

- 1 B. Source Separated Recyclable Materials and Organic Materials and Specialty Recyclable
2 Materials source separated at any Premises by the Generator and donated to youth, civic,
3 charitable, or other nonprofit organization;
4
- 5 C. Source Separated Recyclable Materials or Organic Materials or Specialty Recyclable
6 Materials generated by Commercial Businesses (including City facilities) which are
7 Collected by a Person or company through a private arrangement between the Generator
8 and such Person that Generator pays a fee for the Collection service; provided however,
9 that the Owner or Occupant of such Commercial Business shall be required to subscribe
10 to and pay for the basic level of Recyclable Materials and Organic Materials services
11 provided by Contractor (where the basic level of service for Commercial Businesses is
12 described in Section 4.5.2.D);
13
- 14 D. Containers delivered for Recycling under the California Beverage Container Recycling
15 Litter Reduction Act, Section 14500, et.seq. California Public Resources Code;
16
- 17 E. Yard Waste removed from Premises by a gardening, landscaping, or tree-trimming
18 contractor as an incidental part of a total service offered by that contractor rather than as a
19 hauling service at no additional or separate fee;
20
- 21 F. Organic Materials composted on a Residential Premises;
22
- 23 G. Construction and Demolition Debris removed from Premises by a company licensed and
24 permitted to provide such Collection services in the City and managed in a manner
25 consistent with the City's Municipal Code which requires Recycling of a minimum of
26 fifty percent (50%) of such materials. Contractor shall be deemed under the provisions of
27 this Agreement as a company licensed to provide Construction and Demolition Debris
28 Collection services.
29
- 30 H. Animal waste and remains from slaughterhouse or butcher shops, or grease waste for use
31 as tallow;
32
- 33 I. By-products of sewage treatment including sludge, sludge ash, grit, and screenings;
34
- 35 J. Household Hazardous Waste, Hazardous Waste and Designated Waste regardless of its
36 source with the exception of materials Contractor is required to Collect as per Section 4.5
37 of this Agreement;
38
- 39 K. Materials generated by public schools located in the City.
40

41 Contractor acknowledges and agrees that the City may permit other Persons besides the
42 Contractor to Collect any and all types of materials excluded from the scope of this Franchise as
43 set forth above, without seeking or obtaining approval of Contractor under this Agreement. If
44 Contractor can produce evidence that other Persons are servicing Collection Containers or are
45 Collecting and Transporting Solid Waste, Recyclable Materials, and/or Organic Materials in a
46 manner that is not consistent with the City's Municipal Code, it shall report the location and the
47 name of the Person or company to the City along with Contractor's evidence of the violation of
48 the exclusiveness of this Agreement.

1
2 This grant to Contractor of an exclusive right and privilege to Collect, Transport, and Process,
3 Solid Waste, Recyclable Materials, and Organic Materials shall be interpreted to be consistent
4 with State and federal laws, now and during the Term of the Agreement, and the scope of this
5 exclusive right shall be limited by applicable State and federal laws with regard to the matters
6 contained in this Agreement. In the event that future judicial interpretations of current law or
7 new laws, regulations, or judicial interpretations limit the ability of the City to lawfully provide
8 for the scope of services as specifically set forth herein, Contractor agrees that the scope of the
9 Agreement will be limited to those services and materials which may be lawfully provided and
10 that the City shall not be responsible for any lost profits or losses claimed by Contractor to arise
11 out of limitations of the scope of the Agreement set forth herein. In such an event, it shall be the
12 responsibility of Contractor to minimize the financial impact to other services being provided as
13 much as possible.
14

15 **4.3 GENERAL RESPONSIBILITIES**

16 The Contractor shall be responsible for the following services:
17

- 18 A. Collecting all Solid Waste, Recyclable Materials, and Organic Materials (with the
19 exception of materials excluded under Section 4.2) generated in the City and placed for
20 Collection by Generator.
21
- 22 B. Transporting Collected materials to a Processing Site or the Designated Disposal
23 Location.
24
- 25 C. Processing and marketing Recyclable Materials and Organic Materials Collected in the
26 City by Contractor.
27
- 28 D. Furnishing all labor, supervision, vehicles, Containers, other equipment, materials,
29 supplies, and all other items necessary to perform the obligations of this Agreement.
30
- 31 E. Paying all expenses related to provision of services required by this Agreement including,
32 but not limited to, taxes, regulatory fees, Pass-Through Costs, utilities, etc.
33
- 34 F. Performing all services required by this Agreement in a thorough and professional
35 manner so that residents, businesses, and the City are provided reliable, courteous and
36 high-quality service at all times. Perform all services in substantial accordance with the
37 Contractor's Proposal and in full accordance with this Agreement and the performance
38 standards contained within at all times using best industry practice for comparable
39 operations.
40
- 41 G. Perform all services in accordance with Applicable Law.
42

43 The enumeration and specification of requirements for particular items related to labor or equip-
44 ment shall not relieve Contractor of the duty to furnish all others, whether enumerated or not.
45

46 The enumeration and specification of requirements for particular aspects of service quality shall
47 not relieve Contractor of the duty of accomplishing all other aspects whether they are
48 enumerated elsewhere in the Agreement or not.

1
2 **4.4 SOLID WASTE COLLECTION**

3
4 **4.4.1 General Requirements**

5 In accordance with the City's Municipal Code, all Owners of Premises are required to arrange
6 and pay for Solid Waste Collection Services provided by Contractor. Contractor shall Collect all
7 Solid Waste generated within the City with the exception of materials listed in Sections 4.2 and
8 4.5 which are specifically exempted. Contractor acknowledges that the City is committed to
9 diverting materials from Disposal through the implementation of source reduction, reuse,
10 Recycling and composting programs and that the City may at some time in the future implement
11 new programs that may impact the overall quantity of Solid Waste to be Collected by Contractor.
12 Furthermore, the City reserves the right to require Contractor to Collect certain material types
13 which were recognized on the Effective Date as Solid Waste but which become Recyclable
14 Materials or Organic Materials at some time during the Term of this Agreement provided that
15 such materials can, in the reasonable opinion of the City, be economically and feasibly Recycled
16 or composted.

17
18 **4.4.2 Regular Collection Specifications**

19 Contractor shall provide the following Solid Waste Collection services in the following manner:
20

- 21 **A. Single-Family Premises.** On the Commencement Date of the Agreement, Contractor
22 shall Collect Solid Waste from Single-Family Premises once per week from Containers
23 (of varying size) provided by the Solid Waste Generators, and such Collection shall be
24 made from locations selected by the Solid Waste Generator, including backyard,
25 sideyard, or Curb locations.

