against, indemnitees arising from or attributable to the acts of
2352 omission of CONTRACTOR, its officers, directors, employees, companies or agents,
2353 whether or not negligent or otherwise culpable, in connection with or related to the
2354 performance of this contract, including without limit damages arising from or attributable
2355 to any operations, repair, clean-up or detoxification, or preparation and implementation
2356 of any removal, remedial, response, closure, post-closure or other plan (regardless of
2357 whether undertaken due to governmental action) concerning any Hazardous substance,
2358 Hazardous Waste, and/or Household Hazardous Waste (Collectively, "Waste") at any
2359 places where CONTRACTOR Transfers, Transports, Processes, stores or Disposes of
2360 CITY Solid Waste, or other waste Collected under this contract, however,
2361 notwithstanding the above, CONTRACTOR shall in no way be liable to CITY, for acts

2362 and/or omissions of the Recycling, Green Waste and Food Waste Collection Company,
2363 including, but not limited to, acts or omissions related to the Recycling, Green Waste and
2364 Food Waste Collection Company's facilities. This indemnity afforded indemnitees, shall
2365 only be limited to exclude coverage for intentional wrongful acts and active negligence of
2366 indemnitees. The foregoing indemnity is intended to operate as an agreement pursuant
2367 to §107(e) of the Comprehensive Environmental Response, Compensation and Liability
2368 Act. CERCLA, 42 USC. §9607(e) and California Health and Safety Code §25364, to
2369 defend, protect, hold harmless, and indemnify CITY from liability. This provision is in
2370 addition to all other provisions in this contract and is intended to survive the end of the
2371 term of this contract. Nothing in this paragraph shall prevent the CONTRACTOR from
2372 seeking indemnification or contribution from persons or entities other than indemnitees,
2373 for any liabilities incurred by the CONTRACTOR, or the indemnitees. As appropriate,
2374 the parent company should provide the guarantees necessary to meet this provision.

2375 24.03 Indemnification for Failure to Meet AB 939 Goals. CONTRACTOR
2376 agrees to protect and defend CITY with counsel selected by CONTRACTOR and
2377 approved by CITY, to pay all attorneys' fees, and to indemnify and hold CITY harmless
2378 from and against all fines or penalties imposed by the CalRecycle if the diversion goals
2379 specified in California Public Resources Code Section 41780 as of the date hereof and
2380 hereafter throughout are not met by the CITY with respect to the Materials Collected by
2381 CONTRACTOR and if the lack in meeting such goals are attributable to the failure of the
2382 CONTRACTOR to implement and operate the recycling or diversion programs or
2383 undertake the related activities required by this Contract.

2384 24.04 Consideration. It is specifically understood and agreed that the
2385 consideration inuring to the CONTRACTOR for the execution of this Contract consists of
2386 the promises, payments, covenants, rights and responsibilities contained in this
2387 Contract.

2388 24.05 Obligation. The execution of this Contract by the CONTRACTOR shall
2389 obligate the CONTRACTOR to comply with the foregoing indemnification provision;
2390 however, the collateral obligation of providing insurance must also be complied with as
2391 set forth in Article 23 above.

2392 24.06 Subcontractors. The CONTRACTOR shall require all subcontractors to
2393 enter into a contract containing the provisions set forth in the preceding subsection in
2394 which contract the subcontractor fully indemnifies the CITY in accordance with this
2395 Contract.

2396 24.07 Exception. Notwithstanding Sections 24.01, 24.02 and 24.03,
2397 CONTRACTOR'S obligation to indemnify, hold harmless and defend CITY, its officers
2398 and employees shall not extend to any loss, liability, penalty, damage, action or suit
2399 resulting from the sole negligence or willful misconduct of the CITY its officers or
2400 employees.

2401 24.08 Damage by CONTRACTOR. If CONTRACTOR'S employees or
2402 subcontractors cause any injury, damage or loss to CITY property, including but not
2403 limited to CITY streets or curbs, CONTRACTOR shall reimburse CITY for CITY'S cost of
2404 repairing such injury, damage or loss. Such reimbursement is not in derogation of any
2405 right of CITY to be indemnified by CONTRACTOR for any such injury, damage or loss.
2406 With the prior written approval of CITY, CONTRACTOR may repair the damage at
2407 CONTRACTORS sole cost and expense.

2408 **ARTICLE 25. Default of Contract**

2409 25.01 Termination. The CITY may cancel this Contract, except as otherwise
2410 provided below in this section, by giving the CONTRACTOR thirty (30) calendar days
2411 advance written notice, to be served as provided in Article 41, upon the happening of
2412 any one of the following events:

2413 25.02 The CONTRACTOR shall take the benefit of any present or future
2414 insolvency statute, or shall make a general assignment for the benefit of creditors, or file
2415 a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement
2416 for its reorganization or the readjustment of its indebtedness under the Federal
2417 bankruptcy laws or under any other law or statute of the United States or any state
2418 thereof, or consent to the appointment of a receiver, trustee or liquidator of all or
2419 substantially all of its property; or

2420 25.03 By order or decree of a Court, the CONTRACTOR shall be adjudged
2421 bankrupt or an order shall be made approving a petition filed by any of its creditors or by
2422 any of the stockholders of the CONTRACTOR, seeking its reorganization or the
2423 readjustment of its indebtedness under the Federal bankruptcy laws or under any law or
2424 statute of the United States or of any state thereof, provided that if any such judgment or
2425 order is stayed or vacated within sixty (60) calendar days after the entry thereof, any
2426 notice of default shall be and become null, void and of no effect; unless such stayed
2427 judgment or order is reinstated in which case, said default shall be deemed immediate;
2428 or

2429 25.04 By, or pursuant to, or under the authority of any legislative act,
2430 resolution or rule or any order or decree of any Court or governmental board, agency or
2431 officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control
2432 of all or substantially all of the property of the CONTRACTOR, and such possession or
2433 control shall continue in effect for a period of sixty (60) calendar days; or

2434 25.05 The CONTRACTOR has defaulted, by failing or refusing to pay in a
2435 timely manner the administrative charges or other monies due the CITY and said default
2436 is not cured within thirty (30) calendar days of receipt of written notice by CITY to do so;
2437 or

2438 25.05.1 The CONTRACTOR has defaulted by allowing any final
2439 judgment for the payment of money to stand against it unsatisfied and said default is not
2440 cured within thirty (30) calendar days of receipt of written notice by CITY to do so; or

