

1 Customers. In the event of repeat occurrences of property damage, the Contractor shall pay
2 Liquidated Damages in accordance with Section 11.5.

3
4 City shall refer Complaints about damage to private property to Contractor. Contractor shall
5 repair all damage to private property caused by its employees.
6

7 **4.10.3 Litter Abatement**

8
9 **A. Minimization of Spills.** Contractor shall use due care to prevent Solid Waste,
10 Recyclable Materials and Organic Materials from being spilled or scattered during the
11 Collection or Transportation process. If any Solid Waste, Recyclable Materials or
12 Organic Materials are spilled during Collection, the Contractor shall promptly clean-up
13 all spilled materials.
14

15 Contractor shall not transfer loads from one vehicle to another on any public street,
16 unless it is necessary to do so because of mechanical failure; hot load (combustion of
17 material in the truck); accidental damage to a vehicle or unless otherwise approved by the
18 City.
19

20 **B. Clean-Up.** During Collection, the Contractor shall clean-up litter in the immediate
21 vicinity of any Solid Waste, Recyclable Materials or Organic Materials storage area
22 (including the areas where Carts, Bins, and Debris Boxes are delivered for Collection)
23 whether or not Contractor has caused the litter. Each Collection vehicle shall carry a
24 broom and shovel at all times for the purpose of clean-up of litter. Cat-litter or similar
25 absorbent material shall be used for liquid spill clean-ups. The Contractor shall discuss
26 instances of repeated spillage not caused by it directly with the Customer of the Premise
27 where spillage occurs and will report such instances to City. In situations where the
28 Contractor has attempted to have Customer stop creating spillage but without success, the
29 City will attempt to rectify such situations with the Customer.
30

31 **C. Covering of Loads.** Contractor shall cover all open Debris Boxes at the pickup location
32 prior to Transport to the Designated Disposal Location or Processing Site.
33

34 **4.10.4 Hours of Collection**

35 Collection of Solid Waste, Recyclable Materials and Organic Materials from a Residential
36 Premises or from commercial Premises that are two hundred (200) feet or less from Residential
37 Premises may occur only between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday.
38 In the event of an unforeseen circumstance, the Contractor may Collect Solid Waste, Recyclable
39 Materials and Organic Materials from Residential Premises or from commercial Premises that
40 are two hundred (200) feet or less from Residential Premises between the hours of 6:00 a.m. and
41 10:00 p.m., Monday through Friday upon approval from the City Manager. Collection of Solid
42 Waste from commercial Premises more than two hundred (200) feet from Residential Premises
43 may occur only between the hours of 5:30 a.m. and 10:00 p.m. The City Manager reserves the
44 right to require modifications to hours for Collection from commercial Premises to resolve noise
45 complaints, and, in such case, the City Manager may change the allowable Collection hours to
46 times from 7:00 a.m. to 10:00 p.m. Contractor will promptly resolve any Complaints of noise
47 during the morning or evening hours of the day to the satisfaction of the City.
48

1 **4.10.5 Noise**

2 All Collection operations shall be conducted as quietly as possible and shall conform to
3 applicable Federal, State, County and City noise level regulations, including the requirement of
4 Article II of the City's Municipal Code. In the event of repeat occurrences of noise levels in
5 excess of seventy-five (75) db(A), the Contractor shall pay Liquidated Damages in accordance
6 with Section 11.5.
7

8 **4.10.6 Holiday Collection Schedule**

9 During the week of a Holiday, Collection may not occur on the Holiday but may occur on the
10 day following the Holiday, except when the Holiday falls on a Saturday or Sunday. The
11 Contractor shall provide at least a two (2) week advance notice (but in no case more than a three
12 (3) week advance notice) to all Customers regarding the Holiday week schedule changes.
13

14 **4.10.7 Permanent Changes in Service Days**

15 The regularly scheduled day for Cart Collection may be changed with prior written approval
16 from the City and coordination with other Collection contractor. Once approved, any Customers
17 receiving Cart service shall be notified four (4) weeks prior to any schedule changes to Solid
18 Waste, Recyclable Materials, and Organic Materials services. Contractor shall not permit any
19 Customer to go more than seven (7) calendar days without service during a Collection schedule
20 change. Contractor shall notify Customers in writing of permanent changes in the service days at
21 least fourteen (14) days prior to the date of the effective change.
22

23 **4.10.8 Load Inspection Program**

24 Contractor shall develop and implement a public education program designed to educate
25 Generators regarding proper methods of handling and disposing of Hazardous Waste and a load
26 inspection program for Contractor's personnel to detect and discover Hazardous Waste placed by
27 Generator for Collection by Contractor. Collection vehicle drivers shall be trained by Contractor
28 to inspect Containers prior to Collection when practical. The load inspection program shall
29 include the following components:
30

- 31 A. Personnel and training
- 32
- 33 B. Load checking activities
- 34
- 35 C. Management of wastes
- 36
- 37 D. Record keeping and emergency procedures.
38

39 Contractor's load checking personnel shall be trained in (1) the effects of Hazardous Substances
40 on human health and the environment; (2) identification of prohibited materials; and (3)
41 emergency notification and response procedures. In the event a Collection vehicle driver finds
42 Hazardous Waste at the point of Collection and such waste is in an uncovered or leaking
43 Container that would be unsafe to leave, the Hazardous Waste shall be left in the Collection
44 Container and Contractor's environmental technician shall be notified to handle the issue with
45 the Generator. Environmental technicians shall help guide the Generator to safely containerizing
46 the Hazardous Waste and shall explain the Generator's options for proper disposition of such
47 material. Under no circumstances shall Contractor's employees knowingly Collect Hazardous
48 Waste or remove unsafe or poorly Containerized Hazardous Waste from a Collection Container.