26
27 Beginning no later than April 30, 2003, Contractor shall transition from backyard and
28 sideyard Collection service to Curbside Collection service using Contractor-provided
29 Containers. The transition to Curbside service shall occur in such a manner that Single-
30 Family Premises on one or more routes per week are provided Containers and required to
31 place Containers Curbside. The transition shall occur on a route-by-route basis so that by
32 April 31, 2003 Contractor shall Collect Solid Waste from all Single-Family Premises at
33 the Curb in Containers provided by Contractor. One to two weeks prior to
34 commencement of Curbside Collection service, Contractor shall provide each Premises
35 with twenty (20), thirty-two (32), sixty-four (64), or ninety-six (96) gallon (or similar
36 sizes) Cart as requested by the Customer. Upon approval by the City on a case-by-case
37 basis, a Customer may use a ten (10) gallon Can or thirty-two (32) gallon bags rather than
38 a Cart provided by Contractor. In such case, City shall provide Customer with Can or
39 Contractor shall mail packages of ten (10) bags to Customer for use during a twelve (12)
40 month period. Contractor shall Collect Solid Waste from Carts placed at the Curb with
41 the exception that Contractor shall Collect Solid Waste from Carts, Cans, bags pre-
42 purchased from Contractor, bags tagged with stickers pre-purchased from Contractor or
43 placed at an alternative service location such as the porch, sideyard, or backyard at
44 Single-Family Premises in which the Occupant who, for physical reasons, is unable to
45 move the Collection Container to the Curb and is eligible for such service at no additional
46 charge or from Customer who is willing to pay the additional charge set by the
47 Contractor in accordance with the City-established rate policies and rate ceilings policies
48 set forth in Section 5.2.A. If service is to be provided at a location other than the Curb,

1 Contractor shall pick up and return the Container to the location where the Container was
2 placed by the Occupant. In accordance with Section 5.3, Contractor shall verify
3 Occupant's eligibility for backyard service at no additional charge.
4

5 Beginning on the Commencement Date, Contractor shall make available stickers that
6 may be purchased by Customer or Generators (except those Customers or Generators
7 participating in the ten (10) gallon Can or thirty-two (32) gallon bag program rather than
8 regular Cart Collection) and placed on thirty-two (32) gallon bags for Solid Waste
9 Collection for extra materials or to be used by Generators that received a Solid Waste
10 exemption. Contractor shall make such stickers available for purchase at the City Hall
11 Central Permitting Office, Fire Stations, at another location to be identified by City, and
12 Contractor's local office and via mail by ordering from Contractor.
13

14 **B. Multi-Plex Premises.** Contractor shall provide Solid Waste Collection service to Multi-
15 Plex Premises in a manner identical to service provided to Single-Family Premises.
16 Contractor shall bill separately each Occupant of the individual units in the Multi-Plex
17 Premises unless otherwise specified by the Owner.
18

19 **C. Multi-Family Premises.** Contractor shall Collect Solid Waste from Multi-Family
20 Premises a minimum of once per week or more frequently at the request of the Customer.
21 Contractor shall allow for a Multi-Family Premises to use Cart(s) or Bin(s) for Solid
22 Waste Collection which are shared by the Occupants of the Multi-Family Premises.
23 Contractor shall provide one (1) or more Carts or Bins to such Premises as requested by
24 Owner provided that no less than ninety-six (96) gallons of Container capacity are
25 provided for every five (5) dwelling units in the Premises. Contractor shall provide each
26 Customer with a choice of one (1) or more Carts with capacities ranging from thirty-two
27 (32) to ninety-six (96) gallons or Bins with capacity ranging from one (1) to eight (8)
28 cubic yards (or similar sizes). Contractor shall offer to Collect Solid Waste from Carts at
29 a location selected by Owner including Curbside, backyard or sideyard locations.
30 Contractor shall bill Owner of the Multi-Family Premises.
31

32 **D. Commercial Premises.** Contractor shall Collect Solid Waste from Commercial Business
33 Premises as frequently as scheduled by Customer, but not less than once per week.
34 Contractor shall allow each Commercial Business Customer to select a Collection service
35 methodology that best suits the needs of its Premises. Specifically, the Contractor shall
36 offer the following choices to Commercial Business Customers:
37

- 38 1. **Cart or Bin service.** Contractor shall allow for a Commercial Business Premises to
39 use Cart(s) or Bin(s) for Solid Waste Collection. Contractor shall provide each
40 Customer with a choice of one (1) or more Carts with capacities ranging from thirty-
41 two (32) to ninety-six (96) gallons or Bins with capacity ranging from one (1) to
42 eight (8) cubic yards (or similar sizes).
43
- 44 2. **Centralized Bin or Cart service.** Contractor shall allow for a Commercial Business
45 Premises to use Cart(s) or Bin(s) for Solid Waste Collection which are shared by the
46 Occupants of two (2) or more Commercial Premises. In such case, Contractor shall
47 provide one (1) or more Carts or Bins to such Premises as requested by Customer(s)
48 provided that no less than ninety-six (96) gallons (or similar sizes) of Container

1 capacity is provided for every five (5) Commercial Business Premises. Contractor
2 shall provide each Customer with a choice of one (1) or more Carts with capacities
3 ranging from thirty-two (32) to ninety-six (96) gallons or Bins with capacity ranging
4 from one (1) to eight (8) cubic yards (or similar sizes). Contractor shall bill one (1)
5 Customer for Centralized services or, at the request of the Commercial Businesses
6 sharing the Containers, Contractor shall treat each Commercial Business Premises as
7 a separate Customer and shall bill each Customer for service costs equal to the
8 service rate divided by the number of Commercial Businesses sharing the service.
9

10 **E. Debris Boxes and Compactors.** Contractor shall allow for a Customer to use a Debris
11 Box or Compactor for Solid Waste Collection to meet the Generator's temporary or
12 permanent Disposal needs. In such case, Contractor shall provide Customer with a
13 choice of Container capacities ranging from ten (10) to fifty (50) cubic yards. Contractor
14 shall offer Customers the option to purchase or lease Compactors through either the
15 Contractor or an outside vendor.
16

17 **F. City Facilities.** Contractor shall Collect Solid Waste from City locations and at the
18 service levels identified in Exhibit A provided that such Collection shall occur at least
19 once per week or more frequently as requested by the City. Contractor shall provide and
20 maintain Collection Containers for the City use with the exception of public litter cans,
21 which shall be provided and maintained by the City. Contractor may integrate Collection
22 of Solid Waste from City facilities with other Collection services provided that
23 Contractor attributes Tonnage Collected from City facilities separately from other
24 Customers. The services required by this Section shall be provided at no charge to the
25 City but the cost of providing them shall be an allowable expense under Article 8. The
26 City shall place up to one hundred (100) additional public litter containers in the City
27 prior to the Commencement Date and Contractor shall be required to Collect Solid Waste
28 from such Containers at least weekly or more frequently as requested by the City at no
29 charge to the City.
30

31 **G. Special Events.** Contractor shall Collect Solid Waste at up to twelve (12) special events
32 selected by the City such as Earth Day, Fun Fair, and Run for the Parks events and other
33 events determined by the City. Contractor shall provide an adequate number and type of
34 Collection Containers for the special events and shall coordinate its Collection services
35 with the City. Contractor's employee(s) shall be each event to keep all Collection points
36 tidy, and to empty or exchange Containers as the need arises, and to respond to overages
37 or spills. Contractor shall prepare and distribute information to the public during such
38 events describing the Collection options available and promoting Recycling. No later
39 than ten (10) Business Days following each event, the Contractor shall submit to the City
40 a written report identifying the Tonnage of Solid Waste Collected and any suggestions
41 Contractor proposes for the next event. The services required by this Section shall be
42 provided at no charge to the City but the cost of providing them shall be an allowable
43 expense under Article 8.
44