2441 25.05.2 In the event that the monies due the CITY under Section
2442 25.01.3 above or an unsatisfied final judgment under Section 25.01.4 above is the
2443 subject of a judicial proceeding, the CONTRACTOR shall not be in default if the sum of
2444 money is bonded. All bonds shall be in the form acceptable to the City Attorney; or

2445 25.05.3 The CONTRACTOR has defaulted, by failing or refusing to
2446 perform or observe the terms, conditions or covenants in this Contract or any of the rules
2447 and regulations promulgated by the CITY pursuant thereto or has wrongfully failed or
2448 refused to comply with the instructions of the Contract Administrator relative thereto and
2449 said default is not cured within thirty (30) calendar days of receipt of written notice by the
2450 CITY to do so, or if by reason of the nature of such default, the same cannot be
2451 remedied within thirty (30) calendar days following receipt by the CONTRACTOR of
2452 written demand from the CITY to do so, the CONTRACTOR fails to commence the
2453 remedy of such default within said thirty (30) calendar days following such written notice
2454 or having so commenced shall fail thereafter to continue with diligence the curing thereof
2455 (with the CONTRACTOR having the burden of proof to demonstrate (a) that the default
2456 cannot be cured within thirty (30) calendar days, and (b) that it is proceeding with
2457 diligence to cure said default, and such default will be cured within a reasonable period
2458 of time). However, notwithstanding anything contained herein to the contrary, for the
2459 failure of the CONTRACTOR to provide Collection Services for a period of three (3)
2460 consecutive Work Days, the CITY may secure the CONTRACTOR'S records on the
2461 fourth (4th) Work Day in order to provide interim Collection services until such time as
2462 the matter is resolved and the CONTRACTOR is again able to perform pursuant to this
2463 Contract; provided, however, if the CONTRACTOR is unable for any reason or cause to
2464 resume performance at the end of thirty (30) calendar days all liability of the CITY under
2465 this Contract to the CONTRACTOR shall cease and this Contract may be deemed
2466 terminated by the CITY.

2467 25.06 Violations. Notwithstanding the foregoing and as supplemental and
2468 additional means of termination of this Contract under this article, in the event that the
2469 CONTRACTOR'S record of performance show that the CONTRACTOR has frequently,
2470 regularly or repetitively defaulted in the performance of any of the covenants and
2471 conditions required herein to be kept and performed by the CONTRACTOR, in the
2472 opinion of the CITY and regardless of whether the CONTRACTOR has corrected each
2473 individual condition of default, the CONTRACTOR shall be deemed a "habitual violator",
2474 shall be deemed to have waived the right to any further notice or grace period to correct,
2475 and all of said defaults shall be considered cumulative and collectively shall constitute a
2476 condition of irredeemable default. The CITY shall thereupon issue the CONTRACTOR a
2477 final warning citing the circumstances therefore, and any single default by the
2478 CONTRACTOR of whatever nature, subsequent to the occurrence of the last of said
2479 cumulative defaults, shall be grounds for immediate termination of the Contract. In the

2480 event of any such subsequent default, the CITY may terminate this Contract upon giving
2481 of written final notice to the CONTRACTOR, such cancellation to be effective upon the
2482 date specified in the CITY'S written notice to the CONTRACTOR, and all contractual
2483 fees due hereunder plus any and all charges and interest shall be payable to said date,
2484 and the CONTRACTOR shall have no further rights hereunder. Immediately upon the
2485 specified date in such final notice the CONTRACTOR shall proceed to cease any further
2486 performance under this Contract.

2487 25.07 Effective Date. In the event of the aforesaid events specified above,
2488 and except as otherwise provided in said subsections, termination shall be effective
2489 upon the date specified in the CITY'S written notice to the CONTRACTOR and upon
2490 said date this Contract shall be deemed immediately terminated and upon such
2491 termination all liability of the CITY under this Contract to the CONTRACTOR shall cease,
2492 and the CITY shall have the right to call the performance bond and shall be free to
2493 negotiate with other contractors for the operation of the herein specified services. The
2494 CONTRACTOR for failure to perform shall reimburse the CITY all direct and indirect
2495 costs of providing interim Collection Services.

2496 25.08 Immediate Termination. CITY may terminate this Contract immediately
2497 upon written notice to CONTRACTOR in the event CONTRACTOR fails to provide and
2498 maintain the performance bond as required by this Contract, CONTRACTOR fails to
2499 obtain or maintain insurance policies endorsements as required by this Contract,
2500 CONTRACTOR fails to provide the proof of insurance as required by this Contract, or
2501 CONTRACTOR offers or gives any gift prohibited by CITY Municipal Code.

2502 25.09 Termination Cumulative. CITY'S right to terminate this Contract is
2503 cumulative to any other rights and remedies provided by law or by this Contract.

2504 **ARTICLE 26. Modifications to the Contract**

2505 26.01 Modifications. The CITY shall have the power to make changes in this
2506 Contract as the result of changes in law, changes in the City of Rancho Cordova
2507 Municipal Code, or both, to impose new rules and regulations on the CONTRACTOR
2508 under this Contract relative to the scope and methods of providing Collection Services
2509 as shall from time-to-time be necessary and desirable for the public welfare. The CITY
2510 shall give the CONTRACTOR notice of any proposed change and an opportunity to be
2511 heard concerning those matters. The scope and method of providing Collection
2512 Services as referenced herein shall also be liberally construed to include, but is not
2513 limited to the manner, procedures, operations and obligations, financial or otherwise, of
2514 the CONTRACTOR.

2515 26.02 Change in Law. The CITY and the CONTRACTOR understand and
2516 agree that the California Legislature has the authority to make comprehensive changes
2517 in Solid Waste Management legislation and that these and other changes in law in the
2518 future which mandate certain actions or programs for counties or municipalities may
2519 require changes or modifications in some of the terms, conditions or obligations under