1 In the event an extremely Hazardous Waste is found in a Collection Container or Collection area,
2 such as an explosive or large quantity of concentrated corrosive material, Contractor shall
3 immediately notify the Alameda County public health department.
4

5 If materials Collected by Contractor are delivered to a facility owned by Contractor for purposes
6 of transfer, Processing, or Disposal, load checkers and equipment operators at such facility shall
7 conduct inspections in areas where Collection vehicles unload Solid Waste, Recyclable
8 Materials, or Organic Materials to identify Hazardous Wastes. Facility personnel shall remove
9 these materials for storage in an on-site hazardous materials storage Container(s). Contractor
10 shall make reasonable efforts to identify and notify the Generator. Contractor shall arrange for
11 removal of the Hazardous Wastes by permitted haulers in accordance with applicable laws and
12 regulatory requirements.
13

14 Contractor shall comply with emergency notification procedures required by applicable laws and
15 regulatory requirements. All records required by regulations shall be maintained at the
16 Contractor's facility. These records shall include: waste manifests, waste inventories, waste
17 characterization records, inspection records, incident reports, and training records.
18

19 **4.10.9 Materials to be Weighed Separately**

20 Solid Waste, Recyclable Materials, and Organic Materials Collected in the City shall not be
21 commingled with materials collected from any other jurisdiction prior to such material being
22 accurately weighed and allocated to the City's Collection program by appropriate records.
23

24 **4.10.10 Extra Services**

25 Contractor, at the request of Multi-Family and Commercial Business Customers, shall provide
26 special Collection services including accessing locked Containers or enclosures with a key or
27 pulling or pushing Containers to the Collection vehicle at no additional compensation to the
28 Contractor. The Contractor may charge Customers for these extra services at rates which
29 comply with City-established policies and do not exceed the rate ceilings in Exhibit C set by the
30 City approved by the City in writing.
31

32 **4.11 VEHICLES**

34 **4.11.1 General**

35 Contractor shall provide a fleet of Collection vehicles sufficient in number and capacity to
36 efficiently perform the work required by the Agreement in strict accordance with its terms.
37 Contractor shall have available sufficient back-up vehicles for each type of Collection vehicle
38 used (e.g., side loader, front loader, and roll-off vehicles) to respond to Complaints and
39 emergencies. The average age of each Solid Waste, Recyclable Materials and Organic Materials
40 Collection regular route vehicle (excluding clean-up route vehicles) shall be no more than five
41 (5) years during its use under this Agreement provided that in no case shall any route Collection
42 vehicle be older than ten (10) years at any point during the Term of the Agreement. For
43 example, a new vehicle may be put in to service on the Commencement Date of the Agreement
44 and used through the ten (10) year Term and shall meet the City's intent as the average age of
45 such equipment would be five (5) years over the 10-year Term. Another alternative would be to
46 place a two (2) year old Collection vehicle in service on the Commencement Date and use the
47 vehicle for eight (8) years after which time it would be replaced with a new vehicle or "younger"

1 vehicle and thus fulfill the requirement because the average age of the first vehicle would be five
2 (5) years during its use under the Agreement.

3
4 In the event, Contractor's Proposal states that new Collection vehicles shall be acquired to
5 Collect Solid Waste, Recyclable Materials, and Organic Materials under this Agreement,
6 Contractor shall be required to acquire new vehicles and such vehicles shall be used to serve the
7 City for the period beginning no later than seven (7) months after the Commencement Date of
8 this Agreement through the expiration of the Term unless Contractor obtains written approval
9 from the City to replace one or more of the Collection vehicles. Vehicles shall be owned or
10 leased by Contractor.

11
12 Contractor shall confer with the City prior to purchasing any new Collection vehicles during the
13 Term including extensions as described in Section 3.4. The specifications for all vehicles
14 (including, but not limited to, those described in Section 4.11.2) shall be submitted to the City for
15 approval prior to acquisition.

16 17 **4.11.2 Specifications**

18 All vehicles used by Contractor in providing Collection services shall be registered with the
19 California Department of Motor Vehicles. All such vehicles shall have watertight bodies
20 designed to prevent leakage, spillage or overflow. All such vehicles shall comply with
21 California Environmental Protection Agency (EPA) noise emission regulations and other appli-
22 cable noise control regulations.

23
24 On the Commencement Date of this Agreement, at a minimum, fifty percent (50%) of the Solid
25 Waste Collection vehicles and fifty percent (50%) of the Recyclable Materials and Organic
26 Materials Collection vehicles used regularly on Collection routes by Contractor shall be Clean
27 Alternative Fuel Vehicles. The Contractor and City shall evaluate the Clean Alternative Fuel
28 Vehicle program on an annual basis and if the City believes the feasibility of expanding the use
29 of the Clean Alternative Fuel Vehicles is feasible and economically practical, the City shall
30 require Contractor to use more Clean Alternative Fuel Vehicles for vehicles used regularly on
31 Collection routes. In the event the City exercises this right, the change shall be accomplished in
32 accordance with Section 5.8.

33 34 **4.11.3 Vehicle Identification**

35 Contractor's name, local telephone number, and a unique vehicle identification number for each
36 vehicle shall be prominently displayed on all vehicles, in letters and numbers approximately two
37 and one-half (2 1/2) inches high. Contractor shall not place the City's logo on its vehicles.
38 Contractor shall not use vehicles identified for use in the City in any other jurisdiction without
39 prior approval from the City.

40 41 **4.11.4 Inventory**

42 Contractor shall furnish sufficient equipment to provide all service required under this
43 Agreement. Contractor shall furnish the City a written inventory of all vehicles, including
44 Collection vehicles, used in providing service, and shall update the inventory report annually.
45 The inventory shall list all vehicles by manufacturer, ID number, date of acquisition, type,
46 capacity and decibel rating.