45 **H. Overages.** Contractor shall direct its employees not to Collect Solid Waste beyond each
46 Customer's subscription level of service unless the business office of Contractor has
47 granted prior authorization to make such Collection or the overage is placed in a bag pre-

1 purchased from Contractor or in a bag tagged with a sticker pre-purchased from
2 Contractor as described in Section 4.4.2.A.
3

4 4.4.3 Single-Family and Multi-Plex Clean-Up Services 5

6 **A. General Requirements.** Contractor shall provide Single-Family and Multi-Plex
7 Customers with two (2) clean-up Collection events per year at no additional cost to the
8 Customers. One (1) clean-up Collection event shall be an on-call event and one clean-up
9 Collection event shall be a schedule event. For the on-call clean-up events, the Customer
10 shall contact Contractor to schedule an on-call clean-up Collection event and Contractor
11 shall provide such service to Customer on its regularly scheduled Collection day within
12 seven (7) Business Days of Customer's request. For the scheduled clean-up events, the
13 Contractor shall annually schedule clean-up Collection on a route-by-route basis, subject
14 to the City's review and approval, in such a manner that all Single Family and Multi-Plex
15 Customers on the same Solid Waste Collection route shall receive clean-up Collection
16 services on the same day. The Contractor, in accordance with the City-established rate
17 policies and rate ceilings policies set forth in Section 5.2.A, shall also provide on-call
18 clean-up Collection services to Customers requesting more than two (2) free events for
19 which Customer is entitled pursuant to this Section and may charge Customers rates
20 provided such rates comply with City-established policies and do not exceed the rate
21 ceilings in Exhibit C set by the City. Prior to each scheduled clean-up event and on-call
22 event, Contractor shall provide each Single-Family and Multi-Plex Waste Generator with
23 information that includes instructions that household batteries will be Collected by
24 Contractor if Generators place household batteries in a separate plastic bag.
25

26 **B. Service Guidelines.** For each clean-up Collection event, each Customer shall be
27 permitted to place up to two (2) cubic yards (which shall be measured for all materials
28 excluding Bulky Items) of Solid Waste, Recyclable Materials, and Yard Waste and up to
29 three (3) Appliances of which one (1) Appliance may be an E-Scrap Item at the Curb for
30 Collection by Contractor at no charge. In the event, Customer places more than two (2)
31 cubic yards of materials (which shall be measured for all Discarded Materials excluding
32 Bulky Items) for Collection, places more than three (3) Appliances, more than one (1) E-
33 Scrap Item, or places Bulky Items for Collection, Contractor shall charge the Customer
34 for additional Collection services at rates that comply with City-established policies and
35 do not exceed the rate ceilings in Exhibit C set by the City. In the event the Customer has
36 not prearranged and prepaid for the additional Collection services required, Contractor
37 shall not Collect the material and shall leave a tag stating the reason for non-Collection.
38 Contractor shall require Customers to adhere to the following guidelines:
39

- 40 1. No single item over seventy-five (75) pounds shall be accepted unless Customer
41 pays an additional fee for service.
42
- 43 2. No rocks, cement, dirt or Hazardous Waste shall be accepted.
44
- 45 3. Materials shall be placed in disposable containers or bundled; Contractor shall not
46 empty any containers;
47

- 1 4. Bundled wood shall not exceed five (5) feet in length. Wood shall be unpainted and
2 unstained.
- 3
- 4 5. Discarded Materials to be Collected in the clean-up event shall be placed Curbside
5 by the Generator by 6:00 a.m. on the pickup day to ensure Collection but in no case
6 shall be placed Curbside more than twenty-four (24) hours prior to the pickup day.
- 7
- 8 6. Up to three (3) Appliances may be placed Curbside for Collection at no cost to
9 Customer; additional Appliances shall be Collected if Customer pays an additional
10 fee for service. One (1) E-Scrap Item may be included as an Appliance. For
11 computers, one (1) E-Scrap Item shall be considered to include the computer
12 monitor, keyboard, mouse, and CPU.
- 13
- 14 7. Customer to pay for Collection of Bulky Items set out in addition to the three (3)
15 Appliances.
- 16
- 17 8. Contractor shall Collect latex paint. Contractor shall pay for all costs associated with
18 Collection, handling of latex paint, and the City shall pay for Processing, Recycling
19 or Disposal costs for the latex paint provided that the City reserves the right to direct
20 Contractor to deliver paint to a Processing, Recycling or Disposal facility of its
21 choice in Alameda County.
- 22
- 23 9. Contractor shall Collect household batteries (including AAA, AA, C, D, and 9V
24 batteries). Contractor shall pay for all costs associated with Collection, handling,
25 Processing, Recycling or Disposal of household batteries for the Rate Periods One
26 and Two, and thereafter, such costs shall be allowable costs.
- 27

28 Contractor may require Generator to place Discarded Materials in a two (2) cubic yard
29 Bin provided by Contractor. In such case, Contractor shall deliver the two (2) cubic yard
30 Bin to the Premises five (5) to seven (7) calendar days prior to Collection.

- 31
- 32 **C. Contractor Collection and Diversion Requirements.** Contractor shall divert a
33 minimum of fifty percent (50%) by weight of the materials Collected through the clean-
34 up Collection program through reuse, Recycling or composting activities. Disposal of
35 materials shall be the Contractor's last option. The Contractor's programs to accomplish
36 diversion of such materials are described in Exhibit H.

37

38 Appliances and E-Scrap Items shall be reused, Recycled or Disposed by Contractor in
39 accordance with requirements of Applicable Law and in accordance with the State
40 Department of Toxic Substance Controls regulations that are in draft form. Any changes
41 to such draft regulations made after the Effective Date shall be addressed as though they
42 are a Change in Law in accordance with Section 8.9.

44 4.4.4 Multi-Family and Marina Clean-Up Services

- 45
- 46 **A. General.** Contractor shall provide one (1) clean-up Collection event at each Multi-
47 Family Premises and each Marina in the City where Persons are living on boats. Such
48 clean-up Collection events shall be designed by Contractor in consultation with the City

1 to provide for Collection of Solid Waste and Recyclable Materials from Multi-Family
2 and Marina residents at no charge to Customer. Contractor shall coordinate the
3 scheduling and location of the clean-up events with each Owner or property manager of
4 the Multi-Family Premises or Marina. Contractor and Owner or property manager shall
5 agree on a centralized location at the Multi-Family Premises and Marina for the
6 Collection of Discarded Materials. Contractor shall provide staff at the Multi-Family
7 Premises and Marinas to supervise each clean-up event. Prior to each scheduled clean-up
8 event and on-call event, Contractor shall provide one (1) blue plastic bag designated for
9 Collection of household batteries to Multi-Family Premises and Marinas, and such bag
10 shall include instructions for use.

11
12 **B. Contractor Collection and Diversion Requirements.** Diversion requirements specified
13 in Section 4.4.2.D shall be applicable to the Multi-Family and Marina clean-up events.