2520 this Contract. The CONTRACTOR agrees that the terms and provisions of the City of
2521 Rancho Cordova Code, as it now exists or as it may be amended in the future, shall
2522 apply to all of the provisions of this Contract and the Service Recipients of the
2523 CONTRACTOR located within the Service Area. In the event any future change in the
2524 City Code or change or enactment of existing or newly mandated State or local
2525 legislation, policy or regulations materially alters the obligations of the CONTRACTOR,
2526 then the affected service rates, as established in **Exhibit 1** of this Contract shall be
2527 adjusted. Nothing contained in this Contract shall require any party to perform any act or
2528 function contrary to law. The CITY and CONTRACTOR agree to enter into good faith
2529 negotiations regarding modifications to this Contract which may be required in order to
2530 implement changes in the interest of the public welfare or due to change in law. When
2531 such modifications are made to this Contract, the CITY and the CONTRACTOR shall
2532 negotiate in good faith, a reasonable and appropriate compensation adjustment for any
2533 increase or decrease in the services or other obligations required of the CONTRACTOR
2534 due to any modification in the Contract under this article. The CITY and the
2535 CONTRACTOR shall not unreasonably withhold agreement to such compensation
2536 adjustment. CONTRACTOR acknowledges and agrees that the provision of this section
2537 does not apply to changes in governmental fees unless such change is enacted by an
2538 agency of the Federal government, or the State of California and the change applies to
2539 all disposal or processing facilities in the State of California, or such change is proposed
2540 and requested by the CITY. Except for those changes proposed and requested by the
2541 CITY, changes to governmental fees or new governmental fees enacted by a local
2542 government that apply only to the disposal or processing facilities within the jurisdiction
2543 of that local government are specifically excluded from this section of the Contract and
2544 the Collection Service rates set forth in the Contract shall not be adjusted to account for
2545 those fees.

2546 26.03 Initiative and Technology Changes. CITY may direct CONTRACTOR or
2547 CONTRACTOR may propose to CITY to perform additional services (including new
2548 diversion programs, additional public education activities, etc.), eliminate programs, or
2549 modify the manner in which it performs existing services. Pilot programs and innovative
2550 services, which may entail new Collection methods, targeted routing, different kinds of
2551 services, different types of Collection vehicles, and/or new requirements for Customers
2552 are included among the kinds of changes which CITY may direct or CONTRACTOR may
2553 propose. CONTRACTOR shall be entitled to an adjustment in its compensation for
2554 providing such additional or modified services but not for the preparation of its proposal
2555 to perform such services.

2556 26.04 Service Proposal. Within thirty (30) calendar days of receipt of a
2557 request for a service change from CITY or in the event CONTRACTOR is proposing a
2558 service change, CONTRACTOR shall submit a proposal to provide such service. At a
2559 minimum, the proposal shall contain a complete description of the following:

2560 26.04.1 Program objectives and goals to be used in measuring the
2561 success of the program as discussed in Section 26.06 below;

2562 26.04.2 Collection methodology to be employed (equipment,
2563 manpower, etc.);

2564 26.04.3 Equipment to be utilized (vehicle number, types, capacity, age,
2565 etc.);

2566 26.04.4 Labor requirements (number of employees by classification);

2567 26.04.5 Type of Carts or Bins to be utilized;

2568 26.04.6 Provision for program publicity, education, and marketing; and

2569 26.04.7 Five (5) year projection of the financial results of the program's
2570 operations in an operating statement format including documentation of the key
2571 assumptions underlying the projections and the support for those assumptions, giving
2572 full effect to the savings or costs to existing services.

2573 26.05 Incremental Costs. In the event the change(s) in service results in an
2574 incremental cost increase over the life of the Contract, CONTRACTOR will be
2575 responsible for the first ten thousand dollars (\$10,000) of such increase in the
2576 aggregate. To the extent costs are projected to exceed ten thousand dollars (\$10,000),
2577 CITY and CONTRACTOR shall agree on the amount of additional costs to be
2578 reimbursed to CONTRACTOR prior to the initiation of the service change.

2579 26.06 Other Contractors. CONTRACTOR acknowledges and agrees that
2580 CITY may permit other contractors or companies besides CONTRACTOR to provide
2581 additional Collection Services and such other services not otherwise contemplated by
2582 this Contract if CONTRACTOR and CITY cannot agree on terms and conditions,
2583 including compensation adjustments, of such services in one hundred twenty (120)
2584 calendar days from the date when CITY first requests a proposal from CONTRACTOR to
2585 perform such services.

2586 26.07 Monitoring and Evaluation. At CITY'S request, CONTRACTOR shall
2587 meet with CITY to describe the progress of each new program and other service issues.
2588 At each meeting, CITY and CONTRACTOR shall have the opportunity to discuss
2589 revisions to the program. If applicable, CONTRACTOR shall document the results of the
2590 new programs on a monthly basis, including at a minimum the tonnage diverted by
2591 material type, the end use or processor of the diverted materials and the cost per ton for
2592 transporting and processing each type of material and other such information requested
2593 by CONTRACTOR and/or CITY necessary to evaluate the performance of each
2594 program.

2595 26.08 Termination for Cause. CITY shall have the right to terminate a
2596 program or assign the program to a third party for cause at no cost to CITY or Service
2597 Recipients if CONTRACTOR is not achieving the programs agreed to and defined goals
2598 and objectives. Prior to such termination or assignment, CITY shall meet and confer
2599 with CONTRACTOR for a period of up to ninety (90) calendar days to resolve CITY'S
2600 concerns. Thereafter, CITY may terminate the program or utilize a third party to perform

2601 these services if CITY reasonably believes CONTRACTOR cannot meet or is not
2602 meeting the agreed to and defined project goals and objectives. Notwithstanding these
2603 changes, CONTRACTOR shall continue the program during the ninety (90) day period
2604 and, in the event CITY elects to utilize a third party to continue the program, thereafter
2605 until the third party takes over the program.

2606 26.09 Termination without Cause. CITY shall also have the right to terminate
2607 a program without cause. As a condition of the termination, CITY shall reimburse
2608 CONTRACTOR for all costs incurred for implementation and performance of the
2609 program that were identified in the program proposal prepared and submitted by
2610 CONTRACTOR and agreed to by CITY which will have not been funded or otherwise
2611 recovered through program compensation at the time the program is terminated.

2612 26.10 Rate Adjustment at Termination. In the event a program is terminated
2613 as set forth in Section 26.07 or 26.08 above, CONTRACTOR shall adjust all Customer
2614 rates to remove the component of the rate used to fund the program. The rates shall be
2615 adjusted as of the effective date of the termination of the program.

2616 **ARTICLE 27. Legal Representation**

2617 27.01 Acknowledgement. It is acknowledged that each party was, or had the
2618 opportunity to be, represented by counsel in the preparation of and contributed equally
2619 to the terms and conditions of this Contract and, accordingly, the rule that a contract
2620 shall be interpreted strictly against the party preparing the same shall not apply herein
2621 due to the joint contributions of both parties.