1 **4.11.5 Cleaning and Maintenance**

- 2
- 3 A. **General.** Contractor shall maintain all of its properties, facilities, and equipment used in
4 providing service under this Agreement in a safe, neat, clean and operable condition at all
5 times.
- 6
- 7 B. **Cleaning.** Vehicles used in the Collection of Solid Waste, Recyclable Materials and
8 Organic Materials shall be thoroughly washed and thoroughly steam cleaned on a
9 minimum of one (1) time per week or more frequently if necessary so as to present a
10 clean appearance of the exterior and interior compartment of the vehicle. City may
11 inspect vehicles at any time to determine compliance with sanitation requirements.
12 Contractor shall make vehicles available to the Alameda County Health Department for
13 inspection, at any frequency it requests.
- 14
- 15 C. **Maintenance.** Contractor shall inspect each vehicle daily to ensure that all equipment is
16 operating properly. Vehicles that are not operating properly shall be taken out of service
17 until they are repaired and operate properly. Contractor shall perform all scheduled
18 maintenance functions in accordance with the manufacturer's specifications and schedule
19 or in accordance with California Highway Patrol standards whichever are more stringent.
20 All vehicles shall be painted in a uniform manner that does not create a resemblance
21 between Contractor's vehicles and City utility vehicles. Contractor shall keep accurate
22 records of all vehicle maintenance, recorded according to date and mileage, and shall
23 make such records available to the City upon request to the extent necessary to perform
24 the inspections described in Sections 5.9 and 6.7.
- 25
- 26 D. **Repairs.** Contractor shall repair, or arrange for the repair of, all of its vehicles and
27 equipment for which repairs are needed because of accident, breakdown or any other
28 cause so as to maintain all equipment in a safe and operable condition. If an item of
29 repair is covered by a warranty, Contractor shall obtain warranty performance.
30 Contractor shall maintain accurate records of repair, which shall include the date/mileage,
31 nature of repair and the signature of a maintenance supervisor that the repair has been
32 properly performed.
- 33
- 34 E. **Storage.** Contractor shall arrange to store all vehicles and other equipment in safe and
35 secure location(s) in accordance with City's applicable zoning regulations.
- 36

37 **4.11.6 Operation**

38 Vehicles shall be operated in compliance with the California Vehicle Code, and all applicable
39 safety and local ordinances. Contractor shall not load vehicles in excess of the manufacturer's
40 recommendations or limitations imposed by State, local, or private property weight restrictions
41 for vehicles and roads. Contractor shall work cooperatively with Designated Disposal Location
42 contractor to have each Collection vehicle, which delivers Solid Waste to the Designated
43 Disposal Location, weighed at the Designated Disposal Location to determine the unloaded
44 weight ("tare weight") of the vehicle.

45

1 **4.11.7 City Signs on Vehicles**

2 Contractor shall allow the City to periodically attach magnetic signs to the Vehicles that promote
3 events or programs or convey City announcements. Contractor shall provide personnel that will
4 attach and remove the Vehicles signs when requested by the City.
5

6 **4.12 CONTAINERS**

7
8 **A. General.** All Carts, Bins and Debris Boxes shall be provided by Contractor to all
9 Customers as part of services provided by Contractor with the exception of ten (10)
10 gallon Cans for Residential Solid Waste Collection that shall be provided by the City
11 after review and approval of applications submitted by Owners of Single-Family and
12 Multi-Plex Premises requesting permission for such service level. Contractor shall
13 provide Containers for storage and Collection of Solid Waste, Recyclable Materials, and
14 Organic Materials which shall be designed and constructed to be watertight and prevent
15 the leakage of liquids. All Containers with a capacity of one (1) cubic yard or more shall
16 meet applicable federal regulations for Bin safety and be covered with attached lids. All
17 Carts shall be equipment with wheels and attached lids. The useful life of Carts, Bins,
18 and Debris Boxes provided to Customers shall be equal to or longer than the Term of the
19 Agreement. All Containers, except Carts, shall be painted the Contractor's standard
20 color. All Containers shall prominently display the name and telephone number of the
21 Contractor.
22

23 As of the Commencement Date of this Agreement, the City shall transfer ownership of
24 the Recyclable Materials and Organic Materials Collection Containers in use by
25 Residential Premises. Contractor may elect to continue use of such Containers or to
26 provide new Containers subject to the City's approval. In the event Contractor provides
27 new Containers, it shall be Contractor's responsibility to remove Containers from
28 Residential Premises and Recycle such Containers in a manner approved by the City.
29 The color of all new Carts shall be approved by the City prior to Contractor's purchase of
30 such Carts.
31

32 **B. Cleaning, Painting, Maintenance.** All Containers shall be maintained in a functional
33 condition. Contractor shall steam clean and repaint all Containers, except Cans and
34 Carts, as needed so as to present a clean appearance. At the City's request, Contractor
35 shall provide City with a list of Containers and the date each Container was painted and
36 maintained. Customers using Cans or Carts shall be responsible for cleaning such Cans
37 or Carts. If any Container is impacted by graffiti, Contractor shall remedy the situation
38 within twenty-four (24) hours.
39

40 **C. Repair and Replacement.** Contractor shall repair or replace all Containers damaged by
41 Collection operations within a one (1) week period. If the repair or replacement cannot
42 be completed within in a week the Contractor shall notify Customer and a larger
43 Container shall be made available until the proper Container can be replaced.
44

45 Contractor shall replace Carts that have been stolen or damaged at no cost to the recipient
46 not more than once per year. Contractor shall allow Customer to exchange Containers
47 for a Container of a different size at no cost once per year. Contractor shall charge
48 Customers for additional Cart replacements at rates which comply with City-established

1 policies and do not exceed the rate ceilings in Exhibit C set by the City approved by the
2 City in writing.
3

4 Contractor shall replace one (1) gallon Food Waste containers provided to Single-Family
5 Premises and each Multi-Plex Residential unit upon request by the Customer. If the one
6 (1) gallon Food Waste container is replaced because the Customer's container has been
7 lost or stolen, Contractor shall charge Customers for the replacement at rates which
8 comply with City-established policies and do not exceed the rate ceilings in Exhibit C set
9 by the City approved by the City in writing.
10

11 **D. City's Rights to Containers.** Upon expiration or early termination of this Agreement,
12 all Carts, Bins, Compactors and Debris Boxes (for permanent Customers) acquired by or
13 leased by Contractor and put into service at Customer's Premises before the first (1st)
14 anniversary of the Commencement Date shall become property of the City. All Carts,
15 Bins, Containers, and Debris Boxes (for permanent Customers) purchased or leased and
16 put into service at Customers' Premises on or after the first (1st) anniversary of the
17 Commencement Date that have not been fully depreciated shall be available to the City,
18 at the City's option, at a cost reflecting the net book value. Contractor and City shall
19 agree on the depreciation method and period of depreciation to be used for Carts, Bins
20 and Debris Boxes (for permanent Customers) purchased or leased and put into service on
21 or after the first (1st) anniversary of the Commencement Date and such agreement shall
22 occur on or before the date new Containers are purchased or leased.
23