14
15 **C. Service Guidelines.** For each clean-up Collection event, each Occupant of a Multi-
16 Family dwelling unit and Marina berth with a boat with Persons living aboard shall be
17 permitted to place up to two (2) cubic yards (which shall be measured for all materials
18 excluding Appliances and Bulky Items) of Solid Waste and Recyclable Materials and up
19 to three (3) Appliances, of which one (1) Appliance may be an E-Scrap Item at a location
20 mutually agreed upon by Contractor and Owner or property manager for Collection by
21 Contractor at no charge. In the event an Occupant of a Multi-Family dwelling unit or
22 Person living aboard a boat places more than two (2) cubic yards of materials for
23 Collection, places more than three (3) Appliances, or places more than one (1) E-Scrap
24 Item, Contractor shall charge the Multi-Family or Marina Customer for additional
25 Collection services at rates that comply with City-established policies and do not exceed
26 the rate ceilings in Exhibit C set by the City. Contractor may require Multi-Family and
27 Marina residents to adhere to the following guidelines:

- 28
29 1. No single item over seventy-five (75) pounds shall be accepted unless resident pays
30 an additional fee for service.
- 31
32 2. No rocks, cement, dirt Household Hazardous Waste, or Hazardous Waste shall be
33 accepted.
- 34
35 3. Materials shall be placed in disposable containers or bundled; Contractor shall not
36 empty any containers;
- 37
38 4. Bundled wood shall not exceed five (5) feet in length.
- 39
40 5. Discarded Materials to be Collected in the clean-up event shall be placed by Multi-
41 Family dwelling unit Occupant or Person living aboard a boat at the designated
42 location by the Generator by 6:00 a.m. on the pickup day to ensure Collection but in
43 no case shall be placed at the designated location more than twenty-four (24) hours
44 prior to the pickup day.
- 45
46 6. Up to three (3) Appliances may be placed at the designated location for Collection at
47 no cost to Customer; additional Appliances shall be Collected if Customer pays an
48 additional fee for service. One (1) E-Scrap Item may be included as an Appliance.

1 For computers, one (1) E-Scrap Item shall be considered to include the computer
2 monitor, keyboard, mouse, and CPU.

- 3
4 7. Customer to pay for Collection of Bulky Items set out in addition to the three (3)
5 Appliances per Multi-Family dwelling unit or Marina berth.
6

7 **4.4.5 Abandoned Waste Collection**

8 Contractor shall Collect Solid Waste and Bulky Items abandoned by Generators in the City.
9 Contractor shall dispatch a truck to Collect abandoned materials at locations in the City
10 identified by Contractor or at locations identified by the City. In instances when the Contractor
11 has received verbal request from the City to Collect abandoned waste at a specific location,
12 Contractor shall Collect abandoned waste from such location within forty-eight (48) hours of
13 receiving the verbal request unless special circumstances warrant a longer period, in which case
14 Contractor shall notify the City of such circumstances and the need for additional time to Collect
15 materials within twenty-four (24) hours of the City's verbal notice to Collect abandoned waste.
16 Contractor shall be responsible for Collection, Transportation, and Disposal of such material and
17 City shall pay for actual, documented Disposal Costs. Contractor shall record the date, time,
18 location, and description of material Collected including estimated volume of such material;
19 location where such material was Disposed; and cost of Disposal. Copies of receipts from
20 Disposal Site for Disposal of abandoned Solid Waste shall be made available by Contractor upon
21 request by the City. Tonnage or volume of material Collected shall be separately recorded and
22 reported to the City on a quarterly basis.
23

24 **4.5 RECYCLABLE MATERIALS AND ORGANIC MATERIALS COLLECTION**

25 **4.5.1 General Program Requirements**

26 In accordance with the City's Municipal Code, all Owners of Premises are required to arrange
27 and pay for Recyclable Materials and Organic Materials Collection services provided by
28 Contractor. Contractor shall Collect all Recyclable Materials and Organic Materials generated
29 within the City and placed for Collection by Generator with the exception of materials listed in
30 Section 4.2 which are specifically exempted.
31

- 32
33 **A. Recyclable Materials.** Contractor shall Collect from Single-Family, Multi-Plex, Multi-
34 Family, and Commercial Business Premises, at a minimum, the following types of
35 Recyclable Materials: newspaper (including inserts, coupons, and store advertisements);
36 mixed paper (including office paper, computer paper, magazines, junk mail, catalogs,
37 brown paper bags, brown paper, paperboard, paper egg cartons, phone books, grocery
38 bags, colored paper, construction paper, envelopes, legal pad backings, shoe boxes, cereal
39 and other similar food boxes); chipboard; corrugated cardboard; paper milk cartons; glass
40 containers (including brown, clear, and green glass bottles and jars); aluminum (including
41 beverage containers, foil, food containers, small pieces of scrap metal); small pieces of
42 scrap metal weighing less than ten (10) pounds and fitting into the Recyclable Materials
43 Collection Container; steel, tin or bi-metal cans; plastic containers (no. 1 to 7); aseptic
44 beverage boxes. In addition, Recyclable Materials Collected from Residential Premises
45 shall include empty steel paint cans (formerly used for latex paint), used motor oil, used
46 oil filters, small Appliances, and aerosol cans. Contractor shall not be required to Collect
47 more than five (5) one (1) gallon empty paint cans or more than three (3) gallons of used

1 motor oil per individual dwelling unit per week. Contractor may include additional types
2 of Recyclable Materials to the list above with approval of the City.

3
4 Generators shall be required to place all Recyclable Materials together (i.e., commingled)
5 in Recyclable Materials Containers provided by Contractor with the exception of the used
6 motor oil, used motor oil filters, and empty steel paint cans, which shall be placed
7 adjacent to the Recyclable Materials Containers.

8
9 Contractor shall contact Owners of all Multi-Plex and Multi-Family Premises to request
10 authorization to Collect empty steel paint cans (formerly used for latex paint), used motor
11 oil, used oil filters, small Appliances, and aerosol cans on its property. If the Owner
12 provides authorization to Contractor for Collection of one (1) or more of these materials
13 from Occupants of its Multi-Plex and Multi-Family Premises, Contractor shall Collect
14 such materials in the manner equivalent to that described for Single-Family Premises in
15 Section 4.5.2 and Contractor shall provide the service to such property at no additional
16 cost.

17
18 **B. Organic Materials.** On the Commencement Date, Contractor shall Collect from
19 Residential Premises (Single-Family, Multi-Plex, and Multi-Family), at a minimum, Yard
20 Waste, placed by Generators in Organic Materials Containers. Contractor shall be
21 required to Collect Food Waste placed by Generators together with Yard Waste in the
22 Organic Materials Containers from all Residential Premises no later than April 30, 2003.
23 See Section 4.5.5 for requirements regarding the Food Waste pilot program. Upon
24 Commencement Date, Contractor shall Collect from Commercial Business Premises
25 Organic Materials, including Yard Waste and Food Waste, which are placed together by
26 Generators in Organic Materials Containers.

27
28 **C. City Right to Include Additional Materials.** The City reserves the right to request
29 Contractor to include additional types of Recyclable Materials or Organic Materials as
30 part of Contractor's Recyclable Materials and Organic Materials Collection requirements
31 and to request such Collection without providing Contractor any additional
32 compensation. In the event Contractor refuses to Collect such material at its then-current
33 amount of Contractor's Compensation, the Contractor shall forfeit its exclusive right to
34 Collect such material from Generators and the City may solicit proposals from one or
35 more other parties for Collection of such material and Contractor shall be invited to
36 submit a proposal during the process.