2622 **ARTICLE 28. Financial Interest**

2623 28.01 Representation. CONTRACTOR warrants and represents that no
2624 elected official, officer, agent or employee of the City has a financial interest, directly or
2625 indirectly, in this Contract or the compensation to be paid under it and, further, that no
2626 CITY employee who acts in the CITY as a "purchasing agent" as defined in the
2627 appropriate Section of California Statutes, nor any elected or appointed officer of the
2628 CITY, nor any spouse or child of such purchasing agent, employee or elected or
2629 appointed officer, is a partner, officer, director or proprietor of the CONTRACTOR and,
2630 further, that no such CITY employee, purchasing agent, CITY elected or appointed
2631 officer, or the spouse or child of any of them, alone or in combination, has a material
2632 interest in the CONTRACTOR. Material interest means direct or indirect ownership of
2633 three percent (3%) or more of the total assets or capital stock of the CONTRACTOR.

2634 **ARTICLE 29. Contractor's Personnel**

2635 29.01 Personnel Requirements. The CONTRACTOR shall employ and assign
2636 qualified personnel to perform all services set forth herein. The CONTRACTOR shall be
2637 responsible for ensuring that its employees comply with all Applicable Laws and

2638 regulations and meet all federal, state and local requirements related to their
2639 employment and position.

2640 29.01.1 The CITY may request the transfer of any employee of the
2641 CONTRACTOR who materially violates any provision hereof, or who is wanton,
2642 negligent, or discourteous in the performance of his duties.

2643 29.01.2 CONTRACTOR'S field operations personnel shall be required
2644 to wear a clean uniform shirt bearing the CONTRACTOR'S name. CONTRACTOR'S
2645 employees, who normally come into direct contact with the public, including drivers, shall
2646 bear some means of individual photographic identification such as a name tag or
2647 identification card.

2648 29.01.3 Each driver of a Collection vehicle shall at all times carry a
2649 valid California driver's license and all other required licenses for the type of vehicle that
2650 is being operated.

2651 29.01.4 Each driver of a Collection vehicle shall at all times comply
2652 with all applicable state and federal laws, regulations and requirements.

2653 29.01.5 CONTRACTOR'S employees, officers, and agents shall at no
2654 time be allowed to identify themselves or in any way represent themselves as being
2655 employees of the CITY.

2656 29.01.6 The CONTRACTOR'S name and the Customer Service
2657 telephone number shall be properly displayed on all Collection vehicles.

2658 **ARTICLE 30. Exempt Waste**

2659 30.01 The CONTRACTOR shall not be required to Collect or dispose of
2660 Exempt Waste, but may offer such services. All such Collection and disposal of Exempt
2661 Waste is not regulated under this Contract, but if provided by the CONTRACTOR shall
2662 be in strict compliance with all federal, state and local laws and regulations. If
2663 CONTRACTOR decides at its sole discretion to offer such services, said services are
2664 outside the scope of this Contract and at the sole risk of the CONTRACTOR.

2665 **ARTICLE 31. Independent Contractor**

2666 31.01 In the performance of services pursuant to this Contract,
2667 CONTRACTOR shall be an independent contractor and not an officer, agent, servant or
2668 employee of CITY. CONTRACTOR shall have exclusive control of the details of the
2669 services and work performed and over all persons performing such services and work.
2670 CONTRACTOR shall be solely responsible for the acts and omissions of its officers,
2671 agents, employees, contractors and subcontractors, if any. Neither CONTRACTOR nor
2672 its officers, employees, agents, contractors or subcontractors shall obtain any right to
2673 retirement benefits, Workers Compensation benefits, or any other benefits which
2674 accrued to CITY employees and CONTRACTOR expressly waives any claim it may
2675 have or acquire to such benefits.

2676 **ARTICLE 32. Laws to Govern**

2677 32.01 The law of the State of California shall govern the rights, obligations,
2678 duties and liabilities of CITY and CONTRACTOR under this Contract and shall govern
2679 the interpretation of this Contract.

2680 **ARTICLE 33. Consent to Jurisdiction**

2681 33.01 The parties agree that any litigation between CITY and CONTRACTOR
2682 concerning or arising out of this Contract shall be filed and maintained exclusively in the
2683 Municipal or Superior Courts of Sacramento County, State of California, or in the United
2684 States District Court for the Eastern District of California to the fullest extent permissible
2685 by law. Each party consents to service of process in any manner authorized by
2686 California law.

2687 **ARTICLE 34. Assignment**

2688 34.01 No assignment of this Contract or any right occurring under this
2689 Contract shall be made in whole or in part by the CONTRACTOR without the express
2690 written consent of the CITY. The CITY shall have full discretion to approve or deny, with
2691 or without cause, any proposed or actual assignment by the CONTRACTOR. Any
2692 assignment of this Contract made by the CONTRACTOR without the express written
2693 consent of the CITY shall be null and void and shall be grounds for the CITY to declare a
2694 default of this Contract and immediately terminate this Contract by giving written notice
2695 to the CONTRACTOR, and upon the date of such notice this Contract shall be deemed
2696 immediately terminated, and upon such termination all liability of the CITY under this
2697 Contract to the CONTRACTOR shall cease, and the CITY shall have the right to call the
2698 performance bond and shall be free to negotiate with other contractors, the
2699 CONTRACTOR, or any other person or company for the service which is the subject of
2700 this Contract. In the event of any assignment, the assignee shall fully assume all the
2701 liabilities of the CONTRACTOR.

2702 34.02 The use of a subcontractor to perform services under this Contract shall
2703 not constitute delegation of CONTRACTOR'S duties provided that CONTRACTOR has
2704 received prior written authorization from the Contract Administrator to subcontract such
2705 services and the Contract Administrator has approved a subcontractor who will perform
2706 such services. CONTRACTOR shall be responsible for directing the work of
2707 CONTRACTOR'S subcontractors and any compensation due or payable to
2708 CONTRACTOR'S subcontractor shall be the sole responsibility of CONTRACTOR. The
2709 Contract Administrator shall have the right to require the removal of any approved
2710 subcontractor for reasonable cause. The subcontractors listed in **Exhibit 6**, which is
2711 attached to and incorporated in this Contract, are hereby approved by the CITY.

2712 **ARTICLE 35. Compliance with Laws**

2713 35.01 In the performance of this Contract, CONTRACTOR shall comply with
2714 all Applicable Laws, regulations, ordinances and codes of the federal, state and local
2715 governments, including without limitation the Rancho Cordova Municipal Code.

2716 35.02 CITY shall provide written notice to CONTRACTOR of any planned
2717 amendment to the Rancho Cordova Municipal Code that would substantially affect the
2718 performance of CONTRACTOR'S services pursuant to this Contract. Such notice shall
2719 be provided at least thirty (30) calendar days prior to the City Council's approval of such
2720 an amendment.