24 At its sole discretion, the City may elect not to exercise its rights with regards to this
25 Section and, in such case, the Containers shall become the property of the Contractor
26 upon the expiration date of this Agreement or date of its earlier termination of this
27 Agreement. Contractor shall be responsible for removing all Containers in service from
28 Premises and reusing or Recycling such Containers.
29

30 **4.13 PERSONNEL**

31
32 **A. General.** Contractor shall furnish such qualified drivers, mechanical, supervisory,
33 Customer service, clerical and other personnel as may be necessary to provide the
34 services required by this Agreement in a safe and efficient manner and shall provide, at a
35 minimum, the number and type of personnel listed in Section A of Exhibit J. Contractor
36 shall defend, hold harmless, and indemnify City, the Alameda Reuse and Redevelopment
37 Authority, the City's and Alameda Reuse and Redevelopment Authority's boards and
38 commissions, officers, and employees for all loss, damages, liability, claims, suits, costs
39 or expenses whatsoever, including reasonable attorneys' fees, regardless of the merits or
40 outcome of any such claim or suit arising from or in any manner related to the City's
41 request to remove any employee pursuant to this Section.
42

43 **B. Approval of Management.** Contractor recognizes the importance of establishing a
44 successful relationship between its management and City staff. Therefore, the Contractor
45 will allow the City the right to approve the selection of the Contractor's general manager,
46 Customer service manager and operations manager, provided that the City's approval is
47 not unreasonably withheld. The City shall have the right to request the Contractor to
48 replace its general manager, Customer service manager and/or operations manager, in the

1 event Liquidated Damages levied for events listed in Exhibit D, with the exception of
2 damages levied for Collection reliability and Collection quality events items 2, 4, and 10
3 of Exhibit D, in any three (3) month period exceed two thousand (\$2,000) or in the event
4 Liquidated Damages levied for Collection reliability and Collection quality events items
5 2, 4, and 10 of Exhibit D in any three (3) month period exceed forty-five thousand dollars
6 (\$45,000). If replacement of the general manager, Customer service manager and/or
7 operations manager is requested by the City, the Contractor shall have ninety (90)
8 calendar days to replace the manager and shall seek the City's approval of the
9 replacement manager prior to hiring such person.

10
11 **C. Provision of Field Supervision.** Contractor shall designate at least one qualified
12 employee as supervisor of field operations. The field supervisor will devote at least fifty
13 percent (50%) of his or her time in the field checking on Collection operations, including
14 responding to Complaints.

15
16 **D. Driver Qualifications.** All drivers shall be trained and qualified in the operation of
17 Collection vehicles and must have in effect a valid license, of the appropriate class,
18 issued by the California Department of Motor Vehicles. Contractor shall use California
19 Department of Motor Vehicles employer pull notice program to monitor their drivers for
20 safety.

21
22 **E. Customer Service Representative Training.** Customer service representatives shall be
23 trained on specific City service requirements, a minimum of once per quarter. A City
24 information sheet shall be provided to each Customer service representative for easy
25 reference of City requirements and general Customer needs. Information sheet, training
26 agenda, and associated documentation shall be forwarded to the City each quarter after
27 the training.

28
29 **F. Safety Training.** Contractor shall provide suitable operational and safety training for all
30 of its employees who utilize or operate vehicles or equipment for Collection of Solid
31 Waste, Recyclable Materials, or Organic Materials or who are otherwise directly
32 involved in such Collection. Contractor shall train its employees involved in Collection
33 to identify, and not to collect, Hazardous Waste or Infectious Waste.

34
35 **G. No Gratuities.** Contractor shall not permit its employees to demand or solicit, directly or
36 indirectly, any additional compensation or gratuity from members of the public for the
37 Collection of Solid Waste, Recyclable Materials and Organic Materials under this
38 Agreement.

39
40 **H. Employee Conduct and Courtesy.** Contractor shall use its best efforts to assure that all
41 employees present a neat appearance and conduct themselves in a courteous manner.
42 Contractor shall regularly train its employees in Customer courtesy, shall prohibit the use
43 of loud or profane language, and shall instruct Collection employees to perform the work
44 as quietly as possible. If any employee is found not to be courteous or not to be
45 performing services in the manner required by this Agreement, Contractor shall take all
46 appropriate corrective measures. The City reserves the right to require Contractor to
47 disallow an employee to perform any services required under this Agreement in the event
48 the employee has conducting himself or herself improperly.

- 1
2 **I. Uniforms.** At all times while engaged in the work, all employees of the Contractor
3 performing field service under this Agreement shall be dressed in clean uniforms and
4 shall wear badges that include the employee's name or employee number, and
5 Contractor's name, as approved by the City. No portion of this uniform may be removed
6 while working.
7
8

9
10 **ARTICLE 5.**
11 **OTHER SERVICES**
12

13 **5.1 PUBLIC EDUCATION**
14

- 15 **A. General.** Contractor's public education program shall focus on providing information to
16 Residential and Commercial Business Customers in accordance with the specific
17 requirements described in Exhibit F. Educational media shall include, but not be limited,
18 to newsletters, flyers, door hangers, notification tags, and direct contact. Information
19 shall be provided for initial start of service, to solicit feedback about the service and
20 suggested improvement/change, and to educate Customers about source reduction, reuse,
21 and Recycling opportunities. Materials shall be printed on paper containing the highest
22 levels of recycled content material as is reasonably practical with a minimum requirement
23 of thirty percent (30%) post consumer content based on federal standards.
24

25 During the Term of the Agreement, the Contractor shall employ one (1) half-time public
26 education coordinator and one (1) half-time community relations manager.
27