37 38 **4.5.2 Regular Collection Service Specifications**

39 Contractor shall provide the Recyclable Materials and Organic Materials Collection services in
40 the following manner:

41
42 **A. Single-Family Premises.** Contractor shall Collect Source Separated Recyclable
43 Materials and Organic Materials placed in Carts (except used motor oil, used oil filters,
44 and empty paint cans placed adjacent to Carts) from Single-Family Premises once per
45 week at the Curb on the Occupant's regularly scheduled Solid Waste Collection day.
46 Contractor shall provide each Premises with a minimum of one (1) Cart for Recyclable
47 Materials Collection and one (1) Cart for Organic Materials Collection. Contractor shall
48 offer Customers choice of the following Cart sizes: thirty-two (32), sixty-four (64), or

1 ninety-six (96) gallon Carts with the exception that Customers with approved on-site (i.e.,
2 backyard) composting exemptions shall receive a thirty-two (32) gallon Organics
3 Materials Cart. Contractor shall provide one (1) gallon translucent plastic containers with
4 screw on tops for used motor oil Collection and 6-mil plastic ziplock bags for used oil
5 filter Collection to Occupants upon Occupant's request within two (2) Business Days of
6 such request. Contractor shall make available specially designed (i.e., compostable)
7 thirty-two (32) gallon bags for Collection of excess Organic Materials or for use by
8 Generators that received an Organic Material Collection exemption. Contractor shall
9 make such bags available for purchase at the City Hall Central Permitting Office, Fire
10 Stations, and Contractor's local office and via mail by ordering from Contractor.
11

12 Contractor shall phase in implementation of Food Waste Collection Services for all
13 Residents in accordance with a schedule approved by the City provided that all Residents
14 receive Food Waste Collection Services no later than April 30, 2003. Residents shall
15 place Food Waste in their Organics Collection Container. When Contractor implements
16 Food Waste Collection Services for Residents, Contractor shall distribute to each Single-
17 Family Premises and each Multi-Plex Residential unit a one (1) gallon container with a
18 lid and handle to be used by Residents to temporarily store Food Waste prior to placing
19 such Discarded Material in the Organic Materials Collection Cart. The City shall
20 approve the manufacturer's specifications for the one (1) gallon container prior to
21 purchase and distribution to Residents. The City shall make reasonable efforts to obtain
22 the one (1) gallon Food Waste containers for each Single-Family Premises and each
23 Multi-Plex Residential unit through the Alameda County Waste Management Authority
24 funding program; however, in the event the City cannot obtain the containers through the
25 Alameda County Waste Management Authority funding program, the Contractor shall
26 purchase such containers.
27

28 **B. Multi-Plex Premises.** Contractor shall provide Recyclable Materials and Organic
29 Materials Collection service to Multi-Plex Premises in a manner identical to Single-
30 Family Premises. Contractor shall bill separately each Occupant of the individual units in
31 the Multi-Plex Premises unless otherwise specified by the Owner.
32

33 **C. Multi-Family Premises.** Contractor shall Collect Source Separated Recyclable
34 Materials and Organic Materials from Multi-Family Premises once per week. Contractor
35 shall allow for a Multi-Family Premises to use Cart(s) or Bin(s) for Recyclable Materials
36 and Organic Materials Collection which are shared by the Occupants of the Multi-Family
37 Premises. Contractor shall, at a minimum, provide ninety-six (96) gallons of Container
38 capacity for Recyclable Materials Collection and ninety-six (96) gallons of Container
39 capacity for Organic Materials Collection for every five (5) dwelling units at the
40 Premises. Contractor shall provide each Customer with a choice of one (1) or more Carts
41 with capacities ranging from thirty-two (32) to ninety-six (96) gallons or Bins with
42 capacity ranging from one (1) to eight (8) cubic yards (or similar sizes). Contractor shall
43 offer to Collect Recyclable Materials and Organic Materials from Carts or Bins at a
44 location selected by Owner including Curbside, backyard or sideyard locations.
45 Contractor shall bill Owner of the Multi-Family Premises for centralized Cart and Bin
46 services in accordance with the City-established rate policies and rate ceilings policies set
47 forth in Section 5.2.A. Contractor shall provide one (1) gallon translucent plastic
48 containers with screw on tops for used motor oil and 6-mil plastic ziplock bags for used

1 oil filter Collection to Occupants upon Occupant's request within two (2) Business Days
2 of such request.
3

4 Contractor shall phase in implementation of Food Waste Collection Services for all
5 Residents in accordance with a schedule approved by the City provided that all Residents
6 receive Food Waste Collection Services no later than April 30, 2003. Residents shall
7 place Food Waste in their Organics Collection Container. When Contractor implements
8 Food Waste Collection Services for Residents, Contractor shall distribute to each Multi-
9 Family Residential unit a one (1) gallon container with a lid and handle to be used by
10 Residents to temporarily store Food Waste prior to placing such Discarded Material in
11 the Organic Materials Collection Container. The City shall approve the manufacturer's
12 specifications for the one (1) gallon container prior to purchase and distribution to
13 Residents. The City shall make reasonable efforts to obtain the one (1) gallon Food
14 Waste containers for each Multi-Family unit through the Alameda County Waste
15 Management Authority funding program; however, in the event the City cannot obtain
16 the containers through the Alameda County Waste Management Authority funding
17 program, the Contractor shall purchase such containers.
18

19 **D. Commercial Premises.** Contractor shall Collect Recyclable Materials and Organic
20 Materials from Commercial Premises as frequently as scheduled by Customer, but not
21 less than once per week. Contractor shall provide a basic level of weekly Recyclable
22 Materials and Organic Materials Collection service to Commercial Businesses which
23 shall, at a minimum, allow for Collection of ninety-six (96) gallons (or similar volume) of
24 Container capacity for Recyclable Materials and ninety-six (96) gallons (or similar
25 volume) of Container capacity for Organic Materials to each Commercial Premises at
26 rates that comply with City-established policies and do not exceed rate ceilings in Exhibit
27 C set by the City. Contractor shall provide each Customer with a choice of Carts with
28 varying capacities of approximately thirty-two (32), sixty-four (64) or ninety-six (96)
29 gallons.
30

31 If Customer requests Collection services in excess of ninety-six (96) gallons (or similar
32 volume) for Recyclable Materials or Organic Materials, Contractor shall provide
33 requested service and shall charge Customer for additional service at rates that comply
34 with City-established policies and do not exceed the rate ceilings in Exhibit C set by the
35 City approved by the City.
36

37 Contractor shall allow Commercial Customers to select a Collection service method that
38 best suits the needs of its Premises. Specifically, the Contractor shall offer the following
39 choices to Commercial Customers:
40

- 41 1. **Cart or Bin service.** Contractor shall allow for a Commercial Premises to use
42 Cart(s) or Bin(s) for Recyclable Materials and Organic Materials Collection.
43 Contractor shall provide each Customer with a choice of one (1) or more Carts with
44 capacities ranging from thirty-two (32) to ninety-six (96) gallons or Bins with
45 capacity ranging from one (1) to eight (8) cubic yards (or similar sizes).
46
- 47 2. **Centralized Cart or Bin service.** Contractor shall allow for Commercial Business
48 Premises to use Cart(s) or Bin(s) for Recyclable Materials and Organic Materials

1 Collection which are shared by the Occupants of two (2) or more Commercial
2 Premises. In such case, Contractor shall provide one (1) or more Carts or Bins to
3 such Premises as requested by Customer(s) provided that no less than ninety-six (96)
4 gallons (or similar volume) of Container capacity for Recyclable Materials and for
5 Organic Materials is provided for every five (5) Commercial Business Premises.
6 Contractor shall bill one (1) Customer for Centralized services or, at the request of
7 the Commercial Businesses sharing the Containers, Contractor shall treat each
8 Commercial Business Premises as a separate Customer and shall bill each Customer
9 for service costs equal to the service rate divided by the number of Commercial
10 Businesses sharing the service.