2721 **ARTICLE 36. Permits and Licenses**

2722 36.01 CONTRACTOR shall obtain, at its own expense, all permits and
2723 licenses required by law or ordinance and maintain same in full force and effect
2724 throughout the term of this Contract. CONTRACTOR shall provide proof of such
2725 permits, licenses or approvals and shall demonstrate compliance with the terms and
2726 conditions of such permits, licenses and approvals upon the request of the Contract
2727 Administrator.

2728 **ARTICLE 37. Ownership of Written Materials**

2729 37.01 All reports, documents, brochures, public education materials, and other
2730 written, printed, electronic or photographic materials developed by CITY or
2731 CONTRACTOR in connection with the services to be performed under this Contract,
2732 whether developed directly or indirectly by CITY or CONTRACTOR shall be and shall
2733 remain the property of CITY without limitation or restrictions on the use of such materials
2734 by CITY. CONTRACTOR shall not use such materials in connection with any project not
2735 connected with this Contract without the prior written consent of the Contract
2736 Administrator. This Article 37 does not apply to ideas or concepts described in such
2737 materials and do not apply to the format of such materials.

2738 **ARTICLE 38. Waiver**

2739 38.01 Waiver by CITY or CONTRACTOR of any breach for violation of any
2740 term covenant or condition of this Contract shall not be deemed to be a waiver of any
2741 other term, covenant or condition or any subsequent breach or violation of the same or
2742 of any other term, covenant or condition. The subsequent acceptance by CITY of any
2743 fee, tax, or any other monies which may become due from CONTRACTOR to CITY shall
2744 not be deemed to be a waiver by CITY of any breach for violation of any term, covenant
2745 or condition of this Contract.

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ARTICLE 39. Prohibition Against Gifts

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39.01 CONTRACTOR represents that CONTRACTOR is familiar with and shall not violate applicable California laws regarding the acceptance of gifts by a CITY officer or designated employee.

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ARTICLE 40. Point of Contact

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40.01 The day-to-day dealings between the CONTRACTOR and the CITY shall be between the CONTRACTOR and the Contract Administrator.

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ARTICLE 41. Notices

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41.01 Except as provided herein, whenever either party desires to give notice to the other, it must be given by written notice addressed to the party 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:

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As to the CITY:
Contract Administrator
Albert Stricker
Public Works Director
2729 Prospect Park Drive
Rancho Cordova, California 95670
Telephone: (916) 851-8700
E-Mail: astricker@cityofranhocordova.org

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As to the CONTRACTOR:
Antonio Perez, General Manager
Republic Services Inc.
3326 Fitzgerald Road
Rancho Cordova, CA 95742
Telephone: (916) 438-5072
E-Mail: APerez7@republicservices.com

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41.02 Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made by written notice. Facsimile transmission is acceptable notice, effective when received, however, facsimile transmissions received (i.e. printed) after 4:30 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of items that are transmitted by facsimile equipment must also be mailed as required herein.

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41.03 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 to CONTRACTOR through the Customer Service System by the end of the Work Day.

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ARTICLE 42. Transition to Next Contractor

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42.01 In the event CONTRACTOR is not awarded a Contract to continue to provide Collection Services following the expiration or early termination of this Contract, CONTRACTOR shall cooperate fully with CITY and any subsequent contractors to assure a smooth transition of services described in this Contract. 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 Contract; 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 Contract Administrator; coordinating Collection of materials set out in new containers if new containers are provided for a subsequent Contract and providing other reports and data required by this Contract.

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ARTICLE 43. Contractor's Records

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

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

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

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43.04 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 in City Hall. Access to such records and documents shall be granted to any party authorized by CONTRACTOR, CONTRACTOR'S representatives, or CONTRACTOR'S successor-in-interest.

2825 **ARTICLE 44. Entire Contract**

2826 44.01 This Contract and the Exhibits attached hereto constitute the entire
2827 Contract and understanding between the parties hereto, and it shall not be considered
2828 modified, altered, changed or amended in any respect unless in writing and signed by
2829 the parties hereto. Any prior oral or written discussions, communications, or
2830 understandings between the parties shall be of no legal effect unless specifically
2831 incorporated in this written Contract and/or the addendums thereto.

2832 **ARTICLE 45. Severability**

2833 45.01 If any provision of this Contract or the application of it to any person or
2834 situation shall to any extent be held invalid or unenforceable, the remainder of this
2835 Contract and the application of such provisions to persons or situations other than those
2836 as to which it shall have been held invalid or unenforceable, shall not be affected, shall
2837 continue in full force and effect, and shall be enforced to the fullest extent permitted by
2838 law.

2839 **ARTICLE 46. Right to Require Performance**

2840 46.01 The failure of the CITY at any time to require performance by the
2841 CONTRACTOR of any provision hereof shall in no way affect the right of the CITY
2842 thereafter to enforce same. Nor shall waiver by the CITY of any breach of any provision
2843 hereof be taken or held to be a waiver of any succeeding breach of such provision or as
2844 a waiver of any provision itself.

2845 **ARTICLE 47. All Prior Contracts Superseded**

2846 47.01 This document incorporates and includes all prior negotiations,
2847 correspondence, conversations, Contracts and understandings applicable to the matters
2848 contained in this Contract and the parties agree that there are no commitments,
2849 Contracts or understandings concerning the subject matter of this Contract that are not
2850 contained in this document. Accordingly, it is agreed that no deviation from the terms of
2851 this Contract shall be predicated upon any prior representations or Contracts, whether
2852 oral or written.

2853 **ARTICLE 48. Headings**

2854 48.01 Headings in this document are for convenience of reference only and
2855 are not to be considered in any interpretation of this Contract.

2856 **ARTICLE 49. Exhibits**

2857 49.01 Each Exhibit referred to in this Contract forms an essential part of this
2858 Contract. Each such Exhibit is a part of this Contract and each is incorporated by this
2859 reference.

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ARTICLE 50. Effective Date

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50.01 This Amended and Restated Contract shall become effective at such time as it is properly executed by the CITY and the CONTRACTOR and the CONTRACTOR shall begin Collection Services, as covered herein, as of March 21, 2022.

2866 IN WITNESS WHEREOF, the CITY and the CONTRACTOR have executed this
2867 Contract on the respective date(s) below each signature.