28 In the event Contractor fails to perform some or all of the requirements of the public
29 education program described in this Section and in Exhibit F, the Contractor shall pay the
30 City Liquidated Damages as described in Section 11.5.
31

32 The City reserves the right to review and approve all public education materials prior to
33 Contractor's distribution of such materials.
34

- 35 **B. Organic Materials.** Contractor shall prepare a description of how to prepare Organic
36 Materials for Collection. Contractor shall instruct Customers as to any necessary
37 preparation of Organic Materials, such as the cutting of items, placement of materials
38 outside a Container (provided such material is bundled in lengths less than six (6) feet
39 and bundles that weigh less than thirty (30) pounds), and the appropriate use and
40 placement of Organic Materials Containers.
41

- 42 **C. Recyclable Material Specifications.** Contractor shall prepare a description of how to
43 prepare Recyclable Material for Collection. Contractor shall inform residents as to the
44 acceptable materials that can be included in the Recyclable Materials Containers and any
45 common contaminants to be excluded from Collection.
46

- 47 **D. Holiday Tree Collection.** Contractor shall prepare a description of the dates, time, and
48 places of all holiday tree Collections.

1
2 **E. Clean-up Events.** Contractor shall prepare a description of the Single-Family and Multi-
3 Plex Customers clean-up events available two (2) times per year at no charge to each
4 such Customer. Contractor shall also notify or advertise in writing clean-up events for
5 Marina Customers and Multi-Family Customers and Marina and Multi-Family residents
6 the dates, time, and places of the Marina and Multi-Family clean-up events. Public
7 education materials for the clean-up events shall include preparation, printing, and
8 mailing of a flyer announcing and describing the services and advertising in the local
9 newspaper.

10 **5.2 BILLING**

11 **A. General.** The City shall establish the maximum rates and fees that Contractor may
12 charge Customers for Solid Waste, Recyclable Materials, and Organic Materials
13 Collection services. Contractor shall bill all Customers and collect Billings in accordance
14 with City-established policies and at rates that do not exceed the rate ceilings in Exhibit C
15 set by the City.
16
17
18

19 The Contractor shall prepare, mail and collect bills (or shall issue written receipts for
20 cash payments) for Collection services provided by Contractor under this Agreement.
21 Bills for Residential service shall be mailed to Customers quarterly in advance of the
22 provision of service. Bills for commercial service (except temporary Debris Box
23 services) shall be mailed to Customers monthly in advance of the provision of service.
24 Contractor shall bill Debris Box Customers within one (1) month of providing services to
25 such Customer actual Disposal cost for materials Collected. The City shall have the right
26 to review and approve of the Billing format and may require each Bill to separately
27 itemize certain charges. The Coast Guard may require Contractor to provide Bills in a
28 format tailored to their needs and Contractor shall work cooperatively to develop a Bill
29 format that is acceptable to the Coast Guard.
30

31 Contractor shall make arrangements to allow its Customers to pay bills through the
32 following means: check, cash, credit card, internet payment service, or automatic
33 withdrawal from banking account. In addition, Contractor shall provide at least one (1)
34 drop-off location in the City where Customers may deposit their payments and shall
35 permit Customers to deposit their payments at the City's existing bill payment drop boxes
36 and Alameda Power and Telecom bill payment drop boxes and locations. The City will
37 forward any bills received at the City drop boxes and at Alameda Power and Telecom
38 drop boxes and locations.
39

40 Contractor shall maintain copies of all Billings and receipts, each in chronological order,
41 and collection records for five (5) years for inspection and verification by City at any
42 reasonable time upon request. The Contractor may, at its option, maintain those records
43 in computer form, on microfiche, or in any other manner, provided that the records can be
44 preserved and retrieved for inspection and verification in a timely manner.
45

46 Contractor shall be responsible for collection of payment from Customers with past due
47 accounts ("bad debt") for a period of one (1) year from the invoice date. Contractor shall
48 make reasonable efforts to obtain payment from delinquent accounts through issuance of

1 late payment notices, telephone requests for payments, and assistance from collection
2 agencies. In the event Contractor's efforts for a one (1) year period to collect monies due
3 from a Customer fail and Contractor can demonstrates to the City that Contractor
4 attempted on at least four (4) documented occasions to solicit monies due from each
5 delinquent account, then Contractor shall provide the City with the name and address of
6 each delinquent account and amount due, and the City take responsibility for recovering
7 bad debt. The City shall send a letter to each delinquent account requesting payment for
8 Collection services and stating that in the event payment is not promptly received the
9 City will put a lien on the property. If payment is not received, City shall initiate and
10 comply with the legal procedure to put a lien on the property. Within thirty (30) calendar
11 days of the City's receipt of payment for past due accounts, the City shall pay those sums
12 to Contractor less any monies Contractor would be obliged to pay to City hereunder had
13 those sums been received by Contractor in the first instance.

14
15 **B. Special Rate Programs.**

- 16
17 1. **Low Income Residents and Senior Residents.** Contractor shall administer the
18 special rate programs for Low Income Residents and Senior Residents. Contractor
19 shall determine that a Customer qualifies for the low-income or senior discount by
20 obtaining documentation that the Customer has met established criteria reasonably
21 satisfactory to the City and is consistent with the definition of Low Income Resident
22 or Senior Resident provided in Article 1. Contractor shall charge Low Income
23 Residents or Senior Residents rates that include a discount that complies with City-
24 established policies and do not exceed the rate ceilings in Exhibit C set by the City.
25
26 2. **Organic Materials Discount.** Commencing on the implementation date of Cart
27 Service Food Waste Collection, Contractor shall establish a special rate program for
28 Cart Service Customers that meet specific criteria for Organic Materials discounts.
29 Customers that qualify for the Organic Materials discount include: (i) a Residential
30 Premises that is "hardscaped," so that no vegetation acceptable for Organic Materials
31 Collection is Generated, or (ii) on-site composting is conducted on a Residential
32 Premises such that no Yard Waste is Generated for Organic Materials Collection.
33 Customers that meet one of these qualifications shall be required to subscribe to and
34 pay for a minimum level (i.e., thirty-two (32) gallons) of Organics Materials service
35 weekly. Contractor shall provide qualifying Customers Organic Materials discounts
36 that comply with City-established policies and do not exceed the rate ceilings in
37 Exhibit C set by the City.
38

39 Contractor shall be required to review all applications made by Customers to
40 determine conformance with criteria described above and shall grant Organic
41 Materials discounts if applicable. The review process of each application shall
42 include an inspection of the applicant's property, Solid Waste, Recyclable Materials,
43 and Organic Materials. These exemptions shall be effective for a period of one (1)
44 year from the date the application is approved unless service is stopped and new
45 service is started at the same address. The review process of each application shall
46 include an inspection of the applicant's property, Solid Waste, Recyclable Materials,
47 and Organic Materials and shall be completed with fifteen (15) working days within
48 receipt of application.