11
12 **D. Debris Boxes and Compactors.** Contractor shall allow Premises to use a Debris Box or
13 Compactor for Recyclable Materials and Organic Materials Collection to meet
14 Customer's temporary or permanent needs. In such case, Contractor shall provide
15 Premises with a choice of Container capacities ranging from ten (10) to fifty (50) cubic
16 yards. Contractor shall offer Customers the option to purchase or lease Compactors
17 through Contractor or an outside vendor.

18
19 **E. City Facilities.** Contractor shall Collect Recyclable Materials and Organic Materials
20 from City locations and at service levels identified in Exhibit A at least weekly or more
21 frequently as requested by City. Contractor shall provide and maintain Collection
22 Containers used by the City with the exception of Recyclable Materials containers
23 (adjacent to public litter containers), which shall be provided and maintained by the City.
24 Contractor may integrate Collection of City facilities with other Collection services
25 provided that Contractor attributes Tonnage Collected from City facilities separately from
26 other Customers. Contractor's Collection obligations include Collection of street
27 sweeping debris obtained from the City's street sweeping program that City has deposited
28 into Containers for purpose of Collection. Contractor shall compost street sweeping
29 materials when the physical and chemical characteristics of such material allow for such
30 use. The services required by this Section shall be provided at no charge to the City but
31 the cost of providing them shall be an allowable expense under Article 8.

32
33 Prior to the Commencement Date, the City shall place up to one hundred (100) additional
34 Recyclable Materials Containers (adjacent to the public litter containers) in the City and
35 Contractor shall be required to Collect Recyclable Materials from such Containers at least
36 weekly or more frequently as requested by the City at no charge to the City.

37
38 **F. Special Events.** Contractor shall Collect Recyclable Materials at up to twelve (12)
39 special events selected by the City such as Earth Day, Fun Fair, and Run for the Parks
40 events and other events determined by the City. Contractor shall provide an adequate
41 number and type of Collection Containers for the special events and shall coordinate its
42 Collection services with the City. Contractor's employee(s) shall be each event to keep
43 all Collection points tidy, and to empty or exchange Containers as the need arises, and to
44 respond to overages or spills. Contractor shall prepare and distribute information to the
45 public during such events describing the Collection options available and promoting
46 Recycling. No later than ten (10) Business Days following each event, the Contractor
47 shall submit to the City a written report identifying the Tonnage of Recyclable Materials
48 Collected and any suggestions Contractor proposes to improve Recycling at the next

1 event. The services required by this Section shall be provided at no charge to the City but
2 the cost of providing them shall be an allowable expense under Article 8.
3

4 **G. Routing Schedules.** Contractor shall provide City with route maps and schedules for
5 review and approval, and shall obtain approval from the City thirty (30) days prior to any
6 changes.
7

8 **4.5.3 Commercial Recycling Auditor**

9 Contractor shall provide business audits for interested Commercial Businesses. A minimum of
10 one hundred (100) Commercial Businesses in the City shall be audited each year to assist in the
11 development of source reduction, reuse, and Recycling programs. Annually, by the first date of
12 each Rate Period, Contractor shall submit to the City a list of the one hundred (100) Commercial
13 Businesses it proposes to audit with justification for selection of the Commercial Businesses.
14 City shall review the list and provide comments to the Contractor within ten (10) Business Days
15 of receipt. In the event the City does not provide a response to the Contractor, the proposed list
16 of Commercial Businesses shall be considered acceptable to the City. Audits shall include, but
17 are not limited to, waste characterization and generation assessment, diversion recommendations,
18 and source reduction analysis; research of markets for specialized materials generated by the
19 Commercial Business, and recommendations and training for management and storage of
20 Discarded Materials. Monthly reports shall be submitted to the City with auditing results
21 describing Disposal and diversion levels before the audit and changes of Disposal and diversion
22 levels after the audits and program implementation. In the event of Contractor fails to conduct
23 and report Commercial Business audits, the Contractor shall pay Liquidated Damages in
24 accordance with Section 11.5.
25

26 **4.5.4 Holiday Tree Collection**

27 Annually, Contractor shall Collect holiday trees from all Customers to supplement but not
28 replace the collection program offered by the Boy Scouts in the City. Contractor shall offer
29 Residential Customers Collection of holiday trees for the period commencing December 26 and
30 ending on the last regularly scheduled Yard Waste or Organic Materials Collection day of
31 January for each specific route. Holiday trees shall be Collected on the Customer's regular
32 Collection day.
33

34 Contractor shall also supply three (3) Debris Boxes, to be placed at three (3) different locations
35 determined by the City, to provide a drop-off location for holiday trees. The Contractor shall
36 service the holiday tree Debris Box on a regular basis and keep the surrounding area free of any
37 debris. Contractor shall deliver the three (3) Debris Boxes to sites specified by the City on the
38 first (1st) business day after Christmas day and shall service the Debris Box until the third (3rd)
39 Monday of January.
40

41 Holiday trees shall be used to produce mulch or compost product or diverted from landfill
42 Disposal in an alternative manner to count as diversion in accordance with the Act with the
43 exception that holiday trees may not be used as ADC or for transformation fuel without prior
44 written approval from the City. Trees that are flocked and contain tinsel or other decorations may
45 not be Collected for Recycling purposes but shall be Collected and Disposed by Contractor.
46

1 **4.5.5 Residential Food Waste Pilot Program**

2 Contractor will conduct a pilot program in which Residential Generators place Food Waste in
3 Organics Materials Containers together with Yard Waste for Collection in accordance with
4 Section 4.5.1.B. The Pilot Program shall include two (2) routes consisting of no less than 500
5 Residential Single-Family Premises. The program will begin upon the Commencement Date.
6 Contractor shall maintain records of Solid Waste, Recyclable Materials and Organic Materials
7 Tonnage Collected from this route separately from Tonnage Collected on all other routes.
8 Within one hundred (100) days of the Commencement Date of this Agreement, Contractor will
9 provide the City with Tonnage reports for the first three (3) months of service for the pilot area
10 and other Residential Single-Family Routes by waste streams. Information obtained through the
11 pilot program shall be used to refine the implementation plan and public education materials that
12 will be used when the Residential Food Waste Collection program is implemented for all
13 Residential Customers by Contractor.