2868 CITY OF RANCHO CORDOVA

CONTRACTOR

2869 A Municipal Corporation

2870

2871 By: _____

By: _____

2872 Cyrus Abhar, City Manager

Michael Caprio, Vice President

2873 City of Rancho Cordova

Allied Waste Services of North America, LLC

2874

2875 ATTEST: _____

2876 Stacy Leitner, City Clerk

2877 City of Rancho Cordova

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2879 APPROVED AS TO FORM

2880

2881 By: _____

2882 Adam Lindgren, City Attorney

2883 City of Rancho Cordova

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Exhibit 1

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City of Rancho Cordova, CA

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Monthly Base Service Rates

Monthly Service Rates	Current Monthly Fees through 6/30/22	Proposed Monthly Fees 7/1/22	Proposed Monthly Fees 7/1/23	Proposed Monthly Fees 7/1/24
32-gallon trash can*	\$22.34	\$27.29	\$28.11	\$28.95
64-gallon trash can*	\$26.59	\$32.49	\$33.46	\$34.47
96-gallon trash can*	\$35.42	\$43.27	\$44.57	\$45.91
Street Sweeping	\$1.00	\$1.03	\$1.06	\$1.09
Additional large item collection / yard (over 10 yards)	\$10.38	\$10.69	\$11.01	\$11.34
Late set-out trash per cart (same day collection)	\$6.72	\$6.92	\$7.13	\$7.34
Late set-out trash per cart (next day collection)	\$11.39	\$11.73	\$12.08	\$12.45
Late set-out recycle per cart (same day collection)	\$6.11	\$6.29	\$6.48	\$6.68
Late set out recycle per cart (next day collection)	\$9.50	\$9.79	\$10.08	\$10.38
Late set-out green waste** / cart (same day collection)	\$6.11	\$6.29	\$6.48	\$6.68
Late set-out green waste** / cart (next day collection)	\$10.80	\$11.12	\$11.46	\$11.80
Extra 32-gallon trash cart	\$6.09	\$7.44	\$7.66	\$7.89
Extra 64-gallon trash cart	\$8.55	\$10.44	\$10.75	\$11.08
Extra 96-gallon trash cart	\$12.10	\$14.78	\$15.22	\$15.68
Extra recycle cart	\$2.73	\$2.81	\$2.90	\$2.98
Extra green waste** cart	\$3.95	\$4.83	\$4.97	\$5.12
Extra cart exchange	\$30.25	\$31.16	\$32.09	\$33.05
Recycle contamination fee	\$11.39	\$22.00	\$22.66	\$23.34
Green waste** contamination fee	\$11.39	\$22.00	\$22.66	\$23.34
32-gallon cart replacement with delivery	\$71.45	\$73.59	\$75.80	\$78.08
64-gallon cart replacement with delivery	\$76.28	\$78.57	\$80.93	\$83.35
96-gallon cart replacement with delivery	\$81.13	\$83.56	\$86.07	\$88.65

2889 * The monthly fees for residential waste collection and recycling services are dependent
2890 on the garbage can size. The monthly fees cover the following services: curbside
2891 collection of trash, recyclables, organics, batteries, oil, oil filters and sharps; public
2892 education and outreach; customer service and billing; the bulky item program and illegal
2893 dumping collection; and street sweeping
2894 **Green Waste Collection will continue until July 1, 2022. From July 4, 2022 and
2895 continuing throughout the duration of this Contract, this collection service will be updated
2896 to Organic Waste Collection.
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Exhibit 2

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City of Rancho Cordova, CA
Commercial and Residential Street Maps

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Exhibit 3
City of Rancho Cordova, CA
City Service Units

Address	Service	Container Size, Material & Frequency
2897 Kilgore Rd	FEL	2 4yd Garbage 2x per week 64-Gallon Organics 1x per week
2880 Gold Tailings Ct	FEL Trash /OCC	1 4yd Garbage 2x per week 1 4yd Recyclables 1x every other week
2729 Prospect Park Dr	FEL Trash /OCC	1 5yd Garbage 2x per week 1 4yd Recyclables 2x per week 64-Gallon Organics 1x per week
3303 Luyung	FEL	1 4yd Garbage 1x per week 1 4yd Recyclables 1x per week
3303 Luyung	Debris box trash	On call
Bear Hollow Reservoir	Debris box trash	On call
Folsom Blvd and Kilgore Folsom Blvd and Zinfandel West La Loma White Rock at the pedestrian overcrossing Lincoln Village Drive Croetto / Furmint Way	Street cans (trash & recycling)	1x per week
10455 Investment Circle	FEL	1 4yd Garbage 1x per week

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		1 4yd Recyclables 1x per week 64-Gallon Organics 1x per week
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Exhibit 4
City of Rancho Cordova, CA
Cart Specifications

Specifications and Performance Criteria for 32-, 64-, and 96-gal Gray, Blue and Green Carts

Volumetric Capacity	<ul style="list-style-type: none"> 32-gal, 64-gal, and 96-gal, excluding volume resulting from a crowned lid in the closed position
Minimum Load Rating	<ul style="list-style-type: none"> 32-gal: 100 lbs. 64-gal: 175 lbs. 96-gal: 250 lbs.
Compatibility	<ul style="list-style-type: none"> Compatible with commercially available fully automated lifting mechanisms that are or will be used in Rancho Cordova
Standards of Design	<ul style="list-style-type: none"> Designed such that wastes flow freely out of the cart when dumped by a fully automated lifting mechanism
Dimensions & Design	<ul style="list-style-type: none"> Body of cart -- nestable for economic bulk transportation and to facilitate distribution to users Maximum width of 31" including lid and wheels Leak proof
Finish Surfaces	<ul style="list-style-type: none"> Interior surface must be smooth with a semi- or high-gloss finish Exterior surface must be suitable for hot stamping on lid and body Exterior must be free of sharp edges and corners, protrusions, or other structures that could pose a nuisance or hazard to humans
Identification & Markings	<ul style="list-style-type: none"> The lid must have a suitable area to affix an appropriate label for recycling education or other information The following must be hot-stamped on the lid: <ol style="list-style-type: none"> facing street arrow The following must be hot-stamped on the cart body: <ol style="list-style-type: none"> City's logo serial number (sequentially numbered) production batch number and date maximum load weight rating cart type, per clause 4.2.1f of ANSI Z245.30-99
Color	<ul style="list-style-type: none"> Garbage: Gray Recycling: Blue Green Waste: Green
Warranty	<ul style="list-style-type: none"> Minimum 10 years for all parts of cart; not prorated; any failure under warranty shall be replaced with a newly manufactured whole cart, which is defined to be the body of the cart, wheel, lid, handles, other ancillary features and fasteners

* CONTRACTOR is not required to replace functional Containers, including Containers purchased prior to January 1, 2022, that do not comply with the color requirements of this Exhibit prior to the end of the useful life of those Containers, or prior to the end of the Contract Term, whichever comes first.