1
2 **C. Billing Inserts.** City may direct Contractor to insert mailers (which shall be a single
3 sheet of paper no larger than 8.5 inches by 11 inches) relating to service with the Billings.
4 The mailers shall be printed on double-sided, post consumer content paper and shall fit in
5 standard envelopes. Contractor also agrees to insert with the Billings, mailers describing
6 activities of the City government. City will provide not less than thirty (30) calendar
7 days notice to Contractor prior to the mailing date of any proposed mailing to permit
8 Contractor to make appropriate arrangements for inclusion of the City's materials. City
9 will provide Contractor the mailers at least fifteen (15) calendar days prior to the mailing
10 date. The cost of such inserts and any additional postage shall either be paid for by the
11 City or included in the costs upon which rates are based.
12

13 **D. Review of Billings.** Contractor shall contract with independent auditor to review its
14 Billings to Customers under Section 5.2.A. The purpose of the review is to determine
15 that the amount which the Contractor is Billing each Customer is correct in terms of the
16 level of service (i.e., frequency of Collection, size of Container, location of Container)
17 being provided to such Customer by Contractor and that all parties receiving service are
18 invoiced for service. Contractor shall review Customer accounts not less than every other
19 year, unless City directs Contractor to do otherwise. Contractor shall submit to City
20 every year, a written report of that review thirty (30) days after the end of each Rate
21 Period, commencing in 2003. The intent of this Section is for the City to receive reports
22 on an annual basis that will cover the entire list of Customers every year. The scope of
23 the review and the Contractor's workplan shall be submitted to the City for approval no
24 later than sixty (60) days prior to commencement of the Billing review process. The City
25 reserves the right to perform this review itself or through use of an agent.
26

27 **E. City Right to Bill.** The City reserves the right to perform all Billing functions described
28 in this Section. In the event the City exercises this right, the change shall be
29 accomplished in accordance with Section 5.8 and shall use the Residential and
30 Commercial Business unit costs for Billing services included in Contractor's Proposal as
31 a basis for determining any adjustment to Contractor's compensation.
32

33 **5.3 ADMINISTRATION OF EXEMPTION PROGRAMS**

34
35 **A. Yard Waste Service Exemptions.** The City's Municipal Code allows for Residential
36 and Commercial Business Customers that meet specific criteria to be exempt from the
37 requirement to subscribe and pay for Solid Waste, Recyclable Materials, and Organic
38 Materials Collection services. In addition to the provisions provided in the City's
39 Municipal Code, Contractor shall allow for exemptions from Yard Waste Collection
40 services if (i) a Residential Premises is "hardscaped," that is, has no vegetation
41 acceptable for Yard Waste Collection, (ii) on-site composting is conducted on a
42 Residential Premises such that no Yard Waste acceptable for Yard Waste Collection are
43 generated, or (3) Yard Waste is removed regularly from the Residential Premises by a
44 landscaping company that has a valid City business license. The Contractor shall provide
45 Yard Waste service exemptions from the Commencement Date of this Agreement until
46 the date Contractor implements Residential Organics Collection including Food Waste
47 Collection.
48

1 Contractor shall be required to review all applications made by Customers to determine
2 conformance with exemption provisions in the City's Municipal Code and shall grant
3 exemptions if applicable. The review process of each application shall include an
4 inspection of the applicant's property, Solid Waste, Recyclable Materials, and Organic
5 Materials. These exemptions shall be effective for a period of one (1) year from the date
6 the application is approved unless service is stopped and new service is started at the
7 same address or until Organic Materials Collection including Food Waste commences.
8 The review process of each application shall include an inspection of the applicant's
9 property, Solid Waste, Recyclable Materials, and Organic Materials and shall be
10 completed with fifteen (15) working days within receipt of application.
11

12 **B. Vacancy Exemptions.** The City's Municipal Code allows for Owners of Single-Family
13 and Multi-Plex Premises to receive temporary exemptions of the requirement to subscribe
14 to and pay for Solid Waste, Recyclable Materials, and Organic Materials Collection
15 services if the Owner can demonstrate that the Single-Family or Multi-Plex Premises is
16 vacant because such Premises is being remodeled, is condemned, or for other reasons
17 stated in the City's Municipal Code. Contractor shall be required to review all
18 applications made by Owners to determine conformance with vacancy exemption
19 provisions in the City's Municipal Code and shall grant exemptions if applicable.
20

21 **C. Service Location Exemptions.** The City's Municipal Code allows for Persons that have
22 a disability in compliance with the American Disabilities Act that are Occupants of
23 Single-Family Premises or Multi-Plex Premises to receive Collection services at a
24 location other than Curbside at no extra charge. Contractor shall be required to review all
25 applications made by Customers to determine conformance with the exemption
26 provisions in the City's Municipal Code and shall grant exemptions if applicable. With
27 regards to all requirements of this subsection, the Contractor shall make reasonable
28 accommodations with regards to Container and Collection requirements (e.g., with
29 regards to the Container size and type, placement of Containers for collection, etc.) for
30 any individual with a disability in compliance with the American Disabilities Act at no
31 additional cost to the Customer.
32