14
15 **4.6 TRANSPORTATION TO DESIGNATED DISPOSAL LOCATION OR**
16 **PROCESSING SITES**

17 Contractor shall Transport all Solid Waste Collected under this Agreement to the Designated
18 Disposal Site, and shall Transport all Recyclable Materials and Organic Materials Collected
19 under this Agreement to the Processing Sites selected by Contractor and approved by the City.
20 Contractor shall maintain accurate records of the quantities of Solid Waste, Recyclable Materials
21 and Organic Materials Transported to the Designated Disposal Location or Processing Sites and
22 shall cooperate with City in any audits or investigations of such quantities.

23
24 Contractor shall cooperate with the operator of the Designated Disposal Location or Processing
25 Sites with regard to operations therein, including, for example, complying with directions from
26 the operator to unload Collection vehicles in designated areas, accommodating to maintenance
27 operations and construction of new facilities, cooperating with its Hazardous Waste Exclusion
28 Program, and so forth.

29
30 If City approves a Designated Disposal Location other than that specified on the Effective Date
31 or during the term, then Contractor's Compensation shall be adjusted in accordance with Section
32 8.9. For the purposes of adjusting costs related to Collection vehicles driving to and from the
33 Designated Disposal Location, the incremental change in mileage between the Designated
34 Disposal Locations shall be measured from the City's geographic centroid at Grand Street and
35 Encinal Avenue.

36
37 **4.7 PROCESSING AND MARKETING**

38
39 **A. Processing.** Contractor agrees to deliver to Processing Site(s) all Source Separated
40 Recyclable Materials and Organic Materials that Generators separate from Solid Waste
41 and place in Containers for Collection. The Processing Site(s) handling the Organic
42 Materials shall compost the Organic Materials unless designated differently by the City.

43
44 Contractor shall select and use Processing Site(s) for Recyclable Materials and Organic
45 Materials that shall be approved by the City. Contractor shall be responsible for securing
46 Processing capacity at one or more Processing Sites to Process Recyclable Material and
47 Organic Materials Collected under this Agreement, and shall provide the City, upon
48 request, with documentation demonstrating availability of sufficient Processing capacity

1 at Processing sites approved by the City. All costs associated with Transporting
2 Recyclable Materials and Organic Materials to the Processing Site(s) as well as any
3 Processing costs shall be paid by Contractor. Contractor shall use the San Leandro
4 Disposal Company Inc. facility at 610 Alladin in San Leandro to Process Recyclable
5 Materials, and the Browning-Ferris Industries' Newby Island composting facility at 1601
6 Dixon Landing Road in Milpitas for the Processing of Organic Materials. In the event
7 Contractor elects, in its sole discretion, to use alternative Processing Sites, the Contractor
8 shall secure approval from the City prior to use of alternative Processing Sites and shall
9 be responsible for paying any increased Transportation and Processing costs associated
10 with the use of such Processing Site(s), which costs shall not be reimbursable under this
11 Agreement.

12
13 Contractor shall ensure that the terms of all existing permits and approvals from
14 governmental authorities necessary for use of the Processing Site(s) used by the
15 Contractor for Processing Recyclable Materials or Organic Materials Collected pursuant
16 to this Agreement are kept in full regulatory compliance. Contractor shall verify
17 Processing Site(s)'s full regulatory compliance for facilities that are not operated by
18 Contractor by contacting the local enforcement agency (LEA) or through other means,
19 and, upon request, shall provide copies of notices of violation or permits to the City.

20
21 The City reserves the right to direct Recyclable Material and Organic Materials Collected
22 under this Agreement to a Processing Site selected by the City and shall provide
23 Contractor six (6) months written notice identifying the new Processing Site and the date
24 Contractor shall commence use of such site. The Contractor shall ensure that the new
25 Processing Site receives Recyclable Materials or Organic Materials Collected under the
26 Agreement within ninety (90) calendar days of such designation by the City. In the event
27 the City directs Contractor to use a particular Processing Site, Contractor's Compensation
28 shall be adjusted for differences in Transportation and Processing costs in accordance
29 with Section 8.9.

30
31 **B. Transfer.** In the event Contractor plans to Collect Recyclable Materials and Organic
32 Materials and Transport such materials to a transfer station or Contractor facility where
33 the materials will be transferred (unloaded from Collection vehicles and loaded into
34 large-capacity vehicles) into different hauling vehicles and Transported to the Processing
35 Site(s), or if Contractor plans to Transport Collection materials to Processing Site(s)
36 using a hauling arrangement in which two (2) Collection trailers are pulled in tandem by
37 one (1) truck, and the Contractor is unable to perform the transfer function or tandem-
38 hauling arrangement for any reason, Contractor shall be fully responsible for making
39 other arrangements for Transportation of the Recyclable Materials and Organic Materials
40 to the Processing Site(s) and Contractor shall not be compensated for any additional costs
41 incurred to transfer and/or Transport of such materials. The City shall review and
42 approve the transfer site(s) selected by Contractor.

43
44 **C. Marketing.** The Contractor shall be responsible for marketing products produced from
45 Recyclable Materials and Organic Materials Collected in the City including materials
46 Collected through the Residential clean-up events. With respect to Organic Materials,
47 Contractor shall make end products (compost or mulch) or develop end uses for materials
48 that maximize diversion credits according to the regulations established by the California

1 Integrated Waste Management Board. Contractor shall not use Organic Materials for the
2 purposes of alternative daily cover (ADC) or for transformation fuel, unless prior written
3 approval is obtained from the City. Contractor shall sell Recyclable Materials and
4 Organic Materials Collected pursuant to this Agreement at not less than fair market value.
5 Recyclable Materials and Organic Materials may not be Disposed of at a Disposal Site,
6 transfer station, or any other location in lieu of Recycling or composting the material
7 without the expressed written approval of the City.
8

9 Contractor shall prepare, submit to the City for approval, and maintain a marketing plan
10 for all Recyclable Materials and Organic Materials Collected by Contractor under this
11 Agreement. The approved marketing plan shall be in place on or before the
12 Commencement Date of this Agreement. The marketing plan shall fully describe the
13 Contractor's marketing methods and approach, targeted primary and contingent markets,
14 pricing policy and assumed salvage value for each Collected type of Recyclable Material
15 and Organic Material products, and contingency plans in the event of severe market
16 conditions.
17

18 Contractor shall provide proof to the City that all Recyclable Materials and Organic
19 Materials Collected are marketed for Recycling, composting, mulch production, or reuse
20 in such a manner that materials shall be considered as diverted in accordance with the
21 State regulations established by the Act. All residual material from the Processing
22 activities that is not marketed for use shall be accounted for as Disposal Tonnage at a
23 permitted Disposal Site. No Recycling Material or Organic Material shall be transported
24 to a domestic or foreign location if Solid Waste Disposal of such material is its intended
25 use.
26

27 Contractor shall provide City with a list of broker/buyers it uses each quarter as required
28 in Section 6.5.B.7. City reserves the right to audit one broker or buyer per month to
29 confirm that materials are being Recycled. If Contractor becomes aware that a broker or
30 buyer has illegally handled or dumped material generated by the City or elsewhere,
31 Contractor shall immediately inform the City and terminate its contract or working
32 relationship with such party immediately.
33