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Exhibit 5
PERFORMANCE BOND
COLLECTION SERVICES
FOR THE
CITY OF RANCHO CORDOVA, CALIFORNIA

KNOW ALL MEN BY THESE PRESENTS: that

(here insert full name and address or legal title of contractor)

as Principal, hereinafter called Contractor, and, _____
(Name of insurer)

as Surety, hereinafter called Surety, are held firmly bound unto the CITY OF Rancho Cordova, CALIFORNIA as Obligee, hereinafter called the City, in the amount of _____ for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 201_, entered into a contract with the City for providing Collection Services and Street Sweeping Services, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond and the Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or the specifications. The Surety hereby specifically waives the provisions of Sections 2819 and 2845 of the California Civil Code.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including reasonable attorney's fees to be fixed by the Court.

Whenever Contractor shall be, and declared by the City to be in default under the Contract, the City having performed the City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly perform one of the following:

1. Complete the Contract in accordance with its terms and conditions.
2. Obtain a bid or bids for completing the Contract in accordance with the terms and conditions, and upon determination by the Surety of the lowest and most responsible bidder, or if the City elects, upon determination by the City and the Surety jointly of the lowest and most responsible bidder, arrange for a contract between such bidder and the City, and make

2956 available as work progresses (even though there should be a default or a
2957 succession of default under the contract or contracts of completion
2958 arranged under this paragraph) sufficient funds to pay the cost of
2959 completion less the balance of the contract price; but not exceeding,
2960 including costs and damages for which the Surety may be liable
2961 hereunder, the amount set forth in the first paragraph hereof. The term
2962 "balance of the contract price," as used in this paragraph, shall mean the
2963 total amount payable by the City to Contractor under the Contract and
2964 any amendments thereto, less the amount properly paid by the City to
2965 Contractor.

2966 Any suit under this bond must be instituted before the expiration date of the Contract or if
2967 extended for an additional term by the City, the expiration of the extended term.

2968 No right of action shall accrue on this bond to or for the use of any person or corporation
2969 other than the City named herein or the executor, administrator or successors of the City
2970 of Rancho Cordova, California.

2971 Signed and sealed this ____ day of _____, 201_.

2972 _____
2973 (Principal) (Seal)

2974 _____.

2975 (Witness)

2976 _____
2977 (Title)

2978 _____
2979 Surety (Seal)
2980 (Name of Insurer)

2981 _____
2982 (Witness)

2983 By:

2984 _____
2985 (Attorney-in-Fact)

2986

2987

Exhibit 6

2988

City of Rancho Cordova, CA

2989

Approved Subcontractors

2990

2991

2992 Street Sweeping Subcontractor:

2993

2994 Contract Sweeping

2995 Jesse Alvarado, Region Operations Manager

2996 jalvarado@contractssweeping.com

2997

2998 Customer Support

2999 Office (408) 498-4631

3000 Cell (209) 229-5999

3001

3002

3003 Exhibit 7

3004

City of Rancho Cordova, CA

3005

Vehicle Specifications

Vehicle Specifications				
Unit (Assigned ID #)	Truck Type	Legal Gross Weight (lbs)	Tare Weight (lbs)	Legal Payload (lbs)
2008	Rear end loader	58,000	38,940	19,060
2009	Rear end loader	58,000	39,000	19,000
2411	Resi-FEL	57,500	39,200	18,300
2420	Resi-FEL	57,500	39,760	17,740
2441	Resi-FEL	57,500	40,380	17,120
2466	Resi-FEL	57,500	39,900	17,600
2467	Resi-FEL	57,500	39,920	17,580
2468	Resi-FEL	57,500	40,060	17,440
2469	Resi-FEL	57,500	39,980	17,520
2470	Resi-FEL	57,500	39,820	17,680
2471	Resi-FEL	57,500	39,820	17,680
2472	Resi-FEL	57,500	39,340	18,160
2473	Resi-FEL	57,500	39,320	18,180
2474	Resi-FEL	57,500	39,680	17,820
2475	Resi-FEL	57,500	39,120	18,380
2477	Resi-FEL	57,500	39,860	17,640
2479	Resi-FEL	57,500	39,300	18,200
2480	Resi-FEL	57,500	39,540	17,960
2481	RESI	57,500	37,920	19,580
2482	RESI	57,500	38,180	19,320
2483	RESI	57,500	38,000	19,500
2484	RESI	57,500	37,760	19,740
2485	RESI	57,500	37,920	19,580
2486	RESI	57,500	38,040	19,460
9003	Loader	n/a	n/a	n/a
9032	Loader	n/a	n/a	n/a
9033	Loader	n/a	n/a	n/a
69	Toter Truck	n/a	n/a	n/a

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Vehicle Specifications (Cont.)				
Unit (Assigned ID #)	DMV License Plate	Chassis Make	Chassis Model	Mfg Year (age of chassis and body)
2008	61754M2/jul	Peterbilt	520	2018
2009	60778M2/jul	Peterbilt	520	2018
2411	86700G2/jun	Peterbilt	520	2017
2420	87598G2/aug	Peterbilt	520	2017
2441	35487H2/aug	Peterbilt	520	2017
2466	87155G2/jul	Peterbilt	520	2018
2467	86957G2/jun	Peterbilt	520	2017
2468	34999H2/jul	Peterbilt	520	2017
2469	06117S2/jul	Peterbilt	520	2017
2470	87696G2/aug	Peterbilt	520	2017
2471	35486H2/aug	Peterbilt	520	2017
2472	41873H1/aug	Autocar	WX64	2012
2473	41880H1/aug	Autocar	WX64	2012
2474	53347P1/aug	Autocar	WX64	2012
2475	02735M1/may	Autocar	WX64	2013
2477	09909M1/nov	Autocar	WX64	2013
2479	41855H1/aug	Autocar	WX64	2012
2480	02734M1/may	Autocar	WX64	2013
2481	23714T2/aug	Peterbilt	520	2020
2482	23509T2/jul	Peterbilt	520	2019
2483	23713T2/aug	Peterbilt	520	2020
2484	63852S2/apr	Peterbilt	520	2019
2485	64079S2/apr	Peterbilt	520	2019
2486	12353S2/mar	Peterbilt	520	2019
9003	n/a	John Deere	244J	2006
9032	n/a	Volvo	L30B	2012
9033	n/a	Volvo	L30B	2012
69	70250W1	International	4300	2015