33 **5.4 CUSTOMER SERVICE**

34
35 **A. Office Location.** For purposes of carrying out its obligations under this Agreement,
36 Contractor shall maintain a business office in the City. The office shall be staffed with
37 two (2) or more full-time customer service representatives capable of accepting payments
38 from Customers, answering service questions, changing Customer service levels, and
39 resolving other customer service issues. If another office located outside of the City
40 assists with customer service issues related to this Agreement, Contractor must ensure
41 that telephone calls to it from locations within the City are billed as "local calls" by all
42 telephone companies.
43

44 **B. Office Hours.** Contractor's office shall be open to the public from 7 a.m. to 6 p.m.
45 Monday through Friday. The office may be closed on Saturdays, Sundays and Holidays.
46

47 **C. Availability of Representatives.** At a minimum, Contractor shall employ one (1) half-
48 time Customer service supervisor and two (2) full-time Customer service representatives

1 dedicated to serving the City and its Customers. A representative of the Contractor shall
2 be available from 7 a.m. to 6 p.m. Monday through Friday to communicate with the
3 public in person and by telephone. A message machine shall be available for Customers
4 to leave messages during non-business hours. Calls shall be returned within twenty-four
5 (24) hours of receipt with the exception of messages received on Friday, Saturday, or
6 Sunday which shall be returned no later than the following Monday by 6:00 p.m.
7 Contractor shall provide emergency notification procedures as described in bid proposal.
8

9 **D. Telephone.** Contractor shall maintain a telephone system in operation at its office from 7
10 a.m. to 6 p.m. Contractor shall install telephone equipment sufficient to handle the
11 volume of calls typically experienced on the busiest days and such telephone equipment
12 shall be capable of recording the responsiveness to call. If Persons are unable with
13 reasonable effort to reach Contractor's office by phone, or are subject to waiting time "on
14 hold" of more than two (2) minutes prior to reaching a Customer service representative,
15 City may require that Contractor install additional telephone lines or hire additional
16 Customer service representatives. Penalties may be levied for repetitive Complaints
17 regarding waiting time longer than two (2) minutes in accordance with Section 11.5.
18

19 **E. Web Site.** Contractor shall develop and maintain a web site describing services provided
20 in the City. The site shall include answers to frequently asked questions, service rates,
21 Recyclable Materials and Organic Materials specifications, service schedule and map,
22 and other related topics. The site shall have a link from the City's web site.
23

24 **F. Customer Satisfaction Survey.** The City reserves the right to conduct a Customer
25 satisfaction survey every year and such survey shall be paid for by the Contractor, within
26 thirty (30) calendar days of receipt of invoice from City or its agent, provided that the
27 cost of such survey shall not exceed fifteen thousand dollars (\$15,000) per year. In the
28 event the City does not exercise its right to conduct the survey in Rate Period One or
29 Two, Contractor's Compensation shall be reduced by fifteen thousand dollars (\$15,000).
30

31 **G. Training.** Customer service representatives shall receive training during each quarter of
32 the calendar year on City-specific service requirements. During the training, a City-
33 specific Collection service and fee information sheet, training agenda, and associated
34 documentation shall be provided to employees.
35

36 5.5 SERVICE COMPLAINTS

37 Contractor shall be responsible for the prompt and courteous attention to, and prompt and
38 reasonable resolution of, all Generator Complaints. Contractor shall record in a separate log all
39 Complaints, noting the name and address of complainant, date and time of Complaint, nature of
40 Complaint, and nature and date of resolution. This Complaint log shall be retained by the
41 Contractor for the Term. In addition, Contractor shall compile a summary statistical table of the
42 Complaint log, satisfactory to the City, and submit the table to City each quarter.
43

44 Contractor shall respond to all Complaints received within twenty-four (24) hours, weekends and
45 Holidays excluded. In particular, if a Complaint involves a failure to Collect Solid Waste,
46 Recyclable Materials or Organic Materials from a Premises in the City, Contractor shall Collect
47 the material in question within twenty-four (24) hour of receipt of the Complaint, provided that
48 Generator has properly placed materials for Collection in accordance with the City's Municipal

1 Code. Contractor shall have e-mail capabilities to enable Persons to communicate complaints to
2 Contractor via e-mail.

3
4 **5.6 REPORT OF ACCUMULATION OF SOLID WASTE; UNAUTHORIZED**
5 **DUMPING**

6 Contractor shall direct its Collection vehicle drivers to note (1) the addresses of any Premises at
7 which the driver observes that Solid Waste, Recyclable Materials and Organic Materials is
8 accumulating and is not being delivered for Collection; and (2) the address, or other location
9 description, at which Solid Waste, Recyclable Materials or Organic Materials has been dumped
10 in an apparently unauthorized manner. Contractor shall deliver the address or description to City
11 within five (5) Business Days of such observation.

12
13 **5.7 CONTINGENCY PLAN**

14 Contractor shall submit to City on or before the Commencement Date, a written contingency
15 plan demonstrating Contractor's arrangements to provide vehicles and personnel and to maintain
16 uninterrupted service during mechanical breakdowns, and in case of natural disaster or other
17 emergencies.

18
19 **5.8 CITY-DIRECTED CHANGES**

20
21 **A. Procedure for Making Changes.** City may direct Contractor to perform additional
22 services (including new diversion programs, additional public education activities, etc.),
23 eliminate programs, or modify the manner in which it performs existing services. Pilot
24 programs and innovative services, which may entail new Collection methods, targeted
25 routing, different kinds of services, different types of Collection vehicles, and/or new
26 requirements for Generators are included among the kinds of changes which City may
27 direct. Contractor shall be entitled to an adjustment in its compensation in accordance
28 with Section 8.9 for providing such additional or modified services but not for the
29 preparation of its proposal to perform such services.

30
31 Contractor shall present, within thirty (30) calendar days of the City's request, a proposal
32 to provide additional or expanded diversion services. At a minimum, the proposal shall
33 contain a complete description of the following:

- 34
35 1. Collection methodology to be employed (equipment, manpower, etc.).
36
37 2. Equipment to be utilized (vehicle number, types, capacity, age, etc.).
38
39 3. Labor requirements (number of employees by classification).
40
41 4. Type of materials Containers to be utilized.
42
43 5. Provision for program publicity/education/marketing.
44
45 6. Five (5) year projection of the financial results of the program's operations in a
46 balance sheet and operating statement format including documentation of the key
47 assumptions underlying the projections and the support for those assumptions, giving
48 full effect to the savings or costs to existing services.