34 **D. Compost Give-Back.** Contractor shall make up to ten percent (10%) of the compost
35 product (based on the volume of Organics Materials Collected) available to City residents
36 and shall distribute such material in bags (no larger than twenty-five (25) pound) to
37 residents at no cost at the City's Earth Day event and through other means. Bags shall be
38 furnished with a label that states the origin of the compost product and includes a
39 description of the mineral and chemical analysis of the product. The labels shall be
40 reviewed and approved by the City prior to distribution of the compost product.
41 Contractor shall be responsible for all aspects related to planning, managing, and staffing
42 of the compost give-back event. Residents shall be required to show proof of residency
43 (with picture identification) to receive the compost product. No later than ten (10)
44 Business Days following the Earth Day event or other compost give-back event, the
45 Contractor shall submit to the City a written report identifying the number of residents
46 that accepted materials; the number of bags given away; the total Tonnage of material
47 given away; a summary of feedback and suggestions provided by residents; and any

1 suggestions Contractor proposes for the following year's compost give-back event(s).
2 The cost of providing this mulch or compost shall be an allowed operating expense.
3

4 **4.8 DISPOSAL**

5 Contractor shall Dispose of all Solid Waste Collected under this Agreement at the Designated
6 Disposal Location approved by City. All costs associated with Transporting Solid Waste to the
7 Designated Disposal Location as well as Disposal costs shall be paid by Contractor and
8 Contractor shall receive compensation for estimated Disposal costs in accordance with Article 8.
9 The Disposal costs shall be established by the City through an agreement between the City and
10 the Designated Disposal Location contractor.
11

12 If during the Term of this Agreement Contractor expects to be prevented from delivering Solid
13 Waste to the Designated Disposal Location, it shall notify City immediately. Contractor shall
14 then identify alternative Disposal Sites and evaluate each. Such evaluation shall include the
15 Disposal fee, Transportation cost, permit status, any known permit enforcement proceedings and
16 any other criteria used by the Contractor in recommending alternative Disposal sites. Contractor
17 shall then present its recommendation and evaluation of alternatives described above to City.
18 City shall either approve the Contractor's recommended Disposal Sites or identify an alternative
19 Disposal Site. Contractor will thereafter Dispose of Solid Waste at the site approved by the City.
20

21 No Salvageable Materials collected under this Agreement shall be Disposed of at a Disposal Site
22 in lieu of diverting the material, without the expressed written approval of the City. If Contractor
23 believes that it cannot divert the Recyclable Material or Organic Materials from Disposal, then it
24 shall prepare a written request for approval to Dispose of such material. Such request shall
25 contain the basis for its belief, describe the Contractor's efforts to arrange for the diversion from
26 Disposal of such material, the period required for such Disposal, the incremental costs or cost
27 savings resulting from such Disposal, and any additional information supporting the Contractor's
28 request. The City shall consider and inform Contractor in writing of its decision within thirty
29 (30) calendar days. If the City approves such request, any difference in the cost of such Disposal
30 from its diversion shall be provided for in an adjustment to the City-established rate ceilings
31 policies as set forth in Section 5.2.A (either increasing or decreasing such rates).
32

33 The City reserves the right to specify a Designated Disposal Location other than that specified on
34 the Effective Date. If City exercises such right, City shall provide written notice to Contractor
35 six (6) months prior to effective date of the change in the Designated Disposal Location and
36 Contractor's Compensation shall be adjusted to reflect changes (either increasing or decreasing
37 to Contractor's Compensation) related to its Transportation and Disposal costs in accordance
38 with Sections 5.8 and 8.9.
39

40 **4.9 REMOVAL OF HAZARDOUS WASTE**

41 If Contractor determines that material placed in any Container for Collection is Hazardous
42 Waste, Designated Waste, or other material that may not legally be Disposed of at the
43 Designated Disposal Location or handled at the Processing Sites or presents a hazard to
44 Contractor's employees, the Contractor shall have the right to refuse to accept such material. The
45 Generator shall be contacted by the Contractor and requested to arrange proper Disposal. If the
46 Generator cannot be reached immediately, the Contractor shall, prior to leaving the Premises,
47 leave a tag at least two inches by six inches (2" x 6") in size which indicates the reason for
48 refusing to Collect the material and lists the phone number for the Alameda County Household

1 Hazardous Waste program. If the material could possibly result in imminent danger to people or
2 property, the Contractor shall notify immediately the City's Fire Department using the 911
3 emergency number. The Contractor shall notify the City of any Hazardous Waste identified in
4 Containers or left at any Premises within twenty-four (24) hours of identification of such
5 material.

6
7 In the event the unacceptable material is delivered to the Designated Disposal Location or
8 Processing Site by Contractor before its presence is detected and the Generator cannot be
9 identified or fails to remove the material after being requested to do so, the Contractor shall
10 arrange for its proper Disposal. The Contractor shall make a good faith effort to recover the cost
11 of Disposal from the Generator, and the cost of this effort, as well as the cost of Disposal shall be
12 chargeable to the Generator. The Contractor shall be entitled to include the costs incurred under
13 this Section as an operating expense for purposes of compensation under Article 8 and shall
14 include all sums recovered by it from Generators as "Other Income".

15
16 Contractor shall accept household batteries (including AAA, AA, C, D, and 9V batteries)
17 delivered to Contractor's business office and Collected during on-call and scheduled clean-up
18 events as per Sections 4.4.3.B and 4.4.4.C and properly Dispose of or Recycle the batteries.

19 20 **4.10 COLLECTION STANDARDS**

21 22 **4.10.1 Instructions to Customer**

23 Contractor shall instruct Customers as to any preparation of Solid Waste, Recyclable Materials
24 or Organic Materials and the proper placement of Containers. In the event Customers are not
25 adhering to Contractor's instructions, Contractor shall notify Customers who fail to follow such
26 instructions. In cases of extreme or repeated failure to comply with the instructions, Contractor
27 may decline to pick-up the Solid Waste, Recyclable Materials or Organic Materials provided that
28 Contractor notifies such Customer of the reason for non-Collection and the steps Customer must
29 take to recommence Collection service by leaving a tag at least two inches by six inches (2" x 6")
30 in size on the Container indicating the reason for refusing to Collect the material and identifying
31 the steps Generator must take to recommence Collection service. In the event, Recyclable
32 Materials or Organic Materials set out for Collection contain ten percent (10%) or one percent
33 (1%) respectively by volume or greater of Solid Waste to be Collected under this Agreement,
34 Contractor shall refuse Collection after reasonable warning to Customer. Contractor shall report
35 to the City any warning notices issued to Customers within twenty-four (24) hours of issuance,
36 and may terminate Recyclable Materials and Organic Materials Collection service after ten (10)
37 Business Days unless instructed by the City.

38 39 **4.10.2 Care of Private Property**

40 Contractor shall use due care when handling Solid Waste, Recyclable Materials and Organic
41 Materials Containers. Containers shall not be thrown from trucks, roughly handled, damaged or
42 broken. Containers shall be returned to the Collection point upright, with lids properly secured.
43 The City may levy fines for repeat occurrences of Container misplacement in accordance with
44 Section 11.5 of this Agreement.

45
46 Contractor shall ensure that its employees close all gates opened by them in making Collections,
47 unless otherwise directed by the Generator, and avoid crossing landscaped areas and climbing or
48 jumping over hedges and fences for any backyard/side-yard Collection service provided to the