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Vehicle Specifications (Cont.)				
Unit (Assigned ID #)	Unit Serial Number	Fuel Type	Date of Acquisition	Decibel Rating
2008	3BPDX20X4JF161699	CNG	7/3/18	82
2009	3BPDX20X7JF161700	CNG	6/18/18	83
2411	3BPDX20X0HF174735	CNG	6/1/17	84
2420	3BPDX20X6HF174738	CNG	5/12/17	83
2441	3BPDX20X8HF174739	CNG	5/12/17	85
2466	3BPDX20X4HF174740	CNG	2/22/17	83
2467	3BPDX20X6HF174741	CNG	2/22/17	83
2468	3BPDX20XXHF174743	CNG	2/22/17	84
2469	3BPDX20X0JF174742	CNG	5/12/17	84
2470	3BPDX20X2HF174736	CNG	5/12/17	83
2471	3BPDX20X4HF174737	CNG	5/12/17	83
2472	5VCACDLE4CH213732	CNG	7/19/12	85
2473	5VCACDLE8CH213734	CNG	6/27/12	84
2474	5VCACDLE3CH213740	CNG	7/18/12	85
2475	5VCACSLE3DH215915	CNG	5/21/13	83
2477	5VCACSLE1DH216125	CNG	9/25/13	84
2479	5VCACDLE7CH213739	CNG	7/3/12	85
2480	5VCACSLE8DH215909	CNG	5/21/13	84
2481	3BPDX20X2KF105908	CNG	6/25/19	83
2482	3BPDX20X4KF105909	CNG	6/25/19	83
2483	3BPDX20X0KF105910	CNG	6/25/19	85
2484	3BPDX20X2KF105911	CNG	3/15/19	84
2485	3BPDX20X4KF105912	CNG	3/8/19	84
2486	3BPDX20X6KF105913	CNG	3/8/19	83
9003	LV244JX714081	Diesel	12/1/09	85
9032	VCEOL30BJ01836334	Diesel	5/24/12	85
9033	VCEOL30BA01836337	Diesel	5/29/12	86
69	3HAMMMML8GL155941	Diesel	2/10/20	85

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Vehicle Specifications (Cont.)			
Unit (Assigned ID #)	Service Performed	Type of Service	Notes
2008	Bulky Spare	Resi	Spare Rear Loader
2009	Bulky	Resi	Rancho Rear Load
2411	Recycle/Green Waste	Resi	Spare
2420	Recycle/Green Waste	Resi	Spare
2441	Recycle/Green Waste	Resi	Rte 874
2466	Recycle/Green Waste	Resi	Rte 752
2467	Recycle/Green Waste	Resi	Relief Driver
2468	Recycle/Green Waste	Resi	Rte 753
2469	Recycle/Green Waste	Resi	Rte 751
2470	Recycle/Green Waste	Resi	Rte 754
2471	Recycle/Green Waste	Resi	Rte 771
2472	Recycle/Green Waste	Resi	Spare
2473	Recycle/Green Waste	Resi	Rte 870 / 770
2474	Recycle/Green Waste	Resi	Spare
2475	Recycle/Green Waste	Resi	Commercial Spare
2477	Recycle/Green Waste	Resi	Rte 774
2479	Recycle/Green Waste	Resi	Rte 773
2480	Recycle/Green Waste	Resi	Rte 772
2481	Curbside Trash	Resi	Rte 871
2482	Curbside Trash	Resi	Rte 851
2483	Curbside Trash	Resi	Rte 854
2484	Curbside Trash	Resi	Rte 873
2485	Curbside Trash	Resi	Rte 853
2486	Curbside Trash	Resi	Rte 852
9003	Bulky Loader	Resi	Primary Rancho Loader
9032	Bulky Loader	Resi	Spare Loader
9033	Bulky Loader	Resi	Spare Loader
69	Toter Delivery	Resi	Toter Delivery

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Exhibit 8

3012

Monthly Street Sweeping Reports

3013 CONTRACTOR shall compile data on a daily basis and report the following
3014 information in electronic format to CITY on a monthly basis:

3015 Daily Route Data – CONTRACTOR shall provide the following data for each
3016 portion of the route swept. Data shall include at a minimum, the following
3017 information:

3018

- 3019 1. Date of sweep
- 3020 2. Route number
- 3021 3. Street Sweeper identification number performing each route
- 3022 4. Name of sweeper operator on each route
- 3023 5. Total number of miles scheduled on entire route
- 3024 6. Total number of miles swept on entire route
- 3025 7. Beginning and ending odometer readings for portion of route completed
- 3026 8. Location of Sweep Waste transfer site or dumpsite
- 3027 9. Estimate of tons of debris collected and delivered to transfer site or
3028 dumpsite
- 3029 10. Estimate of volume (in cubic yards) of debris collected and delivered to
3030 transfer site or dumpsite
- 3031 11. Listing of streets not swept and reason for not sweeping
- 3032 12. Approximate number of parked cars using on-street parking on each
3033 sweep route
- 3034 13. Location of street trees that interfere with sweeping operations

3035 841.1054 2820194.1

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Exhibit 9

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Contamination Auditor and Reporting Plan for SB 1383

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Recyclable Materials and Organic Recyclable Material Contamination

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CONTRACTOR must offer the Residential Service Recipients Containers in a size and collection

3041

frequency that matches their unique service needs to reduce Prohibited Container Contaminants.

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To support City's diversion goals, CONTRACTOR is only required to collect Recyclable Materials

3043

if they have been separated by the Service Recipient from Garbage and Organic Recyclable

3044

Materials and is only required to collect Organic Recyclable Materials if it has been separated by

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the Service Recipient from Garbage and Recyclable Materials.

3046

As part of CONTRACTOR's Public Education Services under Section 14.01, CONTRACTOR

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agrees to provide outreach and customer service support to Service Recipients. Additionally,

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CONTRACTOR's route collection personnel will report to CONTRACTOR's supervisors if they

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observe potential Prohibited Container Contaminant problems, and/or insufficient collection

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capacity. For purposes of determining if Recyclable Materials or Organic Recyclable Materials

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are deemed to contain Prohibited Container Contaminants, if, by visual or digital inspection,

3052

Recyclable Materials are commingled with ten percent (10%) by weight or volume of Garbage or

3053

Organic Recyclable Materials, or if, by visual inspection, Organic Recyclable Materials is

3054

commingled with three percent (3%) by volume of Garbage or Recyclable Materials, then

3055

Recyclable Materials and/or Organic Recyclable Materials will be deemed to be contaminated

3056

and CONTRACTOR may take the steps outlined in **Article 7**.

3057