1
2 Contractor acknowledges and agrees that City may permit other Persons besides
3 Contractor to provide additional Solid Waste, Recyclable Materials and Organic
4 Materials Collection and diversion services not otherwise contemplated if Contractor and
5 City cannot agree on Terms and conditions of such services in one hundred twenty (120)
6 calendar days from the date when City first requests a proposal from Contractor to
7 perform such services.
8

9 **B. Implementation of New Services.** The Contractor acknowledges that the Contractor's
10 implementation of the services required under this Agreement shall occur in a smooth
11 and seamless manner such that Customers and/or Generators do not experience disruption
12 in Collection services. Contactor shall be responsible for managing implementation of
13 Collection services and other related services required under this Agreement and shall do
14 so in accordance with the transition plan provided in Exhibit L. The transition plan may
15 be amended based on mutual agreement of the Parties.
16

17 **C. Monitoring and Evaluation.** If the City requests, the Contractor shall meet with the City
18 to describe the progress of each new program and other service issues. If applicable,
19 Contractor shall document the results of the new programs on a monthly basis, including
20 at a minimum the Tonnage diverted by material type, the end use or processor of the
21 diverted materials and the cost per Ton for Transporting and Processing each type of
22 material and other such information requested by the Contractor and/or City necessary to
23 evaluate the performance of each program.
24

25 At each meeting, the City and Contractor shall have the opportunity to revise the program
26 based on mutually agreed upon terms in accordance with provisions of Section 5.8. The
27 City shall have the right to terminate a program if, in its sole discretion, the Contractor is
28 not cost effectively achieving the program's goals and objectives. Prior to such
29 termination, the City shall meet and confer with the Contractor for a period of up to
30 ninety (90) calendar days to resolve the City's concerns. Thereafter, the City may utilize
31 a third party to perform these services if the City reasonably believes the third party can
32 improve on Contractor's performance and/or cost. Notwithstanding these changes,
33 Contractor shall continue the program during the meet and confer period and, thereafter,
34 until the third party takes over the program.
35

36 **5.9 INSPECTION BY CITY**

37 The City or its designated representatives shall have the right to observe and review Contractor
38 operations and enter Premises for the purposes of such observation and review during reasonable
39 hours with reasonable notice.
40

41 **5.10 PROVISION OF EMERGENCY SERVICES**

42 Contractor shall provide emergency services at the City's request in the event of major accidents,
43 disruptions, or natural calamities and shall comply with Alameda County's Disaster Debris
44 Management Plan and maximize recovery of debris materials Collected. Emergency services
45 may include, but are not limited to, assistance handling salvaged materials, processing,
46 composting, or Recycling materials, or Disposing Solid Waste following a major accident,
47 disruption, or natural calamity. Contractor shall be capable of providing emergency services
48 within twenty-four (24) hours of notification by the City or as soon thereafter as is reasonably

1 practical in light of the circumstances. Emergency services, which exceed the Contractor's
2 obligations under this Agreement, shall be compensated in accordance with Section 8.9. In the
3 event the Contractor cannot provide the requested emergency services, the City shall have the
4 right to take possession of the Contractor's equipment for the purposes of providing emergency
5 services.
6

7 **5.11 TITLE TO MATERIALS**

8 Once Solid Waste, Recyclable Materials and Organic Materials are placed in Containers and
9 properly placed at the Collection location, ownership and the right to possession of such
10 materials shall transfer directly from the Generator to Contractor by operation of this Agreement.
11 Subject to Contractor's objective to meet the Act and Measure D diversion goals and City's right
12 to direct Contractor to Process and Dispose of Solid Waste at a particular licensed Site or to
13 Dispose of Solid Waste at a Designated Disposal Location, Contractor is hereby granted the right
14 to retain, Recycle, Process, Dispose of, and otherwise use such Solid Waste, Recyclable
15 Materials or Organic Materials or any part thereof, in any lawful fashion or for any lawful
16 purpose desired by Contractor. Subject to the provisions of this Agreement, Contractor shall
17 have the right to retain any benefit resulting from its right to retain, Recycle, Process, Dispose of,
18 or reuse the Solid Waste, Recyclable Materials or Organic Materials which it Collects. Solid
19 Waste, Recyclable Materials or Organic Materials or any part thereof, which is deposited at a
20 Disposal Site, transformation site, transfer station, or Processing Site shall become the property
21 of the owner or operator of the facility, once deposited there by Contractor. City may obtain
22 ownership or possession of Solid Waste, Recyclable Materials or Organic Materials placed for
23 Collection upon written notice of its intent to do so, however, nothing in this Agreement shall be
24 construed as giving rise to any inference that City has such ownership or possession unless such
25 written notice has been given to Contractor. The City, its agent, or the Recyclable Materials and
26 Organics Materials Collection Contractor shall have the right to inspect Solid Waste placed in
27 Containers for Collection when inspection is necessary to review a Customer's application for
28 exemption from Collection services.
29

30 **5.12 NON-DISCRIMINATION**

31 Contractor shall not discriminate in the provision of service or the employment of Persons
32 engaged in performance of this Agreement on account of race, color, religion, sex, age, physical
33 handicap or medical condition in violation of any applicable federal or State law.
34

35 **5.13 COOPERATION WITH CITY-INITIATED STUDIES**

36 Contractor shall cooperate with and assist the City or its agent with performance of City-initiated
37 studies of Solid Waste, Recyclable Materials, and Organic Materials such as, but not limited to,
38 waste characterization and composition studies.
39

40 **5.14 COMMUNICATION WITH CITY**

41 Contractor shall meet with the City or its agent each month to discuss service issues. The
42 Contractor's general manager shall have e-mail capabilities to enable the City and the
43 Contractor's general manager to communicate as needed via e-mail.
44
45